RESOLUTION

No. 2018-013

By Commissioners Varga and Haidous

RESOLVED, by the Wayne County Commission this 25th day of January, 2018 that approval be, and is hereby, granted authorizing a two-year contract between the Charter County of Wayne and Telmate, LLC (of San Francisco, CA) in the estimated amount of $3,590,000 to provide inmate telephone services at Wayne County Jail Divisions I, II, III and the Road Patrol facilities, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the agreement is from January 25, 2018 through January 24, 2020, with two, one-year options to renew; the revenue from the agreement will be deposited into Account No. 575 35103 650010 (Inmate Programs); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned agreement on behalf of the Charter County of Wayne.

[Agreement on File]

(2018-71-003)

INMATE TELEPHONE SERVICES CONTRACT

Between

COUNTY OF WAYNE

And

TELMATE, LLC

ORIGINAL

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THIS INMATE TELEPHONE SERVICES CONTRACT ("Contract") is between the County of Wayne, a body corporate and Charter County, acting through the Office of the Sheriff (the "County") and Telmate, LLC, a Delaware limited liability company, (the "Contractor").

1. **PURPOSE**

1.01 The Wayne County Sheriff has charge and custody of the county jail and its prisoners (MCL §51.75), including the power to prescribe rules and regulations for the conduct of said prisoners while in custody (MCL §51.281).

1.02 The County desires to contract with a vendor who can provide an inmate telephone system for the Wayne County Sheriff's Office jails and lock-up facilities, with all necessary hardware, software, and services, including but not limited to telephonic and TDD devices, servers, network equipment, and installation, maintenance and support services, in a cost-effective and timely manner.

1.03 The Contractor is experienced and able to perform technical and professional services and desires to provide these services to the County.

2. **ENGAGEMENT OF CONTRACTOR**

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract, the County's Request for Proposals For Wayne County Inmate Telephone System, No. 37-16-090 and Addenda 1-7 (Appendix A), and the Contractor's response to the Request For Proposals (Appendix B), and consistent with the standard of practice in the industry. If there is any conflict or inconsistency or contradiction among terms of the documents, the order of precedence is: this Contract, the County's Request For Proposals, then the Contractor's response to the Request For Proposals.

3. **DEFINITION OF TERMS**

Terms used throughout this Contract shall have the definitions set forth below.

3.01 "**Acceptance**" shall mean a written notice from the County to the Contractor that the Equipment has passed its Acceptance Testing.

3.02 "**Acceptance Date**" shall mean the date upon which County accepts the Equipment as provided in the section titled Acceptance Testing.

3.03 "**Acceptance Testing**" shall mean the standards to be met by the Equipment prior to Acceptance by the County, as set forth in the section titled Acceptance Testing.

3.04 "**Business Days and Hours**" shall mean Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Standard Time, except for holidays observed by the County of Wayne.

3.05 "**Delivery Date**" shall mean the date by which the Software or Equipment ordered must be delivered and installed as set forth in the Project Plan, attached as Appendix C.

3.06 "**Equipment**" shall mean any and all hardware necessary to complete the system for the Wayne County Sheriffs Office jails and lock-up facilities.

3.07 "**Execution Date**" shall mean the date of the last signature of a party to this Contract.

3.08 "Installation Date" shall mean the date by which the Services ordered must be installed as reflected in the Project Plan, attached as Appendix C.

3.09 "**License**" shall mean the right to use the Software which is granted by this Contract and governed by its terms and conditions.

3.10 "**Order Document**" shall mean any official County document and attachments thereto specifying the Services to be purchased from the Contractor under this Contract.

3.11 "**Services**" shall mean those Services provided under this Contract and the appendices, including the Software and Equipment and all related necessary services to fulfill the goals and objectives of this Contract.

3.12 "**Software**" shall mean any and all software necessary to operate the inmate telephone system for the Wayne County Sheriffs Office jails and lock-up facilities.

3.13 "**Specifications**" shall mean the technical and other specifications set forth in the appendices.

4. **SCOPE OF SERVICE**

4.01 The Contractor must perform the Services in a satisfactory manner, as determined within the discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

4.02 The Contractor must expediently perform the Services to achieve the objectives of this Contract.

4.03 The Services include all conferences and consultation deemed necessary by the County to properly and fully perform the services. If there is any dispute between the parties regarding the extent and character of the Services to be performed, the parties shall use the Dispute Resolution procedure in Article 44.

4.04 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable for all damages to the County caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

4.05 The Contractor shall comply with section 120-50 of the Wayne County Procurement Ordinance. As required by section 120-50, the Contractor shall not commence performance under this Contract or accept payment for services provided under this Contract until:

A. If this is a contract that requires approval of the Wayne County Commission, this Contract is approved by the Wayne County Board of Commissioners and executed by the Chief Executive Officer; or

B. If this is a contract that does not require approval of the Wayne County Commission, this Contract is executed by the Chief Executive Officer or a purchase order is issued.

4.06 The Contractor shall not rely on representations of any person who purports to authorize performance or payment contrary to section 120-50. If the Contractor provides performance or accepts payment prior to approval and execution as required by section 120-50, it does so at its own risk, and, to the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County against any and all expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be responsible for a municipal civil infraction punishable by a fine of up to Five Hundred Dollars ($500.00) and shall be liable for any and all expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

5. **LICENSE GRANT**

5.01 Contractor grants to County a non-exclusive site-wide, irrevocable, and non-transferable license to use the Software and related documentation for the life of the Contract according to the terms of this Contract.

5.02 County will not modify, decompile, or disassemble any Software provided under this Contract without permission of Contractor, nor modify Software that bears a copyright notice of any third party without permission of the third party.

6. **SOFTWARE OWNERSHIP**

6.01 Contractor, as Licensor, warrants and represents to County as licensee that Contractor is the owner of the Software and Equipment or otherwise has the right to grant to County the licensed rights to the Software and rights to the Equipment provided by Contractor through this Contract without violating any rights of any third party, and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by Contractor.

6.02 Contractor shall maintain all title, copyright, and other proprietary rights in the Software. County does not acquire any rights, express or implied, in the Software, other than those specified in this Contract.

6.03 The Services, including the Software and Equipment, are fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. This Contract does not exclude, or in any way limit, other warranties provided for in this Contract or by law.

7. **AUTHORIZED USERS**

7.01 Only individuals authorized by the County may access and use the Services. At the request of the County, the Contractor shall restrict the access of, or at the option of the County, provide a means to restrict the access of, specified County employees to certain aspects of the Services.

7.02 "Authorized User" means an individual to whom the County assigns a password. Only County employees, temporary employees, and contractors are eligible to be Authorized Users. County agrees that each password may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. County will manage its roster of Authorized Users. The County is responsible for notifying Contractor in writing of persons to whom Contractor passwords are to be issued or from whom passwords are to be revoked. The County is solely responsible for maintaining security of County passwords. The County is also responsible for all access to and use of the Services by County's personnel or passwords. County will implement policies and procedures to prevent unauthorized use of passwords and will immediately notify Contractor, in writing, if it suspects that a password is lost, stolen, compromised, or misused.

8. TERM

8.01 The initial term of this Contract shall begin on the date it is approved by resolution of the Wayne County Commission subsequent to being accepted by the parties and shall last for two years. The parties may renew this Contract for two (1) year terms..

9. COMPENSATION

9.01 This is a revenue contract for the County. The Contractor agrees to pay the County at the rates set forth in Appendix D to this Contract.

9.02 The Contractor shall make payment on a monthly basis by the fifteenth of each month, for amounts owed for the previous month. Reports providing detail regarding the calls made during the month covered by the monthly payment, including the number of telephone calls made during the month, the identity of the individual making each call, the length of each call, and the revenue payable to the County for each call will be available for review and download electronically by accessing the Contractor's Facility Portal and/or at the option of the County will be mailed separately.

9.03 The Contractor must direct payments to the attention of the individual specified in the section titled Notices.

9.04 The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

10. PROMPT PAYMENT

10.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within 45 days after delivery or satisfaction of the subcontract, or receipt of a complete invoice therefore, whichever is later. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within 10 days after receipt of the invoice. The 45 day period shall be extended by each day over 5 days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated on a daily basis which is equal to an annual rate of interest of 9% (amount overdue X number of days overdue X .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the Contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

11. INSTALLATION

11.01 Contractor shall install the Licensed Software on County's designated computer system according to applicable industry standards and the technical specifications in Appendix C. Equipment shall be installed according to the Order Document consistent with applicable industry standards and the technical specifications in Appendix A. Installation includes unpacking and set-up.

11.02 The County agrees to provide the proper environment, electrical, and hardware connections for the Equipment as specified by the Contractor and as required by manufacturer's specifications.

11.03 At the request of the County, the Contractor will make a pre-installation visit to inspect the premises to insure they are ready for installation to begin.

12. ACCEPTANCE TESTING

12.01 During Acceptance Testing, County shall conduct tests as it deems appropriate concerning whether the Services, including the Software and Equipment appears to be capable of being effectively utilized in County's operating environment.

12.02 The Acceptance Testing shall commence within five Business Days after access to the Services. Subject to possible extensions as indicated below, the Acceptance Testing shall end after 15 calendar days.

12.04 The Acceptance Testing shall be extended according to the following procedures:

A. If the County determines, at its sole discretion at any time prior to the end of the Acceptance Testing period, that the Software or Equipment appears to be deficient or unsuitable for the County's use for any reason, then the County may, at its discretion, promptly notify Contractor, specifying in the notice the respects in which the Software or Equipment is deemed to be deficient or unsuitable.

B. If the County gives such notice to Contractor during the period beginning five Business days prior to the expiration of the Acceptance Testing period, then the expiration of the Acceptance Testing shall be postponed for five Business Days to permit Contractor to evaluate and correct the reported deficiency or unsuitability, unless otherwise specified in County's notice.

12.05 If the County agrees to extend the Acceptance Testing to permit Contractor to correct deficiencies, then the Acceptance Testing period shall be extended by the lesser of (a) the amount of time actually taken by Contractor to deliver a corrected version, or (b) any maximum amount of time deemed reasonable by the County

12.06 County may (a) Accept the Services subject to the terms and conditions of this Contract or (b) Reject the Services if it fails to conform to the specifications in the Contract by notice to Contractor at any time during the Acceptance Testing period. The date, if any, on which County accepts the Licensed Software or Equipment is referred to as the "Acceptance Date."

12.07 The warranty and maintenance periods shall begin on the Acceptance Date.

13. UPGRADES AND ENHANCEMENTS

13.01 Contractor shall:

A. Supply at no added cost updated versions of the Software to operate on upgraded versions of operating systems;

B. Supply updated versions of the Software which encompass improvements, extensions, or other changes which Contractor, at its discretion, deems to be logical improvements or extension of the original products supplied to the County; and

C. Supply interface modules which are developed by the Contractor for interfacing the Software to other Software products.

D. At no cost to the County, modify, improve, and/or upgrade the Software consistent with those modifications, improvements and/or upgrades included in or made a part of the same equipment model to other purchasers

14. MAINTENANCE AND SUPPORT SERVICES

14.01 Contractor shall assure that Software and Equipment perform in material conformity with their user documentation and the specifications in the appendices. Contractor shall undertake such correction service as set forth below and shall use its best efforts to make corrections in a manner that is

mutually beneficial. Contractor shall disclose all known defects and their detours or workarounds to the County

14.02 In addition, Contractor shall provide the following Services:

A. Contractor shall provide English-speaking telephone support, toll-free in the United States, to the County 24 hours per day, 7 days per week. To secure service, the County is to contact 800-205-5510 Contractor's telephone service shall include but is not limited to the following Services:

1. Assistance related to questions on the use of the Services.
2. Assistance in identifying and determining the causes of suspected errors or malfunctions.
3. Advice on detours or workarounds for identified errors and malfunctions, where reasonably available.
4. Information on errors previously identified by County and reported to Contractor and detours to these where available and
5. Advice on the completion and authorization for submission of the required forms reporting identified problems in the Software, Equipment or Services.

B. Contractor may execute on-line diagnostics from a remote Contractor location to assist in the identification and isolation of suspected software errors or malfunctions in the Software, Equipment or Services.

C. Within (1) one hour of receiving oral or written notification by the County of identified errors or malfunctions in the Software, Equipment or Services, Contractor shall either:

1. Provide County with detour or code correction to the Software to correct the errors or malfunctions. Each detour or code correction will be made available in the form of either a written correction notice or machine-readable media and will be accompanied by a level of documentation adequate to inform County of the problem resolved and any significant operational differences resulting from the correction which is known by Contractor, or
2. Provide County with a written response describing Contractor's then existing diagnosis of the error or malfunction and generally outlining Contractor's then existing plan and timetable, subject to County's approval, for correcting or working around the error or malfunction.

D. Contractor shall provide error corrections and maintenance releases to the Software which have developed by Contractor. Such releases shall be licensed to County pursuant to the terms and conditions of this Contract. Each maintenance release will consist of a set of programs and files made available in the form of machine-readable media and will be accompanied by a level of documentation adequate to inform County of the problems resolved including any significant differences resulting from the release which are known by Contractor. Contractor agrees that each maintenance release of Software will be compatible with the then current unaltered release of Software applicable to the computer system.

E. If a problem occurs which significantly impacts County's usage of the Software, Equipment or Services and remains unidentified or unresolved either by detour or permanent correction after County has taken the Contractor-prescribed action, Contractor shall dispatch a representative to the system location, which representative must dispatch within two hours of receiving oral or written notification from the County that it has taken such action. Contractor will provide or make available.

1. Advice and assistance in diagnosis and identification or errors or malfunctions in the Software, Equipment or Services.

2. On-site consultation on correction or detour of identified errors or malfunctions.
3. Advice and assistance on completion of form to report errors or malfunctions to Contractor as specified in the reporting procedure.

14.03 When Contractor performs Services pursuant to this Contract which require the use of the County's computer system(s), the County agrees to make it available at reasonable times and in reasonable time increments, and in no event will the County charge the Contractor for such system use.

15. DOCUMENTATION

15.01 Contractor shall provide documentation at the earlier of installation of the Software and Equipment or within thirty calendar days after execution of this Contract or as otherwise mutually agreed, in the form of the same number of manuals as Authorized Users. Manual upgrades will be provided on a no-charge basis through the Contractor's local sales and service office.

15.02 Contractor grants to the County the right to copy or otherwise reproduce manual and documentation furnished pursuant to this section, for use within the scope of this Contract at no additional charge.

16. INSTALLATION (SITE) SECURITY

16.01 While on the County's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations communicated to Contractor.

17. USE OF COUNTY'S PROPERTY AND FACILITIES

17.01 Any property of the County furnished to the Contractor shall be used only for the performance of this Contract.

17.02 The Contractor shall be responsible for any loss or damage to property of the County which results from willful misconduct or negligence on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property according to sound management practices to ensure that the property will be returned to the County in like condition to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to, any County property, the Contractor shall notify the County thereof and shall take all reasonable steps to protect the property from further damage.

17.03 The Contractor shall surrender to the county all property belonging to the County upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or Subcontractors.

18. COMMITMENTS, WARRANTIES AND REPRESENTATIONS

18.01 Any written commitment by the Contractor within the scope of this Contract shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment may constitute breach and shall render the Contractor liable for liquidated or other damages due the County under the terms of this Contract.

18.02 For purposes of this Contract, a commitment by the Contractor, which must be in writing, includes:

A. Prices, discounts, and options committed to remain in force over a specified period of time;

B. Any warranty or representation made by the Contractor in a proposal as to Software performance or any other physical, design, or functional characteristics of a machine, Software package, system, training, Services, or other products within the scope of this Contract.

C. Any warranty or representation made by the Contractor concerning the Software, Equipment and Services it provides under this Contract, which warranty or representation is contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal;

D. Any modification of or affirmation of representation as to the above which is made by Contractor in writing during the course of negotiation whether or not incorporated into a formal amendment to the proposal in question; and

E. Any representation by the Contractor in a proposal, supporting documents or subsequent negotiations as to training to be provided, Services to be performed,

prices and options committed to remain in force over a fixed period of time or any other similar matter regardless of the fact that the duration of such commitment may exceed the duration of this Contract.

18.03 In addition to other warranties provided by the Contractor throughout this Contract, the Contractor warrants:

A. The Software will perform in accordance with specifications and response time warranties;

F. It will pass through to County manufacturers' warranties on equipment, if any, purchased from Contractor or other third party Software licensed through Contractor;

G. No viruses exist in the Licensed Software or other Software provided by Contractor at the time of delivery and none will be introduced through upgrades, updates or enhancements; and

H. Use of or transfer of the Software or other Software provided by Contractor to equipment meeting minimum Contractor specifications will not void the warranty or result in extra charge.

I. The Software and elements, including but not limited to, documentation and source code, shall meet and be maintained by Contractor to conform to applicable industry standards, specifications and any samples.

J. The Software is free and clear of all liens and encumbrances. This Contract does not exclude, or in any way limit, other warranties provided for in this agreement or by law.

19. PHYSICAL MEDIA WARRANTY

19.01 Contractor warrants to County that each licensed copy of the Licensed Software provided by Contractor is and will be free from physical defects in the media that tangibly embodies the copy (the "Physical Media Warranty"). The Physical Media Warranty does not apply to defects discovered more than ninety calendar days after the date of Acceptance of the software copy by the County.

19.02 County shall be entitled to replacement by Contractor, at Contractor's expense, including shipping and handling costs, of any Software copy provided by Contractor that does not comply with this warranty.

20. NO SURREPTITIOUS CODE WARRANTY

20.01 Contractor warrants to County that no copy of the Licensed Software provided to County contains or will contain any Self-Help Code nor any Unauthorized code as defined below. The warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

20.02 As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other Software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

20.03 As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment of data; or to perform any other such actions.

20.04 Contractor will defend County against any claim, and indemnify County against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

21. TRAINING

21.01 Contractor shall provide training, by at least one qualified Contractor personnel, in the use of the Services. The starting dates of the training will be as agreed by the parties, but in no case later than the schedule set forth in the Project Plan.

22. PUBLICITY

22.01 The Contractor agrees to submit to the County all advertising, sales promotion, and other publicity matters relating to this Contract or any Product furnished by the Contractor wherein the County's name is mentioned or language used from which the connection of the County's name may, in County's

judgment, be inferred or implied. The Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the County.

23. DATA TO BE FURNISHED CONTRACTOR

23.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

24. PERSONNEL

24.01 To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

24.02 The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

24.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

24.04 Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior County approval in writing.

24.05 Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a County facility, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.

25. COUNTY CONTRACT ADMINISTRATOR

30.01 The County shall appoint a Contract Administrator for this Contract who will provide oversight of the Services. The County Contract Administrator will manage this Contract on behalf of the County and will be the principal point of contact for the Contractor concerning Contractor's performance under this Contract. The County shall notify Contractor, in writing, when there is a new County Contract Administrator assigned to this Contract.

31. CONTRACTOR'S ACCOUNT MANAGER

25.01 The Contractor shall appoint an Account Manager for the County's account who is assigned as the primary contact person with whom the county's Contract Administrator shall work for the duration of this Contract unless replaced, with advance county approval, by another representative. The Contractor's Account Manager will be the principal point of contact for the county concerning the Contractor's performance and for receipt of notes. The Contractor's Account Manager will also serve as the focal point or business matters, support coordination, and administrative activities.

26. ADMINISTRATION

26.01 The Contractor must inform the County as soon as the following types of conditions become known:

A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and

B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

26.02 The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

26.03 The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

27. **RECORDS - ACCESS**

27.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of 7 years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of 7 years after the Contract's termination and completion.

27.02 The County and the Legislator Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

27.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within 10 days of notification by the County.

27.04 If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

28. **RELATIONSHIP OF PARTIES**

28.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the County harmless from any claims, and any related costs or expenses.

28.02 For all purposes, County employees will remain employees of the County and the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venturer with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

29. **INSURANCE**

29.01 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, or employees.

29.02 Contractor shall maintain at least the following minimum coverage:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

B. Umbrella or Excess Liability Policy in an amount not less than $3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies)

and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

E. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits no less than $3,000,000 per occurrence or claim, $3,000,000 aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required in Section 29.02, the Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

29.03 **Additional Insured Status**. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

29.04 **Primary Coverage**. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

29.05 **Notice of Cancellation.** Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

29.06 **Waiver of Subrogation**. Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

29.07 **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

29.08 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

29.09 **Claims-made Policies**. If any of the required policies provide coverage on a claims-made basis:

A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Contractor starts to perform the services.

B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

29.10 **Verification of Coverage.** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by

this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

29.11 **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

29.12 **Special Risks or Circumstances.** The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

29.13 The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

30. INDEMNIFICATION

30.01 Except for claims arising from the County's gross negligence, the Contractor agrees to indemnify, defend and save harmless the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County because of any of the following occurring during the term of this Contract:

A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

30.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

30.03 Nothing in this article shall be deemed to relieve the Contractor of its duty to defend the County, as specified, pending a determination of the respective liabilities of the Contractor and the County, by legal proceeding or agreement. The County shall cooperate with the Contractor in the defense against the suit. In no event shall the Contractor make any admission of guilt or liability on behalf of the County without the County's prior, written consent.

30.04 For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

30.05 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

30.06 This indemnity must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

31. INTELLECTUAL PROPERTY INDEMNIFICATION

31.01 Contractor will, at its expense, defend or settle any claim against the County that Software, Equipment or work products supplied infringe any patent, copyright, utility model, industrial design, mask work, or trademark. Contractor will pay resulting costs, damages, and attorneys' fees finally awarded provided that County:

A. Promptly notify Contractor in writing of the claim; and

B. Cooperates with and agrees to use its best efforts to encourage the Office of the Corporation Counsel for the County to grant Contractor sole control of the defense and all related settlement negotiations.

31.02 Contractor will pay all costs of such defense and settlement and any costs and damages awarded by a court or incurred by County, except costs paid to the Office of Corporation Counsel as legal fees. If such claim has occurred, or in Contractor's opinion is likely to occur, County agrees to permit Contractor at its option and expense, either to procure for County the right to continue using the Software or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Software is enjoined by a court and the Contractor determines that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Software and refund its depreciated value. No termination charges will be payable on such returned Software. Depreciated value shall be calculated on the basis of a useful life of five years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of 365 days per year. If the Software has been installed less than one year, transportation to the initial installation site paid by County shall be refunded by Contractor.

31.03 Contractor has no liability for any claim of infringement arising from:

A. Contractor's compliance with any designs, specifications, or instructions of the County;

B. Modification of the Software or Equipment by county or a third party without the prior knowledge and approval of Contractor; or

C. Use of the Software or Equipment in a way not specified by Contractor, unless the claim arose against contractor's Software or Services independently of any of these specified actions.

32. LIQUIDATED DAMAGES

32.01 Any delay by the Contractor in meeting the delivery date and Acceptance date set forth in this Contract will interfere with the proper implementation of the County's programs to the loss and damage of the County. As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform, the County and the Contractor, therefore, agree that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be the amount set forth in the following section and the parties agree that the Contractor shall pay such amounts as liquidated damages and not as a penalty.

32.02 If Contractor does not install the Software and Equipment and provide the Services by the dates agreed upon between the County and Contractor, then Contractor shall provide a revised installation date. Contractor shall pay to the County as fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified installation date and the date that Contractor actually installs the Services, an amount of $500 per day. If the revised installation date is more than fifteen calendar days from the original installation date, then by written notice to the Contractor the County may immediately terminate the right of Contractor to install the Services and the County may obtain substitute Services from another Contractor. In this event, the Contractor shall be liable for fixed and agreed liquidated damages for its delay, in the amount specified above, until substitute Services are installed, or a maximum of thirty calendar days from the original installation date, whichever occurs first.

32.03 Where onsite maintenance is required to resolve a technical issue, and the Contractor's maintenance personnel fails to be dispatched to the County's installation site within one hours, the Contractor shall pay to the County as fixed and agreed liquidated damages, in lieu of all other damages due to such non-responsiveness, for each hour between the agreed dispatch time and the actual response time an amount of $200 per hour for each "late" hour or part (prorated) beginning with the time of notification by the County and ending with the time that Contractor's maintenance personnel arrive at the County's site.

33. LIMITATION OF LIABILITY

33.01 Neither the Contractor nor the County shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor or the County. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than County acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and

unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the County or their respective Subcontractors and directly affect the Services in this Contract.

34. FAILURE TO PERFORM

34.01 If the Contractor fails to perform any substantial obligation under this Contract, the County shall give the Contractor written notice of such failure to perform. If after thirty calendar days from the date of the written notice Contractor still has not perform, then the County's may withhold all monies due and payable to Contractor, without penalty to the County, until such failure to perform is cured or otherwise resolved.

35. BANKRUPTCY OR INSOLVENCY

35.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.

B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County of:

1. adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;
2. adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and
3. adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.

C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than 5 business days' notice.

D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

35.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

36. NOTICE OF MATERIAL CHANGES

36.01 The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

A. Reduction or change in staffing assigned to the Contract.
B. Decrease in, or cancellation of, insurance coverage.
C. Delinquent payment, or nonpayment, of tax obligations.
D. Delinquent payment, or nonpayment, of payroll obligations.

E. Delinquent funding, or nonfunding, of pension or profit sharing plans.
F. Delinquent payment, or nonpayment, of subcontractors.
G. Termination of, or changes in, subcontracts.
H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

37. TERMINATION

37.01 The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. Contractor waives any claim for damages, including loss of anticipated profit. In no event shall County be liable for any loss of profits on the order or portion thereof so terminated.

37.02 The County may terminate this Contract if the Contractor is in default of any of its obligations under the Contract, or has failed to comply with any of the material terms and conditions of this Contract, by giving written notice to the Contractor. Before the County exercises its right to declare the Contractor in default, the County must give the Contractor Notice of its default status and the reasons for such status. If the Contractor does not cure the default within 6 working days, the Contract is deemed terminated 25 days after the date of the Notice. If after Notice, the County determines that the Contractor was not in default, the rights and obligations of the parties are the same as if the Notice had not been issued. Upon terminating the Contract, County shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Contractor shall be liable to the County for any costs to obtain and transition similar services, provided the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. All excess reprocurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise. The rights and remedies of the County are not exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages. The Contractor shall be liable to the County for any damages the County sustains by virtue of the Contractor's breach or any reasonable costs the County might incur in enforcing or attempting to enforce this Contract. Such costs shall include costs to secure the deliverables from another contractor, reasonable fees and expenses for attorneys, expert witnesses and other consultants.

37.03 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.
C. As of the date the termination is effective, present all Contract records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
D. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;
E. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;
F. Submit within 30 days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

37.04 Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract must, at the option of the County, become its exclusive property, whether or not in the possession of the Contractor. The Records are free from any claim or retention of rights on the part of the Contractor except as specifically provided. The County must return all the properties of the Contractor to it.

37.05 Any intentional failure or delay by the Contractor to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Contractor will pay the County $500.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Contractor consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

37.06 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

37.07 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

38. TERMINATION FOR NON-ALLOCATION OF FUNDS

38.01 If funds are not allocated to continue this Contract in any future period, the County will not be obligated to pay any further charges for Services including the net remainder of agreed-to consecutive periodic payments remaining unpaid beyond the end of the then-current period. The County agrees to notify the Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to the County if this section shall be exercised. This section shall not be construed so as to permit the County to terminate this Contract in order to acquire similar Software or Services from a third party.

39. CONFIDENTIAL INFORMATION

39.01 The County may disclose to the Contractor written material or oral or other information that the County treats as confidential ("Confidential Information"). Title to the confidential information and all related materials and documentation will remain the County. The Contractor must treat such confidential information as secret if it is so marked, identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the County, or individuals or organizations about whom the County keeps information. Confidential Information does not include information that rightly becomes public, or that the receiving party otherwise knows or receives without obligation of confidence.

39.02 Confidential information includes, but is not limited to, social security numbers, birthdates, drivers license numbers, proprietary software and documentation (including drafts and associated materials delivered to County in the course of providing the services), materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, marketing information, police and investigative records, files containing personal information about individuals, clients, subcontractors, or employees of the County such as medical records, patient data and records, strategic business plans, information that impacts the County's competitive advantage or strategy (actual or contemplated), claims records, court administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by law from public records disclosure requirements including confidential client-identifying information.

39.03 To the extent permitted by law, each party's employees, contractors, subcontractors, agents, and assignees shall not disclose confidential information, unless in conformity with this Contract and only to those employees, contractors, subcontractors, agents, and assignees with a reasonable need to know the information. Each party shall protect the confidential information from disclosure with reasonable diligence, including the execution of non-disclosure agreements, if necessary.

39.04 Contractor acknowledges that the County is subject to the Freedom of Information Act (FOIA) and that this Contract shall be a public record as defined therein. Any specific information that is

claimed by the Contractor to be confidential or proprietary, must be clearly identified as such by the Contractor. To the extent consistent with FOIA, the County shall maintain the confidentiality of all such information marked confidential or proprietary.

39.05 For an indefinite period after Contractor's or County's Confidential Information ("disclosing party") is disclosed to the other party ("receiving party"), the receiving party shall hold the disclosing party's Confidential Information in trust and confidence and shall not use any Confidential Information other than for the benefit of the disclosing party. The Contractor will disclose County's Confidential Information only to those persons whose services the Contractor uses in its performance of this Contract and who agree to be bound to County to the same extent as the Contractor. Upon request of County, at the time of completion of services, Contractor will return or destroy all copies of County's Confidential Information then in the possession of Contractor. The Contractor may list the County of Wayne as a client in the Contractor's marketing materials.

39.06 This section does not impose any obligation on the Contractor if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time it is furnished to the Contractor; (3) furnished by the County to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

40. ETHICS IN CONTRACTING

40.01 The Contractor must comply with Article 12 of Chapter 120 of the Wayne County Code governing "Ethics in Public Contracting."

40.02 Contractor's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Contract, sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Contract as of the date of termination.

40.03 If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.

40.04 If the contract price is in excess of Twenty Thousand Dollars ($20,000.00), or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborate in or induces a violation of any of the ethical standards that are set forth in sections 120-223, 120-224, 120-225, 120-226, 120-229, 120-231 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

A. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of fifteen percent (15%) of the total Contract compensation;

B. Debar or suspend the Contractor from consideration form competing for further County contracts; or

C. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.

40.05 Upon a showing that a subcontractor has paid a surcharge to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount of the surcharge was included in the price of the subcontract or order and ultimately borne by the County and that the County shall have the right to recover the amount of the surcharge from the Contractor. The County may also recover the amount of the surcharge from the subcontractor that paid or is paying the surcharge. Recovery by the County of the surcharge from one offending party shall not preclude recovery from other offending parties. The Wayne County Prosecuting Attorney may initiate and prosecute any civil action needed to enforce this article, if the Wayne County Corporation Counsel declines to do so.

41. NON-DISCRIMINATION PRACTICES

41.01 The Contractor and its subcontractors must comply with:

A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.

B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. Contractor shall promptly give notice of any such provisions to County during the term of the Contract.

41.02 The Contractor and its subcontractors must not:

A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, religion, familial status, height or weight.
D. Except as permitted by rules and regulations promulgated pursuant to Article 11 of the Wayne County Code, headed "Equal Contracting Opportunity," or applicable state or federal law.
    1. Make or use a written or oral inquiry or form of application that solicits or attempts to elicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight of prospective employees;
    2. Make or keep a record of that information or disclose that information;
    3. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, weight, or prior criminal conviction or convictions; or
    4. Make, before or during the initial application process, background checks or oral or written inquiries as to prior criminal conviction or convictions.
E. Absolutely bar or otherwise preclude possible employment based on prior criminal conviction or convictions, provided that the prior criminal conviction or convictions is or are not directly related to the position being sought.

41.03 The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, prior criminal convictions(s) or handicap. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

41.04 The Contractor agrees that its subcontractors shall be subject to and shall not violate the nondiscrimination provisions of section 120-192(a) of the Wayne County Procurement Ordinance in performing work on County contracts. The Contractor shall notify its subcontractors that they shall be

subject to said nondiscrimination provisions, and shall include said nondiscrimination provisions in its subcontracts. The Contractor shall provide the County with a complete copy of any subcontractor agreement when requested.

41.05 If the Contract price is in excess of Twenty Thousand Dollars ($20,000.00), the Contractor shall comply with the slavery era disclosure requirements of section 120-192(f) of the Wayne County Procurement Ordinance, as implemented by the Wayne County Slavery Era Disclosure Affidavit the Contractor will complete as part of the contract approval process. If it is subsequently determined by the Division of Human Relations that the Contractor has not made a full disclosure in its affidavit of the information required by section 120-192, that failure shall constitute a substantial breach of the terms of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages as set forth in section 17.07, and debarment from any further business with the County.

41.06 Breach of any section 120-192 of the Wayne County Procurement Ordinance or of the covenants in this Article may be regarded as a material breach of this Contract.

41.07 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;

B. Cancellation, termination or suspension of this Contract, in whole or in part;

C. Disqualification from bidding on future contractors for a period of no more than 3 years;

D. Referral to Corporation Counsel for consideration of injunction, liquidated damages or other remedies; and/or

E. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of Five Hundred Dollars ($500.00) per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Purchasing Director, in consultation with the Director of Human Relations and Corporation Counsel. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance

41.08 If the Contract is funded, in whole or in part, by federal funds and if the County has been authorized by the funding source to require an affirmative action commitment from contractors who are to be paid from those funds, Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose.

41.09 In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements of section Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

42. DEBARMENT AND SUSPENSION

42.01 The Contractor certifies to the best of its knowledge and belief, that:

A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;

B. The Contractor and its principals have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 42.01 B above; and;

D. The Contractor and its principals have not, within a three-year period preceding this Contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

42.02 The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause of default.

42.03 The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

42.04 The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

42.05 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.

42.06 The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

42.07 A Contractor may rely upon a certification of participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).

42.08 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

42.09 If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

43. NOTICES

43.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:
Telmate LLC
855 Montgomery Street, 18th floor
San Francisco, CA 94111
Attn: Pablo Nichols
General Counsel
Telephone: (414) 300-4367
Email: legal@telmate.com

If to the County:
Wayne County Sheriff's Office
William Dickerson Detention Center
3501 Hamtramck Drive
Attn: [redacted]
Director of Commissary Operations
Telephone: [redacted]
Fax: [redacted]
Email: [redacted]

43.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

43.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

44. DISPUTE RESOLUTION

44.01 The parties shall attempt to resolve any dispute in good faith. If a dispute arises, each party shall designate an individual having the responsibility and authority to resolve the dispute. These individuals shall confer within ten (10) business days after receiving notice to identify the scope of the dispute and the information needed attempt to resolve the dispute. The individuals designated shall gather the relevant information and negotiate in good faith to resolve the dispute.

45. JURISDICTION AND LAW

45.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

46. MISCELLANEOUS

46.01 The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

46.02 The terms of the sections titled Termination, Limitation of Liability, Intellectual Property Indemnification, Indemnification, Notices and Confidential Information shall survive the termination of this Contract.

46.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

46.04 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

46.05 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

46.06 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

46.07 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

46.08 The County is exempt from federal excise and state sales taxes.

46.09 If a bona fide dispute concerning a question of fact arises between the Contractor and the County and it cannot be resolved between the parties with the aid of the County Contact Administrator, either party may initiate the dispute resolution procedure.

46.10 The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

46.11 This document, including the Appendices, schedules, attachments, exhibits, and change orders contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. There are no promises or understandings other than those stated. Any terms or conditions of sales set forth in the Contractor's quotation or order or sales acknowledgment shall not constitute a part of the agreement between the parties.

46.12 The Contractor shall secure all permits necessary to perform the services and shall comply with all statutes, ordinance, and laws.

46.13 The County or the Contractor may contract with other firms providing the same or similar services so long as the Contractor's obligations to the County contained in this Contract will not be affected in any manner.

46.14 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

46.15 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

46.16 The Contractor must not assign this Contract, nor subcontract any part, without the County's prior written approval. Assignment or transfer of this Contract without written consent of the County may be construed by the County as a breach of contract and subject to termination at the discretion of the County.

46.17 No change to this Contract is effective unless it is in writing, references this Contract, is signed and acknowledged by duly authorized representatives of both parties.

46.18 Contractor represents and warrants that the performance of this Contract and the furnishing of the Software shall be according to applicable standards, provisions, and stipulations of all pertinent federal, state, or Wayne County laws, rules, regulations, resolutions, and ordinances including, but not limited to, the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts. The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

47. COMPLIANCE WITH CONSENT AGREEMENT

47.01 The parties acknowledge that this Contract is subject to Public Act 436 of 2012, MCL 141.1541 to 141.1575 ("Act") and the Consent Agreement between the County and the State Treasurer N.A. Khouri from August 21, 2015 through October 18, 2016 ("Consent Agreement Effective Period").

47.02 Upon written request of the County, the Contractor shall promptly and fully provide all necessary and requested assistance and information under the Consent Agreement and under the Act.

47.03 The Contractor shall promptly provide notice to the County Executive if the Contractor receives a request for assistance by an officer, employee, agency or contractor of the State Department of Treasury.

47.04 The Contractor shall promptly provide notice to the County Executive of knowledge or information of any action or omission that could be considered, or that could lead to, a failure to comply with or breach of the Consent Agreement or of a violation of state or federal law with respect to a matter relating to the Consent Agreement, including the Open Meetings Act, 1976 PA 267, the Uniform Budget and Accounting Act, 1968 PA 2, or the Emergency Municipal Loan Act, 1980 PA 243, by the County, the County Commission, the County Executive, or another officer of the County, during the Consent Agreement Effective Period.

47.05 To satisfy Sections 23.03 and 23.04, the Contractor shall immediately provide notice to the County Executive by sending an email to consentagreement@waynecounty.com or by completing the submission form found at www.waynecounty.com/mb/consent-agreement.htm.

47.06 If this Contract is considered "Debt" under the terms of the Consent Agreement, it may not be executed or submitted to the County Executive or County Commission for approval until it has been submitted to the County Chief Financial Officer for approval and verification that the required State Treasurer's approval has been received.

48. AUTHORIZATION AND CAPABILITY

48.01 The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

48.02 This Contract is effective only upon review and approval by the Wayne County Commission.

49. SIGNATURE

49.01 The County and the Contractor, by their authorized officers and representatives have executed this Contract.

TELMATE, LLC

By: _____

Its: Chief Clifton
VP Strategic Planning

COUNTY OF WAYNE

By _____
WARREN C. EVANS

Its COUNTY EXECUTIVE

APPROVED AS TO FORM

By _____ 9/22/17
DEPT OF CORPORATION COUNSEL

311492
Rev 2/2/17

By: _____
Benny N. Napoleon
Sheriff

Telmate®

Signed Acknowledgements of Addenda

TRANSFORMING INMATE COMMUNICATIONS

Signed Acknowledgements of Addenda

Telmate, LLC hereby formally acknowledges receipt of the following addenda in reference to Wayne County's RFP Control No. 37-16-090. These addenda are now part of our proposal and are included in this section.

1. Addendum One, 5/23/2016
2. Addendum Two, 5/23/2016
3. Addendum Three, 5/25/2016
4. Addendum Four, 6/07/2016
5. Addendum Five, 6/10/2016
6. Addendum Six, 6/20/2016
7. Addendum Seven, 6/22/2016

Date: June 23 2016

Pablo Nichols, General Counsel

Need Help?

Contact Vendor Support

(800) 835-4603

Monday - Friday, 8am-5pm (Eastern)

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RFP-37-16-090 - Inmate Telephone System

Addendum 1

Original Solicitation Information

Document Title:	Inmate Telephone System
Document Number:	RFP-37-16-090
Original Deadline:	6/3/2016 prior to 4:00 PM E.D.T.
Original Question Due Date:	05/24/2016 04:00 PM E.D.T.
Purchasing Agent:	Mr. Laura Grainger

Addendum 1 Detail

Date Issued:	05/23/2016
New Deadline for Responses:	Yes: 06/03/2016 prior to 4:00 PM E.D.T.
Cancelling Solicitation:	No
New Question Due Date:	No
Pre-Bid Meeting Changed:	Not Applicable
Details:	Due to technical error on MITN the bid deadline has been changed to the original one listed on the solicitation documents.
Attachments:	

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SourceSuite

Sourcesuite Procurement Solutions

Warren C. Evans
County Executive

WAYNE COUNTY PURCHASING DIVISION

REQUEST FOR PROPOSALS
FOR
INMATE TELEPHONE SYSTEM

CONTROL #37-16-090 ADDENDUM NO. #2

ADDENDUM ISSUE DATE: MONDAY, MAY 23, 2016

This Addendum is being issued prior to the acceptance of Proposals to allow for the following changes, additions, clarifications, and/or answers to questions:

MODIFICATIONS AND ADDITIONS:

ADD: On-site Jail Facility site-visits to assess current inmate telephone systems (registry, intake pods, and cells, and the telephone room) and infrastructure.

9:00 a.m. Wednesday, May 25, 2016

Location #1: Wayne County Jail Division 1
Andrew C. Baird Detention Facility
570 Clinton, Detroit, MI 48226

Location #2: Wayne County Jail Division 2
("The Old Wayne County Jail")
525 Clinton Street, Detroit, MI 48226

Location #3*: Wayne County Jail Division 3
William Dickerson Detention Center
3501 Hamtramck Drive, Hamtramck, MI 48211

*Meeting immediately following at Location #3 in Conference Room.

MODIFICATION: Question Deadline changed from Tuesday, May 24, 2016 to Thursday, May 26, 2016 by 4:00 p.m.

Warren C. Evans
County Executive

WAYNE COUNTY PURCHASING DIVISION

REQUEST FOR PROPOSALS
FOR
WAYNE COUNTY SHERIFFS OFFICE INMATE TELEPHONE SYSTEM

CONTROL #37-16-090 ADDENDUM NO.3

ADDENDUM ISSUE DATE: WEDNESDAY, May 25, 2016

This Addendum is being issued prior to the acceptance of Proposals to allow for the following changes:

MODIFICATIONS: DEADLINE CHANGE FOR QUESTIONS AND PROPOSALS

CHANGE: The question deadline from Thursday, May 26, 2016 at 4:00 p.m. local time to Friday, May 27, 2016 4:00 p.m. local time.

CHANGE: The proposal deadline from Friday, June 3, 2016 at 4:00p.m. local time to Friday, June 10, 2016 4:00 p.m. local time

Warren C. Evans
County Executive

WAYNE COUNTY PURCHASING DIVISION

REQUEST FOR PROPOSALS
FOR
WAYNE COUNTY SHERIFFS OFFICE INMATE TELEPHONE SYSTEM

CONTROL #37-16-090 ADDENDUM NO.4

ADDENDUM ISSUE DATE: TUESDAY, JUNE 7, 2016

This Addendum is being issued prior to the acceptance of Proposals to allow for the following changes:

MODIFICATIONS: DEADLINE CHANGE FOR PROPOSALS

CHANGE: The proposal deadline has changed from Friday, June 10, 2016 at 4:00 p.m. local time to Friday, June 24, 2016 4:00 p.m. local time.

Warren C. Evans
County Executive

WAYNE COUNTY PURCHASING DIVISION

REQUEST FOR PROPOSALS
FOR
WAYNE COUNTY INMATE TELEPHONE SYSTEM

CONTROL #37-16-090 ADDENDUM NO. #5

ADDENDUM ISSUE DATE: FRIDAY JUNE 10, 2016

This Addendum is being issued prior to the acceptance of Proposals to allow for the following, clarifications, and/or answers to questions:

QUESTIONS AND ANSWERS:

1. I have a question regarding FCC rate compliance and fees. Your cost proposal form seems to reflect a structure prior to the last ruling. Be aware there is no flat rate calling allowed, and no surcharge for all call types. All calls are billed at one minute minimum. Please advise the structure that you would like us to use to respond to this section.

   Answer: All vendors should respond according to the rules currently in place by the FCC Vendors should also note, the FCC has issued a partial stay on the rules, and the final ruling is scheduled for December 2016

2. Please provide a copy of all contracts and amendments pertaining to phones and video visitation.

   Answer: All copies of prior contracts and amendments pertaining to phones and video visitation will come from the Purchasing Department.

3. Is the inmate trust account managed through the commissary system or the Jail Management System or other system? If other, please specify.

   Answer: The inmate trust account is owned and Management by the Wayne County Sheriff's Office. The Commissary operation only records the purchase of inmate commissary items and phone time through the JMS system.

4. Commissary Integration – Please provide the name and contact information for the current commissary vendor.

   Answer: The current vendor is Continental Distributors, Inc., dba Canteen Correctional Services. 7850 Haggerty Road, Van Buren Township, MI 48111. Contact Mr. Steve O'Keefe

5. For each facility, please fill out the following table with quantities of equipment required and/or desired

DIVISION 1

Equipment	Quantity	Required or Desired?
Standard inmate telephones	Answer:147	Required
Visitation phones (monitored/recorded)	Answer:	Answer:
Pay (coin) phones	Answer:	Answer:
TDD/TTY devices	Answer:4	Answer: required
Cart phones	Answer:1	Answer: desired
Hands-free inmate phones	Answer:	Answer:
Portable cordless phones	Answer:	Answer:
Enclosures	Answer:	Answer:
Pedestals	Answer:	Answer:
Workstations with printers	Answer:	Answer:
Laptop computers	Answer:	Answer:
Inmate kiosks	Answer:	Answer:
Handheld devices	Answer:84	Answer: desired
Cell phone detection devices	Answer:	Answer:
Other?	Answer:	Answer:

DIVISION II

Equipment	Quantity	Required or Desired?
Standard inmate telephones	Answer:84	Required
Visitation phones (monitored/recorded)	Answer:	Answer:
Pay (coin) phones	Answer:	Answer:
TDD/TTY devices	Answer:2	Answer: required
Cart phones	Answer:1	Answer: desired
Hands-free inmate phones	Answer:	Answer:
Portable cordless phones	Answer:	Answer:
Enclosures	Answer:	Answer:
Pedestals	Answer:	Answer:
Workstations with printers	Answer:	Answer:
Laptop computers	Answer:	Answer:
Inmate kiosks	Answer:	Answer:
Handheld devices	Answer:30	Answer: desired
Cell phone detection devices	Answer:	Answer:
Other?	Answer:	Answer:

HAMTRAMCK

Equipment	Quantity	Required or Desired?
Standard inmate telephones	Answer:87	Required
Visitation phones (monitored/recorded)	Answer:	Answer:
Pay (coin) phones	Answer:	Answer:
TDD/TTY devices	Answer:2	Answer: required
Cart phones	Answer:	Answer:
Hands-free inmate phones	Answer:	Answer:
Portable cordless phones	Answer:	Answer:
Enclosures	Answer:	Answer:
Pedestals	Answer:	Answer:
Workstations with printers	Answer:	Answer:
Laptop computers	Answer:	Answer:
Inmate kiosks	Answer:1	Answer:
Handheld devices	Answer:56	Answer: desired
Cell phone detection devices	Answer:	Answer:
Other?	Answer:	Answer:

ROAD PATROL LOCKUP

Equipment	Quantity	Required or Desired?
Standard Inmate telephones	Answer:5	Required
Visitation phones (monitored/recorded)	Answer:	Answer:
Pay (coin) phones	Answer:	Answer:
TDD/TTY devices	Answer:1	Answer: required
Cart phones	Answer:1	Answer: required
Hands-free Inmate phones	Answer:	Answer:
Portable cordless phones	Answer:	Answer:
Enclosures	Answer:	Answer:
Pedestals	Answer:	Answer:
Workstations with printers	Answer:	Answer:
Laptop computers	Answer:	Answer:
Inmate kiosks	Answer:	Answer:
Handheld devices Video Visitation	Answer:	Answer:
Cell phone detection devices	Answer:	Answer:
Other?	Answer:	Answer:

Data taken from the prior RFP. All devices should comply with the Americans with Disabilities Act
Additional equipment should be included by vendor to support video visitation requirements. can also include in their proposals additional options or enhancements based on their technology capabilities.

6. The RFP specifies on-site storage for call data. Would the County also accept proposals to store this information in a secure data center and backed up in a separate geographic location for redundancy?

   Answer: Yes, this can be offered as part of a proposal

7. Does the County receive commissions on revenue generated by interstate calls today?

   Answer: Interstate Revenue for Direct Bill and Prepaid collect calls is currently not being paid due to FCC rulings.

8. Discussions at the pre-bid indicated the County may set up a site tour for potential bidders. If so, please let us know when the site tour will take place. Please note the American Jail Association conference is May 22nd through 25th.

   Answer: The site tour took place on May 25, 2016

9. If the County is offering a site tour, does the County intend to extend the deadline for proposals? If so, what is the new deadline?

   Answer: Proposal Deadline extended to June 24, 2016

10. Requirement 1.c on page 16 mentions the county's Small Business Program. What credits, if any, will be allotted to proposer who qualify as small businesses or utilize subcontractors who qualify as small businesses?

    Answer: referring to the Purchasing Department

11. The RFP requires several forms listed on page 35 which can be found on the website. We are unable to locate the Slavery Era Disclosure Form and the Fair Employment Practices Certificate. Would the County please provide copies of these forms?

    Answer: Wayne County Purchasing will provide the form

12. Are you currently using an Interactive Voice Response (IVR) system provided by your current vendor? If so, is the County charged (via invoice or commission deductions) for the use of any of this service?

    Answer: yes, the enrollment and pin process operates as an interactive voice response system. Through contract approval the inmates pay the cost to enroll into this system.

13. In order to ensure a level playing field for all bidders; please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider.

    Answer: The successful bidder must provide new equipment. The current bidder is responsible for the installation and removal of mounted equipment,

14. Section 5 – Required Forms (p. 35) - Included in the list of forms to be downloaded is the (6) Slavery Era Disclosure form. This form was not listed on the purchasing link provided by the County. If this form is required, can you please provide a link where this can be found or forward us a copy of the form so we can ensure we are in full compliance with these requirements.

    Answer: This form is no longer required.

15. Are signed acknowledgments of addenda required to be submitted with our proposal response?

Answer: Yes

16. In our previous questions we asked for a list of pods / housing units and the capacity for each, broken down by facility. We would also like the County to please specify, in that list, which pods are currently in use and which are empty.

Answer: Vendors should be prepared to install phones in all County Pods/Wards. The Wayne County Sheriff's Office, relocates inmates daily based on needs. If an inmate is relocated to a different housing unit, the inmates should have access to phones. Vendors at the County's requ4est will install additional telephones at no additional charge to the County.

17. Please provide three recent monthly commission statements from the current vendor

Answer: will be provided

18. How many video visitation units are required at each location? Of those, please specify how many are inmate units and how many are visitor units.

Answer: Please see above list for handle held devices

19. In light of this week's site tour, the County's extended deadline for accepting vendor questions, and the complexity of this bid, we respectfully request a two-week extension of the proposal response due date. This would give bidders adequate time to incorporate new information and answers to vendor questions.

Answer: Dates have been extended. Proposal deadline is now June 24, 2016 at 4:00 p.m.

20. A site visit as suggested in the pre-bid by the County prior to the bid submission due date. What dates can be provided to facilitate this site visit?

Answer: Site visit held on May 25, 2016

21. Can you please provide the current number of inmate phones per site and the number of visit phones per site?

Answer: see above

22. Can you provide the anticipated number of video stations each site would need, for both lobby (for friends and family) and inside the jail (for the inmates)?

The following identifies the number of visiting stations we have at each facility. The equipment should be able to accommodate those areas tentatively.

Answer:

Division 1

(4) Per housing Floor - 2 or 3 stations in the lobby

Division 2

(4) per housing floor - 2 stations in the lobby

Division 3

(32) visiting booths – Pods, 2 or 3 stations in the lobby

This area may need to be modified.

23. Given the time constraints of the site visit with a June 3rd RFP due date, and the ability to shape our response on what we learn through the site visit, we respectfully request an extension of this RFP due of two weeks. This will allow all proposers additional time to formulate the best response to Wayne County.

    Answer: Dates have been extended. Proposal deadline is now June 24, 2016 at 4:00 p.m.

24. During the pre-proposal conference you asked bidders to submit via question Schedule A to schedule a site visit. Per Addendum 2 the site visits is scheduled for Wednesday, May 25th at 9:00AM. Please clarify whether bidder are still required to submit a Schedule A in order to attend. If so, where can we locate the Schedule A?

    Answer:

25. Please provide the commission percentage currently received on inmate telephone revenue, an average of monthly commissions received over the past year from the current vendor, and copies of commission statements from the last six months.

    Answer: sent to Purchasing

26. Does the County receive commissions on revenue generated by interstate calls today?

    Answer: No this commission was removed per FCC rulings

27. Discussions at the pre-bid indicated the County may set up a site tour for potential bidders. If so, please let us know when the site tour will take place. Please note the American Jail Association conference is May 22nd through 25th.

Answer: Site tour was provided

28. If the County is offering a site tour, does the County intend to extend the deadline for proposals? If so, what is the new deadline?

Answer: site tour provided and proposal deadline extended.

29. For each facility, please provide a list of housing pods/units and the capacity for each pod.

Answer: Dates have been extended. Proposal deadline is now June 24, 2016 at 4:00 p.m.

30. It appears the County intends to change the deadline for proposal submission; however Addendum 1 still shows proposals are due 06/03/2016 prior to 4:00 PM E.D.T. Please provide confirmation that the County's deadline has changed and, if so, the date and time for the new deadline.

Answer: Dates have been extended. Proposal deadline is now June 24, 2016 at 4:00 p.m.

31. Who is the technical contact for this effort?

Answer: Wayne County Department of Technology/Sheriff's IT Personnel

32. Does the County currently utilize video visitation? If so, who provides the solution?

Answer: No. Only inmate arraignment

33. Who provides the Inmate Commissary Services?

Answer: Contracted with Continental Services

34. What other systems will WCSO need to upgrade for the new Jail facility mentioned in the RFP?

Answer: Wayne County cannot answer at this time. Waiting approval of a new facility by County CEO

35. Who is the current provider of the ITS today?

Answer: Securus Technologies

36. What is your current ADP?

Answer: 1800-2000

37. Is there any early release program that will have an effect on the ADP?

Answer: No.

38. What is the average length of stay for an inmate?

Answer: varies. Length of stay associated to charges, program, bail etc.

39. Can the vendor offer more than one rate and commission plan?

Answer: yes

40. Are there any booths or pedestals that will need to be installed/ replaced?

Answer: The current equipment was provided and installed by the current vendor. Vendors will need to install, mount and replace equipment at no cost to the county.

41. What is the name of the JMS Company and what is their contact information.

Answer: New World/Tyler All questions regarding JMS should be forwarded to Wayne County, regarding integration with the system. All integration costs are at the expense of the vendor with the new JMS system.

42. Please provide the current Call Count and Minutes of Use and revenue for the last 6 months broken out in the following:

Collect	Prepaid	Debit	Free
Local	Local	Local	Local
Intralata	Intralata	Intralata	Intralata
Interlata	Interlata	Interlata	Interlata
Interstate	Interstate	Interstate	Interstate
International	International	International	International

Answer: Forwarded to purchasing

43. Please provide the rates and commissions for the following calls broken out in the following

Collect	Prepaid	Debit
Local	Local	Local
Intralata	Intralata	Intralata
Interlata	Interlata	Interlata
Interstate	Interstate	Interstate
International	International	International

Answer: forwarded to purchasing

44. please provide the following, all fees being charged, setup fees, replenishment fees, funding fees, return fees and any other fees not listed but are being applied today.

This is a revenue generating contract: All integration fees, setup fees, are at the expense of the vendor.

We may need additional information on what they are asking.

T-NETIX, Inc., a subsidiary of SECURUS TECHNOLOGIES
Call Commission Report - April, 2016
RUN DATE: 5/11/2016 3:35:26 PM Process Date: 5/3/2016 8:16:46 AM
Contract ID: I-083268

Inmate Debit

Orig. Ald	Local Network	Local Min.	Local Calls	Billed Revenue	Intra-LATA Min.	Intra-LATA Calls	Intra-LATA Revenue	Inter-LATA Min.	Inter-LATA Calls	Inter-LATA Revenue	Intra-state Min.	Intra-state Calls	Intra-state Commissionable Revenue	Intra-state Non-Commissionable Min.	Intra-state Non-Commissionable Calls	Intra-state Non-Commissionable Revenue	Inter-state Min.	Inter-state Calls	Total Revenue	Total Min.	Total Calls	Commission
[redacted]		8,283	3426	$6,057.90	21370	8432	$3,955.68	8399	1961	$1,992.57	8869	3381	$0.65	0	0	$0.00	11	1	$27,181.16	38211	14634	$22,305.24
		68019	19894	$7,152.78	26719	7808	$3,338.84	7880	2141	$1,913.94	61899	5251	$0.00	0	0	$0.00	11	1	$13,405.56	137611	35276	$11,317.44
		140563	19743	$10,715.35	30885	7570	$3,705.79	4818	834	$1,113.54	102201	1743	$0.57	0	0	$0.00	11	1	$15,535.45	281114	73910	$12,319.29
Totals:		979,384.00	271554	30582	$31,206.53	110889	35494	$1,992.00	7360	1101	$0,000.38	31830	6491	$0.00	0	0	$0.00	61	0	$112,369.50	431000	34640	$93,150.29

Prepaid Collect

Orig. Ald	Local Network	Local Min.	Local Calls	Billed Revenue	Intra-LATA Min.	Intra-LATA Calls	Intra-LATA Revenue	Inter-LATA Min.	Inter-LATA Calls	Inter-LATA Revenue	Intra-state Min.	Intra-state Calls	Intra-state Commissionable Revenue	Intra-state Non-Commissionable Min.	Intra-state Non-Commissionable Calls	Intra-state Non-Commissionable Revenue	Inter-state Min.	Inter-state Calls	Total Revenue	Total Min.	Total Calls	Commission
[redacted]		68214	9431	$61,277.38	23723	2997	$3,980.00	1.70	1.2	$1,020.16	1.000	1.111	$0.00	0	0	$0.00	0	0	$67,823.14	94.24	100.00	$27,837.00
		31580	4299	$6,947.00	13334	1761	$1,979.57	1.00	0.7	$1,000.00	0.000	1.111	$0.00	0	0	$0.00	0	0	$9,926.57	45.78	2.00	$21,000.27
		51654	7142	$10,510.38	1.00	1.00	$1.00	1.00	0.8	$2,000.00	0.000	1.111	$0.00	0	0	$0.00	0	0	$12,511.38	51.65	1.00	$3,000.75
Totals:		$61,812.00	170885	17.00	$65,641.00	71692	6812	$1,978.00	2940	349	$8,852.13	27151	3145	$0.00	0	0	$0.00	0	0	$109,865.63	246.00	30.00	$61,716.81

Direct Billed Collect

Orig. Ald	Local Network	Local Min.	Local Calls	Billed Revenue	Intra-LATA Min.	Intra-LATA Calls	Intra-LATA Revenue	Inter-LATA Min.	Inter-LATA Calls	Inter-LATA Revenue	Intra-state Min.	Intra-state Calls	Intra-state Commissionable Revenue	Intra-state Non-Commissionable Min.	Intra-state Non-Commissionable Calls	Intra-state Non-Commissionable Revenue	Inter-state Min.	Inter-state Calls	Total Revenue	Total Min.	Total Calls	Commission
[redacted]		24.00	14	17	1.00	1.00	$0.00	1.00	1.00	$0.00	0.000	1.111	$0.00	0	0	$0.00	0	0	$111.51	1.11	14	$00.00
		621.10	124		551.00	78	33.30	1.00	1.00	$0.00	0.000	1.111	$0.00	0	0	$0.00	0	0	$133.34	2.00	92	$100.77
		849.00	20	1	1.00	127	10	1.00	1.00	$0.00	0.000	1.111	$0.00	0	0	$0.00	0	0	$113.51	1.11	1.11	$12.34
Totals:		8144.54	313	93	$751.20	311	64	33.30	1.00	1.00	$0.00	0.000	1.111	$0.00	0	0	$0.00	0	0	$357.10	3.00	118	$113.10
Grand Totals:		1,130,341.72	481,356	56,404	$47,[illegible]	[illegible]	11,403	$3,453.00	10,295	1,413	$19,[illegible]	61,413	11,[illegible]	[illegible]	[illegible]	[illegible]	72.00	1.00	$212.00	11	1	$[illegible]

OTHER REVENUE

CE#15 006 SEQ_CST_STRAT_COUNCIL_CHOLSTED BY CONTRACT

Revenue Type	Org. Adj.	Units	Revenue	Commissions
[redacted]				
[redacted]				
[redacted]				
[redacted]				
[redacted]				
[redacted]				
[redacted]				
[redacted]				
		Totals:		

Total Revenue:	$222,748.23
Commission Earned:	$167,360.66
Post Commission Deduction:	$12,001.26
Net Commission Earned:	$155,359.32
MAG Requirement:	$0.00
Commission Due:	$155,359.32

[redacted] BREAKDOWN

Call Type	Revenue	Minutes	Calls	Commission
Direct Billed Collect	$223.10	111	111	$167.33
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

[redacted] - SEE CBT SIGNAT_CONSOL GROUPED - BY CONTRACT

[illegible]	[illegible]	0	0	[illegible]
[illegible]	[illegible]	310	33	[illegible]
Prepaid Collect	**$199,909.53**	**220,000**	**20,000**	**$89,734.84**
[illegible]	**$1,470.00**	2,000	340	$1,178.00
[illegible]	**$0.00**	0	0	$0.00
[illegible]	36,937.12	22,031	2,100	$4,084.00
[illegible]	**$25,240.00**	11,092	9,012	$20,879.11
[illegible]	$0.00	0	0	$0.00
[illegible]	**$84,832.00**	**120,895**	**17,100**	**$90,000.00**
[illegible]	**$112,309.00**	**31,000**	**50,000**	**$90,390.11**
[illegible]	$1,792.00	0	1,101	$1,004.00
[illegible]	$12.20	0	0	$10.21
[illegible]	50,000.00	34,000	3,404	$0.00
[illegible]	$31,320.00	0	15,400	$28,070.00
[illegible]	$0.00	0	0	$0.00
[illegible]	$71,394.00	0	16,000	$50,000.00

Totals	**$838,700.33**	**880,344**	**65,077**	**$197,300.00**

Post-Commission Deductions

Fee Type	Embedded Fees	Separate & Distinct Fees	TOTAL
	$0.00	$0.00	$0.00

Warren C. Evans
County Executive

WAYNE COUNTY PURCHASING DIVISION

REQUEST FOR PROPOSALS
FOR
WAYNE COUNTY INMATE TELEPHONE SYSTEM

CONTROL #37-16-090 ADDENDUM NO. #6

ADDENDUM ISSUE DATE: MONDAY, JUNE 20, 2016

This Addendum is being issued prior to the acceptance of Proposals to allow for the following, clarifications, and/or answers to questions.

QUESTIONS AND ANSWERS:

1. Requirement 1.c on page 16 mentions the county's Small Business Program. What credits, if any, will be allotted to proposer who qualify as small businesses or utilize subcontractors who qualify as small businesses?

   Answer: A 2% equalization credit will be allotted to suppliers who are Small Business Enterprise Certified at the time of bid submission.

Warren C. Evans
County Executive

WAYNE COUNTY PURCHASING DIVISION

REQUEST FOR PROPOSALS
FOR
WAYNE COUNTY INMATE TELEPHONE SYSTEM

CONTROL #37-16-090 ADDENDUM NO. #7

ADDENDUM RE-ISSUE DATE: WEDNESDAY, JUNE 22, 2016

This Addendum is being issued prior to the acceptance of Proposals to allow for the following, clarifications, and/or answers to questions. This is the last question received that is being answered.

QUESTIONS AND ANSWERS:

1. Requirement 1.c on page 16 mentions the county's Small Business Program. What credits, if any, will be allotted to proposer who qualify as small businesses or utilize subcontractors who qualify as small businesses?

   Answer: A 2% equalization credit will be allotted to suppliers who are Small Business Enterprise Certified at the time of bid submission.

Warren C. Evans
County Executive

WAYNE COUNTY PURCHASING DIVISION

REQUEST FOR PROPOSALS
FOR
Inmate Phones

CONTROL #37-16-007 ADDENDUM NO.2

ADDENDUM ISSUE DATE: MONDAY, AUGUST 15, 2016

This Addendum is being issued prior to the acceptance of Proposals to allow for the following changes:

MODIFICATIONS: Change to Answer #28

28) Will the County provide office space for the management oversight person to use?

CHANGE: Answer: ***There is an office available in CAYMC for the Third Circuit.***

PROPOSAL FORM

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

TO: WAYNE COUNTY:

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

ADDENDA:
The undersigned has read, understands and is fully cognizant of the Information to Proposers, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): 1, 2, 3, 4, 5, 6, 7 (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:
The undersigned, by submission of this Offer, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this RFP, and to enter into a contract with the County, in accordance with the conditions, scope and terms, as well as the Form of Contract, together with any written addenda as specified above.

COMPLIANCE:
The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that: 1) the Proposer is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:
The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE GUARANTEE:
The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

SUBMITTAL REQUIREMENTS:
The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.
No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Price Sheet & Cost Proposal

As requested, Telmate has included the completed Price Sheet with our proposal. We have also provided information related to our proposal pricing and the new regulations.

This Cost Proposal section contains:

- Proposal Pricing
- Narrative on New Regulations and Effect on Commissions
- Completed Price Sheet

Proposal Pricing

Telmate's proposal includes all of the services desired by Wayne County, as detailed in the County's RFP for Inmate Telephone System. Specifically, Telmate will provide the following at no cost to the County:

- Comprehensive inmate telephone services
- Low call rates that encourage connections to friends and family
- Remote and on-site Video Visitation Services
- Secure Inmate Tablet solution
- Telmate lobby kiosks for your facilities
- Powerful investigative tools with chain of custody
- Inmate applications such as grievances, requests and commissary ordering
- Integration with your JMS and commissary systems
- Pain-free installation with zero downtime for inmate calls
- Dedicated on-site systems administrator
- Telmate Lobby Kiosks for each of your facilities
- Full-time, local technician dedicated exclusively to Wayne County
- 24/7/365 live, US-based, bilingual facility support
- Ongoing maintenance, equipment replacement, repair and upgrades
- Ongoing complimentary training throughout the contract
- And more as it becomes available

All of Telmate's products operate on a single unified platform. You'll have complete control over your entire inmate communications network, all from one centralized system, which authorized users can access from any computer with an internet connection. This also means that your staff only has to be trained on one system. Our solutions will be complete, turn-key, and provided at no cost to Wayne County. Our proposal is inclusive of all features and functionality described in

CALLING RATES

CALL LENGTH 0-10 MINUTES

CALL TYPE	~~COMMISSION RATE~~ Facility Support Fee	SURCHARGE	PER MINUTE
Local Call	$0.01 to $0.07	$0.00	$0.14
IntraLATA	$0.01 to $0.07	$0.00	$0.14
InterLATA	$0.01 to $0.07	$0.00	$0.14
InterState	$0.00	$0.00	$0.21

CALL LENGTH OF 10 + MINUTES

CALL TYPE	~~COMMISSION RATE~~ Facility Support Fee	SURCHARGE	PER MINUTE
Local Call	$0.01 to $0.07	$0.00	$0.14
IntraLATA	$0.01 to $0.07	$0.00	$0.14
InterLATA	$0.01 to $0.07	$0.00	$0.14
InterState	$0.00	$0.00	$0.21

Please Note: Federal law prohibits flat-rate calling at this time. All call rates are based on a one-minute minimum.

Due to the current regulatory environment, we have constructed our offer without commissions instead we are offering a facility support fee. The rates expressed in the chart above are

Commissary ordering	Religious content and addiction resources
Access to Facility-Provided Law Library	Educational and life-skills tools
PREA	

New Regulations and the Impact to Commissions

The recent FCC rulings have affected the inmate communications industry by limiting the Fees that can be charged to inmates, friends and family. These fees were a sizeable source of revenue for inmate phone companies and allowed them to pay very high commission rates to the counties that they serve. In addition to limiting permissible fees, the FCC eliminated connection charges from the pricing mix, and removed the call minimums. Now an inmate is charged low account set up fees, and can pay for as little as one minute of call time if they have that in their account. We are seeing that the FCC's order that goes into effect in June of 2016 for Jails, even though partially stayed, will have dramatic impacts. Although the ceilings for all Local, IntraLata, and InterLata call types have been removed by the stay, there are sensitive pricing considerations that come into play and a theoretical upper-limit exists regardless of any ceiling imposed by an outside party. Inmates, friends and family will limit their calling if per-minute rates are too high. Plain and simple.

In summary the ruling puts into effect:

1. Substantial reduction in the type and amount of fees associated with inmate telephone services.
2. Significant reductions in per minute charges for inmates with communications disabilities, including TTY and TDD charges.
3. Zero accommodation for costs that facilities incur to provide inmate telephone services.

The FCC concluded that inmate calling service (ICS) providers should not be allowed to recover costs associated with site commission payments, even if those reflect costs actually borne by the facility to provide or permit inmate calling services. Specifically, it found that "the record is not clear as to whether the correctional facilities in fact bear a cost in the provision of ICS that is unique to the provision of phone service in addition to the costs of operating a correctional

PRICE SHEET

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

The Wayne County Sheriff's Office is contracting for Inmate Telephone Services to be provided under the specifications in this Request for Proposal.

Please state the rates and commission for providing the services:

CALL LENGTH 0-10 MINUTES

CALL TYPE	~~COMMISSION RATE*~~	SURCHARGE	PER MINUTE
Local Call	$0.01 to $0.07	$0.00	$0.14
IntraLATA	$0.01 to $0.07	$0.00	$0.14
InterLATA	$0.01 to $0.07	$0.00	$0.14
InterState	$0.00	$0.00	$0.21

CALL LENGTH OF 10 + MINUTES

CALL TYPE	~~COMMISSION RATE*~~	SURCHARGE	PER MINUTE
Local Call	$0.01 to $0.07	$0.00	$0.14
IntraLATA	$0.01 to $0.07	$0.00	$0.14
InterLATA	$0.01 to $0.07	$0.00	$0.14
InterState	$0.00	$0.00	$0.21

Rates must include all fees.

***Telmate is providing a Facility Support Fee in place of a Commission Rate.**

Please Note: Federal law prohibits flat-rate calling at this time. All call rates are based on a one-minute minimum.

BUSINESS INFORMATION QUESTIONNAIRE CONTINUED

ADDITIONAL INFORMATION REQUIRED BY THE COUNTY:

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name	Address

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with Wayne County, or with any of its Commissioners or officers.

<NONE>

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

1 R2 (Dun & Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

TELMATE, LLC

(Name of Company)

By _____ 6/8/2016

(Signature) (Date)

Pablo Nichols, General Counsel

(Title)

ETHICS CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): Ian Dunnington

Signature: _____ Date: 6/8/2016

Company Name: TELMATE, LLC

Company Tax ID #: 270317304

ETHICS DEFINITIONS

Contract Manager

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

Immediate Family

YOUR FATHER, MOTHER, SON, DAUGHTER, BROTHER, SISTER, UNCLE, AUNT, GREAT AUNT, GREAT UNCLE, FIRST COUSIN, NEPHEW, NIECE, HUSBAND, WIFE, GRANDFATHER, GRANDMOTHER, GRANDSON, GRANDDAUGHTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPFATHER, STEPMOTHER, STEPSON, STEPDAUGHTER, STEPBROTHER, STEPSISTER, HALF BROTHER, HALF SISTER, AND INCLUDING THE GRANDFATHER OR GRANDMOTHER OF AN INDIVIDUAL'S SPOUSE. IT SHALL ALSO INCLUDE A FORMER SPOUSE OR AN INDIVIDUAL WITH WHOM THE PUBLIC SERVANT HAS HAD A CHILD IN COMMON.

Substantial Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt of $500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than $10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

WAYNE COUNTY HUMAN RELATIONS DIVISION
FIRST TIER SUBCONTRACTOR DESIGNATION FORM

To be completed by Prime Contractors for "First Tier" Subcontractors Only

This form Must be completed by all prime contractors receiving a contract of more than $50,000 (supply/service) or more that $100,000 (construction) from Wayne County regardless of the dollar amount at which the subcontractor participates. The prime contractor is responsible for ensuring that all first tier subcontractors are in compliance with the FEP ordinance.

****THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED****

1. CONTRACT NUMBER: 3 7 - 1 6 - 0 9 0 **(number on bid announcement)**

2. CHECK ONE:

This is a: ☒ SUPPLIES/SERVICES contract **(over $50,000? ☒ YES ☐ NO)**

OR

☐ CONSTRUCTION contract **(over $100,000? ☐ YES ☐ NO)**

3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)

☐ YES ☒ NO

(This page must be completed even if no subcontractors will be used)

Prime Company Name: TELMATE, LLC		Fed Tax ID: 270317304	
Address: 655 MONTGOMERY ST., 16TH FLOOR			
City: SAN FRANCISCO	County: SAN FRANCISCO	State: CA	Zip: 94111
Phone: (415) 933-7139	Fax: (415) 520-0343		
Authorized Contact Person: Ian Dunnington		Email: proposals@telmate.com	

I Declare that all of the information contained in this form is complete and accurate to the best of my knowledge.

Print Name Pablo Nichols Title General Counsel

Signature [signature] Date 6/8/2016

If you answered "YES" to subcontractors, complete the next page.

Doing Business with Wayne County

For any technical issues you are experiencing while registering your business or viewing the contents of this website, please contact Wayne County Call Center at 313-224-5051.

Company Profile | Payment | Certification(s) | My Profile | FAQs | Logout

Apply for Certification(s) | Certification(s) Status | No Current Certification(s)

The FEP application has been submitted succesully for processing. A confirmation email with a copy of the FEP application has been sent to all the sign authorities and online users. You will also be notified when the application is approved/denied.

Certificate Status

Certification Type	Status	Applied Date	Effective Date	Expire Date
FEP - Fair Employment Practice	Pending	6/6/2016		

If you do not have a current version of Adobe Acrobat Reader installed, please visit Adobe.com for the latest version.

Tab 5: Financial Statement

PROPOSAL CONTENT: The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):

ll) A copy of Proposer's latest audited, reviewed, or compiled financial statements (balance sheet, income statement, statement of cash flows, footnotes) prepared by an independent certified public accountant. If your company is not required by federal, state and local law, financial institutions, or company management to have audited, reviewed, or compiled financial statements prepared by an independent certified public accountant, you may submit an internally generated balance sheet and income statement instead.

Telmate Response: Telmate has read, understands and will comply.

Telmate has included a copy of our latest **confidential** Consolidated Financial Statement in the Attachments tab of this proposal. We will provide a 2015 financial statement upon award, as it has not not yet been completed. Please see the Attachments tab of this proposal for our **confidential** Consolidated Financial Statement.

Tab 6: Minimum Qualifications

PROPOSAL CONTENT: The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):

iii) Evidence showing that the Proposer meets each of the Minimum Qualifications listed in the Scope of Work of this RFP. (See next section for more detail.)

Telmate Response: Telmate has read, understands and will comply.

Telmate has provided evidence that we meet each of the Minimum Qualifications listed in the Scope of Work of the RFP. Please see our response to b. Experience, Qualifications and Customer Service, #1 in Tab 7: Submittal Requirements Specific to Evaluation Criteria, for a detailed response.

Tab 7: Submittal Requirements Specific to Evaluation Criteria

SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: Submit a complete response to each of the following items. List them in the order below, following your submission to the above:

Telmate Response: Telmate has read, understands and will comply.

Telmate has provided a complete response for each of the following items.

a) Commission Rates and Fees:

(1) Provide your rates for the service.

Telmate Response: Telmate has read, understands and will comply.

Please refer to Tab 4: Required Forms for our completed Price Sheet.

(2) Provide your fees (i.e. bill statement fees, connection fees, and account set-up fees).

Telmate Response: Telmate has read, understands and will comply.

Please refer to Tab 4: Required Forms, where we have provided our fees together with our completed Price Sheet.

b) Experience, Qualifications and Customer Service:

(1) Describe how you meet or exceed the minimum qualifications in the Scope of Work in this document.

Telmate Response: Telmate has read, understands and will comply.

We have responded to each of the minimum qualifications below.

MINIMUM QUALIFICATIONS: Proposers (specifically, the business that will be contractually bound under the contract with the County) will be deemed non-responsive and rejected without any further evaluation if they do not meet the following mandatory qualifications:
a) The Proposer or its key personnel must have three (3) or more years of previous correctional, institutional, or other telecommunication experience. Subcontractors or key personnel experience may be used to satisfy this requirement in lieu of the Proposer as a business.

Telmate Response: Telmate has read, understands and will comply.

- On-site administrator or technician at the facilities on the day of implementation as requested by the client, Telmate will coordinate the presence of an on-site administrator or technician at the facilities on the day of implementation to place test calls and ensure the system is functioning properly, as well as provide training for all facility staff as deemed necessary by the WCSO.

- Types of training: Onsite and via the internet/web. Telmate's training will include, but not be limited to, onsite training sessions, online training sessions via the internet/web, and web-based support resources and videos available to staff on demand.

- Acknowledged and verified training: All participating WCSO staff and Telmate trainers must complete and sign a training acknowledgement form. This training acknowledgement form will be provided by the WCSO.

- Training resources: Telmate will provide training manuals to the client's staff at all training meetings that will become the client's property. Telmate will also provide full documentation for all of the ITS features and functionalities, and as requested by the WCSO, Telmate will provide informational pamphlets to inmates describing applicable features and functionalities of the ITS and VVS solution.

- Product upgrades training: As product upgrades are rolled out, training courses will be offered through online instructor-led courses, twice a month throughout the year. Telmate's ongoing training ensure that WCSO staff always keep pace with current and newly released features and make the most of your system.

Telmate Trainers and Resources

Experienced Telmate employees will be the client trainers to conduct all training through on-site, one-on-one, group classroom training sessions, and online instructor-led classes. Telmate delivers standard training using both hands-on experience with your data, and using instructor demonstrations to ensure each trainee understands all ITS concepts. Training is job specific to make the most of the staff's time and can be provided during multiple shifts to ensure full coverage of the facility.

Telmate training programs coupled with our easy-to-understand system interface, documentation and help resources will enable facility staff to use all features the first day of installation. Since products are web-based, after a 2-3 hour training session most officers find it easy to maneuver through the features immediately using our drop down and click box menu capabilities.

	• Digging into the details
Super User Activities	• Learning time-saving tips and tricks • Discussing actual facility situations and turning evidence into intelligence • Troubleshooting for operational and maintenance staff to minimize unnecessary service calls

Telmate will provide a curriculum specific to the WCSO that can be used initially, and throughout the term of the agreement, to ensure we provide training in the manner and on the features most important to the client.

Training for Friends & Family

Telmate also provides training for the friends and family of inmates to ensure that they are comfortable with the procedures for setting up an account on gettingout.com, funding an inmate account, setting up a video visit, and similar pertinent services. Typically we provide this training in your facility lobby as part of the installation process. This ensures that friends and family know how to use the system from day one. We also provide marketing materials for friends and family that you can make available to them at your facility.

Our staff will remain onsite after go-live to work with friends and family in the lobby, so that we can train them on how to use our products, we will also show your staff resources on the lobby kiosk they can point friends and family to in order for them to "self-help".

Training for Inmates

Our staff will train inmates in their housing units on how to use all of the technology, how to get tutorials, how to use our automated inmate customer service and how to use all the features and functionality that is allowed by your facilities.

Telmate Reports

Telmate's reporting system works seamlessly with our unified platform to generate custom reports on every aspect of inmate communications, including calls, visits, deposits, relationships, billing and more. With Telmate Reports, system activity is just a click away, ensuring staff and investigators are fully informed with up-to-date usage information for calls and video visits.

Telmate can provide the County with customized reports as needed. We also can also provide investigator reports as part of our Telmate Investigator tool. Telmate reports can be downloaded as CSV, Excel, ASCII, HTML, or PDF files, and printed, attached or incorporated into email.

Telmate's Open Architecture Systems and Software

Telmate's ITS/VVS solution is entirely web-based and utilizes modern open-source technology platforms to help prevent early obsolescence. This allows our software to be continually updated without being inherently dependent on proprietary software. Telmate's calling platform architecture was built from the ground up, and does not rely on a legacy system, like those used by other ITS providers. Telmate utilizes an all-digital VoIP network for transmission of calls. This offers enhanced call clarity and connection. Telmate is the leader in developing innovative technology solutions for inmate communications, and is committed to supporting your facility well into the 21st century.

b) The Proposer or its key personnel must have proven ability for a contract start-up upon Commission approval with an anticipated start date of August 26, 2016 (suggested date).

Telmate Response: Telmate has read, understands and will comply.

The Telmate installation team has completed more than 200 equipment installation projects across the United States including numerous successful installations in counties in Michigan (Kalamazoo and Allegan) and its neighboring states of Indiana and Wisconsin. Our unique scalable plan means that we can install and turn up our equipment in 5 days or less, whether a facility has 50 beds or 5000. Telmate provides a low-stress, low-change installation to all of our implementations. Our goal is to take the burden off of you during this process. Our customers are always surprised to see that our installations are less hectic than expected. Telmate has extensive experience installing and maintaining inmate telephone systems. Our experience has helped us develop best practices in installation and cutover procedures. Our teams work together on a regular basis and strategically plan for a smooth transition of service.

Please refer to the Sample Implementation Plan we have provided in response to *c. Work Plan and Timeline* for more information on our standard installation procedures.

The following are just a few examples of our change-management and implementation expertise:

For the Montana Department of Corrections

The Montana Department of Corrections needed phones for their 2,000 inmates located across four facilities. They wanted the entire ITS system completely installed in 60 days. The Telmate

- Marshall County, IN
- Washington County, IN
- Monroe County, IN
- Vanderburgh County, IN
- Hamilton County, IN
- Rock County, WI
- Greene County, MO
- Harlan County, KY
- Laurel County, KY
- Boyle County, KY

Theresa will act as your main point of contact throughout the installation process, and Regional Account Manager Julio Alvarez will serve as your main point of contact post implementation. Julio is the Telmate Regional Account Manager for the states of Indiana, Wisconsin, Michigan, Illinois, Missouri, and has assisted with recent installations in those states by providing training for facility staff, inmates, and their friends and family. Theresa and Julio are both very familiar with your region, and they will work with the WCSO to understand your specific needs and provide the exceptional service for which we are known.

As your Account Manager, Julio will handle all ongoing matters involving inmate telecom services, including regular account maintenance and service, meetings with facility staff, and training for both facility staff and inmate friends and family. He will be supported by the entire Account Management department. Telmate will provide a full-time on-site systems administrator as requested, and will also provide a full-time Telmate technician who will dedicated exclusively to your facilities. We also have a dedicated technician who provides service to Kalamazoo County and can provide additional back-up service in case of an emergency. Finally, Wayne County will be supported by Telmate's 24/7/365 live customer service center in Ontario, Oregon, who will resolve issues remotely or dispatch local technicians as needed. We know that for the County, having access to local staff means quick response times for repairs and support as well as regular maintenance, questions, training and upgrades.

On the following pages, we have provided a company organizational chart and bios for the Telmate team proposed for Wayne County, along with information on our Ontario, Oregon customer service center.

the country. He performed management of 14 site installations for the Oregon DOC transition. The success of this project earned Telmate the **ODOC 2013 Contractor of the Year** award. His focus is always on finding ways to make installations go more smoothly and efficiently. On a daily basis, Mike manages and organizes facility installs, site previews, and orders equipment. He also manages on site installations, hardware manufacturing, and is responsible for ongoing quality and service at Telmate accounts.

Darren Wallace, VP of Business Development

With more than 15 years of experience in the communications sphere, Darren has honed his expert skills in technically-centered sales, business development, and information technology. Darren is a relationship builder and a strong public speaker and leader. He works to meet a client's overall needs, and his passion lies in uncovering unspoken needs and working with Telmate teams to meet those needs. Darren is a Sales and Business operations professional with a diverse background and a consistent focus: the customer. His primary objective is to create solutions and establish effective, trustworthy relationships with clients.

In 2013, Darren was named as part of the Telmate team receiving the Contractor Award of the Year from the Oregon Department of Corrections.

Rob Gordon, Director of Account Management

With 36 years of law enforcement experience, (retired) Sheriff Rob Gordon has a thorough understanding of what is important to law enforcement agencies and professionally managed jails. Rob's unique background in law enforcement allows him to connect directly to the concerns of Telmate clients and seek new ways to serve them. Since 2013, he has worked to provide an excellent experience for Telmate clients. As our Director of Account Management, he is responsible for the oversight of Telmate's Account Managers, who provide service to over 200 jails and prisons. In all of his work, Rob focuses on educating Account Managers on the concerns that clients face daily, and helping Account Managers to anticipate needs before they arise. Rob is a board member with the Pacific Northwest Chaplain's Association (a group that trains chaplains for law enforcement agencies) and with Accounting Aid For Fraud Victims (a non-profit group that assists law enforcement with forensic accounting examinations – primarily elder abuse cases). He remains active with the Oregon State Sheriff's Association, volunteering to assist with their Command College and other functions. Rob was selected as the Oregon Jail Manager of the Year in 1998 and 2001, and was twice named Oregon's Sheriff of the Year.

Kelly O'Neil, Senior Account Manager

Kelly serves as the Senior Account Manager for Telmate. He has been with Telmate since 2008. His duties include overseeing management of all Telmate accounts, assisting account managers on inmate telephone system training, and SNAP training. Kelly supports facility operations for jails and correctional facilities that work with Telmate. He also manages and expands

Telmate's Ontario, Oregon Support Center:

Telmate's customer service department responds to inbound customer service needs; tracks those needs through our trouble ticketing system, and operates as our technician dispatch service. Because of Telmate's sophisticated and automated diagnostic tools, our customer service, and our dispatch service, our techs can respond quickly with estimated time for repairs if a hardware failure has occurred, a request to rapidly access and replace/repair equipment. Telmate's facility support team is available 24 hours a day, 365 days a year. We respond quickly to ALL issues, and for any problems requiring onsite service, we will dispatch a local technician within 2 hours.

Our goal is to assist callers and resolve their issues during the first contact. We staff peak calling hours in an effort to minimize wait times. We are known for our "two-ring" challenge, which means that our customer service representatives pick up calls within two rings (and often one!) as a matter of standard practice. We believe in the human touch, that you have a right to speak with real people, not machines, and that those people should be based in the United States. Our customer service department is the largest group of employees within our company and includes numerous native--speaking bilingual staff members We report on and audit all of our processes for quality to ensure we are meeting our expectations. We have response targets in place to ensure that we are responding to our customers in a timely manner, and dispatch

b) The Proposer or its key personnel has five (5) or more years of previous correctional, institutional or other telecommunication experience. Subcontractors or key personnel experience may be used to satisfy this requirement in lieu of the Proposer as a business.

Telmate Response: Telmate has read, understands and will comply.

Telmate has provided inmate telephone services for over 10 years. From city and county jails to federal facilities, we serve inmate populations of all sizes—many exceeding 2,000 beds. We provide innovative ITS, VVS, and tablet/inmate educational products, and provide unmatched customer service to over 300 correctional facilities spanning 39 U.S. states and five Canadian provinces.

c) The Proposer demonstrates proven ability for a contract start-up upon Commission approval with an anticipated start date of August 26, 2016 (suggested date).

Telmate Response: Telmate has read, understands and will comply.

(3) Provide at least three (3) references for similar projects, including name of establishment, address, dates of service, contact name and telephone number. Clearly indicate for the projects which, if any, of the proposed key personnel worked on each.

Telmate Response: Telmate has read, understands and will comply.

Telmate requests that in the event of a FOIA, the County will please redact all contact information for the references listed below.

Name of Establishment: Washington County Jail
Address: 215 SW Adams Ave, Hillsboro, OR 97123
Dates of Service: 2014-Present
Contact Name: Luke D. Krieger
Telephone Number: 503-846-2567
Key personnel involved in this project: Mike Boyer, Theresa Crim, Rob Gordon, Kelly O'Neil, Justin Tidwell

Name of Establishment: Oklahoma County Jail
Address: 201 N Shartel Ave. / Oklahoma City, OK 73102
Dates of Service: 2009-Present
Contact Name: Major Jack Herron, Jail Administrator
Telephone Number: 405-713-1936
Key personnel involved in this project: Mike Boyer, Theresa Crim, Darren Wallace, Kelly O'Neil, Justin Tidwell

Below Telmate has provided bios including experience and qualifications for each of the key personnel for Wayne County. Please refer to *Tab 8: Attachments* for detailed resumes for all key personnel.

Key Personnel for Wayne County

Theresa Crim, Project Manager

Since 2011 Theresa has served as Project Manager on the installation team at Telmate, where she is responsible for performing installation related duties including site previews, creating scope of work for facility staff and install team, and managing and monitoring all steps of installation process for more than 45 projects across the country. She trains facility staff to use our system, leads inmate training on Telmate equipment and policies, and supports Friends and Family in the Lobby during the installation and beyond if needed.

Mike Boyer, Installation Lead

Director of Installation, Mike Boyer's extensive experience as a director of operations and installations positions him as an ideal candidate to oversee a smooth, efficient transition of service for your facility. He has served in this role at Telmate since 2003, and is an expert at how to run a successful installation. Mike is a leader in the field of inmate technology installation at correctional facilities of all types, including new builds, large facilities, and aging structures. He is a strategic and creative project manager and optimizes teams to stay on schedule even when faced with challenges. Mike has completed successful installations at multiple facilities across the country. He performed management of 14 site installations for the Oregon DOC transition. The success of this project earned Telmate the **ODOC 2013 Contractor of the Year** award. His focus is always on finding ways to make installations go more smoothly and efficiently. On a daily basis, Mike manages and organizes facility installs, site previews, and orders equipment. He also manages on site installations, hardware manufacturing, and is responsible for ongoing quality and service at Telmate accounts.

Darren Wallace, VP of Business Development

With more than 15 years of experience in the communications sphere, Darren has honed his expert skills in technically-centered sales, business development, and information technology. Darren is a relationship builder and a strong public speaker and leader. He works to meet a client's overall needs, and his passion lies in uncovering unspoken needs and working with Telmate teams to meet those needs. Darren is a Sales and Business operations professional with a diverse background and a consistent focus: the customer. His primary objective is to create solutions and establish effective, trustworthy relationships with clients. In 2013, Darren was

visit his accounts several times a year to make sure our products meet our customers' expectations, as well as to submit and follow through with any requests they may have.

Justin Tidwell, Support and Maintenance
Justin oversees the achievement and maintenance of agreed customer service levels and standards, monitors the daily operations of the facility service team, prioritizes and delegates work tasks to ensure proper functioning of the department, ensures the necessary resources and tools are available for quality customer service delivery, monitors reports and database information.

(5) Describe protocol to receive and respond to customer complaints.

Telmate Response: Telmate has read, understands and will comply.

Telmate offers facility staff, friends, and family with a customer-support number that is always answered by a live U.S.-based operator 24 hours a day, 365 days a year. Customers may also email fsr@intelmate.com and get a response within 2 hours. In addition, Telmate has extensive escalation procedures described below. If an issue requires further action, Telmate's system features a built-in trouble ticket system, which means facility staff can monitor the status of a ticket from start to finish.

Telmate provides inmates with an easy-to-use telephone support service from directly inside their own housing pod. Each Telmate Phone has a quick guide of instructions posted next to it. Telmate staff train inmates in each pod on the day of live operation. Finally, inmates can always dial 211# for the Telmate Automated Service line where they can leave a message and receive a pre-recorded answer. Telmate provides inmates with a secured voicemail system that allows them to report issues directly to customer service.

Telmate representatives monitor all inmate voicemail requests and resolve the issues the same day they are reported, often within minutes of the voicemail message. Telmate's secured voicemail system also allows customer service representatives to leave prerecorded voicemail responses for the inmate informing them of the resolution of their issue (i.e., You have been credited with one free call to 999-999- 9999).

Telmate Escalation Procedures

In case of a significant system failure, Telmate will dispatch a local technician to the facility within two hours of the call, 24/7/365, according to a strict preventative maintenance schedule (see below). In case of a minor problem, service is available within 24 hours from request, and inoperable equipment will be replaced within 48 hours.

Telmate's inmate telephone system and video visitation solution operate on Telmate's private network, connecting by way of a data line that Telmate will install and pay for. The WCSO network will not be affected or accessed in any way.

Centralized Platform: Telmate's centralized and unified platform is accessible from any system that can securely connect to the Internet. Since Telmate's ITS is on a centralized platform, any and all ITS information is immediately available to County staff no matter their location. This allows Telmate to support and manage the ITS with no County intervention. Telmate can ensure the system is running smoothly, and rapidly deploy system enhancements so the County will never have to wait for a system upgrade. With Telmate, there is no need for a technician to physically visit a facility for software or server upgrades because the upgrades are remote.

Decentralized network: Telmate's network however is highly decentralized, with minimal hardware located on-site. Our system processes and stores call recordings off-site at our geographically separated data centers. Our decentralized network architecture enables us to remotely deploy software updates from our San Francisco office, meaning the County will always be running the latest version of our software, removing the headaches of outdated versions, incompatibilities, and other problems.

Less Onsite Equipment: Telmate requires less onsite equipment at each facility than most other solutions, which means our hardware typically requires far less power and space than other inmate phone solutions. Because all equipment installed is modular, any component can be quickly replaced without the timely delays associated with troubleshooting traditional telecommunication products and the failure of any component will affect only a small group of phones. Thus, failures will rarely affect the entire facility.

Network Requirements: Telmate's inmate telephone system operates on Telmate's private network, connecting by way of a data line that Telmate will install and pay for. The County's network will not be affected in any way.

Network Connectivity: Telmate features continuously running diagnostics, checking both hardware and software for potential points of failure, multiple times per minute. Telmate uses an enterprise-class distributed monitoring system to monitor all server hardware, software services and customer end-points.

c) Work plan and Timeline:

(1) Submit a detailed work plan.

Telmate Response: Telmate has read, understands and will comply.

		Call Quality: Tone, test and verify integrity of all phone and data lines
		Call Load Test: Run proprietary testing algorithms to verify onsite and offsite equipment meets or exceeds specifications
		Trust Integration: Assure 411 transfers and deposits process and reflect in trust software
		Inmate Phone Test: Manually test all phones for sound quality, volume and voice biometrics
		Video Visit Station Test: Manually test Telmate Inmate Stations for screen calibration, sound quality, volume, base and camera
		Backup Power Test: Test UPS backup
		Kiosks: Perform latency testing to ensure all kiosks are performing to specification. Test deposits, assure they show up in user interface
		Fail over testing: Perform load and latency testing to ensure that adequate bandwidth has been provisioned
		Training: Verify staff and administrative training via testing and certification
		Facility Approval: Obtain sign off from facility staff on all deliverables and checklists
		Monitoring: Telmate will perform continuous ongoing monitoring of phone stations, data lines, and call quality through the life of the contract
		Accounting: Produce and commission and auditing reports in a manner and consistent with requirements of the WCSO's finance department. Receive confirmation of acceptance from finance department. Assure correct facility banking information is recorded
		Alarms: Ensure PREA Alarms and Crime Tip Alarms are set up correctly

Facility: _____

Certification Signature: _____ Date: _____

Telmate's 60-Day Installation Outline

Below is a sample Telmate timeline from signed contract to training over 60 days:

Day 1	**Executed contract signed and received**
Day 2	Review RFP Response Review of contract and final facility options selected Contact facility to identify facility contacts, phone numbers and email Determine shipping information and storage Review site survey Verify demarc and address Bill of Materials (BOM)
Day 3	BOM organized by supplier and individually ordered Data lines ordered (up to 37-day duration)
Day 4	Select project managers Select install teams Tentatively calendar and determine holiday conflicts and/or facility conflicts and travel arrangements
Day 5	Contact facility, calendar final adjustments and install dates, advise status update (14 days)
Day 14	Verify and confirm ship date for each BOM ordered
Day 38	Contact facility with update
Day 40	"Gen" centralized facility configuration and test off-line
Day 55	Verify data line received, dispatch technician to confirm line and capacity
Day 56	Install team arrives at site, verifies equipment shipped and ready and stage for install, final site walk, identify install stages and time of day
Day 57	Hang instruction sheets, begin install, cut station sets, test to Telmate Call Center, allow detainee access and free calls
Day 58	Staff orientation
Day 59	Final inspection and acceptance
Day 60	WCSO staff training

parts and are designed and installed in a way that prevents safety hazards to users, and minimizes vandalism and destruction of property.

Phones are well secured to walls and inmates cannot remove them. Telmate also provides phones mounted on roll-carts for portable use. All phones are purchased, installed and maintained by Telmate. All inmate telephones have adjustable volume control and echo cancellation handsets that are specifically designed to minimize side tones and background noise. Our system also supports all the same features on hands-free speaker-phones that are available on regular inmate phones. Braille keypads (for the visually impaired) can also be provided as needed by the facility. Telmate has many years of experience providing public phone service for physically impaired users and will work with the facility to ensure that all needs of physically impaired inmates are met.

Telmate's Video Visitation System

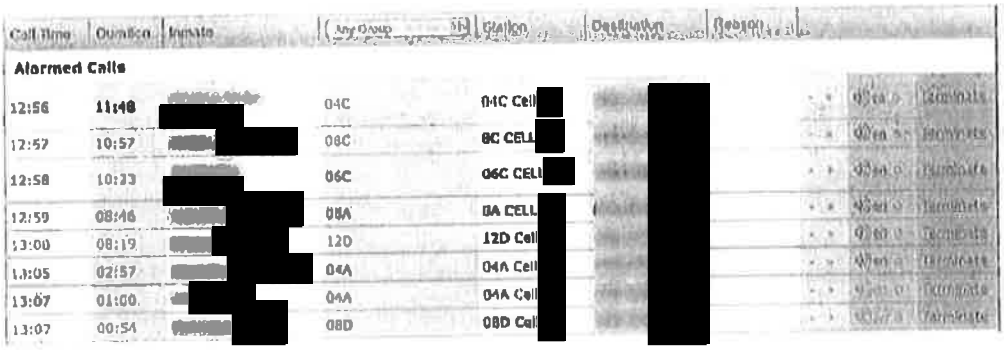
Telmate's Video Visitation Solution runs on the same platform as the ITS system, and utilizes the same features and functionality. Our VVS solution allows users the ability to schedule visits, respond/reject requests, suggest visit times, and more all without directly communicating with the inmate.

Telmate's visitation scheduler will automatically notify the user via email when a visit is scheduled or canceled. The county can define the length of visitations, with a standard minimum visitation length of 15 minutes. Maximum visitation length can be programmable facility-wide, by housing unit, individual station or group of stations, or by inmate. All configurations can be over-ridden by authorized personnel. Video Visitation sessions display the remaining time for a visit on-screen.

Telmate automatically records ALL non-privileged video visitation sessions. Telmate will store all recorded video visitations online, just as we do with phone calls. Telmate's Video Visitation solution includes Detail of Video control option capabilities, and investigators can easily retrieve video recordings online from the Video Records search screen via Telmate Command. A visit can be located by inmate name, Visitor name or date, Station, and time of visit, and reports can be run based on these criteria. Facility staff can play selected videos by clicking on the Video button. Hovering over the Video button displays the visit ID number for quick visit verification.

With Telmate, video visitation can be scheduled by a visitor, an inmate, or by the TCSO. Telmate's visitation management portal takes the stress out of what used to be a tiresome task of manually coordinating hundreds of inmate visitation schedules, including face-to-face, remote, and onsite video visits. Our system automates the process and frees up staff to focus on more important matters.

Inmate visitation management is included in our full services offering at no cost to the facility. The following response details how each of these parties sets up a visit on the Telmate VVS



Call-Recording Storage and Instant Access

Telmate will store all call information for as long as the Authority needs them. All call recordings marked "recordable" are automatically stored in the ITS. Recordings are accessible instantly and are available on demand at anytime.

Telmate's copying/burning process is built into our ITS. We employ a shopping cart feature for downloading recordings to disc, with no file size limits on downloads. Facility staff may select any number of call recordings in the cart and select download, whether they have listened to the recordings or not. This generates a single zip file that contains all the desired audio files in the specified format, along with a PDF containing detailed information about the included audio files. Staff are then asked to select the recording quality, with various file format options such as .WAV or MP3, and whether they would like to download a single zip file containing all recordings (and associated call data) or email a one-time link to the recordings to another investigator or an attorney . These downloaded files can be played using Windows Media Player, iTunes and numerous other players. Audio files can also be stored to CD/ DVD, thumb drive, hard drive, or emailed from your own email account. Recordings may be emailed to outside investigators using WAV. or MP3 file formats and include chain of custody information in an unalterable PDF. Each audio filename contains the name of the inmate, the number that was called, and the date/time when the call took place.

The Telmate Training Program

A great ITS/VVS solution is nothing unless key staff and investigators know how to use it and how to get the most out of it. As a core extension of Telmate's mission to provide the best customer service and satisfaction, it is our mission to ensure that WCSO staff are trained from launch and implementation through day-to-day operations. Below is a list of core training-related items and initiatives:

Telmate training programs coupled with our easy-to-understand system interface, documentation and help resources will enable facility staff to use all features the first day of installation. Since products are web-based, after a 2-3 hour training session most officers find it easy to maneuver through the features immediately using our drop down and click box menu capabilities.

In addition to standard training, Telmate will work with the client to customize the online training experience to meet the unique needs of the client staff and facility. We can design and offer specific, customized classes focused on various client agency functions like: creative investigations, optimal live call monitoring, and gaining operational efficiencies through system administration.

ITS and VVS Training Course Modules

Telmate is committed to providing your staff with training that will maximize the potential of the features implemented at your facility. Training courses are in a user-friendly, task-oriented format to teach your officers what they need to know to do their job efficiently. We present courses in separate modules based on the types of duties officers tend to perform using the ITS system, while expressing the unique features of applications.

The following table presents the standard ITS and VVS training course modules and associated learning objectives. Telmate will work hand in hand with the client to design and offer any specific courses or training that support client specific initiatives or functions.

Course Module	Objective
Getting Started	• Logging in • Navigating through the features • Managing your password • Contacting technical support for service calls
User Administration Details	• Creating and changing user accounts • Defining a user's role and granting access permission • Resetting a user's password • Deactivating and/or deleting users • Running user management reports
Inmate Administration Activities	• Adding and changing inmate phone accounts • Deactivating inmate phone accounts • Setting up the phones to meet your requirements • Setting up VVS to meet your requirements • Using administrative reports

Telmate Reports

Telmate's reporting system works seamlessly with our unified platform to generate custom reports on every aspect of inmate communications, including calls, visits, deposits, relationships, billing and more. With Telmate Reports, system activity is just a click away, ensuring staff and investigators are fully informed with up-to-date usage information for calls and video visits.

Standard reporting options include:

- Call Details
- Call Notes
- Top Called Numbers
- Shared Numbers (by more than 1 inmate)
- Multiple Inmate Destinations
- Top Phones / trunks
- Top Inmate Pins
- Call summary by Day
- Call summary by Week
- Call summary by Month
- Call summary by Year
- Call report by Category

Telmate can provide the County with customized reports as needed. We also can also provide investigator reports as part of our Telmate Investigator tool. Telmate reports can be downloaded as CSV, Excel, ASCII, HTML, or PDF files, and printed, attached or incorporated into email. Please refer to *Tab 8: Attachments* for a Telmate Sample Report.

Telmate's Open Architecture Systems and Software

Telmate's ITS/VVS solution is entirely web-based and utilizes modern open-source technology platforms to help prevent early obsolescence. This allows our software to be continually updated without being inherently dependent on proprietary software. Telmate's calling platform architecture was built from the ground up, and does not rely on a legacy system, like those used by other ITS providers. Telmate utilizes an all-digital VoIP network for transmission of calls. This offers enhanced call clarity and connection. Telmate is the leader in developing innovative technology solutions for inmate communications, and is committed to supporting your facility well into the 21st century.

6) SPECIFICATIONS: The inmate telephone system should be a fully integrated turnkey system that provides all necessary voice prompts for placing collect and/or debit calls and full channel

Voice Prompts: For an inmate to place a call, first they must proceed through pre-call recorded voice prompts:

- Select a language (each language option is listed in the matching language i.e. "Press 1 for English; Para Español Marque Dos")
- Enter PIN (which can be randomly assigned or any unique number from your JMS)
- State your name (for voice biometrics voiceprint comparison)

Telmate also provides visual placards, in English and Spanish, next to inmate telephones with calling instructions.

Custom Announcements (IVR)
Telmate's Inmate Interactive Voice Response (IVR) service is available for Friends & Family to access inmate information anytime. Telmate designed its iIVR platform from the ground up, ensuring perfect compatibility with our entire calling platform.

The Telmate public IVR answers the majority of public frequently asked questions without burdening staff with the need to repetitively provide information or attempt to get specific inmate status updates. Telmate estimates that 80% or more of your public inquiries can be answered with Telmate's advanced IVR, with the added benefit of handling many concurrent calls, in both English and Spanish, 24 hours a day, 365 days a year.

For your facility, Telmate will provide a toll free number, available 24/7 that will provide bilingual information on the following:

Real-Time Inmate Information
- Inmate Charge Information
- Bail/Bond Information
- Court Appearance Date/Time
- Anticipated Release Date
- Deposit Prepaid Funds
- JMS Related Information*

Pre-Recorded Information
- Facility Address/Directions
- Visiting Hours
- Direct Dial Transfers to Booking, Property, Medical, etc.
- Facility Rules
- Parking Information

block-3	This phone is currently disabled. Goodbye.
block-3-prea	This phone is currently disabled, press 9 to report a PREA incident.
block-4	Your PIN number has been suspended. Goodbye.
block-5	You have exceeded the maximum number of allowable calls. Goodbye.
block-6	This phone number is not in your allowed call list and you cannot add any more new numbers.
block-7	Your call was not accepted. Goodbye.
block-8	You are blocked from calling this number. Goodbye.
block-9	Your call was not answered please try again later.
block-vmail	Sorry, your call was answered by a voice mail system, please try again later.
collect_calls_30days_exceed	You have exceeded the collect calls allowed to this number in 30 days.
collect_calls_today_exceed	You have exceeded the number of collect calls to this number today.
cs-nocollect2	The number you are calling does not allow collect calls, please have the called party call their local telephone company to allow for collect calls or open up a prepaid account.
csr-tv-failed-inm	The party you have called needs help from a TELMATE operator. Please wait 30 minutes and try your call again.
csr_ivr_prepaid_press1_3_4_0	Press one to purchase prepaid, press three to check your prepaid balance, press four to leave an inmate voicemail, press zero for customer service.
ivm-30	You have exceeded the allowable minutes for collect calls this month, you must purchase prepaid.
ivm-31	Sorry the caller was disconnected, no minutes or charges will occur.
ivm-adv-prepay	Number you tried to reach as advanced prepaid call has been called this month by a different inmate.
ivm-fine	A fine must be paid by the receiving party to remove the block for 3 way calling.

PANs

Telmate has a comprehensive PAN offering. Telmate has two methods for assigning PAN numbers for inmates, neither option requires CLIENT staff time.

Option 1: Traditional PAN: When an inmate dials a new number, the system verifies the number against the facility's blocked number list. If the number is not blocked, the ITS automatically assigns the phone number to their PIN account/PAN list. This is the option most often used, and allows inmates the greatest access to phone numbers while providing the facility with a complete list of everyone they have called. This solution allows for easy blocking of numbers and assigning call restrictions. There is no limit to the number of phone numbers that may be stored, for each inmate PAN list.

Option 2: Automated PAN: With called party identification, Telmate has designed a patent pending process to automate the adding of PAN numbers to an inmate's account. Telmate's unique system is very user friendly, allowing for timely and efficient PAN additions to an inmate's allowed call list, thereby greatly increase the ease and number of people the inmate can call.

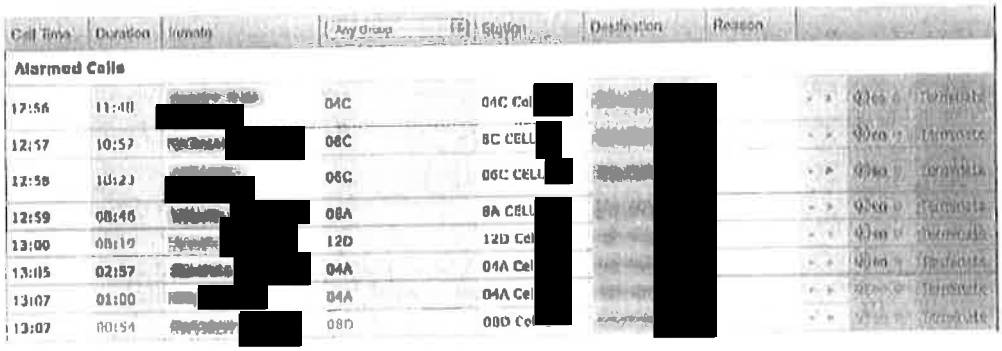
The automated process positively verifies the identity of the called party who sets up a PAN account. The inmate verifies his or her identity using our Telmate Voice Biometric Solution and then enters the phone number that he or she wishes to connect with. If the phone number is not already on the inmates allowed call list, the system confirms the number is not a blocked (a victim, admin blocked or NCO number, etc.). If the number is not blocked, the system dials the entered number.

The called party will then hear a recording indicating that they have received a free call from an inmate, followed by the name of the inmate, the facility, and a warning that the call may be monitored or recorded. The called party is then instructed to enter 1 to accept the call, 2 to deny the call, and 3 for more options. During the announcements the inmate is placed on hold, (during this time the inmate will hear music) the inmate is isolated so that at no point prior to the acceptance of the call may either party communicate with the other. The inmate keypad is muted. If the call party accepts the call, the automated operator informs the called party that the inmate [Inmate Name] would like to speak to them, but in order to do so they must complete an enrollment process.

During the enrollment process we ask the call recipient unique questions that only they would know the answer to and then we compare these responses against our proprietary database algorithms to positively confirm the identity of the called party. The entire process is performed in real-time. Additionally, the system will take those specific data elements and run them against any "not approved" list or "no contact order" list of the requesting inmate.

message notifying them when an alarm is triggered. They can also be connected in real-time to live phone calls.

Phone numbers and/or inmates to be alarmed and monitored may automatically uploaded or manually entered.



Three-Way Calling and Fraud Protection

Telmate's solution features the most advanced, accurate three-way detection technology in the industry. Telmate employs variable silence, ringing and DTMF detection to monitor three-way-way calling, conference calling and call forwarding to flag calls suspected of three-way-way calling. Using a cell phone makes no difference for Telmate's detection software.

Our system provides the following options to facility staff when a three-way call is detected by our advanced algorithms:

- Immediately disconnect the call and flag it for live review by Telmate's in-house operators
- Warn the inmate and called party, and flag the call for review
- Flag the call for review
- Warn the inmate and called party

When Telmate's software flags a call as "3-Way Suspected," a Telmate customer service agent independently reviews the call and determines if a three-way-way call was attempted, then changes the call status to either "3-Way Confirmed" or "3-Way Cleared." The same customer service representative adds notes, which include a shortcut to the time-stamp in the call recording where the three-way was confirmed to have occurred. This entire review process takes Telmate customer service an average of five minutes (we constantly monitor this average review time) from the triggering of a software alarm. Telmate's customer service staff are bilingual and comprehensively trained in three-way call review.

Fraud Protection

All Telmate calls are processed in real-time through an LIDB validation process, then against our fraud controls, which are set at each facility. If the call is collect-call billable and maximum thresholds have not been met, then the call is processed. The bill page is Billing Services Group, or BSG, and their phone number is 210-949-7000. Alternatively, the end user can contact Telmate customer service at 866-516- 0115. Telmate does not begin billing until a call has been positively accepted. Regardless of call type, if a call is declined, no charges will be assessed to either party. Telmate will assume all responsibility for the cost and accuracy of validation.

Debit and Collect Calls

Debit: Telmate's ITS provides an automated telephone system for inmates to interact with. At no point will an inmate be allowed to speak with a live human. Telmate supports outgoing only telephone services to the following Bill and Call Types: Collect, Prepaid, Debit, local, intraLATA, interLATA, Interstate, and International. Telmate has international calling in all facilities where we have contracts. If the inmate knows the calling code and number, they are able to contact anyone who is not on the "do not call" list.

Collect: With the Telmate system, the inmate dials the destination number (Telmate will verify that the number has not been blocked for the inmate), and if the inmate has a prepaid or debit account, they can use funds from the selected account to complete the call. If the inmate chooses to place a collect call, when the called party answers the phone, they will hear a recording that typically resembles the following:

> *"You are receiving a call from [Inmate Name] at [County Jail] . This call is subject to recording and monitoring except for privileged communications between an attorney and client. Press 1 to accept the call, press 2 to reject the call, or press 3 for more options."*

The called party can hear a description of the calling rates prior to accepting the collect call by pressing 3.

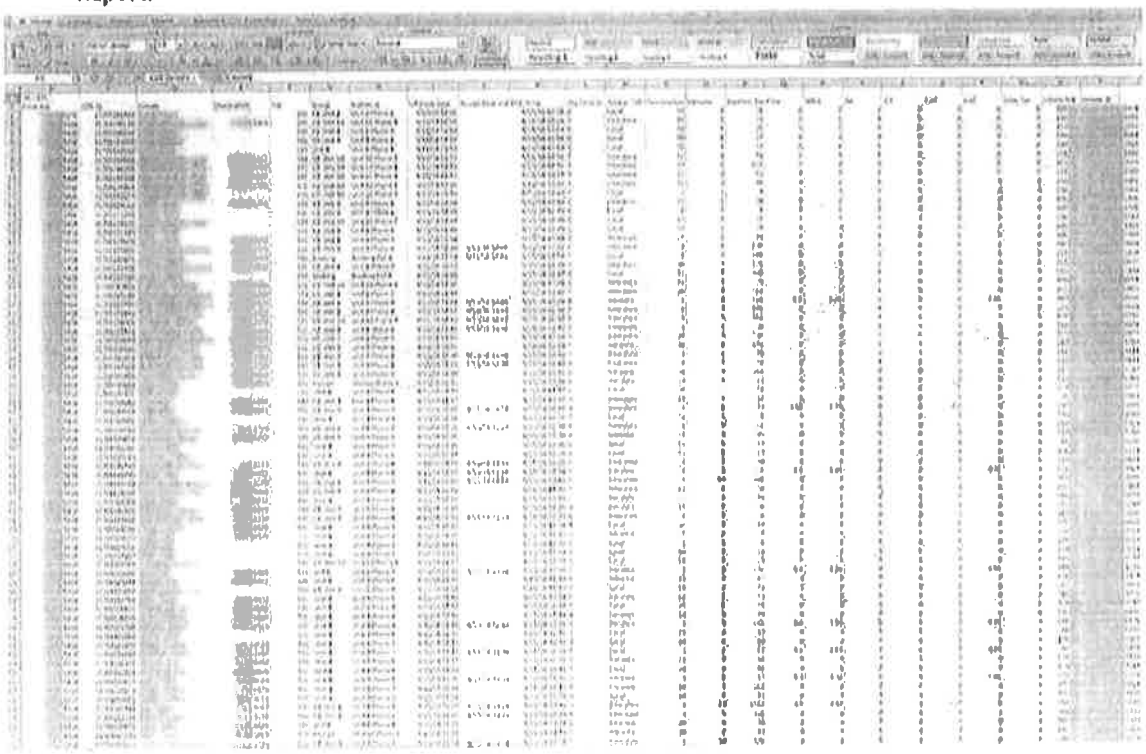
The following two call types (AutoAccept Feature and Telmate QuickConnect) are OPTIONAL, and are available if desired by Wayne County.

AutoAccept Feature

At the County's request, Telmate can provision the ITS with our optional AutoAccept feature.The Auto Accept feature allows a called party to press 1, and positively accept the caller for a predetermined period of time (for example for the next 14 days). This will allow an inmate to call the party and to leave voicemails on the called party's answering machine. This feature has been shown to positively impact phone call completion rates, allows inmates to communicate

- Top Inmate Pins
- Call summary by Day
- Call summary by Week
- Call summary by Month
- Call summary by Year
- Call report by Category

Telmate can provide the County with customized reports as needed. Telmate can also provide investigator reports as part of our Telmate Investigator tool. Following is an example of a CDR Report.



Voice Overlay

Telmate's ITS can interject messages into a call at selected intervals during the conversation. The message warns the parties on the call that they are speaking to an inmate and that the call may be recorded. This intermittent warning message reminds the called party that the call originated from a correctional facility.

System Monitoring: This includes CPU usage, memory usage, swap space usage, and data storage. This includes monitoring of Telmate's development and QA systems, which are not available to the public.

User/Usage Monitoring: This tracks transactions, concurrent users, total cumulative users and sessions over a time frame (such as a day) Below is a screenshot of Telmate's software system monitoring. Items in red are QA and development servers that are being constantly stress tested and are not available to the public. The numbers increase throughout the day (the screenshot below is from early morning) and reset each night.

Full-Channel Monitoring and Recording

Monitoring

Telmate's system features alarms/alerts, which be set up so that specific inmates or destination numbers calls can be quickly transferred to WCSO investigators (via their PIN) so they can monitor, or even terminate, a live call via their cell phone. The connection is completely silent and undetectable by callers.

Additionally, Telmate offers automated alarm notifications and call alerts. Investigators can add an alarm for a specific number, inmate, or a specific station. They may even assign an investigator to specific destination numbers or specific inmates. Investigators are sent an email and/or text message notifying them when an alarm is triggered. They can also be connected in real-time to live phone calls.

Phone numbers and/or inmates to be alarmed and monitored may automatically uploaded or manually entered.

Recording

In response to investigators having trouble reviewing phone calls and distinguishing voices, Telmate introduced two-channel audio recording, and a two-channel audio player that allows for separation of voices between the inmate and the called party. This feature also allows for more comprehensive investigative voice analytics.

Additionally, every downloaded file contains a digital fingerprint (hash tag) to ensure that call recordings have not been altered in any way. False alarms for 3-Way Calls drastically increased with Mobile Phone Technology. Telmate provide unassailable security for the WCSO's call recordings by making all call records unalterable and locked. Facility login sessions used to access call recordings in Telmate Command are encrypted using SSL, which is the same level of encryption used for online banking.

- Work release information
- Distribution

Booking Kiosk

The fully customizable Telmate Booking Kiosk is an optional tool that allows facilities to save time and effort with the intake of new inmates. The functionality of the Telmate booking kiosk is interchangeable with that of the lobby kiosk (features may be mixed and matched). Like the lobby kiosk, our booking kiosk is designed, built, and serviced by Telmate. The biggest labor-saving task that is typically undertaken by our intake booking kiosk is cash intake. This capability helps eliminate staffing and accounting issues typically associated with counting cash and depositing/reconciling funds. Funds can be transferred directly into prepaid calling accounts or commissary accounts.

We propose installing one or two kiosks in a publicly accessible area of each of your facilities or other county facilities, at no cost.

Browser-Based Administrative Software

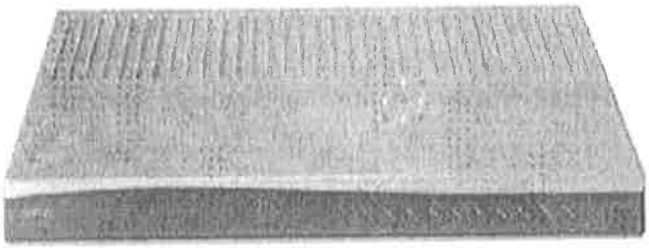
Telmate's ITS and VVS solution, including all administrative functions, is a browser-based Software-as-a-Service (SaaS) offering.

Word Recognition Software

Telmate uses advanced voice-to-text technology to transcribe inmate phone calls within minutes of their completion, all within Telmate's Web-based application. For investigators, no additional software is required to convert calls to text, and then to search and review transcribed content. For inmates and called parties, no additional voice training or extra enrollments are required. English and Spanish are both transcribed (Telmate is adding more languages all the time, and will be prioritized upon facility request). Based on facility criteria, Telmate sends designated inmate calls through the transcription process after the call completes. The transcription is available within the same Telmate interface used for all other ITS functions. Within Telmate, next to each call record, is an icon that opens a window that includes the text transcription.

Staff can search for single or multiple keywords across all calls, or staff can limit searches to any combination of destination phone numbers or inmates. Telmate uses sophisticated search capabilities, which include boolean "and/or" operators, and the exclusion of terms to narrow a search. The transcription platform will allow for prepaid debit cards and green-dot card digits to be gathered and displayed to investigators at County.

A) Physical Installation Requirements



➢ Ubiquiti EdgeRouter - (7.87 In. x 3.54 in. x 1.18 in.)

➢ Ubiquiti EdgeSwitch 24-Port Switch - (19.1 In. x 1.75 In. x 11.24 In.)

iii) Each ICP shall be equipped with an internal UL power supply that is tolerant of line transients, momentary surges and short duration drop such that inmate phone operator continues in the presence of such common disturbances. No auxiliary 115-volt power cords, external power supplies, or AC to DC converters shall be required to support the ports or for the inmate phone station themselves.

Telmate Response: Telmate has read, understands and will comply.

All Telmate phones and VVS stations are line-powered. Telmate plugs all powered equipment into uninterruptible power supplies (UPS) with surge protectors.

iv) All wiring connections to the ICPs shall be made using vendor-supplied standard, termination blocks that provide up to 25 wire pairs of station, trunk and modem line connections. Only the termination blocks shall be allowed to be mounted on the wall of the equipment room.

Telmate Response: Telmate has read, understands and will comply.

All 25-pair cable termination blocks installed by Telmate will be clearly labeled and considered the property of the WCSO while also providing a clear demarcation point.
If any additional cabling work is required then Telmate will discuss with the facility maintenance personnel for approval. Only new cables that will meet all applicable Electronic Industries

Telmate Response: Telmate has read, understands and will comply.

Telmate Phones

Telmate installs Corrections-grade telephones (stainless steel mounting plate, receiver, numeric keypad)and Corrections grade telephone handsets & lanyards specifically designed for correctional facilities.

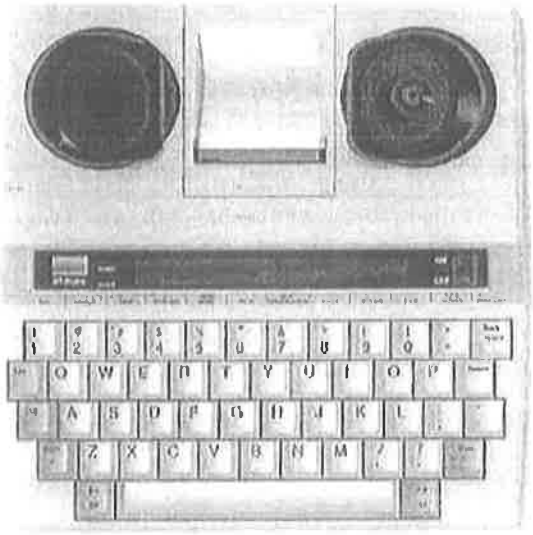
TDD/TTY Phones

Telmate has many years of experience providing public phone service for disabled inmates and complies with Americans with Disabilities Act (ADA) requirements. We will work with the facility to ensure that all needs of disabled inmates are met.

We will provide telephones accessible to persons in wheelchairs upon request. All of Telmate's inmate telephones have adjustable volume control and echo cancellation handsets that are specifically designed to minimize side tones and background noise. Our system also supports all the same features on hands-free speakerphones that are available on regular inmate phones.

Additionally, Telmate will provide Braille keypads (for the visually impaired) and Ultratec Superprint 4425 TDD/TTY machines or similar (for hearing-impaired inmates) as needed. A picture of one of our TDD/TYY machines is shown below.

Superprint 4425 TDD/TTY Device



Pre-recorded announcements can be included or excluded depending on how the facility wants to set up the system. Authorized staff can set call length using Telmate Command.

d) Incoming call block. The ICP must not respond to incoming ring signaling on any of its trunks used for placing outbound inmate collect calls. No signaling or ringing of the inmate station phones result from an incoming ring on a trunk.

Telmate Response: Telmate has read, understands and will comply.

Incoming calls are not allowed with the Telmate ITS. Telmate's system was specifically designed for the corrections industry and does not use traditional phone lines. All calls are routed across secure data lines directly to our call processing centers.

e) Sound Path Options – The ICP must allow for blocking or allowing the sound path to the inmate phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. If the sound path is blocked, the inmate will be given call progress messages to indicate that the call is being connected until such time as positive acceptance is detected and the voice path is opened.

Telmate Response: Telmate has read, understands and will comply.

Telmate's automated call connection process positively verifies the identity of the called party receiving the call. The inmate verifies his or her identity using our Telmate Voice Biometric Solution and then enters the phone number that he or she wishes to connect with. The called party will then hear a recording indicating that they have received a free call from an inmate, followed by the name of the inmate, the facility, and a warning that the call may be monitored or recorded.

The called party is then instructed to enter 1 to accept the call, 2 to deny the call, and 3 for more options. During the announcements the inmate is placed on hold, (during this time the inmate will hear music) the inmate's sound path is blocked at all times during the hold time, and is isolated so that at no point prior to the acceptance of the call may either party communicate with the other. The inmate keypad is muted. If the call party accepts the call, the automated operator informs the called party that the inmate [Inmate Name] would like to speak to them, but in order to do so they must complete an enrollment process.

f) Frequently Called Number Blocking – ICP must provide for blocking of call attempts to a specified number once a specified threshold is met. This threshold must be remotely or locally programmable upon demand.

Telmate Response: Telmate has read, understands and will comply.

Telmate offers a robust call-blocking solution. Our highly flexible rules let your investigators use Telmate Command to block an individual destination number or groups of numbers (wildcards).

Phone availability is solely based on the hours that the WCSO choose to operate the ITS system. Single phones, phones, by room or pod, by building, or facility-wide can be set to turn on and off per whatever time frame the WCSO needs.

Call rules can be easily set and changed easily by WCSO personnel with the correct authorization using Telmate's remote interface, Telmate Command Center.

j) The ICP must offer flexible control over the duration of each inmate's call. This feature must have the ability to specify call duration by inmate phone number or trunk. There must be a progress message interjected as the end of the allowed call duration is neared. This must be remotely or locally programmed.

Telmate Response: Telmate has read, understands and will comply.

Call rules can be easily set and changed easily by WCSO personnel with the correct authorization using Telmate's remote interface, Telmate Command Center.

k) The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise. Voice recognition is not an acceptable from of positive acceptance.

Telmate Response: Telmate has read, understands and will comply.

The called party can only positively accept a call by pressing 1 on their phone. If the call has been made from a rotary phone, a telmate Customer Service Representative will come on the line to assist in completing the call.

l) The County will entertain the use of inmate identification numbers or voice print technology or other biotechnical technology as alternative methods of inmate call control. If a Prisoner Identification Number is chosen, the ICP must allow the facility to select the length of the ID code.

Telmate Response: Telmate has read, understands and will comply.

Telmate has proven capability for continuous voice verification. We use a process of periodic voice sampling based on a voice print that is collected during the inmate's registration process. We verify the inmate by their pin, and their verification attempt before every call. Telmate's solution is technically similar to other providers. The difference lies in our superior hardware. We have custom-made microphones built into our handsets that allow for more accurate voice detection and comparison along with environmental noise reduction. This means that inmates do not have to constantly be reprocessed for voice verification access to the phone system. Telmate's system allows any phone in your facilities to be used for voice re-registration, which eliminates the need for you to transfer inmates to a specific phone outside of their housing unit.

against the facility's blocked number list. If the number is not blocked, the ITS automatically assigns the phone number to their PIN account/PAN list. This is the option most often used, and allows inmates the greatest access to phone numbers while providing the facility with a complete list of everyone they have called. This solution allows for easy blocking of numbers and assigning call restrictions. There is no limit to the number of phone numbers that may be stored for each inmate PAN list. However, the WCSO can set the limit to 10 per inmate if preferred.

Option 2, Automated PAN: With called party identification, Telmate has designed a patent pending process to automate the adding of PAN numbers to an inmate's account. Telmate's unique system is very user friendly, allowing for timely and efficient PAN additions to an inmate's allowed call list, thereby greatly increase the ease and number of people the inmate can call.

The automated process positively verifies the identity of the called party who sets up a PAN account. The inmate verifies his or her identity using our Telmate Voice Biometric Solution and then enters the phone number that he or she wishes to connect with. If the phone number is not already on the inmate's allowed call list, the system confirms the number is not a blocked (a Victim, admin-blocked or NCO number, etc.). If the number is not blocked, the system dials the entered number.

The called party will then hear a recording indicating that they have received a free call from an inmate, followed by the name of the inmate, the facility, and a warning that the call may be monitored or recorded. The called party is then instructed to enter 1 to accept the call, 2 to deny the call, and 3 for more options. During the announcements the inmate is placed on hold, (during this time the inmate will hear music) the inmate is isolated so that at no point prior to the acceptance of the call may either party communicate with the other. The inmate keypad is muted. If the call party accepts the call, the automated operator informs the called party that the inmate [Inmate Name] would like to speak to them, but in order to do so they must complete an enrollment process.

During the enrollment process we ask the call recipient unique questions that only they would know the answer to and then we compare these responses against our proprietary database algorithms to positively confirm the identity of the called party. The entire process is performed in real-time. Additionally, the system will take those specific data elements and run them against any "not approved" list or "no contact order" list of the requesting inmate.

If the system approves both the called party and the requested number then the enrolled account can either be immediately connected to the inmate or their account information can be

C) Transaction Requirements: The ICP must have the option of debit call payment. Each inmate's debit account must be identified by the ID Code utilized for traditional collect calling or by use of a debit card. Call charges must be deducted from the inmate's balance as they are made in order to avoid a negative balance. Inmates must be provided their account balance automatically when a debit call is made.

Telmate Response: Telmate has read, understands and will comply.

Telmate provides debit calling to any destination number within the United States. Telmate, by default, requires positive call acceptance from all called parties. When the called party answers the phone, they hear a recording that typically resembles the following:

> *"You are receiving a call from [Inmate Name] at [Name of Facility]. This call is subject to recording and monitoring except for privileged communications between an attorney and client. Press 1 to accept the call, press 2 to reject the call, or press 3 for more options."*

With Telmate, billing does not begin until a call has been positively accepted. Regardless of call type, if a call is declined, no charges will be assessed to either party.

The Inmate Debit Account eliminates the need for calling cards and traditional collect call procedures, which saves the WCSO time and money. The inmate simply transfers funds from their trust account into their calling account right from any inmate phone, inmate kiosk, or commissary. Friends and family can also deposit funds into an inmate's calling account through a variety of deposit options. Facility staff can view and fully audit all prepaid deposits through Telmate Command. Friends and family have several ways to deposit funds, which includes the Telmate Kiosk, GettingOut.com online portal, via telephone support, and through thousands of retail locations.

D) Administrative Requirements: The ICP must have an option for on-site administrative terminals. The terminals must have the following features:

Telmate Response: Telmate has read, understands and will comply.

Telmate's centralized platform allows our ITS/VVS solution to be accessed from any device that has a secure connection to the Internet. There do not need to be any dedicated computers for use by WCSO staff.

a) Must be connected to the ICP via a commercially available, reliable, high-speed Novell type-LAN.

Telmate Response: Telmate has read, understands and will comply.

Telmate Response: Telmate has read, understands and will comply.

All of Telmate's information, including ID codes, debit accounts, and CDRs, are available using Telmate's user interface, Telmate Command.

e) Must allow County personnel to review call block lists and disable inmate phone on a real-time basis.

Telmate Response: Telmate has read, understands and will comply.

WCSO staff can review call block lists, and disable phones, including those call that are in progress, in real-time.

f) Must allow County personnel to enable free calls to specified numbers.

Telmate Response: Telmate has read, understands and will comply.

g) Must allow monitoring of selected individual calls.

Telmate Response: Telmate has read, understands and will comply.

All calls are recorded, except for attorney calls, and calls of a religious nature, and can be monitored as determined by WCSO staff.

h) The ICP must provide an option for selective silent audio monitoring of inmate calls and for selective call recording. Such monitoring and recording options must be able to be administered from the administrative terminals. Monitoring and recording must be disabled for specified "privileged" calls to attorneys, etc., without the need for additional external equipment to perform this screening function.

Telmate Response: Telmate has read, understands and will comply.

Telmate's ITS records every inmate call within the facility, except for privileged calls, such as attorney-client. At the WCSO's discretion, predetermined telephone numbers can be easily configured to not record using Telmate Command.

i) All calls must be archived and easily retrievable as required and requested by Management.

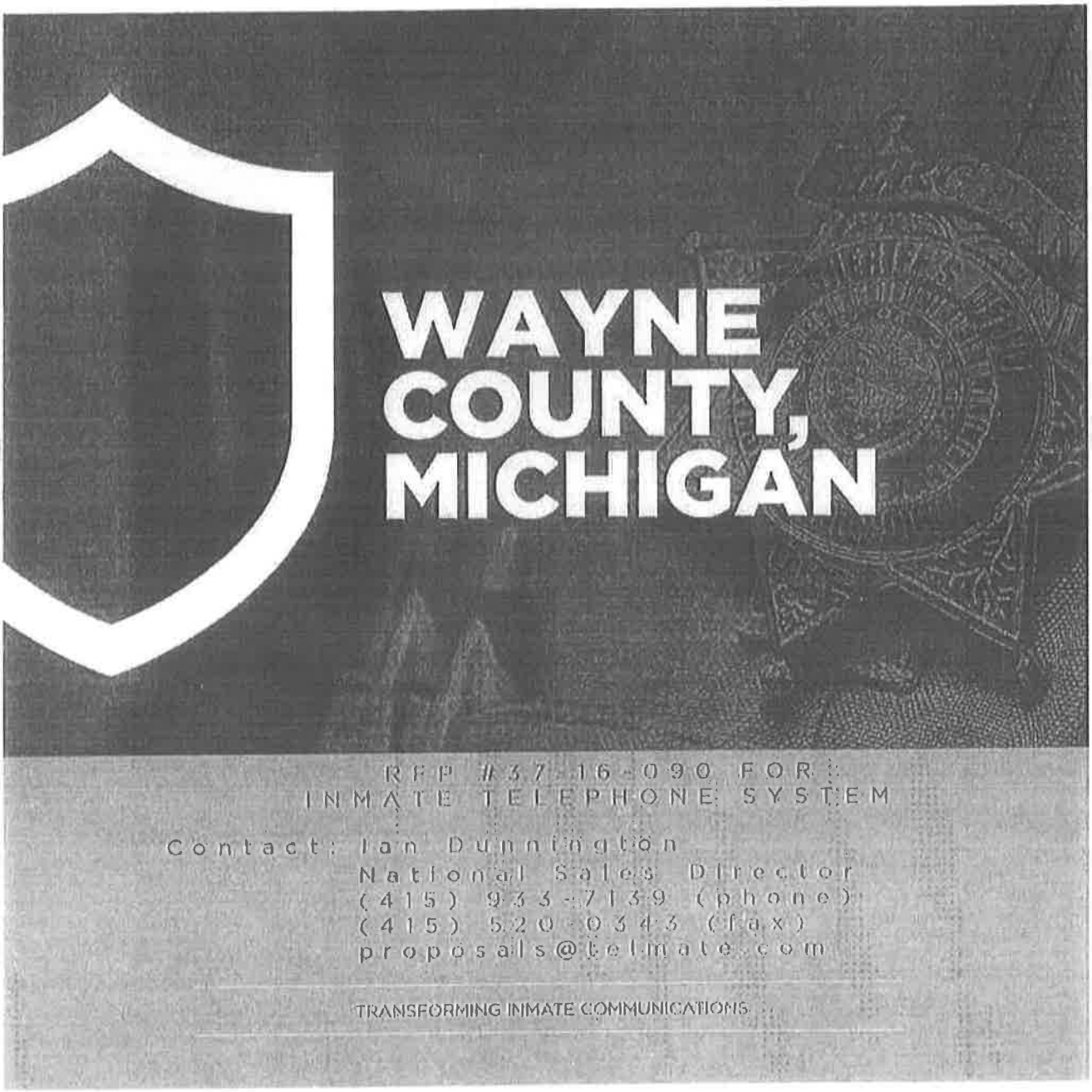
Telmate Response: Telmate has read, understands and will comply.

All calls are available to review in real-time immediately after they are recorded.

j) Must offer specialized remote monitoring with call detail viewing capability and silent monitoring of selected conversations.

Telmate Response: Telmate has read, understands and will comply.

Telmate Proposal



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Tab 1. Cover Letter

TRANSFORMING INMATE COMMUNICATIONS

Telmate

June 20, 2016

Charter County of Wayne
Purchasing Division
500 Griswold, 15th Floor
Detroit, Michigan 48226

Dear Ms. Grainger:

Telmate is pleased to respond to your Request for Proposal for Wayne County Sheriff's Office Inmate Telephone System Control No. 37-16-090. Telmate would be honored to support your Sheriff's goal to make Wayne County and all of its communities as safe as possible. Telmate will ensure inmate communication is at the highest levels, and will also provide additional service and solutions so that all of the stakeholders served by the Wayne County Sheriff's Office enjoy the highest quality of life possible. Telmate will provide at no extra cost to the County, and with no deductions from your anticipated revenue, the following:

- Comprehensive inmate telephone services
- Remote and on-site Video Video Visitation Services
- Secure Inmate Tablet solution
- Powerful investigative tools with chain of custody
- Inmate applications such as grievances, requests and commissary ordering
- Integration with your JMS and commissary systems
- Pain-free installation with zero downtime for inmate calls
- Dedicated on-site systems administrator
- Telmate Lobby Kiosks for each of your facilities
- Full-time, local technician dedicated exclusively to Wayne County
- 24/7/365 live, US-based, bilingual facility support
- Ongoing maintenance, equipment replacement, repair, upgrades, and training
- Ongoing complimentary training throughout the contract

All of Telmate's products, including inmate telephones, video visitation, IVR, and tablets, operate on a single web-based system, which County staff can access and control from any computer with an Internet connection. The Telmate team we propose for Wayne County is very familiar with your region and has completed several successful installations in counties in Michigan and its neighboring states, including both Kalamazoo County and Allegan County. They will work with the WCSO to understand your specific needs and provide the exceptional service for which we are known.

We highly suggest you provide us the opportunity ***to give you a detailed, live presentation of the Telmate solution*** in order to fully demonstrate what makes Telmate's technology the most advanced in the industry. Please reach out to me at either (415) 933-7139 or proposals@telmate.com should you have any questions for Telmate.

Sincerely,

Ian Dunnington
National Sales Director, Telmate, LLC

Telmate®

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TRANSFORMING INMATE COMMUNICATIONS

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Tab 2: Table of Contents

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- Price Sheet (with Cost Proposal)
- Business Information Questionnaire Form
- Ethics in Contracting Vendor Form
- W-9 Form (Standard IRS Form)
- Subcontractor Form
- Fair Employment Practices (FEP) CERTIFICATE

Tab 5: Financial Statement

Tab 6: Minimum Qualifications

Tab 7: Submittal Requirements Specific to Evaluation Criteria

- Commission Rates and Fees
- Experience, Qualifications and Customer Service
- Network Infrastructure and Management
- Work Plan and Timeline
- Technical Solution
    - Response to Section 3 - Specifications and Scope of Work
- Evaluation Credits
- Exceptions
- Shortlisting

Tab 8: Attachments

- 2012/2013/2014 Consolidated Financial Statements (CONFIDENTIAL; in plastic sheet protector)
- Letter of Recommendation from the Oregon Department of Corrections
- Resumes for Key Personnel
- Hardware Specifications
- Telmate Sample Report
- Proposed Timeline
- Telmate System Screenshots
- Telmate Marketing Materials
- Signed Acknowledgements of Addenda

Telmate®

Tab 3. Executive Summary

TRANSFORMING INMATE COMMUNICATIONS

Tab 3: Executive Summary

Telmate: A Full-Service Inmate Communications Provider

Telmate is a full-service, US-based inmate communications provider with a national presence that includes headquarters in the San Francisco Bay Area, offices in Los Angeles and Ontario, Oregon, and sales, account management and technical staff based locally across the country. Telmate has long history of inmate-communication trailblazing that began nearly twenty years ago. We started as Pinnacle Public Services in 1998, providing service and installation to the leading inmate providers. We have provided inmate communication services since 2005, and continue to be one of the fastest growing companies in our industry.

Telmate's cutting edge solutions not only improve operational efficiencies, but also provide inmates and their friends and family with the best inmate phone system in the world. We make inmate phone management seamless and trouble free for facility staff. The Telmate solutions were designed in-house specifically to meet the changing needs of the inmate sector.

Our suite of inmate communications offerings includes:

- VoIP-based inmate telephone services (ITS)
- Video (and other) visitation hosting and scheduling services
- Tablets – complete with tools for jail administration and inmate rehabilitation
- Investigative tools – we store all data for criminal investigations and court proceedings
- Guardian GPS tracking services

From city and county jails to federal facilities, we serve inmate populations of all sizes—many exceeding 2,000 beds. We provide unmatched customer service to over 300 correctional facilities spanning 39 U.S. states and five Canadian provinces.

At Telmate, we operate at the intersection of high technology and exemplary service to provide an inmate communications experience with increased calling activity and reduced recidivism. We combine cutting-edge managed communication products with outstanding, responsive customer service, along with the most innovative, feature rich investigator tool set in the industry, which is provided free of charge with every ITS installation.

Our innovative, proprietary technology is designed to benefit the welfare of inmates by facilitating communication with their loved ones and providing the opportunity for them to educate themselves and prepare to reenter mainstream society. At the same time, our focus is always on the facility, and providing our customers with increased efficiency and ease of use.

Telmate helps free up your staff's time so they can spend less time on administrative tasks and focus on maintaining a safe and secure correctional environment.

Telmate: Systems and Services Proposed

Telmate's proposal includes all of the services desired by the Wayne County Sheriff's Office, as detailed in your RFP for an Inmate Telephone System. Specifically, Telmate will provide the following at no cost to the County:

- Comprehensive inmate telephone services
- Low call rates that encourage connections to friends and family
- Remote and on-site Video Visitation Services
- Secure Inmate Tablet solution
- Powerful investigative tools with chain of custody
- Inmate applications such as grievances, requests and commissary ordering
- Integration with your JMS and commissary systems
- Pain-free installation with zero downtime for inmate calls
- Dedicated on-site systems administrator
- Telmate Lobby Kiosks for each of your facilities
- Full-time, local technician dedicated exclusively to Wayne County
- 24/7/365 live, US-based, bilingual facility support
- Ongoing maintenance, equipment replacement, repair and upgrades
- Ongoing complimentary training throughout the contract

All of Telmate's products, including inmate telephones, video visitation, IVR, and tablets, operate on a single unified platform. You'll have complete control over your entire inmate communications network, all from one centralized system, which authorized users can access from any computer with an Internet connection. This also means that your staff only has to be trained on one system. Our solutions will be complete, turn-key, and provided at no cost to Wayne County. Our proposal is inclusive of all features and functionality described in our response, and will include free installation, training, repair, replacement, support, additional equipment and integrations to third-party software.

The team proposed for Wayne County is highly experienced in managing implementations – in fact, we consider ourselves change management experts. We focus on taking the stress out of change by easing you into the new technology. We provide you with hands-on, on-site, ongoing training to ensure your staff is 100% comfortable with the technology and understands how to fully utilize its time-saving features and functionalities.

Because every ITS provider is different, we look forward to the opportunity to provide the Authority with a detailed, live presentation of the Telmate solution in order to fully demonstrate what makes Telmate's technology the most advanced in the industry.

Telmate: Regionally Experienced and Responsive

Wayne County will be supported by an experienced Telmate account team that was carefully selected based on your specific needs. Telmate has multiple clients in the Midwest, and is in contract negotiations for the largest facility in Illinois. The entire Telmate team for Wayne County has hands-on experience with marquee customers throughout your region that would be more than willing to host your team for on-site demonstrations of the complete Telmate solution in a live environment. Team members Director of Installation Mike Boyer, Project Manager Theresa Crim, and Regional Account Manager Julio Alvarez have all worked on numerous successful installations in Michigan and its neighboring states, including:

- Kalamazoo, MI
- Allegan County, MI
- St. Clair County, MI
- Largest County Facility in Illinois (Contract Negotiations)
- Lake County, IN
- Delaware County, IN
- Knox County, IN
- Marshall County, IN
- Washington County, IN
- Monroe County, IN
- Vanderburgh County, IN
- Hamilton County, IN
- Rock County, WI
- Greene County, MO
- Harlan County, KY
- Laurel County, KY
- Boyle County, KY

Theresa will act as your main point of contact throughout the installation process, and Regional Account Manager Julio Alvarez will serve as your main point of contact post implementation. Julio is the Telmate Regional Account Manager for the states of Indiana, Wisconsin, Michigan, Illinois, Missouri, and has assisted with recent installations in those states by providing training for facility staff, inmates, and their friends and family. Theresa and Julio are both very familiar with your region, and they will work with the WCSO to understand your specific needs and

provide the exceptional service for which we are known. Telmate will provide a full-time on-site systems administrator as requested, and will also provide a full-time Telmate technician who will dedicated exclusively to your facilities. We also have a dedicated technician who provides service to Kalamazoo County and can provide additional back-up service in case of an emergency.

Telmate: An Extra Set of Hands to Ease Staff Burdens

At Telmate, we understand that in our industry, facilities are frequently short-staffed, and inmate communications is another responsibility that your staff has to manage. We believe that it is the responsibility of the inmate services provider to act as an extra set of hands and ease the burden on facility staff so they can focus on other priorities.

Our central, unified platform automates many of the tedious tasks that take facility staff away from their ultimate responsibility of maintaining safety and order in your facility, and our seamless integrations ensure that your facility systems work together as effectively as possible. Our innovative Investigator toolset enables your investigators to more effectively pursue their investigations, with new features being added all the time. Our customers regularly report not just an increase in call volume, but also an increase in efficiency as a result of partnering with Telmate.

The following are just a few of the ways Telmate will ease the burden on your staff:

One Unified System

All of Telmate's products, including inmate telephones and video visitation, operate as part of a single unified system. One login gives you accesses to all services in one place. This keeps things simple for your facility staff as they only need to learn one system.

Video Visitation

With our remote and on-site video visitation solution, no staff time is required to schedule visits. All scheduling is managed within the system, and friends and family simply log on, use the kiosk in the lobby, or call our customer service department to schedule a visit with an inmate. Additionally, the hardware is space-saving and can fit in pods throughout your facility, so your staff will not have to move inmates around for them to use the video-visitation devices.

Prepaid Calling Accounts

By going cardless we automate prepaid calling and eliminate the possibility that the cards will be used as a form of currency between the inmates. This helps to improve safety and security at your facility, lessens the burden on staff time dealing with issues around the stealing, gambling

with, or weaponizing PIN cards, and creates an environment that supports making telephone calls.

Inmate Messaging

Telmate provides inmates with the ability to send and receive secure messages and photos to friends and family. This saves time that your staff would have spent sorting through incoming paper mail. A wide range of facility review and approval options is included. Inmate messaging also helps to prevent contraband, such as methamphetamine-laced ink, from reaching your inmates through traditional mail. Finally, inmate messaging opens up a whole new channel of evidence for your investigators.

Inmate Customer Service

With Telmate, inmates can leave a voicemail for our customer service staff, so your staff does not have to field these complaints.

Training

We not only train your facility staff, we train the inmates and their friends and family, as well. We take this burden off facility staff. The successful onboarding of all users of the system is our number one goal post implementation.

PREA, Crime Tips, Grievances, & Requests

Telmate's inmate telephone system allows inmates to submit anonymous crime tips and PREA reports, as well as grievances and requests, all without paper forms and the staff time typically associated with processing that paperwork. The elimination of paper forms also saves substantial amounts of paper, providing a greener solution that can equate to significant money savings.

Voice Biometrics

Telmate empowers inmates to confidently use the phones from day one, including recording their names for voice biometrics purposes, so your staff can focus on other responsibilities.

Telmate: Your Trusted Technology Partner

Telmate's customer service philosophy is based on the fact that we see our customers as our partners, working together on a mission to facilitate inmate communication and education, reduce recidivism, alleviate facility headaches, and drive investigative efforts. Telmate will become your trusted, human technology partner. Unlike other providers that seek to get entrenched within your facilities and then sell all of their ancillary products and services,

Telmate is solely focused on inmate communications technology and will interface with any of your other vendors to create the best solution.

Because we serve a finite number of partners, you will be a known entity, not just a number. Unlike our competitors with thousands of facility customers, we choose our clients carefully and service about 300 facilities in total. We pride ourselves on our outstanding customer service, and hire as we grow so we can continue that level of support.

Our Clients Say:

"Telmate has been outstanding in its customer service and has always partnered with ODOC to find solutions to an ever changing environment. I highly recommend Telmate as a company and a partner. Their attention to details, ODOC's unique needs and our passion to impact our population has made them an excellent vendor for inmate communication technology for the Oregon Department of Corrections."

- Shelli Honeywell, Oregon Department of Corrections

"After 37 years in law enforcement I would not recommend anyone but Telmate for these services. This company is awesome - we started our first contract with them in 2008 and it gets better every year. Our agency and community partners love their products and the support. We just renewed our contract with them for five years and built in two five-year extensions due to their commitment to service and investment in technology."

- Michael Anderson, Commander, Clark County Sheriff's Office, Washington

"We have been more than satisfied with Telmate as our phone and tablet provider. I have worked in the correctional industry for 29 years and can say without a doubt - Telmate is the most innovative service provider I have contracted with. Telmate technicians were prompt in working with my staff and eliminating any integration concerns."

- Barry Brady, Jailer, Marion County Detention Center, Kentucky

"Telmate has made Effingham the leader in advanced corrections technology in the state of Georgia. Recently, we installed the latest technology in wireless tablets for corrections. With the Telmate tablets offering positive resources like news, music and educational resources, our inmates have been able to find productive use of their time. Inmates understand the tablets are a privilege and they don't want them taken away for disciplinary reasons. As a result, we have seen a decrease in both inmate-on-inmate and inmate-to-staff violence."

- Brian Barrs, Jail Administrator, Effingham County Jail, Georgia

"Our overall impression with the tablets has been positive response in our daily operation and inmate population. Our inmates seem more content, staying busy with non-destructive

activities with the tablets. The movies and games, as well as the digital magazines, seem to keep them occupied during their stay. We are very satisfied with the outcome of the tablets."
- Josh Carey, Lieutenant, Hamilton County Sheriff's Office, Indiana

Telmate: Improving Communities through Communications

Our community programs and initiatives embody our company mission: To create secure technology that empowers inmates to break the cycle of recidivism while protecting and serving facilities and our communities.

Our community-based programs include:

Telmate Cares - Telmate Cares seeks to establish a positive brand in the communities we serve, aid in the recruitment of talented employees who want to make a difference, and enhance corporate culture into one that embraces a sense of community. Just this year Telmate's Ontario, Oregon team celebrated a successful end to three weeks of its food drive in bringing together 5,679 food items to be donated to the Oregon Food Bank. Previous projects have included:

- Supporting after-school and summer programs to inspire kids by providing positive, character-building opportunities and mentors
- Leading an anti-bullying initiative
- Holding fundraisers for a special drive to help distribute hygienic supplies to a community in need

"Deck the Halls with Calls" - For the past four years, Telmate has offered "Deck the Halls with Calls," a yearly event where Telmate donates over one million minutes of communications time, including phone calls, messages and photo sharing to incarcerated men and women so they can connect with loved ones during the holiday season.

Kids GO First - In 2014, Telmate announced its partnership with the Idaho Department of Health and Welfare, Child Protective Services to sponsor children in foster care so they can connect with their incarcerated loved ones during the holiday season.

Telmate: Best Qualified for the Work

In working with the County, we will do our part to align with the Wayne County Sheriff's Office's mission to protect and serve the citizens of Wayne County.

Telmate understands that inmate communication to the outside is a critical piece in reducing recidivism and improving communities. At our core, Telmate's mission is *"To create secure*

technology that empowers inmates to break the cycle of recidivism while protecting and serving facilities and our communities."

With a new vendor, Wayne County has a unique opportunity to make a change that will improve the lives of your facility staff and the friends and family of inmates, all the while providing opportunities for inmates to become better citizens and neighbors through access to education.

We promise to provide the County with the latest technology, the best customer service experience, and the best value if you award this contract to Telmate. Our proposal will demonstrate that Telmate has the best staff, customer service, infrastructure capacity and financial strength to serve the WCSO. We have the competencies, experience and relentless focus on our customers to ensure that this contract is executed with full compliance, and that your goals and aspirations are exceeded.

Telmate

Tab 4: Required Forms

TRANSFORMING INMATE COMMUNICATIONS

Tab 4: Required Forms

PROPOSAL CONTENT: The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):

i) All forms contained or listed in Section 5 in this RFP, fully completed:

Telmate Response: Telmate has read, understands and will comply.

Telmate has included on the following pages all forms contained or listed in Section 5 of the RFP, fully completed:

- Proposal Form
- Price Sheet
- Business Information Questionnaire Form
- Ethics in Contracting Vendor Form
- W-9 Form (Standard IRS Form)
- ~~Slavery Era Disclosure Form*~~
- Subcontractor Form
- Fair Employment Practices (FEP) CERTIFICATE

*Per Addendum No. #5 (Issued on 6/10/2016), Question #14, the Slavery Era Disclosure Form is no longer required. Telmate therefore has not included said form with this proposal.

PROPOSAL FORM

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

TO: WAYNE COUNTY:

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

ADDENDA:
The undersigned has read, understands and is fully cognizant of the information to Proposers, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): 1, 2, 3, 4, 5, 6, 7 (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:
The undersigned, by submission of this Offer, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this RFP, and to enter into a contract with the County, in accordance with the conditions, scope and terms, as well as the Form of Contract, together with any written addenda as specified above.

COMPLIANCE:
The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that: 1) the Proposer is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:
The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE GUARANTEE:
The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

SUBMITTAL REQUIREMENTS:
The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.
No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

TELMATE, LLC
Company Name

655 Montgomery St,, 18th Floor
Address

San Francisco CA 94111
City State Zip

Signature of Person Authorized to Sign

Pablo Nichols
Printed Name

General Counsel
Title

270317304
Federal Tax ID

For clarification of this offer, contact:

Name: Ian Dunnington

Title: National Sales Director

Phone: (415) 933-7139

Fax: (415) 520-0343

Email: proposals@telmate.com

Acknowledged before me by Pablo Nichols (name) as General Counsel (title) of Telmate LLC (company) this 23 (day) of June, 2016.

Notary Signature: LISA MARCIA

My Commission Expires: 6/29/18

Affix Seal

LISA MARIE GARCIA
Comm. #2073171
Notary Public - California
San Francisco County
Comm. Expires Jun 29, 2018

Price Sheet & Cost Proposal

As requested, Telmate has included the completed Price Sheet with our proposal. We have also provided information related to our proposal pricing and the new regulations.

This Cost Proposal section contains:

- Proposal Pricing
- Narrative on New Regulations and Effect on Commissions
- Completed Price Sheet

Proposal Pricing

Telmate's proposal includes all of the services desired by Wayne County, as detailed in the County's RFP for Inmate Telephone System. Specifically, Telmate will provide the following at no cost to the County:

- Comprehensive inmate telephone services
- Low call rates that encourage connections to friends and family
- Remote and on-site Video Visitation Services
- Secure inmate Tablet solution
- Telmate lobby kiosks for your facilities
- Powerful investigative tools with chain of custody
- Inmate applications such as grievances, requests and commissary ordering
- Integration with your JMS and commissary systems
- Pain-free installation with zero downtime for inmate calls
- Dedicated on-site systems administrator
- Telmate Lobby Kiosks for each of your facilities
- Full-time, local technician dedicated exclusively to Wayne County
- 24/7/365 live, US-based, bilingual facility support
- Ongoing maintenance, equipment replacement, repair and upgrades
- Ongoing complimentary training throughout the contract
- And **more** as it becomes available

All of Telmate's products operate on a single unified platform. You'll have complete control over your entire inmate communications network, all from one centralized system, which authorized users can access from any computer with an internet connection. This also means that your staff only has to be trained on one system. Our solutions will be complete, turn-key, and provided at no cost to Wayne County. Our proposal is inclusive of all features and functionality described in

our response, and will include free installation, training, repair, replacement, support, additional equipment and integrations to third-party software.

The team proposed for Wayne County is highly experienced in managing implementations – in fact, we consider ourselves change management experts. We focus on taking the stress out of change by easing you into the new technology. We provide you with hands-on, on-site, ongoing training to ensure your staff is 100% comfortable with the technology and understands how to fully utilize its time-saving features and functionalities.

Because every ITS provider is different, we look forward to the opportunity to provide the County with a detailed, live presentation of the Telmate solution in order to fully demonstrate what makes Telmate's technology the most advanced in the industry.

There will be no costs to Wayne County whatsoever for any part of this project. Please see our fees and calling rates below.

Regulatory Fees		
Type of Fee	Amount	Frequency
Bill Statement Fee	$0.00	Per month per billed number
Regulatory Admin Fee	$0.00	Per month per billed number; all call types
Wireless/VOIP Admin Fee	$0.00	Per month per wireless or VOIP number, non Collect call billable numbers
FUSF	Applicable	% of total billed
State USF Fee	Applicable	% of total billed
Taxes and Other Reg	Applicable	% of total billed

CALLING RATES

CALL LENGTH 0-10 MINUTES

CALL TYPE	~~COMMISSION RATE~~ Facility Support Fee	SURCHARGE	PER MINUTE
Local Call	$0.01 to $0.07	$0.00	$0.14
IntraLATA	$0.01 to $0.07	$0.00	$0.14
InterLATA	$0.01 to $0.07	$0.00	$0.14
InterState	$0.00	$0.00	$0.21

CALL LENGTH OF 10 + MINUTES

CALL TYPE	~~COMMISSION RATE~~ Facility Support Fee	SURCHARGE	PER MINUTE
Local Call	$0.01 to $0.07	$0.00	$0.14
IntraLATA	$0.01 to $0.07	$0.00	$0.14
InterLATA	$0.01 to $0.07	$0.00	$0.14
InterState	$0.00	$0.00	$0.21

Please Note: Federal law prohibits flat-rate calling at this time. All call rates are based on a one-minute minimum.

Due to the current regulatory environment, we have constructed our offer without commissions instead we are offering a facility support fee. The rates expressed in the chart above are

Telmate's costs for providing the inmate communication services. Should the County wish to charge inmates and their friends and family beyond these rates, you have the right to do so. We would suggest you adding a county-mandated fee not to exceed $0.07 on local, IntraState/IntraLata and IntraState/InterLata calls. All taxes and regulatory fees will be passed through to the consumer at cost with no markup.

Video Visitation

Inmate Remote video visits will be charged at $0.15 per minute, with no minimum and no set-up fee.
Facility commission will be 25% on gross remote video visitation, and will be paid to the facility on a monthly basis.

Electronic visitation scheduling will be free of charge.

Tablets

In addition to the latest inmate communication platform, Telmate will install a secure wifi network, and all the hardware and software to support an inmate Tablet solution, to include maintenance and support for the life of this contract.

The inmate pays $0.05 per minute for the privilege of using the tablet service. There are no additional costs to the inmate. There are no hardware purchases for the inmate. Remote inmate video visits will be charged at $0.15 per minute, with no minimum and no set-up fee.

Facility commission on non-visitation inmate tablet revenue will be 25%, and will be paid to the facility on a monthly basis.

The tablet fee structure is two tiered with certain content and services offered for free and others for a fee.

Free to inmate, No cost to facility	Cost to Inmate, commissionable to facility
Facility inmate handbook	Inmate messaging and video visitation
Inmate requests and grievances	Games, music, movies, news, books

Commissary ordering	Religious content and addiction resources
Access to Facility-Provided Law Library	Educational and life-skills tools
PREA	

New Regulations and the Impact to Commissions

The recent FCC rulings have affected the inmate communications industry by limiting the Fees that can be charged to inmates, friends and family. These fees were a sizeable source of revenue for inmate phone companies and allowed them to pay very high commission rates to the counties that they serve. In addition to limiting permissible fees, the FCC eliminated connection charges from the pricing mix, and removed the call minimums. Now an inmate is charged low account set up fees, and can pay for as little as one minute of call time if they have that in their account. We are seeing that the FCC's order that goes into effect in June of 2016 for Jails, even though partially stayed, will have dramatic impacts. Although the ceilings for all Local, IntraLata, and InterLata call types have been removed by the stay, there are sensitive pricing considerations that come into play and a theoretical upper-limit exists regardless of any ceiling imposed by an outside party. Inmates, friends and family will limit their calling if per-minute rates are too high. Plain and simple.

In summary the ruling puts into effect:

1. Substantial reduction in the type and amount of fees associated with inmate telephone services.
2. Significant reductions in per minute charges for inmates with communications disabilities, including TTY and TDD charges.
3. Zero accommodation for costs that facilities incur to provide inmate telephone services.

The FCC concluded that inmate calling service (ICS) providers should not be allowed to recover costs associated with site commission payments, even if those reflect costs actually borne by the facility to provide or permit inmate calling services. Specifically, it found that "the record is not clear as to whether the correctional facilities in fact bear a cost in the provision of ICS that is unique to the provision of phone service in addition to the costs of operating a correctional

facility." It further found that "[p]assing the non-ICS-related costs that comprise site commission payments including contributions to general revenue funds, onto inmates and their families as part of the costs used to set rate caps would result in rates that exceed the fair compensation required by section 276 and that are not just and reasonable, as required by section 201." As such, it expressly excluded site commission payments from its rate cap calculations.

Furthermore, it made absolutely clear that the FCC continues to strongly discourage the payment of any site commission to a facility – including even non-reimbursable payments from profits. In this context, the FCC has broadly defined site commission payments to include any form of monetary payment, in-kind payment requirement, gift, exchange of services or goods, fee, technology allowance, or product. The FCC has also made clear that it will continue to monitor all facilities during the implementation period and may reduce per minute rates further (or take other action) if site commissions continue to be paid in any amount or form.

*Telmate has provided our completed Price Sheet on the following page.

PRICE SHEET

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

The Wayne County Sheriff's Office is contracting for Inmate Telephone Services to be provided under the specifications in this Request for Proposal.

Please state the rates and commission for providing the services:

CALL LENGTH 0-10 MINUTES

CALL TYPE	~~COMMISSION RATE*~~	SURCHARGE	PER MINUTE
Local Call	$0.01 to $0.07	$0.00	$0.14
IntraLATA	$0.01 to $0.07	$0.00	$0.14
InterLATA	$0.01 to $0.07	$0.00	$0.14
InterState	$0.00	$0.00	$0.21

CALL LENGTH OF 10 + MINUTES

CALL TYPE	~~COMMISSION RATE*~~	SURCHARGE	PER MINUTE
Local Call	$0.01 to $0.07	$0.00	$0.14
IntraLATA	$0.01 to $0.07	$0.00	$0.14
InterLATA	$0.01 to $0.07	$0.00	$0.14
InterState	$0.00	$0.00	$0.21

Rates must include all fees.

***Telmate is providing a Facility Support Fee in place of a Commission Rate.**

Please Note: Federal law prohibits flat-rate calling at this time. All call rates are based on a one-minute minimum.

BUSINESS INFORMATION QUESTIONNAIRE

NAME OF COMPANY TELMATE, LLC

PRINCIPAL OFFICE ADDRESS 655 MONTGOMERY ST., 18TH FL.; SF, CA 94111

TELEPHONE NUMBER (415) 933-7139

FORM OF OWNERSHIP (Check One)

- ○ Corporation — State of Incorporation/Registration _____ Date of Incorporation/Registration _____
- ◉ LLC
- ○ Joint Venture
- ○ Partnership: If Partnership, select one of the following: ○ Limited or ○ General
- ○ Individual

COMPANY HAS BEEN IN BUSINESS SINCE: _____

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

Name	Title
Richard Torgersrud	CEO
Kevin O'Neil	President

LIST OF CORPORATE DIRECTORS

Name	Key Individuals (Other than Directors)
Curt Clifton	Mike Boyer
Darren Wallace	Theresa Crim
Rob Gordon	Justin Tidwell
Pablo Nichols	Kelly O'Neil
Ian Dunnington	Julio Alvarez

HAVE YOU HAD ANY CONTRACTS TERMINATED FOR DEFAULT OR OTHER PERFORMANCE REASONS? ○ Yes ◉ No If yes, explain:

BUSINESS INFORMATION QUESTIONNAIRE CONTINUED

ADDITIONAL INFORMATION REQUIRED BY THE COUNTY

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name	Address

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with Wayne County, or with any of its Commissioners or officers.

<NONE>

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

1 R2 (Dun & Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

TELMATE, LLC

(Name of Company)

By _____ 6/8/2016

(Signature) (Date)

Pablo Nichols, General Counsel

(Title)

ETHICS IN CONTRACTING VENDOR FORM

(DISCLOSURE OF RELATIONSHIPS WITH COUNTY CONTRACT MANAGERS BY OWNERS AND OFFICERS OF BUSINESS SUBMITTING QUOTE)

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- **Please fill out this form to the best of your knowledge and belief.**
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- **You are not required to question family members beyond what you already know of their affairs.**
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Are you an immediate family member of a County employee? ☐ YES ◉ NO

   If Yes: Name: _____ Relationship: _____

   Department: _____ Title: _____

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months? ☐ YES ◉ NO

   If Yes: Name: _____

   Department: _____ Title: _____

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? ☐ YES ◉ NO

   If Yes: Name of Contract Manager: _____

   Department: _____ Title: _____

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures? ☐ YES ◉ NO

   If Yes: Name of Contract Manager: _____

   Department: _____ Title: _____

ETHICS CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): Ian Dunnington

Signature: _____ Date: 6/8/2016

Company Name: TELMATE, LLC

Company Tax ID #: 270317304

ETHICS DEFINITIONS

Contract Manager

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

Immediate Family

YOUR FATHER, MOTHER, SON, DAUGHTER, BROTHER, SISTER, UNCLE, AUNT, GREAT AUNT, GREAT UNCLE, FIRST COUSIN, NEPHEW, NIECE, HUSBAND, WIFE, GRANDFATHER, GRANDMOTHER, GRANDSON, GRANDDAUGHTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPFATHER, STEPMOTHER, STEPSON, STEPDAUGHTER, STEPBROTHER, STEPSISTER, HALF BROTHER, HALF SISTER, AND INCLUDING THE GRANDFATHER OR GRANDMOTHER OF AN INDIVIDUAL'S SPOUSE. IT SHALL ALSO INCLUDE A FORMER SPOUSE OR AN INDIVIDUAL WITH WHOM THE PUBLIC SERVANT HAS HAD A CHILD IN COMMON.

Substantial Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt of $500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than $10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Telmate, LLC

2 Business name/disregarded entity name, if different from above
Telmate, LLC

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) ____
Exemption from FATCA reporting code (if any) ____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
10940 Wilshire Blvd. Suite 2030

Requester's name and address (optional)

6 City, state, and ZIP code
Los Angeles, CA 90024

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 7 - 0 3 1 7 3 0 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/1/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

WAYNE COUNTY HUMAN RELATIONS DIVISION
FIRST TIER SUBCONTRACTOR DESIGNATION FORM

To be completed by Prime Contractors for "First Tier" Subcontractors Only

This form Must be completed by all prime contractors receiving a contract of more than $50,000 (supply/service) or more that $100,000 (construction) from Wayne County regardless of the dollar amount at which the subcontractor participates. The prime contractor is responsible for ensuring that all first tier subcontractors are in compliance with the FEP ordinance.

****THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED****

1. CONTRACT NUMBER: 3 7 - 1 6 - 0 9 0 **(number on bid announcement)**

2. CHECK ONE:

This is a: ☒ **SUPPLIES/SERVICES** contract **(over $50,000?** ☒ **YES** ☐ **NO)**

OR

☐ **CONSTRUCTION** contract **(over $100,000?** ☐ **YES** ☐ **NO)**

3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)

☐ **YES** ☒ **NO**

(This page must be completed even if no subcontractors will be used)

Prime Company Name: TELMATE, LLC			Fed Tax ID: 270317304
Address: 655 MONTGOMERY ST., 18TH FLOOR			
City: SAN FRANCISCO	County: SAN FRANCISCO	State: CA	Zip: 94111
Phone: (415) 933-7139		Fax: (415) 520-0343	
Authorized Contact Person: Ian Dunnington		Email: proposals@telmate.com	

I Declare that all of the information contained in this form is complete and accurate to the best of my knowledge.

Print Name Pablo Nichols Title General Counsel

Signature [signature] Date 6/8/2016

If you answered "YES" to subcontractors, complete the next page.

SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name _____ **Contract #** ___-___-___

Subcontractor #___

Company Name			Fed Tax ID:
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ( )	Fax ( )	
Subcontract Amount: $	% of Contract		
Work to be performed:			

Subcontractor #___

Company Name			Fed Tax ID:
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ( )	Fax: ( )	
Subcontract Amount: $	% of Contract		
Work to be performed:			

Subcontractor #___

Company Name			Fed Tax ID:
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ( )	Fax: ( )	
Subcontract Amount: $	% of Contract		
Work to be performed:			

Subcontractor #___

Company Name			Fed Tax ID:
Address			
City:	County:	State	Zip
Authorized contract:	Phone:	Fax:	
Subcontract Amount: $	% of Contract		
Work to be performed:			

Doing Business with Wayne County

For any technical issues you are experiencing while registering your business or viewing the contents of this website, please contact Wayne County Call Center at 313-224-5051.

Company Profile | Payment | Certification(s) | My Profile | FAQs | Logout

Apply for Certification(s) | Certification(s) Status | No Current Certification(s)

The FEP application has been submitted succesully for processing. A confirmation email with a copy of the FEP application has been sent to all the sign authorities and online users. You will also be notified when the application is approved/denied.

Certificate Status

Certification Type	Status	Applied Date	Effective Date	Expire Date
> FEP - Fair Employment Practice	Pending	6/6/2016		

Get ADOBE READER

If you do not have a current version of Adobe Acrobat Reader installed, please visit Adobe.com for the latest version.

Telmate®

Tab 5: Financial Statement

TRANSFORMING INMATE COMMUNICATIONS

Tab 5: Financial Statement

PROPOSAL CONTENT: The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):

ii) A copy of Proposer's latest audited, reviewed, or compiled financial statements (balance sheet, income statement, statement of cash flows, footnotes) prepared by an independent certified public accountant. If your company is not required by federal, state and local law, financial institutions, or company management to have audited, reviewed, or compiled financial statements prepared by an independent certified public accountant, you may submit an internally generated balance sheet and income statement instead.

Telmate Response: Telmate has read, understands and will comply.

Telmate has included a copy of our latest **confidential** Consolidated Financial Statement in the Attachments tab of this proposal. We will provide a 2015 financial statement upon award, as it has not not yet been completed. Please see the Attachments tab of this proposal for our **confidential** Consolidated Financial Statement.

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Tab 6: Minimum Qualifications

TRANSFORMING INMATE COMMUNICATIONS

Tab 6: Minimum Qualifications

PROPOSAL CONTENT: The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):

iii) Evidence showing that the Proposer meets each of the Minimum Qualifications listed in the Scope of Work of this RFP. (See next section for more detail.)

Telmate Response: Telmate has read, understands and will comply.

Telmate has provided evidence that we meet each of the Minimum Qualifications listed in the Scope of Work of the RFP. Please see our response to b. Experience, Qualifications and Customer Service, #1 in Tab 7: Submittal Requirements Specific to Evaluation Criteria, for a detailed response.

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Tab 7: Submittal Requirements Specific to Evaluation Criteria

TRANSFORMING INMATE COMMUNICATIONS

Tab 7: Submittal Requirements Specific to Evaluation Criteria

SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: Submit a complete response to each of the following items. List them in the order below, following your submission to the above:

Telmate Response: Telmate has read, understands and will comply.

Telmate has provided a complete response for each of the following items.

a) Commission Rates and Fees:

(1) Provide your rates for the service.

Telmate Response: Telmate has read, understands and will comply.

Please refer to Tab 4: Required Forms for our completed Price Sheet.

(2) Provide your fees (i.e. bill statement fees, connection fees, and account set-up fees).

Telmate Response: Telmate has read, understands and will comply.

Please refer to Tab 4: Required Forms, where we have provided our fees together with our completed Price Sheet.

b) Experience, Qualifications and Customer Service:

(1) Describe how you meet or exceed the minimum qualifications in the Scope of Work in this document.

Telmate Response: Telmate has read, understands and will comply.

We have responded to each of the minimum qualifications below.

MINIMUM QUALIFICATIONS: Proposers (specifically, the business that will be contractually bound under the contract with the County) will be deemed non-responsive and rejected without any further evaluation if they do not meet the following mandatory qualifications:
a) The Proposer or its key personnel must have three (3) or more years of previous correctional, institutional, or other telecommunication experience. Subcontractors or key personnel experience may be used to satisfy this requirement in lieu of the Proposer as a business.

Telmate Response: Telmate has read, understands and will comply.

Telmate Overview

At Telmate, we operate at the intersection of high technology and exemplary service to provide an inmate communications experience with increased calling activity and reduced recidivism. Telmate has provided inmate communication services since 2005. We are a full-service US-based inmate communications provider with a national presence that includes headquarters in San Francisco, and additional offices in Los Angeles and Ontario, Oregon. Telmate also has locally-based sales, account management and technical staff located across the country. We are well represented across the entire country, with staff employed locally to provide service to our customers across the United States as well as Canada. From city and county jails to federal facilities, we serve inmate populations of all sizes—many exceeding 2,000 beds. We provide innovative ITS, inmate VVS and tablet/inmate educational products, and provide unmatched customer service to over 300 correctional facilities spanning 39 U.S. states and five Canadian provinces.

We are qualified, certified, and have demonstrated competence and professionalism in the provision of inmate telephone services, inmate video visitation solutions, and inmate tablet programs. Telmate's solution operates on a centralized, unified platform known as Telmate Command Center. We combine cutting-edge managed communication products with outstanding, responsive customer service, along with the most innovative, feature-rich investigator tool set in the Industry.

Telmate is privately held and debt-free, and we have the stability and integrity to support all facets of the inmate communications industry.

The Telmate Training Program

A great ITS/VVS solution is nothing unless key staff and investigators know how to use it and how to get the most out of it. As a core extension of Telmate's mission to provide the best customer service and satisfaction, it is our mission to ensure that WCSO staff are trained from launch and implementation through day-to-day operations. Below is a list of core training-related items and initiatives:

- Implementation and ongoing training are provided to the client for the life of the contract. Telmate will provide complete launch, implementation and ongoing product training to new and existing WCSO staff covering all ITS and VVS features. As requested by the client, initial staff training will be completed the week prior to the system going live. In addition, we will provide on-site training to the client's staff within 24 hours of the system going live.

- On-site administrator or technician at the facilities on the day of implementation as requested by the client, Telmate will coordinate the presence of an on-site administrator or technician at the facilities on the day of implementation to place test calls and ensure the system is functioning properly, as well as provide training for all facility staff as deemed necessary by the WCSO.

- Types of training: Onsite and via the internet/web. Telmate's training will include, but not be limited to, onsite training sessions, online training sessions via the internet/web, and web-based support resources and videos available to staff on demand.

- Acknowledged and verified training: All participating WCSO staff and Telmate trainers must complete and sign a training acknowledgement form. This training acknowledgement form will be provided by the WCSO.

- Training resources: Telmate will provide training manuals to the client's staff at all training meetings that will become the client's property. Telmate will also provide full documentation for all of the ITS features and functionalities, and as requested by the WCSO, Telmate will provide informational pamphlets to inmates describing applicable features and functionalities of the ITS and VVS solution.

- Product upgrades training: As product upgrades are rolled out, training courses will be offered through online instructor-led courses, twice a month throughout the year. Telmate's ongoing training ensure that WCSO staff always keep pace with current and newly released features and make the most of your system.

Telmate Trainers and Resources

Experienced Telmate employees will be the client trainers to conduct all training through on-site, one-on-one, group classroom training sessions, and online instructor-led classes. Telmate delivers standard training using both hands-on experience with your data, and using instructor demonstrations to ensure each trainee understands all ITS concepts. Training is job specific to make the most of the staff's time and can be provided during multiple shifts to ensure full coverage of the facility.

Telmate training programs coupled with our easy-to-understand system interface, documentation and help resources will enable facility staff to use all features the first day of installation. Since products are web-based, after a 2-3 hour training session most officers find it easy to maneuver through the features immediately using our drop down and click box menu capabilities.

In addition to standard training, Telmate will work with the client to customize the online training experience to meet the unique needs of the client staff and facility. We can design and offer specific, customized classes focused on various client agency functions like: creative investigations, optimal live call monitoring, and gaining operational efficiencies through system administration.

ITS Training Course Modules

Telmate is committed to providing your staff with training that will maximize the potential of the features implemented at your facility. Training courses are in a user-friendly, task-oriented format to teach your officers what they need to know to do their job efficiently. We present courses in separate modules based on the types of duties officers tend to perform using the ITS system, while expressing the unique features of applications.

The following table presents the standard ITS training course modules and associated learning objectives. Telmate will work hand in hand with the client to design and offer any specific courses or training that support client specific initiatives or functions.

Course Module	Objective
Getting Started	• Logging in • Navigating through the features • Managing your password • Contacting technical support for service calls
User Administration Details	• Creating and changing user accounts • Defining a user's role and granting access permission • Resetting a user's password • Deactivating and/or deleting users • Running user management reports
Inmate Administration Activities	• Adding and changing inmate phone accounts • Deactivating inmate phone accounts • Setting up the phones to meet your requirements • Using administrative reports
Monitoring Activities	• Reviewing Call Detail Records (CDRs) • Monitoring live calls • Listening to recorded calls • Using monitoring reports • Saving calls and burning to CD
Investigation Activities	• Using CDRs for investigations • Recognizing trends in inmate activity • Using other investigative tools to collect information for evidence

	• Digging into the details
Super User Activities	• Learning time-saving tips and tricks • Discussing actual facility situations and turning evidence into intelligence • Troubleshooting for operational and maintenance staff to minimize unnecessary service calls

Telmate will provide a curriculum specific to the WCSO that can be used initially, and throughout the term of the agreement, to ensure we provide training in the manner and on the features most important to the client.

Training for Friends & Family

Telmate also provides training for the friends and family of inmates to ensure that they are comfortable with the procedures for setting up an account on gettingout.com, funding an inmate account, setting up a video visit, and similar pertinent services. Typically we provide this training in your facility lobby as part of the installation process. This ensures that friends and family know how to use the system from day one. We also provide marketing materials for friends and family that you can make available to them at your facility.

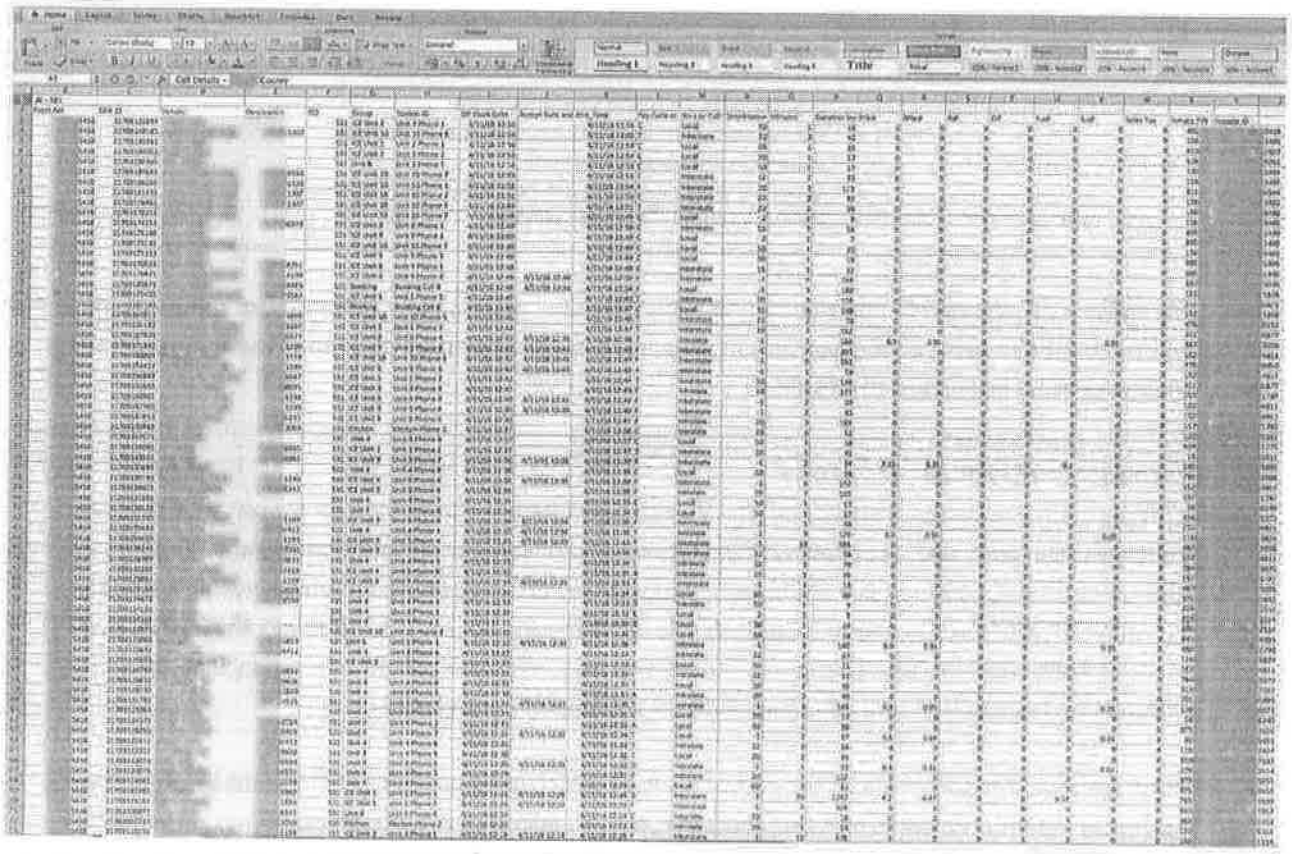
Our staff will remain onsite after go-live to work with friends and family in the lobby, so that we can train them on how to use our products, we will also show your staff resources on the lobby kiosk they can point friends and family to in order for them to "self-help".

Training for Inmates

Our staff will train inmates in their housing units on how to use all of the technology, how to get tutorials, how to use our automated inmate customer service and how to use all the features and functionality that is allowed by your facilities.

Telmate Reports

Telmate's reporting system works seamlessly with our unified platform to generate custom reports on every aspect of inmate communications, including calls, visits, deposits, relationships, billing and more. With Telmate Reports, system activity is just a click away, ensuring staff and investigators are fully informed with up-to-date usage information for calls and video visits.



Standard reporting options include:

- Call Details
- Call Notes
- Top Called Numbers
- Shared Numbers (by more than 1 inmate)
- Multiple Inmate Destinations
- Top Phones / trunks
- Top Inmate Pins
- Call summary by Day
- Call summary by Week
- Call summary by Month
- Call summary by Year
- Call report by Category

Telmate can provide the County with customized reports as needed. We also can also provide investigator reports as part of our Telmate Investigator tool. Telmate reports can be downloaded as CSV, Excel, ASCII, HTML, or PDF files, and printed, attached or incorporated into email.

Telmate's Open Architecture Systems and Software

Telmate's ITS/VVS solution is entirely web-based and utilizes modern open-source technology platforms to help prevent early obsolescence. This allows our software to be continually updated without being inherently dependent on proprietary software. Telmate's calling platform architecture was built from the ground up, and does not rely on a legacy system, like those used by other ITS providers. Telmate utilizes an all-digital VoIP network for transmission of calls. This offers enhanced call clarity and connection. Telmate is the leader in developing innovative technology solutions for inmate communications, and is committed to supporting your facility well into the 21st century.

b) The Proposer or its key personnel must have proven ability for a contract start-up upon Commission approval with an anticipated start date of August 26, 2016 (suggested date).

Telmate Response: Telmate has read, understands and will comply.

The Telmate installation team has completed more than 200 equipment installation projects across the United States including numerous successful installations in counties in Michigan (Kalamazoo and Allegan) and its neighboring states of Indiana and Wisconsin. Our unique scalable plan means that we can install and turn up our equipment in 5 days or less, whether a facility has 50 beds or 5000. Telmate provides a low-stress, low-change installation to all of our implementations. Our goal is to take the burden off of you during this process. Our customers are always surprised to see that our installations are less hectic than expected. Telmate has extensive experience installing and maintaining inmate telephone systems. Our experience has helped us develop best practices in installation and cutover procedures. Our teams work together on a regular basis and strategically plan for a smooth transition of service.

Please refer to the Sample Implementation Plan we have provided in response to *c. Work Plan and Timeline* for more information on our standard installation procedures.

The following are just a few examples of our change-management and implementation expertise:

For the Montana Department of Corrections

The Montana Department of Corrections needed phones for their 2,000 inmates located across four facilities. They wanted the entire ITS system completely installed in 60 days. The Telmate

Team installed and turned up equipment for 4 facilities in only five days, with two project managers and an installation crew of six.

For the Oregon Department of Corrections

The Oregon Department of Corrections needed phones for their 15,000 inmates located across 14 facilities. They wanted the entire ITS system completely installed in 6 months. Our team was able to install in 3 months. Telmate pre-installed hardware and backroom circuits over two months. 14 two-man teams were picked and trained; one PM with a technical partner. Teams arrived on a Saturday evening to complete final installation steps. The teams returned to their respective facilities at 6am and plugged into the Telmate system at the same time. The success of this project earned Telmate the ODOC 2013 Contractor of the Year award. We were the first phone vendor to ever earn this recognition. Please refer to *Tab 8: Attachments* for a Letter of Recommendation from ODOC.

For the Oklahoma County Detention Center

The Oklahoma County Detention Center - who we have included as a reference in this proposal - needed phones for their 2,500 inmates located on 13 floors of their detention facility located in Oklahoma City. The Telmate Team installed 150 phones in all the common areas of the detention center in one week. Over the next year, we installed nearly 1,400 phones in the detention center.

c) The Proposer must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.

Telmate Response: Telmate has read, understands and will comply.

The Telmate Team for Wayne County: Regionally Experienced and Responsive

Wayne County will be supported by an experienced Telmate account team that was carefully selected based on your specific needs. Telmate has multiple clients in the Midwest, and was recently awarded one of the largest counties in the region. The entire Telmate team for Wayne County is extremely knowledgeable of your region, and team members Director of Installation Mike Boyer, Project Manager Theresa Crim, and Regional Account Manager Julio Alvarez have all worked on numerous successful installations in Michigan and its neighboring states, including:

- Kalamazoo, MI
- Allegan County, MI
- Lake County, IN
- Delaware County, IN
- Knox County, IN

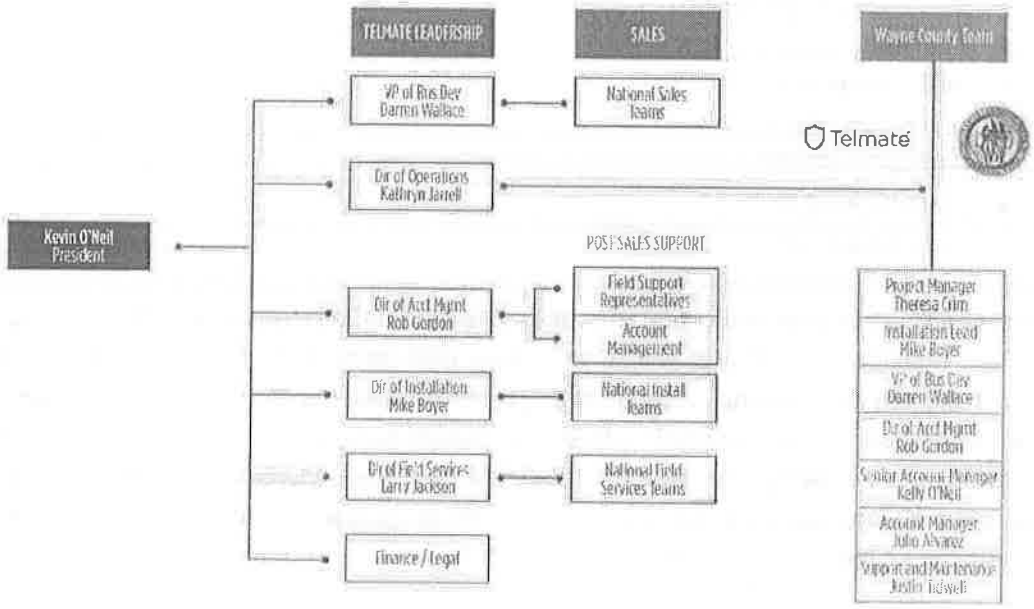
- Marshall County, IN
- Washington County, IN
- Monroe County, IN
- Vanderburgh County, IN
- Hamilton County, IN
- Rock County, WI
- Greene County, MO
- Harlan County, KY
- Laurel County, KY
- Boyle County, KY

Theresa will act as your main point of contact throughout the installation process, and Regional Account Manager Julio Alvarez will serve as your main point of contact post implementation. Julio is the Telmate Regional Account Manager for the states of Indiana, Wisconsin, Michigan, Illinois, Missouri, and has assisted with recent installations in those states by providing training for facility staff, inmates, and their friends and family. Theresa and Julio are both very familiar with your region, and they will work with the WCSO to understand your specific needs and provide the exceptional service for which we are known.

As your Account Manager, Julio will handle all ongoing matters involving inmate telecom services, including regular account maintenance and service, meetings with facility staff, and training for both facility staff and inmate friends and family. He will be supported by the entire Account Management department. Telmate will provide a full-time on-site systems administrator as requested, and will also provide a full-time Telmate technician who will dedicated exclusively to your facilities. We also have a dedicated technician who provides service to Kalamazoo County and can provide additional back-up service in case of an emergency. Finally, Wayne County will be supported by Telmate's 24/7/365 live customer service center in Ontario, Oregon, who will resolve issues remotely or dispatch local technicians as needed. We know that for the County, having access to local staff means quick response times for repairs and support as well as regular maintenance, questions, training and upgrades.

On the following pages, we have provided a company organizational chart and bios for the Telmate team proposed for Wayne County, along with information on our Ontario, Oregon customer service center.

Telmate Organizational Chart



Telmate Staff to Serve Wayne County

Theresa Crim, Project Manager

Since 2011 Theresa has served as Project Manager on the installation team at Telmate, where she is responsible for performing installation related duties including site previews, creating scope of work for facility staff and install team, and managing and monitoring all steps of installation process for more than 45 projects across the country. She trains facility staff to use our system, leads inmate training on Telmate equipment and policies, and supports Friends and Family in the Lobby during the installation and beyond if needed.

Mike Boyer, Installation Lead

Director of Installation, Mike Boyer's extensive experience as a director of operations and installations positions him as an ideal candidate to oversee a smooth, efficient transition of service for your facility. He has served in this role at Telmate since 2003, and is an expert at how to run a successful installation. Mike is a leader in the field of inmate technology installation at correctional facilities of all types, including new builds, large facilities, and aging structures. He is a strategic and creative project manager and optimizes teams to stay on schedule even when faced with challenges. Mike has completed successful installations at multiple facilities across

the country. He performed management of 14 site installations for the Oregon DOC transition. The success of this project earned Telmate the **ODOC 2013 Contractor of the Year** award. His focus is always on finding ways to make installations go more smoothly and efficiently. On a daily basis, Mike manages and organizes facility installs, site previews, and orders equipment. He also manages on site installations, hardware manufacturing, and is responsible for ongoing quality and service at Telmate accounts.

Darren Wallace, VP of Business Development

With more than 15 years of experience in the communications sphere, Darren has honed his expert skills in technically-centered sales, business development, and information technology. Darren is a relationship builder and a strong public speaker and leader. He works to meet a client's overall needs, and his passion lies in uncovering unspoken needs and working with Telmate teams to meet those needs. Darren is a Sales and Business operations professional with a diverse background and a consistent focus: the customer. His primary objective is to create solutions and establish effective, trustworthy relationships with clients.

In **2013, Darren was named as part of the Telmate team receiving the Contractor Award of the Year from the Oregon Department of Corrections.**

Rob Gordon, Director of Account Management

With 36 years of law enforcement experience, (retired) Sheriff Rob Gordon has a thorough understanding of what is important to law enforcement agencies and professionally managed jails. Rob's unique background in law enforcement allows him to connect directly to the concerns of Telmate clients and seek new ways to serve them. Since 2013, he has worked to provide an excellent experience for Telmate clients. As our Director of Account Management, he is responsible for the oversight of Telmate's Account Managers, who provide service to over 200 jails and prisons. In all of his work, Rob focuses on educating Account Managers on the concerns that clients face daily, and helping Account Managers to anticipate needs before they arise. Rob is a board member with the Pacific Northwest Chaplain's Association (a group that trains chaplains for law enforcement agencies) and with Accounting Aid For Fraud Victims (a non-profit group that assists law enforcement with forensic accounting examinations – primarily elder abuse cases). He remains active with the Oregon State Sheriff's Association, volunteering to assist with their Command College and other functions. Rob was selected as the Oregon Jail Manager of the Year in 1998 and 2001, and was twice named Oregon's Sheriff of the Year.

Kelly O'Neil, Senior Account Manager

Kelly serves as the Senior Account Manager for Telmate. He has been with Telmate since 2008. His duties include overseeing management of all Telmate accounts, assisting account managers on inmate telephone system training, and SNAP training. Kelly supports facility operations for jails and correctional facilities that work with Telmate. He also manages and expands

relationships with all levels of the facility, their vendors, and Telmate stakeholders. He provides ongoing communication and training support to ensure customer knowledge of and proficiency with system features. Kelly functions as the first point of escalation, the customer advocate, and liaison. He also provides support for the account managers in building close business relationships and quick resolution of technical issues. Above all, Kelly focuses on building strong relationships and providing world-class service. Kelly has significant experience with management of DOC contracts and account management with large accounts, including Montana and Oregon DOCs.

Julio Alvarez, Account Manager

Telmate Regional Account Manager Julio Alvarez has worked at Telmate for 5 years, beginning in an entry-level position and working his way up based on his expertise and excellence of work. He worked for Telmate as a technician in a facility in Lake County, Indiana for 2 years before being promoted to the position of Regional Account Manager for the states of Indiana, Wisconsin, Michigan, Illinois, Missouri, and Arizona. As an Account Manager he makes sure to visit his accounts several times a year to make sure our products meet our customers' expectations, as well as to submit and follow through with any requests they may have.

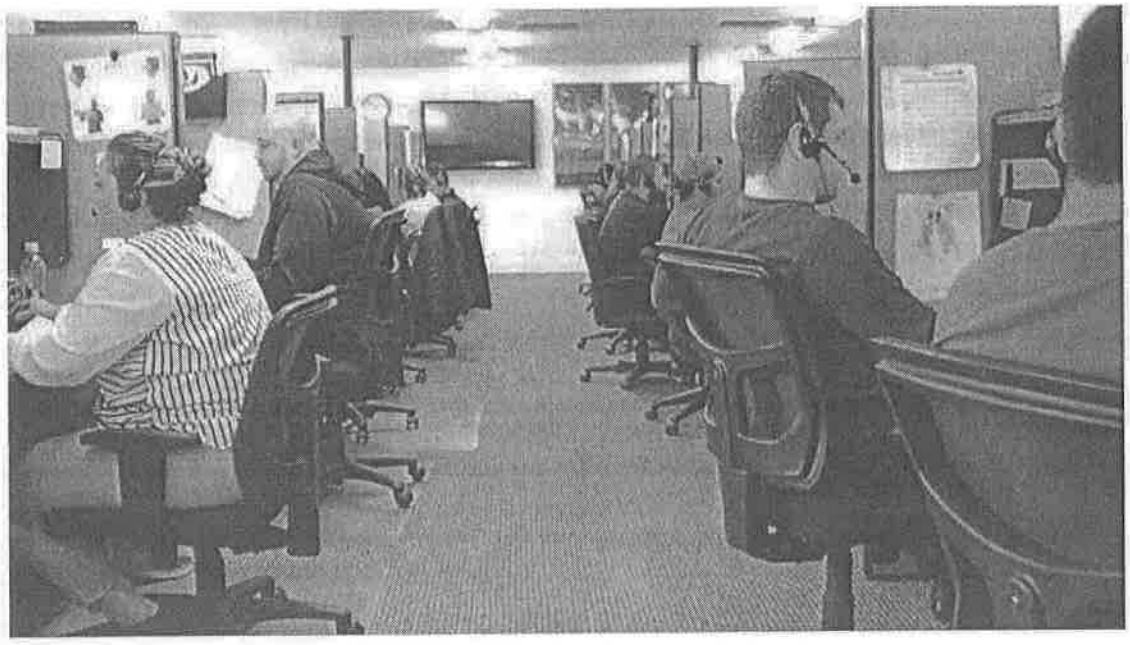
Justin Tidwell, Service Manager

Justin oversees the achievement and maintenance of agreed customer service levels and standards, monitors the daily operations of the facility service team, prioritizes and delegates work tasks to ensure proper functioning of the department, ensures the necessary resources and tools are available for quality customer service delivery, monitors reports and database information.

Telmate's Ontario Oregon Customer Support Center

Telmate's Ontario, Oregon customer support center has been providing 24/7/356 nationwide support services for nearly a decade. Telmate offers the best service and support in the industry. We believe in the human touch, that you have a right to speak with real people, not machines, and that those people should be based in the United States. Our customer service department is the largest group of employees within our company and includes numerous native-speaking bilingual staff members.

Telmate's Ontario, Oregon Support Center:



Telmate's customer service department responds to inbound customer service needs, tracks those needs through our trouble ticketing system, and operates as our technician dispatch service. Because of Telmate's sophisticated and automated diagnostic tools, our customer service, and our dispatch service, our techs can respond quickly with estimated time for repairs if a hardware failure has occurred, a request to rapidly access and replace/repair equipment. Telmate's facility support team is available 24 hours a day, 365 days a year. We respond quickly to ALL issues, and for any problems requiring onsite service, we will dispatch a local technician within 2 hours.

Our goal is to assist callers and resolve their issues during the first contact. We staff peak calling hours in an effort to minimize wait times. We are known for our "two-ring" challenge, which means that our customer service representatives pick up calls within two rings (and often one!) as a matter of standard practice. We believe in the human touch, that you have a right to speak with real people, not machines, and that those people should be based in the United States. Our customer service department is the largest group of employees within our company and includes numerous native--speaking bilingual staff members We report on and audit all of our processes for quality to ensure we are meeting our expectations. We have response targets in place to ensure that we are responding to our customers in a timely manner, and dispatch

tickets follow service level agreements. We are proactive and monitor call volumes to identify potential issues.

Toll-Free Phone Support for Facility Staff: Telmate provides facility staff with a 24/7/365 customer/technical-support number (800-205-5510) that is always answered by a live operator. Staff may also email fsr@intelmate.com and get a response within 2 hours.

Toll-Free Support for Friends and Family: Friends and family may call our 24/7/365 bilingual customer support line to receive help with complaints, refund requests, call-blocking and much more. If an issue requires further action, Telmate's system features a built-in trouble ticket system, so facility staff can monitor the status of a ticket from start to finish.

Inmates: Telmate provides inmates with an easy-to-use customer support service from directly inside their own housing pod, and we train inmates in each pod on the day of live operation. Inmates can also dial 211# for the Telmate Automated Service line where they can leave a message and receive a pre-recorded answer.

For more on Telmate's customer service and local technical support, please refer to the Attachment Tab of this proposal for Telmate's Service Policies and Procedures.

(2) Describe how you meet or exceed the preferred qualifications in the Scope of Work in this document.

Telmate Response: Telmate has read, understands and will comply.

Please see our response in Section 6.b.1 for our comprehensive answer to our qualifications.

PREFERRED QUALIFICATIONS: Proposers may be evaluated higher if they meet the following qualifications:
a) The Proposer's business is organized for the purpose of providing correctional, institutional or a telecommunication company.

Telmate Response: Telmate has read, understands and will comply.

Telmate is a Limited Liability Company solely focused on providing superior inmate communication services (ICS) to include inmate telephone services and video visitation Solutions. Telmate LLC provides fully-formed inmate communication services, including inmate telephone services, corrections grade Internet services, video visitation infrastructure and services, as well as detainee monitoring and deposit services for both prepaid phone accounts and trust accounts.

b) The Proposer or its key personnel has five (5) or more years of previous correctional, institutional or other telecommunication experience. Subcontractors or key personnel experience may be used to satisfy this requirement in lieu of the Proposer as a business.

Telmate Response: Telmate has read, understands and will comply.

Telmate has provided inmate telephone services for over 10 years. From city and county jails to federal facilities, we serve inmate populations of all sizes—many exceeding 2,000 beds. We provide innovative ITS, VVS, and tablet/inmate educational products, and provide unmatched customer service to over 300 correctional facilities spanning 39 U.S. states and five Canadian provinces.

c) The Proposer demonstrates proven ability for a contract start-up upon Commission approval with an anticipated start date of August 26, 2016 (suggested date).

Telmate Response: Telmate has read, understands and will comply.

(3) Provide at least three (3) references for similar projects, including name of establishment, address, dates of service, contact name and telephone number. Clearly indicate for the projects which, if any, of the proposed key personnel worked on each.

Telmate Response: Telmate has read, understands and will comply.

Telmate requests that in the event of a FOIA, the County will please redact all contact information for the references listed below.

Name of Establishment: Washington County Jail
Address: 215 SW Adams Ave, Hillsboro, OR 97123
Dates of Service: 2014-Present
Contact Name: Luke D. Krieger
Telephone Number: 503-846-2567
Key personnel involved in this project: Mike Boyer, Theresa Crim, Rob Gordon, Kelly O'Neil, Justin Tidwell

Name of Establishment: Oklahoma County Jail
Address: 201 N Shartel Ave. / Oklahoma City, OK 73102
Dates of Service: 2009-Present
Contact Name: Major Jack Herron, Jail Administrator
Telephone Number: 405-713-1936
Key personnel involved in this project: Mike Boyer, Theresa Crim, Darren Wallace, Kelly O'Neil, Justin Tidwell

Name of Establishment: Lafayette Parish Correctional Center
Address: 916 Lafayette St. / Lafayette, LA 70501
Dates of Service: 2013-Present
Contact Name: Director Rob Reardon
Telephone Number: 337-236-5488
Key personnel involved in this project: Mike Boyer, Theresa Crim, Rob Gordon, Kelly O'Neil, Justin Tidwell

Name of Establishment: Lake County Jail
Address: 2293 Main. St, Crown Point, IN 46307
Dates of Service: 2011-Present
Contact Name: Timothy Hogan
Telephone Number: 219-755-3362
Key personnel involved in this project: Mike Boyer, Theresa Crim, Rob Gordon, Kelly O'Neil, Julio Alvarez, Justin Tidwell

Name of Establishment: Kalamazoo County Jail
Address: 1500 Lamont Ave, Kalamazoo, MI 49048
Dates of Service: 2015-Present
Contact Name: William Timmerman
Telephone Number: 269-385-6138
Key personnel involved in this project: Mike Boyer, Theresa Crim, Rob Gordon, Kelly O'Neil, Julio Alvarez, Justin Tidwell

Name of Establishment: Allegan County Corrections Center
Address: 640 River Street, Allegan, MI 49010
Dates of Service: 2013-Present
Contact Name: Capt. Charity Cummins
Telephone Number: (269) 673-0500
Key personnel involved in this project: Mike Boyer, Theresa Crim, Rob Gordon, Kelly O'Neil, Julio Alvarez, Justin Tidwell

(4) Describe the experience and qualifications of key personnel. Include detailed Resumes.

Telmate Response: Telmate has read, understands and will comply.

Below Telmate has provided bios including experience and qualifications for each of the key personnel for Wayne County. Please refer to *Tab 8: Attachments* for detailed resumes for all key personnel.

Key Personnel for Wayne County

Theresa Crim, Project Manager

Since 2011 Theresa has served as Project Manager on the installation team at Telmate, where she is responsible for performing installation related duties including site previews, creating scope of work for facility staff and install team, and managing and monitoring all steps of installation process for more than 45 projects across the country. She trains facility staff to use our system, leads inmate training on Telmate equipment and policies, and supports Friends and Family in the Lobby during the installation and beyond if needed.

Mike Boyer, Installation Lead

Director of Installation, Mike Boyer's extensive experience as a director of operations and installations positions him as an ideal candidate to oversee a smooth, efficient transition of service for your facility. He has served in this role at Telmate since 2003, and is an expert at how to run a successful installation. Mike is a leader in the field of inmate technology installation at correctional facilities of all types, including new builds, large facilities, and aging structures. He is a strategic and creative project manager and optimizes teams to stay on schedule even when faced with challenges. Mike has completed successful installations at multiple facilities across the country. He performed management of 14 site installations for the Oregon DOC transition. The success of this project earned Telmate the **ODOC 2013 Contractor of the Year** award. His focus is always on finding ways to make installations go more smoothly and efficiently. On a daily basis, Mike manages and organizes facility installs, site previews, and orders equipment. He also manages on site installations, hardware manufacturing, and is responsible for ongoing quality and service at Telmate accounts.

Darren Wallace, VP of Business Development

With more than 15 years of experience in the communications sphere, Darren has honed his expert skills in technically-centered sales, business development, and information technology. Darren is a relationship builder and a strong public speaker and leader. He works to meet a client's overall needs, and his passion lies in uncovering unspoken needs and working with Telmate teams to meet those needs. Darren is a Sales and Business operations professional with a diverse background and a consistent focus: the customer. His primary objective is to create solutions and establish effective, trustworthy relationships with clients. **In 2013, Darren was**

named as part of the Telmate team receiving the Contractor Award of the Year from the Oregon Department of Corrections.

Sheriff Rob Gordon, Director of Account Management

With 36 years of law enforcement experience, (retired) Sheriff Rob Gordon has a thorough understanding of what is important to law enforcement agencies and professionally managed jails. Rob's unique background in law enforcement allows him to connect directly to the concerns of Telmate clients and seek new ways to serve them. Since 2013, he has worked to provide an excellent experience for Telmate clients. As our Director of Account Management, he is responsible for the oversight of Telmate's Account Managers, who provide service to over 200 jails and prisons. In all of his work, Rob focuses on educating Account Managers on the concerns that clients face daily, and helping Account Managers to anticipate needs before they arise. Rob is a board member with the Pacific Northwest Chaplain's Association (a group that trains chaplains for law enforcement agencies) and with Accounting Aid For Fraud Victims (a non-profit group that assists law enforcement with forensic accounting examinations – primarily elder abuse cases). He remains active with the Oregon State Sheriff's Association, volunteering to assist with their Command College and other functions. Rob was selected as the Oregon Jail Manager of the Year in 1998 and 2001, and was twice named Oregon's Sheriff of the Year.

Kelly O'Neil, Senior Account Manager

Kelly serves as the Senior Account Manager for Telmate. He has been with Telmate since 2008. His duties include overseeing management of all Telmate accounts, assisting account managers on inmate telephone system training, and SNAP training. Kelly supports facility operations for jails and correctional facilities that work with Telmate. He also manages and expands relationships with all levels of the facility, their vendors, and Telmate stakeholders. He provides ongoing communication and training support to ensure customer knowledge of and proficiency with system features. Kelly functions as the first point of escalation, the customer advocate, and liaison. He also provides support for the account managers in building close business relationships and quick resolution of technical issues. Above all, Kelly focuses on building strong relationships and providing world-class service. Kelly has significant experience with management of DOC contracts and account management with large accounts, including Montana and Oregon DOCs.

Julio Alvarez, Account Manager

Telmate Regional Account Manager Julio Alvarez has worked at Telmate for 5 years, beginning in an entry-level position and working his way up based on his expertise and excellence of work. He worked for Telmate as a technician in a facility in Lake County, Indiana for 2 years before being promoted to the position of Regional Account Manager for the states of Indiana, Wisconsin, Michigan, Illinois, Missouri, and Arizona. As an Account Manager he makes sure to

visit his accounts several times a year to make sure our products meet our customers' expectations, as well as to submit and follow through with any requests they may have.

Justin Tidwell, Support and Maintenance
Justin oversees the achievement and maintenance of agreed customer service levels and standards, monitors the daily operations of the facility service team, prioritizes and delegates work tasks to ensure proper functioning of the department, ensures the necessary resources and tools are available for quality customer service delivery, monitors reports and database information.

(5) Describe protocol to receive and respond to customer complaints.

Telmate Response: Telmate has read, understands and will comply.

Telmate offers facility staff, friends, and family with a customer-support number that is always answered by a live U.S.-based operator 24 hours a day, 365 days a year. Customers may also email fsr@intelmate.com and get a response within 2 hours. In addition, Telmate has extensive escalation procedures described below. If an issue requires further action, Telmate's system features a built-in trouble ticket system, which means facility staff can monitor the status of a ticket from start to finish.

Telmate provides inmates with an easy-to-use telephone support service from directly inside their own housing pod. Each Telmate Phone has a quick guide of instructions posted next to it. Telmate staff train inmates in each pod on the day of live operation. Finally, inmates can always dial 211# for the Telmate Automated Service line where they can leave a message and receive a pre-recorded answer. Telmate provides inmates with a secured voicemail system that allows them to report issues directly to customer service.

Telmate representatives monitor all inmate voicemail requests and resolve the issues the same day they are reported, often within minutes of the voicemail message. Telmate's secured voicemail system also allows customer service representatives to leave prerecorded voicemail responses for the inmate informing them of the resolution of their issue (i.e., You have been credited with one free call to 999-999- 9999).

Telmate Escalation Procedures

In case of a significant system failure, Telmate will dispatch a local technician to the facility within two hours of the call, 24/7/365, according to a strict preventative maintenance schedule (see below). In case of a minor problem, service is available within 24 hours from request, and inoperable equipment will be replaced within 48 hours.

TELMATE ESCALATION MATRIX				
Severity Level	Description	Initial Response Time	On-Site Response Time	Resolution Time
Level 1	Repair request: A critical system issue affecting greater than 50% of the inmate phones Resolution: Call from Telmate management	Less than 1 hour	2 hours (post-initial response)	12 hours
Level 2	Repair request: A major issue or affecting greater than 25% but less than 50% of inmate phones Resolution: Call from Account Manager	2 hours	4 hours	24 hours
Level 3	Repair request: A controllable system issue and/or affecting greater than 5% but less than 25% of the inmate telephones Resolution: Call from Account Manager	2 hours	4 hours	36 hours
Level 4	Repair request: A non-critical system issue and/or affecting 5% or less of the inmate phones Resolution: Final status update	2 hours	4 hours or as mutually agreed upon with the facility	48 hours or as mutually agreed upon with the facility

b) Network Infrastructure and Management:

(1) State your local, IntraLATA, and long distance network used for the system and proposed resolution of network issues.

Telmate Response: Telmate has read, understands and will comply.

Telmate's inmate telephone system and video visitation solution operate on Telmate's private network, connecting by way of a data line that Telmate will install and pay for. The WCSO network will not be affected or accessed in any way.

Centralized Platform: Telmate's centralized and unified platform is accessible from any system that can securely connect to the Internet. Since Telmate's ITS is on a centralized platform, any and all ITS information is immediately available to County staff no matter their location. This allows Telmate to support and manage the ITS with no County intervention. Telmate can ensure the system is running smoothly, and rapidly deploy system enhancements so the County will never have to wait for a system upgrade. With Telmate, there is no need for a technician to physically visit a facility for software or server upgrades because the upgrades are remote.

Decentralized network: Telmate's network however is highly decentralized, with minimal hardware located on-site. Our system processes and stores call recordings off-site at our geographically separated data centers. Our decentralized network architecture enables us to remotely deploy software updates from our San Francisco office, meaning the County will always be running the latest version of our software, removing the headaches of outdated versions, incompatibilities, and other problems.

Less Onsite Equipment: Telmate requires less onsite equipment at each facility than most other solutions, which means our hardware typically requires far less power and space than other inmate phone solutions. Because all equipment installed is modular, any component can be quickly replaced without the timely delays associated with troubleshooting traditional telecommunication products and the failure of any component will affect only a small group of phones. Thus, failures will rarely affect the entire facility.

Network Requirements: Telmate's inmate telephone system operates on Telmate's private network, connecting by way of a data line that Telmate will install and pay for. The County's network will not be affected in any way.

Network Connectivity: Telmate features continuously running diagnostics, checking both hardware and software for potential points of failure, multiple times per minute. Telmate uses an enterprise-class distributed monitoring system to monitor all server hardware, software services and customer end-points.

c) Work plan and Timeline:

(1) Submit a detailed work plan.

Telmate Response: Telmate has read, understands and will comply.

Telmate 60-Day Implementation Plan

The Telmate ITS/VVS solution requires minimal onsite hardware, and our centralized call processing means that all of the most complex equipment and software is already installed, maintained, and backed up at our distributed redundant data centers. This makes our onsite installation quick and efficient. Telmate will coordinate with the appointed WCSO project administrator and the conversion will take place during times when the Inmate telephone and VVS service will not be disrupted.

Generally, our recommended installation times are between 8:00AM and 8:00PM, but we can install hardware whenever is most convenient for WCSO staff. Telmate understands that the designated WCSO staff will provide access and escort services for Telmate employees during the conversion and installation process. Telmate recommends transitioning phones one-at-a-time and coordinating training to occur on or close to the changeover to Telmate.

The entire conversion process should take no more than 6 weeks from the day Telmate receives a signed contract, however this timeline may be expedited or slowed down if desired by the WCSO. The biggest impediment to a speedy installation is the installation of an Internet data line, which can take the local carrier between 3-6 weeks. Once the data line is installed, installation of all phones and system configuration should take no more than a week.

Free Phone Calls During Transition

Telmate will provide all inmates with free, 5-minute phone calls on the day of transition. We do this to reduce the first day burden on staff, and allow inmates to familiarize themselves with the new phone system.

Transition Plan Checklist

Telmate's Sample Transition Completion Checklist. Your Telmate project manager will work with the WCSO to customize the Transition Completion Checklist so that it reflects all requirements for a successful changeover in providers.

Approved	Initials	Item
		Inmate Integration: Assure inmates booked and released in JMS are updated in Telmate
		Recordings: Perform sample testing and quantitative comparisons of ITS system to ensure that any data integration information is accurate and complete via record counts, and sample testing

		Call Quality: Tone, test and verify integrity of all phone and data lines
		Call Load Test: Run proprietary testing algorithms to verify onsite and offsite equipment meets or exceeds specifications
		Trust Integration: Assure 411 transfers and deposits process and reflect in trust software
		Inmate Phone Test: Manually test all phones for sound quality, volume and voice biometrics
		Video Visit Station Test: Manually test Telmate Inmate Stations for screen calibration, sound quality, volume, base and camera
		Backup Power Test: Test UPS backup
		Kiosks: Perform latency testing to ensure all kiosks are performing to specification. Test deposits, assure they show up in user interface
		Fail over testing: Perform load and latency testing to ensure that adequate bandwidth has been provisioned
		Training: Verify staff and administrative training via testing and certification
		Facility Approval: Obtain sign off from facility staff on all deliverables and checklists
		Monitoring: Telmate will perform continuous ongoing monitoring of phone stations, data lines, and call quality through the life of the contract
		Accounting: Produce and commission and auditing reports in a manner and consistent with requirements of the WCSO's finance department. Receive confirmation of acceptance from finance department. Assure correct facility banking information is recorded
		Alarms: Ensure PREA Alarms and Crime Tip Alarms are set up correctly

Facility: _____

Certification Signature: _____ Date: _____

Telmate Installation Plan

Our installations typically proceed in three phases:

Investigation	Facility Installations	Acceptance Testing
Contract ➢ Receipt by Telmate of signed contract **Planning** ➢ Meet with WCSO personnel to determine payment kiosk placement ➢ Meet with IT department to review wiring requirements ➢ Define specific reporting requirements for departments ➢ Establish timing and personnel for training ➢ Meet with appropriate departments to establish an agreed escalation process ➢ Physical site survey of all phone/VVS locations **Order Hardware** ➢ Acquire equipment from manufacturers ➢ Provision data circuits and lines	**Configure Software** ➢ Enter blocked numbers ➢ Enter calling rules ➢ Enter rate information **Install Hardware** ➢ Install all back office equipment ➢ Install kiosks ➢ Verify data lines/UPS ➢ Install phones and VVS stations one at a time ➢ Verify phones and VVS stations are working ➢ Clean up site & clean phones and VVS stations **Training/Documentation** ➢ Provide onsite training ➢ Provide documentation ➢ Provide network diagrams **Ease Transition** ➢ Provide free calls to every inmate ➢ Provide second free call to any inmate cut off during transition	**Verification** ➢ will verify that installation is working ➢ WCSO will verify that training is satisfactory ➢ WCSO will verify that Telmate adequately meets ITS/VVS needs **Follow Up Documentation** ➢ Telmate to provide WCSO with MPS and VPN Wide Area Network diagrams

Telmate's solution will be configured, installed, tested, and made operational within 60 days of official bid award notification.

Telmate's 60-Day Installation Outline

Below is a sample Telmate timeline from signed contract to training over 60 days:

Day 1	Executed contract signed and received
Day 2	Review RFP Response Review of contract and final facility options selected Contact facility to identify facility contacts, phone numbers and email Determine shipping information and storage Review site survey Verify demarc and address Bill of Materials (BOM)
Day 3	BOM organized by supplier and individually ordered Data lines ordered (up to 37-day duration)
Day 4	Select project managers Select install teams Tentatively calendar and determine holiday conflicts and/or facility conflicts and travel arrangements
Day 5	Contact facility, calendar final adjustments and install dates, advise status update (14 days)
Day 14	Verify and confirm ship date for each BOM ordered
Day 38	Contact facility with update
Day 40	"Gen" centralized facility configuration and test off-line
Day 55	Verify data line received, dispatch technician to confirm line and capacity
Day 56	Install team arrives at site, verifies equipment shipped and ready and stage for install, final site walk, identify install stages and time of day
Day 57	Hang instruction sheets, begin install, cut station sets, test to Telmate Call Center, allow detainee access and free calls
Day 58	Staff orientation
Day 59	Final inspection and acceptance
Day 60	WCSO staff training

(2) Submit a proposed timeline, preferably in Gantt format.

Telmate Response: Telmate has read, understands and will comply.

Please refer to *Tab 8: Attachments* for our proposed timeline.

d) Technical Solution:

(1) Describe how the proposed system can meet or exceed all of the minimum system requirements as listed in Section 3 – Specifications and Scope of Work.

Telmate Response: Telmate has read, understands and will comply.

Telmate has provided responses to all minimum system requirements as listed in Section 3 - Specifications and Scope of Work. Please see our response to b. Experience, Qualifications and Customer Service, #1 in Tab 6: Submittal Requirements Specific to Evaluation Criteria, for a detailed response to all minimum qualifications, and see below for our responses to all additional requirements listed in the Scope of Work.

5) SCOPE OF SERVICES: The successful Proposer shall provide and support an inmate telephone and video visitation system. All Proposers must be able to provide training programs for County/Commissary personnel in the use of proposed equipment and related software. Proposers must also provide a series of management reports, either printed, ASCII formatted, or in real time through a browser interface for County management. The County is interested in proposals which include open architecture systems and software in the implementation and operation.

Telmate Response: Telmate has read, understands and will comply.

Telmate is a qualified organization providing turnkey Inmate telephone services, tablet programs, and inmate video visitation systems. We are ready to provide these services to all WCSO facilities, both current and planned. Telmate's system is completely turnkey and includes all telephone service, and associated hardware, software, features, integration services, and equipment 'out-of-the-box' at no cost to the WCSO. Please see the Attachments Tab of this proposal for our Hardware Specifications document.

Inmate Phones

Telmate installs only the highest quality phones available. All of our phones are designed specifically for correctional institutions and encased in high security, 14-gauge stainless steel. The armored keypads are constructed of heavy chrome metal and the handsets use armored cord with steel lanyards and heavy 14-gauge steel retainers. The phones contain no removable

parts and are designed and installed in a way that prevents safety hazards to users, and minimizes vandalism and destruction of property.

Phones are well secured to walls and inmates cannot remove them. Telmate also provides phones mounted on roll-carts for portable use. All phones are purchased, installed and maintained by Telmate. All inmate telephones have adjustable volume control and echo cancellation handsets that are specifically designed to minimize side tones and background noise. Our system also supports all the same features on hands-free speaker-phones that are available on regular inmate phones. Braille keypads (for the visually impaired) can also be provided as needed by the facility. Telmate has many years of experience providing public phone service for physically impaired users and will work with the facility to ensure that all needs of physically impaired inmates are met.

Telmate's Video Visitation System

Telmate's Video Visitation Solution runs on the same platform as the ITS system, and utilizes the same features and functionality. Our VVS solution allows users the ability to schedule visits, respond/reject requests, suggest visit times, and more all without directly communicating with the inmate.

Telmate's visitation scheduler will automatically notify the user via email when a visit is scheduled or canceled. The county can define the length of visitations, with a standard minimum visitation length of 15 minutes. Maximum visitation length can be programmable facility-wide, by housing unit, individual station or group of stations, or by inmate. All configurations can be over-ridden by authorized personnel. Video Visitation sessions display the remaining time for a visit on-screen.

Telmate automatically records ALL non-privileged video visitation sessions. Telmate will store all recorded video visitations online, just as we do with phone calls. Telmate's Video Visitation solution includes Detail of Video control option capabilities, and investigators can easily retrieve video recordings online from the Video Records search screen via Telmate Command. A visit can be located by Inmate name, Visitor name or date, Station, and time of visit, and reports can be run based on these criteria. Facility staff can play selected videos by clicking on the Video button. Hovering over the Video button displays the visit ID number for quick visit verification.

With Telmate, video visitation can be scheduled by a visitor, an inmate, or by the TCSO. Telmate's visitation management portal takes the stress out of what used to be a tiresome task of manually coordinating hundreds of inmate visitation schedules, including face-to-face, remote, and onsite video visits. Our system automates the process and frees up staff to focus on more important matters.

Inmate visitation management is included in our full services offering at no cost to the facility. The following response details how each of these parties sets up a visit on the Telmate VVS

solution. The screenshots included are from our current offering. Telmate is always striving to offer the most technologically advanced VVS solution, and is currently upgrading these features, including face-to-face, remote, and facility video visits.

Monitoring & Recording

Telmate's system maintains all call recordings online. Recordings are accessible instantly and are available on demand at anytime. Telmate's system automatically monitors and records every nonprivileged call, providing the option to monitor live or listen to previously recorded calls. In the Telmate system:

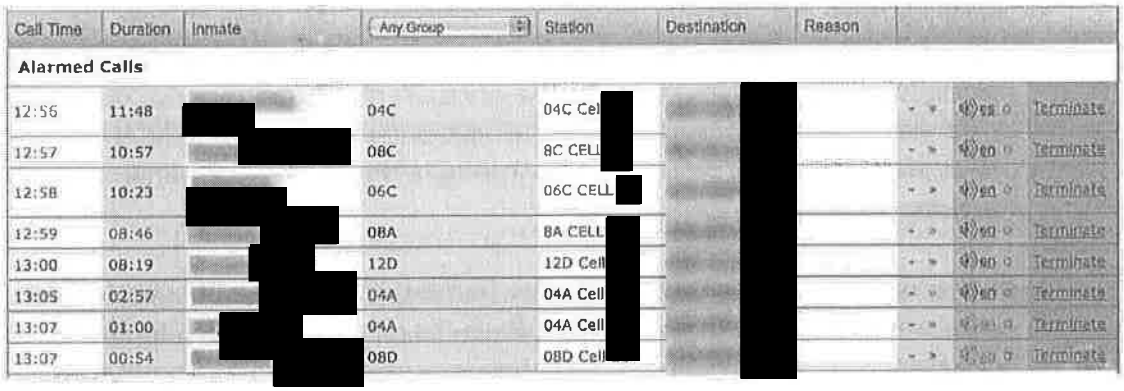
- Unauthorized call attempts are flagged, archived, and alert reports are generated based upon the needs of the Authority.
- Authorized users can selectively monitor call activity in real time and initiate appropriate action as necessary.
- The system retrieves and generates inmate unauthorized call activity logs for specified Periods.

Telmate records and can flag every outgoing call, whether to a cell phone, landline, or VoIP call. The Telmate system was not converted from a traditional telephone system or transitioned from an on-site solution to a centralized system. Telmate was built by a single team from the ground up as a centralized, VoIP-based system with all the advantages that come with this modern architecture. Using Telmate Command Center, any phone call is instantly retrievable for download.

Alarms and Call Alerts

Telmate's system allows for automated alarm notifications and call alerts. Investigators can add an alarm for a specific number, a specific inmate, or a specific device. They may even assign an investigator to specific destination numbers or specific inmate and have them immediately patched in via their PINs. Investigators are sent an email and/or text message notifying them when an alarm is triggered. Investigators can monitor, or even terminate, a live call via their cell phone, with no distance barriers to the retrieval process. The connection is completely silent and will not be detected by callers. Alarms and alerts may also be simply flagged within the software, and may be set to trigger an email.

They can also be connected in real-time to live phone calls. Phone numbers and/or inmates to be alarmed and monitored can be automatically uploaded or manually entered. To be connected with a live call from their cell phone, investigators must input their pre-assigned 4-digit PIN number. This prevents others from monitoring calls for which they are not granted access.



Call-Recording Storage and Instant Access

Telmate will store all call information for as long as the Authority needs them. All call recordings marked "recordable" are automatically stored in the ITS. Recordings are accessible instantly and are available on demand at anytime.

Telmate's copying/burning process is built into our ITS. We employ a shopping cart feature for downloading recordings to disc, with no file size limits on downloads. Facility staff may select any number of call recordings in the cart and select download, whether they have listened to the recordings or not. This generates a single zip file that contains all the desired audio files in the specified format, along with a PDF containing detailed information about the included audio files. Staff are then asked to select the recording quality, with various file format options such as .WAV or MP3, and whether they would like to download a single zip file containing all recordings (and associated call data) or email a one-time link to the recordings to another investigator or an attorney . These downloaded files can be played using Windows Media Player, iTunes and numerous other players. Audio files can also be stored to CD/ DVD, thumb drive, hard drive, or emailed from your own email account. Recordings may be emailed to outside investigators using WAV. or MP3 file formats and include chain of custody information in an unalterable PDF. Each audio filename contains the name of the inmate, the number that was called, and the date/time when the call took place.

The Telmate Training Program

A great ITS/VVS solution is nothing unless key staff and investigators know how to use it and how to get the most out of it. As a core extension of Telmate's mission to provide the best customer service and satisfaction, it is our mission to ensure that WCSO staff are trained from launch and implementation through day-to-day operations. Below is a list of core training-related items and initiatives:

- Implementation and ongoing training are provided to the client for the life of the contract. Telmate will provide complete launch, implementation and ongoing product training to new and existing WCSO staff covering all ITS and VVS features. As requested by the client, initial staff training will be completed the week prior to the system going live. In addition, we will provide on-site training to the client's staff within 24 hours of the system going live.

- On-site administrator or technician at the facilities on the day of implementation as requested by the client, Telmate will coordinate the presence of an on-site administrator or technician at the facilities on the day of implementation to place test calls and ensure the system is functioning properly, as well as provide training for all facility staff as deemed necessary by the WCSO.

- Types of training: Onsite and via the internet/web. Telmate's training will include, but not be limited to, onsite training sessions, online training sessions via the internet/web, and web-based support resources and videos available to staff on demand.

- Acknowledged and verified training: All participating WCSO staff and Telmate trainers must complete and sign a training acknowledgement form. This training acknowledgement form will be provided by the WCSO.

- Training resources: Telmate will provide training manuals to the client's staff at all training meetings that will become the client's property. Telmate will also provide full documentation for all of the ITS features and functionalities, and as requested by the WCSO, Telmate will provide informational pamphlets to inmates describing applicable features and functionalities of the ITS and VVS solution.

- Product upgrades training: As product upgrades are rolled out, training courses will be offered through online instructor-led courses, twice a month throughout the year. Telmate's ongoing training ensure that WCSO staff always keep pace with current and newly released features and make the most of your system.

Telmate Trainers and Resources

Experienced Telmate employees will be the client trainers to conduct all training through on-site, one-on-one, group classroom training sessions, and online instructor-led classes. Telmate delivers standard training using both hands-on experience with your data, and using instructor demonstrations to ensure each trainee understands all ITS concepts. Training is job specific to make the most of the staff's time and can be provided during multiple shifts to ensure full coverage of the facility.

Telmate training programs coupled with our easy-to-understand system interface, documentation and help resources will enable facility staff to use all features the first day of installation. Since products are web-based, after a 2-3 hour training session most officers find it easy to maneuver through the features immediately using our drop down and click box menu capabilities.

In addition to standard training, Telmate will work with the client to customize the online training experience to meet the unique needs of the client staff and facility. We can design and offer specific, customized classes focused on various client agency functions like: creative investigations, optimal live call monitoring, and gaining operational efficiencies through system administration.

ITS and VVS Training Course Modules

Telmate is committed to providing your staff with training that will maximize the potential of the features implemented at your facility. Training courses are in a user-friendly, task-oriented format to teach your officers what they need to know to do their job efficiently. We present courses in separate modules based on the types of duties officers tend to perform using the ITS system, while expressing the unique features of applications.

The following table presents the standard ITS and VVS training course modules and associated learning objectives. Telmate will work hand in hand with the client to design and offer any specific courses or training that support client specific initiatives or functions.

Course Module	Objective
Getting Started	• Logging in • Navigating through the features • Managing your password • Contacting technical support for service calls
User Administration Details	• Creating and changing user accounts • Defining a user's role and granting access permission • Resetting a user's password • Deactivating and/or deleting users • Running user management reports
Inmate Administration Activities	• Adding and changing inmate phone accounts • Deactivating inmate phone accounts • Setting up the phones to meet your requirements • Setting up VVS to meet your requirements • Using administrative reports

Monitoring Activities	• Reviewing Call Detail Records (CDRs) • Monitoring live calls • Listening to recorded calls • Monitoring live video visits • Listening to video visits • Using monitoring reports • Saving calls and visits and burning to CD
Investigation Activities	• Using CDRs for investigations • Recognizing trends in inmate activity • Using other investigative tools to collect information for evidence • Digging into the details
Super User Activities	• Learning time-saving tips and tricks • Discussing actual facility situations and turning evidence into intelligence • Troubleshooting for operational and maintenance staff to minimize unnecessary service calls

Telmate will provide a curriculum specific to the WCSO that can be used initially, and throughout the term of the agreement, to ensure we provide training in the manner and on the features most important to the client.

Training for Friends & Family

Telmate also provides training for the friends and family of inmates to ensure that they are comfortable with the procedures for setting up an account on gettingout.com, funding an inmate account, setting up a video visit, and similar pertinent services. Typically we provide this training in your facility lobby as part of the installation process. This ensures that friends and family know how to use the system from day one. We also provide marketing materials for friends and family that you can make available to them at your facility.

Our staff will remain onsite after go-live to work with friends and family in the lobby, so that we can train them on how to use our products, we will also show your staff resources on the lobby kiosk they can point friends and family to in order for them to "self-help".

Training for Inmates

Our staff will train inmates in their housing units on how to use all of the technology, how to get tutorials, how to use our automated inmate customer service and how to use all the features and functionality that is allowed by your facilities.

Telmate Reports

Telmate's reporting system works seamlessly with our unified platform to generate custom reports on every aspect of inmate communications, including calls, visits, deposits, relationships, billing and more. With Telmate Reports, system activity is just a click away, ensuring staff and investigators are fully informed with up-to-date usage information for calls and video visits.

Standard reporting options include:

- Call Details
- Call Notes
- Top Called Numbers
- Shared Numbers (by more than 1 inmate)
- Multiple Inmate Destinations
- Top Phones / trunks
- Top Inmate Pins
- Call summary by Day
- Call summary by Week
- Call summary by Month
- Call summary by Year
- Call report by Category

Telmate can provide the County with customized reports as needed. We also can also provide investigator reports as part of our Telmate Investigator tool. Telmate reports can be downloaded as CSV, Excel, ASCII, HTML, or PDF files, and printed, attached or incorporated into email. Please refer to *Tab 8: Attachments* for a Telmate Sample Report.

Telmate's Open Architecture Systems and Software

Telmate's ITS/VVS solution is entirely web-based and utilizes modern open-source technology platforms to help prevent early obsolescence. This allows our software to be continually updated without being inherently dependent on proprietary software. Telmate's calling platform architecture was built from the ground up, and does not rely on a legacy system, like those used by other ITS providers. Telmate utilizes an all-digital VoIP network for transmission of calls. This offers enhanced call clarity and connection. Telmate is the leader in developing innovative technology solutions for inmate communications, and is committed to supporting your facility well into the 21st century.

6) SPECIFICATIONS: The inmate telephone system should be a fully integrated turnkey system that provides all necessary voice prompts for placing collect and/or debit calls and full-channel

recording and monitoring. The system features must include automated operator system, custom announcements and multilingual voice prompts, full service personal identification numbers, and full service personal allowed numbers. Vendor is responsible for full call blocking, alarms and alters generation, three-way call detection and fraud protection, debit and collect calling, commissary integration, standard and customized reporting, voice overlay, system maintenance and support, full-channel monitoring and recording, and system security and time restrictions. Proposers should specify kiosk options they have available for the public and for inmates. The administrative software must be browser-based. The County is also interested in voice and word recognition software that allows conversation monitoring and alerts for predetermined "buzz" words and phrases.

Telmate Response: Telmate has read, understands and will comply.

Turnkey Solution

Telmate is a qualified organization providing turnkey Inmate telephone services, tablet programs, and Inmate video visitation systems. We are ready to provide these services to all WCSO facilities, both current and planned. Telmate's system is completely turnkey and includes all telephone service, and associated hardware, software, features, integration services, and equipment 'out-of-the-box' at no cost to the WCSO.

PINs, Voice Biometrics, and Voice Prompts

PINs: Telmate uses both PIN and voice biometrics for inmate verification prior to placing a call. PINs can be configured to automatically generate numbers for inmates, or use existing unique numbers, such as a booking or JMS number.

Voice Biometrics: Telmate's Voice Biometric Technology captures specific physical characteristics of the inmate's voice and uses those characteristics for inmate identification. Our voice biometric system uses a real-time voiceprint to verify that the caller matches the owner of the PIN being used. This allows us to verify the identity of the person prior to a phone call being placed, which eliminates the ability of an inmate to place a call using a stolen PIN. All adult inmates are required to enroll their voiceprint the first time they use the phone system.

Telmate's voice biometric authentication is an optional feature, but all of Telmate's 300 installed facilities are currently using it.

The ITS permits outgoing calls only. No access to direct-dialed or operator-handled services are allowed. Below is a sample outline of how an inmate places a call:

Voice Prompts: For an Inmate to place a call, first they must proceed through pre-call recorded voice prompts:

- Select a language (each language option is listed in the matching language i.e. "Press 1 for English; Para Español Marque Dos")
- Enter PIN (which can be randomly assigned or any unique number from your JMS)
- State your name (for voice biometrics voiceprint comparison)

Telmate also provides visual placards, in English and Spanish, next to inmate telephones with calling instructions.

Custom Announcements (IVR)

Telmate's inmate Interactive Voice Response (IVR) service is available for Friends & Family to access inmate information anytime. Telmate designed its iIVR platform from the ground up, ensuring perfect compatibility with our entire calling platform.

The Telmate public IVR answers the majority of public frequently asked questions without burdening staff with the need to repetitively provide information or attempt to get specific inmate status updates. Telmate estimates that 80% or more of your public inquiries can be answered with Telmate's advanced IVR, with the added benefit of handling many concurrent calls, in both English and Spanish, 24 hours a day, 365 days a year.

For your facility, Telmate will provide a toll free number, available 24/7 that will provide bilingual information on the following:

Real-Time Inmate Information

- Inmate Charge Information
- Bail/Bond Information
- Court Appearance Date/Time
- Anticipated Release Date
- Deposit Prepaid Funds
- JMS Related Information*

Pre-Recorded Information

- Facility Address/Directions
- Visiting Hours
- Direct Dial Transfers to Booking, Property, Medical, etc.
- Facility Rules
- Parking Information

➢ Other Facility Relations Information

* Telmate's IVR retrieves information directly from your inmate information system (JMS). Information provided is capable of providing any information that is available from your JMS.

Automated Messages for Outgoing Inmate Calls

The following is a list of recorded outgoing messages that state the reasons for an inmate not completing a call. This list is the same for all Telmate facilities. The WCSO may request a modification but since the change will affect other accounts, Telmate reserves the right to modify/ revise the request.

account_error	We cannot access your account, please try again later.
adv-cc-attempt	We can take your credit or debit card information over the phone and connect you immediately back to your call.
adv-cc-conf	Press 1 if you have a credit or debit card, otherwise press 2 to block all future calls for credit or debit card.
adv-cc-needs	We'll need your card number, expiration date, zip code, and security code on the back of you card.
adv-prepaid1	The phone number you've entered does not accept collect calls.
adv-prepaid1-1	There is a limit of collect calls that can be billed to a phone number. The number you dialed has reached the limit. You must purchase prepaid.
adv-prepaid3-1	You have already made 1 free call to this phone number. if you wish to speak with this person, you must purchase a prepaid calling card or have your friend or family member setup a prepaid account for you.
advend-imate-cash	The person you called wants to continue talking, but will have to buy time at the facility. Please try calling them later.
ani-reject	The number you entered is invalid.
auth-incorrect	Password incorrect! Please enter your password followed by the pound key.
block-0	Your call has been disconnected goodbye.
block-1	You PIN number was not accepted, goodbye.
block-2	You have no access to this phone. Goodbye.

block-3	This phone is currently disabled. Goodbye.
block-3-prea	This phone is currently disabled, press 9 to report a PREA incident.
block-4	Your PIN number has been suspended. Goodbye.
block-5	You have exceeded the maximum number of allowable calls. Goodbye.
block-6	This phone number is not in your allowed call list and you cannot add any more new numbers.
block-7	Your call was not accepted. Goodbye.
block-8	You are blocked from calling this number. Goodbye.
block-9	Your call was not answered please try again later.
block-vmail	Sorry, your call was answered by a voice mail system, please try again later.
collect_calls_30days_exceed	You have exceeded the collect calls allowed to this number in 30 days.
collect_calls_today_exceed	You have exceeded the number of collect calls to this number today.
cs-nocollect2	The number you are calling does not allow collect calls, please have the called party call their local telephone company to allow for collect calls or open up a prepaid account.
csr-tv-failed-inm	The party you have called needs help from a TELMATE operator. Please wait 30 minutes and try your call again.
csr_ivr_prepaid_press1_3_4_0	Press one to purchase prepaid, press three to check your prepaid balance, press four to leave an inmate voicemail, press zero for customer service.
ivm-30	You have exceeded the allowable minutes for collect calls this month, you must purchase prepaid.
ivm-31	Sorry the caller was disconnected, no minutes or charges will occur.
ivm-adv-prepay	Number you tried to reach as advanced prepaid call has been called this month by a different inmate.
ivm-fine	A fine must be paid by the receiving party to remove the block for 3 way calling.

ivm-funds	There are no funds left on your general account.
ivm-gen	You may use your general prepaid funds to call any number.
ivm-ldcarr	We found a problem with the number you are trying to call and reported it to our long distance carrier.
ivm-noansw	Your call was completed correctly, however the receiving party did not answer.
ivm-prepaid	There is not a prepaid account set up for phone number.
no-avail-lines	There are no outside lines available at this time please hang up and try your call again later.
pinlock-error	The PIN number you entered is already locked to another location.
pinlock-expire	You must wait for this PIN lock to expire before you can make any calls.
prepaid-insuff	Your current inmate balance is insufficient to make this call.
rec-playback	You recorded...
times-up	You have exceeded the allowable time for this call, goodbye.

PINS

Each inmate receives a PIN and must also record a biometric voice print of their name. Both PIN and voice print identification are required for access to the phone system. Telmate has several seamless methods for distribution of PINs, none of which require County time. The software can collect inmate information from your JMS/OMS system and use any existing unique number as a PIN (like a booking number), or PINs can be generated automatically.

The inmate's unique PIN is created and sent to a dedicated printer for placement on a non-weaponizable card that contains the inmate's name, PIN number, and information explaining how to enroll in the Telmate biometric solution and how to use the new ITS. Telmate can customize the cards to meet any needs that your facilities may have.

PIN integrity is maintained through the platform's Voice Biometric Solution, which prevents the use of stolen PINs for fraud attempts. The County may select to use any unique number from the JMS as a PIN number, or Telmate can be configured to automatically assign a random (and unique) PIN number. There is no minimum or maximum length requirement for PIN numbers, so long as they are unique. Inmate access to the telephone system is governed by their PIN.

PANs

Telmate has a comprehensive PAN offering. Telmate has two methods for assigning PAN numbers for inmates, neither option requires CLIENT staff time.

Option 1: Traditional PAN: When an inmate dials a new number, the system verifies the number against the facility's blocked number list. If the number is not blocked, the ITS automatically assigns the phone number to their PIN account/PAN list. This is the option most often used, and allows inmates the greatest access to phone numbers while providing the facility with a complete list of everyone they have called. This solution allows for easy blocking of numbers and assigning call restrictions. There is no limit to the number of phone numbers that may be stored, for each inmate PAN list.

Option 2: Automated PAN: With called party identification, Telmate has designed a patent pending process to automate the adding of PAN numbers to an inmate's account. Telmate's unique system is very user friendly, allowing for timely and efficient PAN additions to an inmate's allowed call list, thereby greatly increase the ease and number of people the inmate can call.

The automated process positively verifies the identity of the called party who sets up a PAN account. The inmate verifies his or her identity using our Telmate Voice Biometric Solution and then enters the phone number that he or she wishes to connect with. If the phone number is not already on the inmates allowed call list, the system confirms the number is not a blocked (a Victim, admin blocked or NCO number, etc.). If the number is not blocked, the system dials the entered number.

The called party will then hear a recording indicating that they have received a free call from an inmate, followed by the name of the inmate, the facility, and a warning that the call may be monitored or recorded. The called party is then instructed to enter 1 to accept the call, 2 to deny the call, and 3 for more options. During the announcements the inmate is placed on hold, (during this time the inmate will hear music) the inmate is isolated so that at no point prior to the acceptance of the call may either party communicate with the other. The inmate keypad is muted. If the call party accepts the call, the automated operator informs the called party that the inmate [Inmate Name] would like to speak to them, but in order to do so they must complete an enrollment process.

During the enrollment process we ask the call recipient unique questions that only they would know the answer to and then we compare these responses against our proprietary database algorithms to positively confirm the identity of the called party. The entire process is performed in real-time. Additionally, the system will take those specific data elements and run them against any "not approved" list or "no contact order" list of the requesting inmate.

If the system approves both the called party and the requested number then the enrolled account can either be immediately connected to the inmate or their account information can be sent to the facility for review and approval. This process eliminates the tedious and time-consuming paper process of facility staff having to manually enroll PAN numbers, eliminating the wait time for both friends & family and inmates.

After the enrollment is completed and approved, the inmate is sent an automated voicemail informing them that an account has been added to their allowed call list to phone number "###-###-####" and that he or she can press 4 to call the number now. All numbers that an inmate attempts to add to their allowed call list are recorded in our database, and can be viewed via Telmate Command. Each entry will show the current status (approved, pending, denied by facility, denied by call recipient, etc.).

Call Blocking

Telmate offers a fully formed call-blocking solution. Our highly flexible rules let WCSO investigators use Telmate Command to block an individual destination number or groups of numbers (wildcards). For example, you can choose to block all 800, 866, 877, 888, or 900 numbers. Facility staff can block a phone number for a specific inmate or for all inmates in a facility. A complete audit trail is maintained for blocked and unblocked numbers. Authorized users can access block numbers from any computer with secured Internet access.

Telmate's customer service team handles most number blocks requested by friends and family. Customer service representatives follow an extensive protocol when processing number blocking requests. This process includes confirming the called party's identity and documenting the request in detail. Alternatively, when a call is placed, the called party will hear a recorded message prior to accepting the call, offering the option to block their number from future calls. Regardless of which method the facility chooses, there is no limit to the number of calls that can be blocked with Telmate.

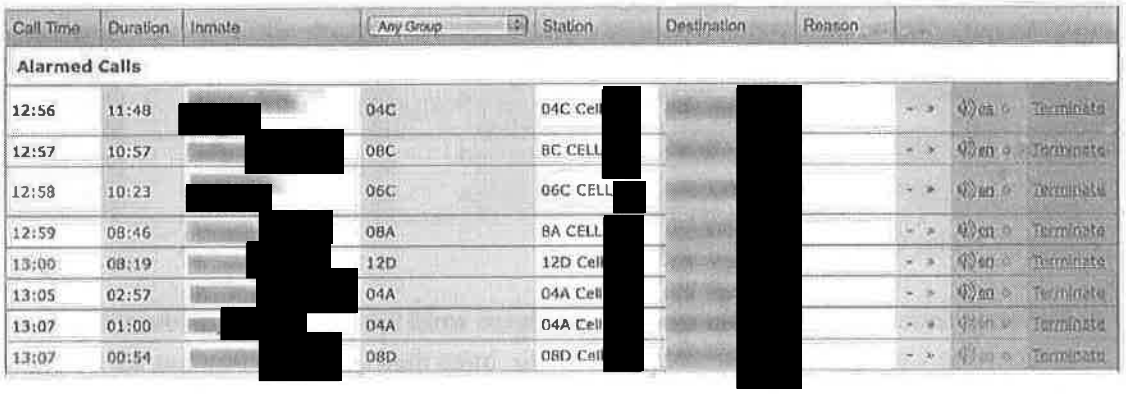
Alarms and Alerts

Telmate's solution features comprehensive alarms and alerts that can be set up so that specific inmates or destination numbers calls can be quickly transferred to WCSO investigators (via their PIN) so they can monitor, or even terminate, a live call via their cell phone. The connection is completely silent and undetectable by callers.

Additionally, Telmate offers automated alarm notifications and call alerts. Investigators can add an alarm for a specific number, inmate, or a specific station. They may even assign an investigator to specific destination numbers or specific inmates. Investigators are sent an email and/or text

message notifying them when an alarm is triggered. They can also be connected in real-time to live phone calls.

Phone numbers and/or inmates to be alarmed and monitored may automatically uploaded or manually entered.



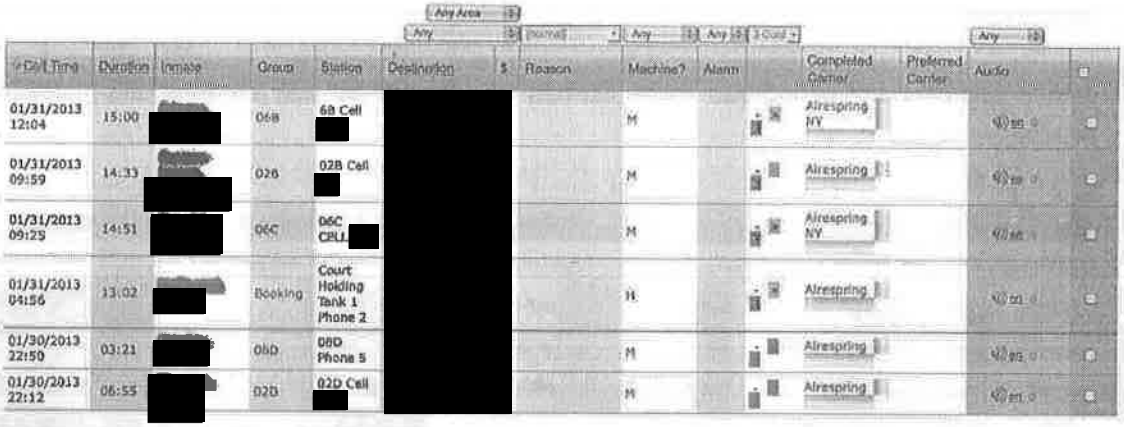
Three-Way Calling and Fraud Protection

Telmate's solution features the most advanced, accurate three-way detection technology in the industry. Telmate employs variable silence, ringing and DTMF detection to monitor three-way-way calling, conference calling and call forwarding to flag calls suspected of three-way-way calling. Using a cell phone makes no difference for Telmate's detection software.

Our system provides the following options to facility staff when a three-way call is detected by our advanced algorithms:

- Immediately disconnect the call and flag it for live review by Telmate's in-house operators
- Warn the inmate and called party, and flag the call for review
- Flag the call for review
- Warn the inmate and called party

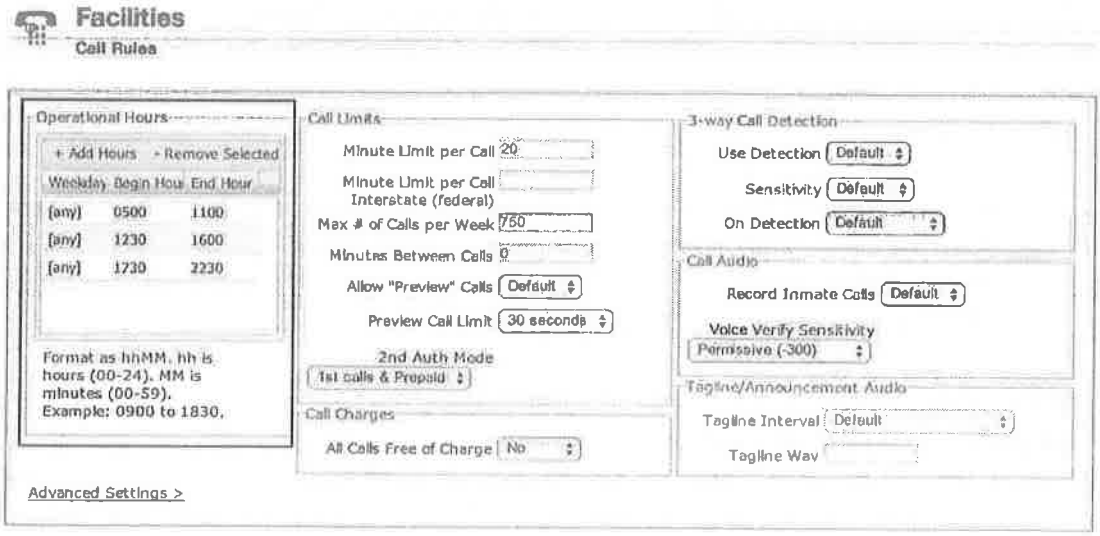
When Telmate's software flags a call as "3-Way Suspected," a Telmate customer service agent independently reviews the call and determines if a three-way-way call was attempted, then changes the call status to either "3-Way Confirmed" or "3-Way Cleared." The same customer service representative adds notes, which include a shortcut to the time-stamp in the call recording where the three-way was confirmed to have occurred. This entire review process takes Telmate customer service an average of five minutes (we constantly monitor this average review time) from the triggering of a software alarm. Telmate's customer service staff are bilingual and comprehensively trained in three-way call review.



Call Time	Duration	Inmate	Group	Station	Destination	$	Reason	Machine?	Alarm	Completed Carrier	Preferred Carrier	Audio
01/31/2013 12:04	15:00	[redacted]	06B	6B Cell [redacted]	[redacted]			M		Airespring NY		
01/31/2013 09:59	14:33	[redacted]	02B	02B Cell [redacted]				M		Airespring		
01/31/2013 09:25	14:51	[redacted]	06C	06C CELL [redacted]				M		Airespring NY		
01/31/2013 04:56	13:02	[redacted]	Booking	Court Holding Tank 1 Phone 2				M		Airespring		
01/30/2013 22:50	03:21	[redacted]	06D	06D Phone 5				M		Airespring		
01/30/2013 22:12	06:55	[redacted]	02D	02D Cell [redacted]				M		Airespring		

Customer Service Confirmed 3-Way Note

Authorized users of Telmate Command can configure what is to be done with detected three-way calls from the Call Rules screen, as shown below. Note that these settings can be implemented globally, at the facility level, for one or more groups of phones, an individual inmate, or a specific destination number. This gives the facility total control, and provides flexibility; the facility may, for example, elect to disallow three-way calling globally, but make exceptions for inmates about whom they are attempting to gather evidence.



3-Way Call Detection Setting

Fraud Protection

All Telmate calls are processed in real-time through an LIDB validation process, then against our fraud controls, which are set at each facility. If the call is collect-call billable and maximum thresholds have not been met, then the call is processed. The bill page is Billing Services Group, or BSG, and their phone number is 210-949-7000. Alternatively, the end user can contact Telmate customer service at 866-516- 0115. Telmate does not begin billing until a call has been positively accepted. Regardless of call type, if a call is declined, no charges will be assessed to either party. Telmate will assume all responsibility for the cost and accuracy of validation.

Debit and Collect Calls

Debit: Telmate's ITS provides an automated telephone system for Inmates to interact with. At no point will an inmate be allowed to speak with a live human. Telmate supports outgoing only telephone services to the following Bill and Call Types: Collect, Prepaid, Debit, local, intraLATA, interLATA, Interstate, and International. Telmate has international calling in all facilities where we have contracts. If the inmate knows the calling code and number, they are able to contact anyone who is not on the "do not call" list.

Collect: With the Telmate system, the inmate dials the destination number (Telmate will verify that the number has not been blocked for the inmate), and if the inmate has a prepaid or debit account, they can use funds from the selected account to complete the call. If the inmate chooses to place a collect call, when the called party answers the phone, they will hear a recording that typically resembles the following:

> *"You are receiving a call from [Inmate Name] at [County Jail] . This call is subject to recording and monitoring except for privileged communications between an attorney and client. Press 1 to accept the call, press 2 to reject the call, or press 3 for more options."*

The called party can hear a description of the calling rates prior to accepting the collect call by pressing 3.

The following two call types (AutoAccept Feature and Telmate QuickConnect) are OPTIONAL, and are available if desired by Wayne County.

AutoAccept Feature

At the County's request, Telmate can provision the ITS with our optional AutoAccept feature.The Auto Accept feature allows a called party to press 1, and positively accept the caller for a predetermined period of time (for example for the next 14 days). This will allow an inmate to call the party and to leave voicemails on the called party's answering machine. This feature has been shown to positively impact phone call completion rates, allows inmates to communicate

on their terms, and allows investigators to review messages left on the called party's answering machine.

Telmate QuickConnect

One-time Credit Card Payment Telmate's QuickConnect™ allows called parties to quickly and easily pay for a single call with a credit card, making it easier than ever for inmates to stay in touch with friends and family. This option also results in more completed calls to friends and family who use prepaid cell phone providers, which would normally result in a blocked call. QuickConnect™ charges the called party for the full call duration and the credit card fee. If a call recipient prefers, they can also dial a digit and be transferred to a live customer service operator to open an account.

Commissary Integration

Telmate has a tremendous amount of experience integrating with a wide array of JMS, public safety, and public administration platforms. Telmate is currently integrated with over 35 different JMS software platforms. These integrations have connected the Telmate system with everything from modern service-oriented architectures to older mainframe solutions. Telmate has been adapted to work with or around most technological and vendor-specific roadblocks. Telmate is currently integrated with a number of custom JMS systems, as well as a number of commercial software solutions.

Telmate has integrated with Keefe Commissary at 18 locations across the country, including:

- Lake County, IN
- Miami County, IN
- Hamilton County, IN

Reporting

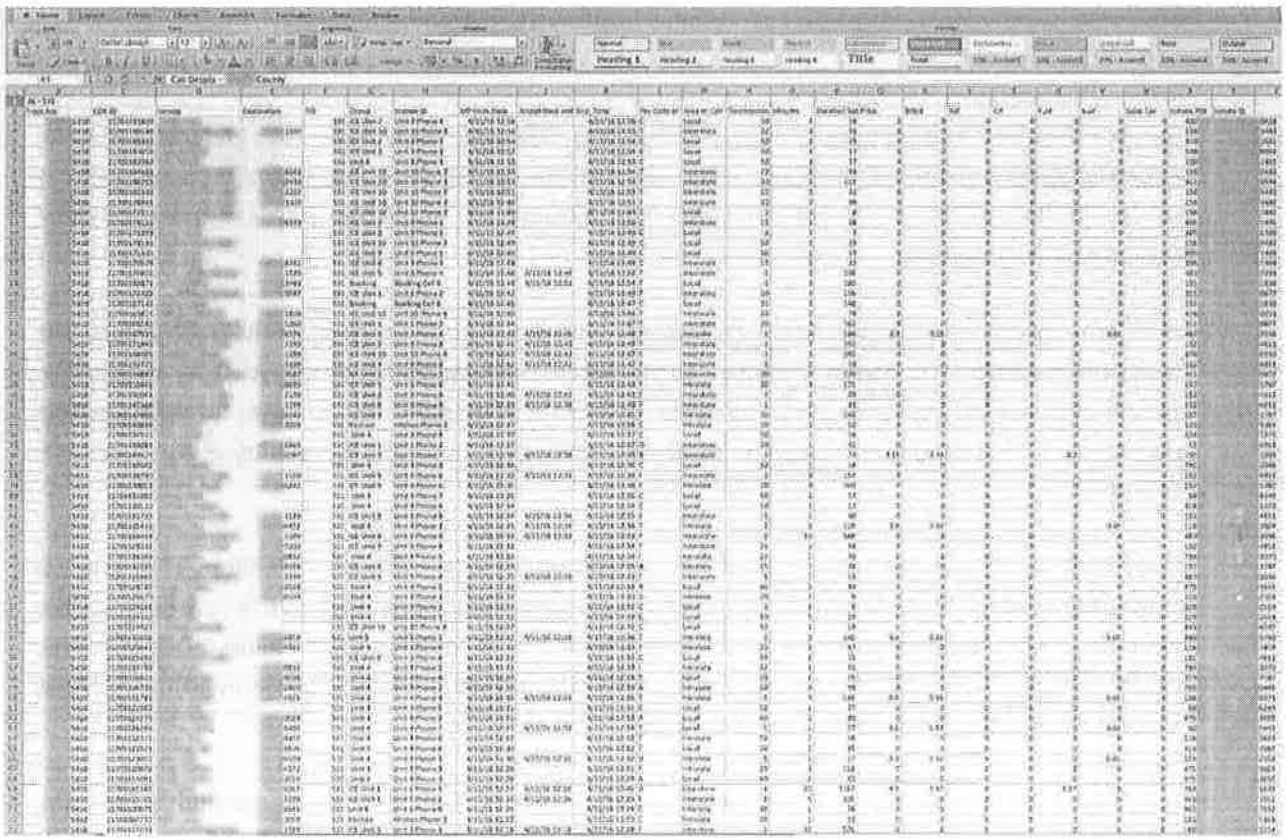
Telmate Reports is a fully auditable platform, meaning facility staff and investigators can run custom reports on every aspect of inmate communications including calls, visits, deposits, relationships, billing and more. With Telmate Reports, system activity is just a click away, ensuring staff and investigators are fully informed with up-to-date usage information for calls and video visits.

Standard reporting options include:

- Call Details
- Call Notes
- Top Called Numbers
- Shared Numbers (by more than 1 inmate)
- Multiple Inmate Destinations
- Top Phones / trunks

- Top Inmate Pins
- Call summary by Day
- Call summary by Week
- Call summary by Month
- Call summary by Year
- Call report by Category

Telmate can provide the County with customized reports as needed. Telmate can also provide investigator reports as part of our Telmate Investigator tool. Following is an example of a CDR Report.



Voice Overlay

Telmate's ITS can interject messages into a call at selected intervals during the conversation. The message warns the parties on the call that they are speaking to an inmate and that the call may be recorded. This intermittent warning message reminds the called party that the call originated from a correctional facility.

This feature also informs parties on the line who did not hear the original branding message, for example, because the original recipient of the call passed the phone to another person. This voice overlay warning message is set at a volume that is clearly audible to the parties on the line, but will not disrupt the conversation.

When Telmate detects digits entered during a phone call, the call is automatically classified as a possible three-way call, flagged for human review, or terminated based on the protocol established by the facility.

Pre-recorded announcements can be included or excluded depending on how the facility wants to set up the system. Authorized staff can set call length using Telmate Command.

System Maintenance and Support

Telmate features continuously running diagnostics, checking both hardware and software for potential points of failure, multiple times per minute. On-Location Hardware Telmate uses an enterprise-class distributed monitoring system to monitor all server hardware, software services and customer end-points.

Telmate's system checks once every 15 seconds, and if a system or service fails to respond, the monitoring system will flag a warning. If the system fails consecutive checks, the monitoring system will create an alert, and dispatch automatic messages to Telmate on-duty service personnel. Telmate monitors both the network connectivity, and the call-quality of our customer end-points.

Every 15 seconds we check the connectivity to equipment at our customer facilities. The Telmate monitoring system looks not only for a response from that equipment, but it a return of the call-quality of sampled calls at the facility. Equipment on-site monitors call quality using a scoring system developed by Bell Labs to judge call quality. This allows Telmate to detect not only network disruptions, but degraded performance as well.

Call quality monitoring notes if calls begin to drop, distort, skip, or become garbled before the problem becomes terminal. Telmate uses algorithms to chart the historical call quality at each customer facility. By trending this data at each facility and across our networks, Telmate is able to proactively respond to degraded performance and take swift action. Telmate's on location monitoring uses the same system as our data center monitoring.

Software Systems

All Telmate internal and externally visible software and systems are monitored 24/7. This includes two general categories of monitoring:

System Monitoring: This includes CPU usage, memory usage, swap space usage, and data storage. This includes monitoring of Telmate's development and QA systems, which are not available to the public.

User/Usage Monitoring: This tracks transactions, concurrent users, total cumulative users and sessions over a time frame (such as a day) Below is a screenshot of Telmate's software system monitoring. Items in red are QA and development servers that are being constantly stress tested and are not available to the public. The numbers increase throughout the day (the screenshot below is from early morning) and reset each night.

Full-Channel Monitoring and Recording

Monitoring

Telmate's system features alarms/alerts, which be set up so that specific inmates or destination numbers calls can be quickly transferred to WCSO investigators (via their PIN) so they can monitor, or even terminate, a live call via their cell phone. The connection is completely silent and undetectable by callers.

Additionally, Telmate offers automated alarm notifications and call alerts. Investigators can add an alarm for a specific number, inmate, or a specific station. They may even assign an investigator to specific destination numbers or specific inmates. Investigators are sent an email and/or text message notifying them when an alarm is triggered. They can also be connected in real-time to live phone calls.

Phone numbers and/or inmates to be alarmed and monitored may automatically uploaded or manually entered.

Recording

In response to investigators having trouble reviewing phone calls and distinguishing voices, Telmate introduced two-channel audio recording, and a two-channel audio player that allows for separation of voices between the inmate and the called party. This feature also allows for more comprehensive investigative voice analytics.

Additionally, every downloaded file contains a digital fingerprint (hash tag) to ensure that call recordings have not been altered in any way. False alarms for 3-Way Calls drastically increased with Mobile Phone Technology. Telmate provide unassailable security for the WCSO's call recordings by making all call records unalterable and locked. Facility login sessions used to access call recordings in Telmate Command are encrypted using SSL, which is the same level of encryption used for online banking.

Every audio file (phone call recording) downloaded with Telmate is downloaded with an accompanying text file containing checksum/hash. This checksum is an MD5 hash of the downloaded audio file, allowing the digital file to be verified against a simple series of characters to verify that it has not been tampered with.

There is a wide range of options available to verify that the WAV files (MP3 downloads are also supported) have not been tampered with. Validation tools are built into Microsoft Windows, Mac OSX, and most Linux-based operating systems. This combination of security features means the WCSO can be confident that call recordings and their associated data are secured.

System Security

System security is controlled at a broad level through role-based access control (RBAC). Roles assume that each user will have a specific, finite and predictable level of access to the system to effectively complete their work. The role(s) permits exactly this level of access and no more.
Each role is created with no permissions assigned, except to allow the user access to their account profile. The administrator must grant or deny the various permissions that users assigned to the role will need to complete their work effectively.

Time Restrictions

Telmate's solution is flexible enough to be able to set time restrictions from a single phone, to a bank of phones, to a pod, to the facility level.

Kiosks

Lobby Kiosk

The Telmate Kiosk offers friends & family a convenient, accessible, and localized option to add funds to any inmate account by allowing them to make deposits to inmate prepaid accounts from any Telmate kiosk in any facility we service. When our kiosks are integrated with commissary systems, friends & family may also use them to deposit money into an inmate trust fund. Our automated kiosks decrease the time facility staff would ordinarily spend accepting and processing payments from visitors, as well as expand payment options to include cash, credit and debit cards.

We design, build, and service our own lobby kiosks. Our fully-automated lobby kiosks are capable of relieving staff of a number of different administrative burdens including:

- Visitation scheduling
- Inmate trust deposits
- Restitution payments
- Bail payments

- Work release information
- Distribution

Booking Kiosk

The fully customizable Telmate Booking Kiosk is an optional tool that allows facilities to save time and effort with the intake of new inmates. The functionality of the Telmate booking kiosk is interchangeable with that of the lobby kiosk (features may be mixed and matched). Like the lobby kiosk, our booking kiosk is designed, built, and serviced by Telmate. The biggest labor-saving task that is typically undertaken by our intake booking kiosk is cash intake. This capability helps eliminate staffing and accounting issues typically associated with counting cash and depositing/reconciling funds. Funds can be transferred directly into prepaid calling accounts or commissary accounts.

We propose installing one or two kiosks in a publicly accessible area of each of your facilities or other county facilities, at no cost.

Browser-Based Administrative Software

Telmate's ITS and VVS solution, including all administrative functions, is a browser-based Software-as-a-Service (SaaS) offering.

Word Recognition Software

Telmate uses advanced voice-to-text technology to transcribe inmate phone calls within minutes of their completion, all within Telmate's Web-based application. For investigators, no additional software is required to convert calls to text, and then to search and review transcribed content. For inmates and called parties, no additional voice training or extra enrollments are required. English and Spanish are both transcribed (Telmate is adding more languages all the time, and will be prioritized upon facility request). Based on facility criteria, Telmate sends designated inmate calls through the transcription process after the call completes. The transcription is available within the same Telmate interface used for all other ITS functions. Within Telmate, next to each call record, is an icon that opens a window that includes the text transcription.

Staff can search for single or multiple keywords across all calls, or staff can limit searches to any combination of destination phone numbers or inmates. Telmate uses sophisticated search capabilities, which include boolean "and/or" operators, and the exclusion of terms to narrow a search. The transcription platform will allow for prepaid debit cards and green-dot card digits to be gathered and displayed to investigators at County.

A) Physical Installation Requirements

i) All Inmate Call Processors (ICP) shall be of a design specified for central site.

Telmate Response: Telmate has read, understands and will comply.

Telmate's central call architecture removes the impact and risk involved with situating data storage equipment at your facility and ensures an unassailable level of both security and reliability. For the WCSO, our centralized call architecture means:

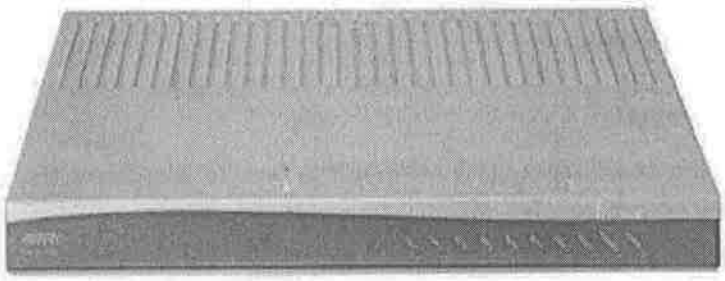
- Continuous operation through catastrophic events. Even if several data centers were to fail (e.g. due to severe weather, earthquake, or catastrophic event), operations would continue as normal.
- Massive fault tolerance. Six copies of every recording stored across four data centers that are thousands of miles apart means no lost calls or call data.
  All call recordings instantly retrievable anytime. Nothing is archived; every call is always available.
- Secure investigator access from anywhere. Centralized Web-based architecture means 24-hour access from work, home, or mobile devices.
- Plenty of room for growth. Our extra system capacity means that no extra servers or storage are needed to support growth.
- New features instantly available. Telmate regularly adds additional features.
- Hardware upgrades without interruption. Our architecture allows us to upgrade every server without visiting your facility or interrupting a single phone call.
- An all-digital network. Telmate's central call architecture is all-digital, ensuring that each call remains digital throughout our network, and that the digital recording is an exact match to what was transmitted.

ii) The ICP shall be of compact design requiring a minimum of wall and floor space. Proposers must submit a scale drawing of the installation space required for each facility.

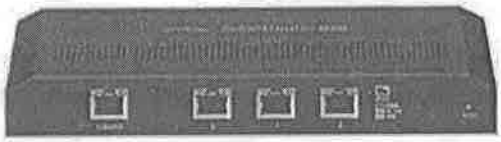
Telmate Response: Telmate has read, understands and will comply.

Most of Telmate's equipment is offsite so there is little space required for our equipment. What little hardware is required can be installed in your existing phone rooms. Our phone room equipment consists of an:

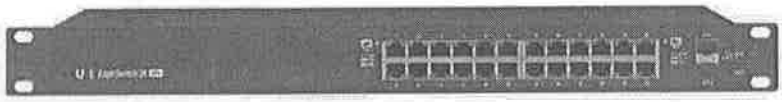
- AdTran 924 Total Access Gateway - (1.72 in. x 17.2 in. x 8.5 in.)



➢ Ubiquiti EdgeRouter - (7.87 in. x 3.54 in. x 1.18 in.)



➢ Ubiquiti EdgeSwitch 24-Port Switch - (19.1 in. x 1.75 in. x 11.24 in.)



iii) Each ICP shall be equipped with an internal UL power supply that is tolerant of line transients, momentary surges and short duration drop such that inmate phone operator continues in the presence of such common disturbances. No auxiliary 115-volt power cords, external power supplies, or AC to DC converters shall be required to support the ports or for the inmate phone station themselves.

Telmate Response: Telmate has read, understands and will comply.

All Telmate phones and VVS stations are line-powered. Telmate plugs all powered equipment into uninterruptible power supplies (UPS) with surge protectors.

iv) All wiring connections to the ICPs shall be made using vendor-supplied standard, termination blocks that provide up to 25 wire pairs of station, trunk and modem line connections. Only the termination blocks shall be allowed to be mounted on the wall of the equipment room.

Telmate Response: Telmate has read, understands and will comply.

All 25-pair cable termination blocks installed by Telmate will be clearly labeled and considered the property of the WCSO while also providing a clear demarcation point.
If any additional cabling work is required then Telmate will discuss with the facility maintenance personnel for approval. Only new cables that will meet all applicable Electronic Industries

Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards will be used. All cables will be clearly marked at both ends.

B) Basic System Function Requirements

i) The ICP must provide fully automated collect calling without the need for live operator intervention or the use of central office-based automated operator technology.

Telmate Response: Telmate has read, understands and will comply.

With the Telmate system, the inmate dials the destination number (Telmate will verify that the number has not been blocked for the inmate), and if the inmate has a prepaid or debit account, they can use funds from the selected account to complete the call. If the inmate chooses to place a collect call, when the called party answers the phone, they will hear a recording that typically resembles the following:

> *"You are receiving a call from [Inmate Name] at [County Jail]. This call is subject to recording and monitoring except for privileged communications between an attorney and client. Press 1 to accept the call, press 2 to reject the call, or press 3 for more options."*

The called party can hear a description of the calling rates prior to accepting the collect call by pressing 3. There is no interaction with a live operator during or after the call.

ii) The ICP shall be able to connect to any standard telephone instrument with a hook switch, handset, and 12-button keypad including ruggedized telephones specifically designed for use in correctional facilities. In addition, the ICP must be able to accommodate TTD telephones and the Proposer's response to the RFP must provide for the following configuration:

Andrew Baird Detention Center-Division I	3TTD Telephones
Wayne County Old Jail-Division II	2TTD Telephones
William Dickerson Detention Facility-Division III	2TTD Telephones
Road Patrol, 3100 Henry Ruff Rd., Facility	1TTD Telephone

The ICP shall offer clear and concise voice prompts in both English and Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the system. Beeps, tones, and other non-violent sounds shall not be permitted as substitutes for voice instructions. Standard sounds such as dial tone, ringing, and busy signals are appropriate. Phone signage, printed hand- outs and video training tapes are not an acceptable alternative to a complete range of voice prompts and messages.

Telmate Response: Telmate has read, understands and will comply.

Telmate Phones

Telmate installs Corrections-grade telephones (stainless steel mounting plate, receiver, numeric keypad)and Corrections grade telephone handsets & lanyards specifically designed for correctional facilities.

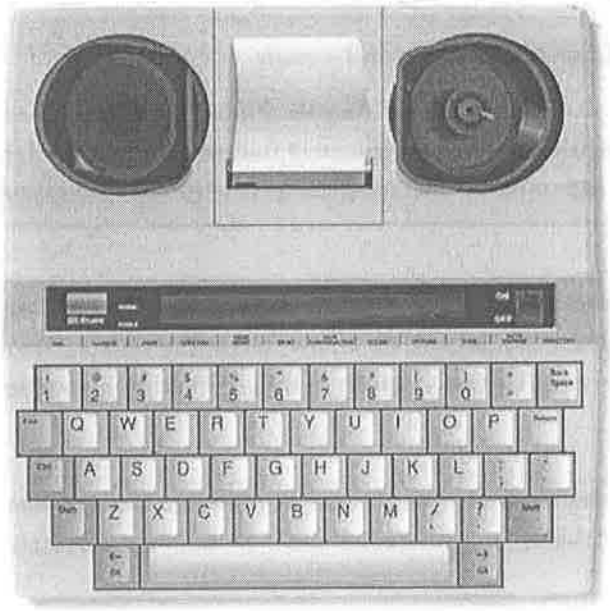
TDD/TTY Phones

Telmate has many years of experience providing public phone service for disabled inmates and complies with Americans with Disabilities Act (ADA) requirements. We will work with the facility to ensure that all needs of disabled inmates are met.

We will provide telephones accessible to persons in wheelchairs upon request. All of Telmate's inmate telephones have adjustable volume control and echo cancellation handsets that are specifically designed to minimize side tones and background noise. Our system also supports all the same features on hands-free speakerphones that are available on regular inmate phones.

Additionally, Telmate will provide Braille keypads (for the visually impaired) and Ultratec Superprint 4425 TDD/TTY machines or similar (for hearing-impaired inmates) as needed. A picture of one of our TDD/TYY machines is shown below.

Superprint 4425 TDD/TTY Device



iii) The ICP must include the following:

a) Switch-hook detection (and subsequent disconnect) during connected call period. Call detail reports must reflect for disconnect.

Telmate Response: Telmate has read, understands and will comply.

Telmate was designed specifically for the corrections industry and does not use traditional phone lines. For this reason, it is impossible for inmates to directly dial calls, place multiple-party calls, dial 911, or engage in any fraudulent calling activity such as chain or switch-hook dialing.

b) Inmate dialing activity detection (and disconnect) during connected call period. All detail reports must reflect reason for disconnect.

Telmate Response: Telmate has read, understands and will comply.

Telmate's system has sophisticated algorithms designed to detect unusual or suspicious phone number sequences or dialing patterns. If suspicious activity is detected, Telmate will connect your investigators to the information they need in order to take action. Telmate's customizable reports can include the reason for call disconnection, whether due to fraudulent activity or not.

c) Voice overlay recording alerting called party that they are speaking to an inmate from a correctional facility. Overlay recording must be random and remotely adjustable for optimal fraud protection. The voice overlay must also notify the parties that the call is being monitored.

Telmate Response: Telmate has read, understands and will comply.

Telmate's ITS can interject messages into a call at selected intervals during the conversation. The message warns the parties on the call that they are speaking to an inmate and that the call may be recorded. This intermittent warning message reminds the called party that the call originated from a correctional facility.

This feature also informs parties on the line who did not hear the original branding message, for example, because the original recipient of the call passed the phone to another person. This voice overlay warning message is set at a volume that is clearly audible to the parties on the line, but will not disrupt the conversation.

When Telmate detects digits entered during a phone call, the call is automatically classified as a possible three-way call, flagged for human review, or terminated based on the protocol established by the facility.

Pre-recorded announcements can be included or excluded depending on how the facility wants to set up the system. Authorized staff can set call length using Telmate Command.

d) Incoming call block. The ICP must not respond to incoming ring signaling on any of its trunks used for placing outbound inmate collect calls. No signaling or ringing of the inmate station phones result from an incoming ring on a trunk.

Telmate Response: Telmate has read, understands and will comply.

Incoming calls are not allowed with the Telmate ITS. Telmate's system was specifically designed for the corrections industry and does not use traditional phone lines. All calls are routed across secure data lines directly to our call processing centers.

e) Sound Path Options – The ICP must allow for blocking or allowing the sound path to the inmate phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. If the sound path is blocked, the inmate will be given call progress messages to indicate that the call is being connected until such time as positive acceptance is detected and the voice path is opened.

Telmate Response: Telmate has read, understands and will comply.

Telmate's automated call connection process positively verifies the identity of the called party receiving the call. The inmate verifies his or her identity using our Telmate Voice Biometric Solution and then enters the phone number that he or she wishes to connect with. The called party will then hear a recording indicating that they have received a free call from an inmate, followed by the name of the inmate, the facility, and a warning that the call may be monitored or recorded.

The called party is then instructed to enter 1 to accept the call, 2 to deny the call, and 3 for more options. During the announcements the inmate is placed on hold, (during this time the inmate will hear music) the inmate's sound path is blocked at all times during the hold time, and is isolated so that at no point prior to the acceptance of the call may either party communicate with the other. The inmate keypad is muted. If the call party accepts the call, the automated operator informs the called party that the inmate [Inmate Name] would like to speak to them, but in order to do so they must complete an enrollment process.

f) Frequently Called Number Blocking – ICP must provide for blocking of call attempts to a specified number once a specified threshold is met. This threshold must be remotely or locally programmable upon demand.

Telmate Response: Telmate has read, understands and will comply.

Telmate offers a robust call-blocking solution. Our highly flexible rules let your investigators use Telmate Command to block an individual destination number or groups of numbers (wildcards).

Your investigators can also set the frequency threshold for numbers to be blocked. For example, you can choose to block all 800, 866, 877, 888, or 900 numbers. Facility staff can block a phone number for a specific inmate or for all inmates in a facility. A complete audit trail is maintained for blocked and unblocked numbers. Authorized users can access block numbers from any computer with secured Internet access.

g) Live Operator Access Blocking – Access to a live operator must be blocked at all times without exception.

Telmate Response: Telmate has read, understands and will comply.

Telmate's system prohibits live operator access. All calls are placed using an automated operator. Calls are processed using positive acceptance through Telmate's automated touch-tone operator system.

h) Call Blocking – The ICP must have the capacity to block specified telephone numbers or groups of numbers from inmate access. The ICP must also have the capacity to block individual phone numbers for specific inmates. This feature must be remotely or locally programmable upon demand within 24 hours of request.

Telmate Response: Telmate has read, understands and will comply.

Telmate offers a fully formed call-blocking solution. Our highly flexible rules let WCSO investigators use Telmate Command to block an individual destination number or groups of numbers (wildcards). For example, you can choose to block all 800, 866, 877, 888, or 900 numbers. Facility staff can block a phone number for a specific inmate or for all inmates in a facility. A complete audit trail is maintained for blocked and unblocked numbers. Authorized users can access block numbers from any computer with secured Internet access.

Telmate's customer service team handles most number blocks requested by friends and family. Customer service representatives follow an extensive protocol when processing number blocking requests. This process includes confirming the called party's identity and documenting the request in detail. Alternatively, when a call is placed, the called party will hear a recorded message prior to accepting the call, offering the option to block their number from future calls. Regardless of which method the facility chooses, there is no limit to the number of calls that can be blocked with Telmate.

i) The ICP must offer flexible control over operating hours of each inmate phone. This feature must have the ability to control individual phones or groups of phones. This feature must be controlled by County personnel.

Telmate Response: Telmate has read, understands and will comply.

Phone availability is solely based on the hours that the WCSO choose to operate the ITS system. Single phones, phones, by room or pod, by building, or facility-wide can be set to turn on and off per whatever time frame the WCSO needs.

Call rules can be easily set and changed easily by WCSO personnel with the correct authorization using Telmate's remote interface, Telmate Command Center.

j) The ICP must offer flexible control over the duration of each inmate's call. This feature must have the ability to specify call duration by inmate phone number or trunk. There must be a progress message interjected as the end of the allowed call duration is neared. This must be remotely or locally programmed.

Telmate Response: Telmate has read, understands and will comply.

Call rules can be easily set and changed easily by WCSO personnel with the correct authorization using Telmate's remote interface, Telmate Command Center.

k) The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise. Voice recognition is not an acceptable from of positive acceptance.

Telmate Response: Telmate has read, understands and will comply.

The called party can only positively accept a call by pressing 1 on their phone. If the call has been made from a rotary phone, a telmate Customer Service Representative will come on the line to assist in completing the call.

l) The County will entertain the use of inmate identification numbers or voice print technology or other biotechnical technology as alternative methods of inmate call control. If a Prisoner Identification Number is chosen, the ICP must allow the facility to select the length of the ID code.

Telmate Response: Telmate has read, understands and will comply.

Telmate has proven capability for continuous voice verification. We use a process of periodic voice sampling based on a voice print that is collected during the inmate's registration process. We verify the inmate by their pin, and their verification attempt before every call. Telmate's solution is technically similar to other providers. The difference lies in our superior hardware. We have custom-made microphones built into our handsets that allow for more accurate voice detection and comparison along with environmental noise reduction. This means that inmates do not have to constantly be reprocessed for voice verification access to the phone system. Telmate's system allows any phone in your facilities to be used for voice re-registration, which eliminates the need for you to transfer inmates to a specific phone outside of their housing unit.

Telmate Voice Biometrics are fully integrated within Telmate's ITS. In addition it is important to note that voice biometrics technology is part of our solution that supports an automated inmate information system. Below is a description of Telmate's Voice Verification Enrollment Process, the current voice biometric tools, and reporting capabilities. Telmate's continuous voice biometrics technology is bundled and included in every ITS installation. The voice biometric technology captures specific physical characteristics of the human voice and uses the information to identify callers. Our voice biometrics suite starts with the voice verification enrollment process.

Each inmate receives a PIN and must also record a biometric voice print of their name. Both PIN and voice print identification are required for access to the phone system. Telmate has several seamless methods for distribution of PINs, none of which require County time. The software can collect inmate information from your JMS/OMS system and use any existing unique number as a PIN (like a booking number), or PINs can be generated automatically.

The inmate's unique PIN is created and sent to a dedicated printer for placement on a non-weaponizable card that contains the inmate's name, PIN number, and information explaining how to enroll in the Telmate biometric solution and how to use the new ITS. Telmate can customize the cards to meet any needs that your facilities may have.

PIN integrity is maintained through the platform's Voice Biometric Solution, which prevents the use of stolen PINs for fraud attempts. The County may select to use any unique number from the JMS as a PIN number, or Telmate can be configured to automatically assign a random (and unique) PIN number. There is no minimum or maximum length requirement for PIN numbers, so long as they are unique. Inmate access to the telephone system is governed by their PIN.

m) Proposed technology must allow an approved calling list with a maximum of 10 numbers for each inmate as well as working in conjunction with any global blocked call listings. The Proposer is responsible for managing all aspects of the inmate phone list including input of numbers and the data must be input within eight (8) hours of receipt of phone list. The County currently uses PAN (Personal Allowed Numbers) lists for all inmates. PAN lists are allowed to be changed once a week.

Telmate Response: Telmate has read, understands and will comply.

Telmate has a comprehensive "Personal Allowed Number" (PAN) offering. Telmate has two methods for assigning PAN numbers for inmates, neither option requires WCSO staff time.

Option 1, Traditional PAN: When an inmate dials a new number, the system verifies the number

against the facility's blocked number list. If the number is not blocked, the ITS automatically assigns the phone number to their PIN account/PAN list. This is the option most often used, and allows inmates the greatest access to phone numbers while providing the facility with a complete list of everyone they have called. This solution allows for easy blocking of numbers and assigning call restrictions. There is no limit to the number of phone numbers that may be stored for each inmate PAN list. However, the WCSO can set the limit to 10 per inmate if preferred.

Option 2, Automated PAN: With called party identification, Telmate has designed a patent pending process to automate the adding of PAN numbers to an inmate's account. Telmate's unique system is very user friendly, allowing for timely and efficient PAN additions to an inmate's allowed call list, thereby greatly increase the ease and number of people the inmate can call.

The automated process positively verifies the identity of the called party who sets up a PAN account. The inmate verifies his or her identity using our Telmate Voice Biometric Solution and then enters the phone number that he or she wishes to connect with. If the phone number is not already on the inmate's allowed call list, the system confirms the number is not a blocked (a Victim, admin-blocked or NCO number, etc.). If the number is not blocked, the system dials the entered number.

The called party will then hear a recording indicating that they have received a free call from an inmate, followed by the name of the inmate, the facility, and a warning that the call may be monitored or recorded. The called party is then instructed to enter 1 to accept the call, 2 to deny the call, and 3 for more options. During the announcements the inmate is placed on hold, (during this time the inmate will hear music) the inmate is isolated so that at no point prior to the acceptance of the call may either party communicate with the other. The inmate keypad is muted. If the call party accepts the call, the automated operator informs the called party that the inmate [Inmate Name] would like to speak to them, but in order to do so they must complete an enrollment process.

During the enrollment process we ask the call recipient unique questions that only they would know the answer to and then we compare these responses against our proprietary database algorithms to positively confirm the identity of the called party. The entire process is performed in real-time. Additionally, the system will take those specific data elements and run them against any "not approved" list or "no contact order" list of the requesting inmate.

If the system approves both the called party and the requested number then the enrolled account can either be immediately connected to the inmate or their account information can be

sent to the facility for review and approval. This process eliminates the tedious and time-consuming paper process of facility staff having to manually enroll PAN numbers, eliminating the wait time for both friends & family and inmates.

After the enrollment is completed and approved, the inmate is sent an automated voicemail informing them that an account has been added to their allowed call list to phone number "###-###-####" and that he or she can press 4 to call the number now. All numbers that an inmate attempts to add to their allowed call list are recorded in our database, and can be viewed via Telmate Command. Each entry will show the current status (approved, pending, denied by facility, denied by call recipient, etc.)

If the call is not answered by a live party on the requested number, the system will leave the call recipient a message on their answering machine or voicemail. This message will outline who is requesting to be connected, and from what facility. Telmate's algorithm for answer detection uses a mix of Enhanced Call Progress Analysis (ECPA) and social engineering to achieve virtually 100% accuracy in differentiating a live answer versus an answering machine or busy signal.

n) Any feature must allow for restriction to individual inmates to specified phones without the need for additional equipment or external devices. The calling list restrictions will not apply to the 3100 Henry Ruff Facility and the individual Registry room areas in each facility.

Telmate Response: Telmate has read, understands and will comply.

Telmate's call-blocking solution allows for easy blocking of numbers and assigning call restrictions to all inmates at all facilities. Our solution allows for easy unblocking of numbers as well. Our highly flexible rules let your investigators use Telmate Command to block an individual destination number or groups of numbers (wildcards). Facility staff can block a phone number for a specific inmate or for all inmates in a facility. A complete audit trail is maintained for blocked and unblocked numbers. Authorized users can access block numbers from any computer with secured Internet access.

Telmate's customer service team handles most number blocks requested by friends and family. Customer service representatives follow an extensive protocol when processing number blocking requests. This process includes confirming the called party's identity and documenting the request in detail. Alternatively, when a call is placed, the called party will hear a recorded message prior to accepting the call, offering the option to block their number from future calls. Regardless of which method the facility chooses, there is no limit to the number of calls that can be blocked with Telmate.

C) Transaction Requirements: The ICP must have the option of debit call payment. Each inmate's debit account must be identified by the ID Code utilized for traditional collect calling or by use of a debit card. Call charges must be deducted from the inmate's balance as they are made in order to avoid a negative balance. Inmates must be provided their account balance automatically when a debit call is made.

Telmate Response: Telmate has read, understands and will comply.

Telmate provides debit calling to any destination number within the United States. Telmate, by default, requires positive call acceptance from all called parties. When the called party answers the phone, they hear a recording that typically resembles the following:

> *"You are receiving a call from [Inmate Name] at [Name of Facility]. This call is subject to recording and monitoring except for privileged communications between an attorney and client. Press 1 to accept the call, press 2 to reject the call, or press 3 for more options."*

With Telmate, billing does not begin until a call has been positively accepted. Regardless of call type, if a call is declined, no charges will be assessed to either party.

The Inmate Debit Account eliminates the need for calling cards and traditional collect call procedures, which saves the WCSO time and money. The inmate simply transfers funds from their trust account into their calling account right from any inmate phone, inmate kiosk, or commissary. Friends and family can also deposit funds into an inmate's calling account through a variety of deposit options. Facility staff can view and fully audit all prepaid deposits through Telmate Command. Friends and family have several ways to deposit funds, which includes the Telmate Kiosk, GettingOut.com online portal, via telephone support, and through thousands of retail locations.

D) Administrative Requirements: The ICP must have an option for on-site administrative terminals. The terminals must have the following features:

Telmate Response: Telmate has read, understands and will comply.

Telmate's centralized platform allows our ITS/VVS solution to be accessed from any device that has a secure connection to the Internet. There do not need to be any dedicated computers for use by WCSO staff.

a) Must be connected to the ICP via a commercially available, reliable, high-speed Novell type-LAN.

Telmate Response: Telmate has read, understands and will comply.

Telmate's inmate telephone system and video visitation solution operate on Telmate's private network, connecting by way of a data line that Telmate will install and pay for. The County's network will not be affected in any way.

b) Operational status must not affect the ICP's normal operations in any way.

Telmate Response: Telmate has read, understands and will comply.

Telmate's inmate telephone system and video visitation solution operate on Telmate's private network, connecting by way of a data line that Telmate will install and pay for. The County's network will not be affected in any way.

c) Must allow for multi-level passwords.

Telmate Response: Telmate has read, understands and will comply.

With Telmate, each user is given a single login to access our web-based Telmate Command application, which is used to administer every aspect of the ITS. Other providers may require users to juggle multiple logins in order to perform various tasks, but Telmate is dedicated to simplifying the inmate telecommunications experience for the County. Administrative rights and search capabilities can be set to only one facility or permitted across some or all County facilities. Telmate makes it easy for site administrators to set up user access roles and passwords within Telmate Command. Users can be denied access, granted read only access, or granted read and write access to any part of Telmate Command. Each user is assigned a login name and password to access their authorized role in Telmate Command. Many users can be simultaneously logged in from different computers, each having their unique security levels, with no possibility of unauthorized access.

Telmate supports comprehensive user management features including security access for individuals or groups (groups can be created by facility administrators). Telmate allows for granular control of security access, and also provides for roles, simplifying the creation of new user accounts. With Telmate, almost every feature and task can be set to Deny, Read Only, and Read/Write privileges.

Additionally, Telmate supports any number of customizable access levels. Each access level is a series of settings for each of the features and tasks listed above. A typical installation may define a user role for administrators, booking agents, supervisors, and detectives. These roles can be configured by a staff administrator, or by Telmate customer service representatives. Typically, Telmate will configure these pre-defined roles with specific access levels upon installation. These pre-defined access level groups make setting up new users very simple.

d) Must allow County personnel to review ID codes, debit accounts, generate call detail reports and review call records.

Telmate Response: Telmate has read, understands and will comply.

All of Telmate's information, including ID codes, debit accounts, and CDRs, are available using Telmate's user interface, Telmate Command.

e) Must allow County personnel to review call block lists and disable inmate phone on a real-time basis.

Telmate Response: Telmate has read, understands and will comply.

WCSO staff can review call block lists, and disable phones, including those call that are in progress, in real-time.

f) Must allow County personnel to enable free calls to specified numbers.

Telmate Response: Telmate has read, understands and will comply.

g) Must allow monitoring of selected individual calls.

Telmate Response: Telmate has read, understands and will comply.

All calls are recorded, except for attorney calls, and calls of a religious nature, and can be monitored as determined by WCSO staff.

h) The ICP must provide an option for selective silent audio monitoring of inmate calls and for selective call recording. Such monitoring and recording options must be able to be administered from the administrative terminals. Monitoring and recording must be disabled for specified "privileged" calls to attorneys, etc., without the need for additional external equipment to perform this screening function.

Telmate Response: Telmate has read, understands and will comply.

Telmate's ITS records every inmate call within the facility, except for privileged calls, such as attorney-client. At the WCSO's discretion, predetermined telephone numbers can be easily configured to not record using Telmate Command.

i) All calls must be archived and easily retrievable as required and requested by Management.

Telmate Response: Telmate has read, understands and will comply.

All calls are available to review in real-time immediately after they are recorded.

j) Must offer specialized remote monitoring with call detail viewing capability and silent monitoring of selected conversations.

Telmate Response: Telmate has read, understands and will comply.

Telmate's system features alarms and alerts that can be set up so that specific inmates or destination numbers calls can be quickly transferred to investigators (via their PIN) so they can monitor, or even terminate, a live call via their cell phone. The connection is completely silent and undetectable by callers.

Telmate offers automated alarm notifications and call alerts. Investigators can add an alarm for a specific number, inmate, or a specific station. They may even assign an investigator to specific destination numbers or specific inmates. Investigators are sent an email and/or text message notifying them when an alarm is triggered. They can also be connected in real-time to live phone calls.

Phone numbers and/or inmates to be alarmed and monitored may be automatically uploaded or manually entered.

k) The Contractor will provide on-site support. The on-site systems administrator should be available during the hours of 8:00 am to 4:00 pm Monday through Friday, to repair, maintain, and perform administrative functions for the Inmate Telephone System is required. These functions also include enrollments and/or inmate calling lists.

Telmate Response: Telmate has read, understands and will comply.

Onsite Administrator: Telmate will provide a full-time onsite administrator to ensure the WCSO's experience with Telmate is as positive as possible. In addition, Telmate's Oregon-based facility support team is available 24/7/365 to address any questions or concerns that may arise for the WCSO. If an issue requires further action, Telmatés system features a built-in trouble ticket system, which means WCSO staff can monitor the status of a ticket from start to finish. We will also provide a full-time Telmate technician who will be dedicated exclusively to your facilities, and we have a dedicated technician in Kalamazoo County who can provide additional back-up support in an emergency.

Telmate Customer Care - Locally Based, Always Available: Because Telmate is first and foremost about customer service, we pride ourselves on our 24/7/365 customer care, which is based completely in the United States. Customers will never be routed to an agent in a foreign country, or someone that doesn't speak their language. Instead, they'll be connected to a representative at our call center in Ontario, OR. Unlike some other providers, who cut corners by outsourcing some or all customer service calls, or offer limited hours of availability, Telmate places a premium on providing a quality experience and creating American jobs. Our commitment to top-notch service inevitably leads to a higher level of customer satisfaction and, in turn, increased spending on calls, which means more contact between inmates and their friends and family, and more revenue for the WCSO.

l) A trained on-site substitute repair technician shall be provided to Wayne County to cover any absences of the assigned on-site systems administrator beyond five (5) working days. Should Wayne County request service on the inmate telephone system, and video Visitation system when the on-site systems administrator is not on-site, a technician will be sent to Wayne County within 24 hours after receipt of the calling requesting service. There shall be on-call coverage 24/7/ 365 days per year.

Telmate Response: Telmate has read, understands and will comply.

Telmate will provide a trained, full-time Telmate technician who will be dedicated exclusively to your facilities. This is in addition to the on-site systems administrator we will provide. We also have a dedicated technician in Kalamazoo County who can provide additional back-up support in an emergency. In addition, Telmate's Oregon-based facility support team is available with 24/7/365 on-call coverage to address any questions or concerns that may arise for the WCSO. If an issue requires further action, Telmatés system features a built-in trouble ticket system, which means WCSO staff can monitor the status of a ticket from start to finish.

E) Required Telephone Features: Inmate phones must be ruggedized, coinless phones designed for use in correctional facilities. Coin telephones or AC powered phones are not acceptable. These units must be "dumb" phones, i.e., all call processing must occur with the ICP, which will be located in a centralized, secure room. Phones must also feature stain resistant casing (stainless steel or similar), moisture resistant keypad, concealed fittings to prevent inmate tampering.

If the proposed inmate telephone is equipped with a handset, such handset must be of ruggedized construction and must be connected to the phone unit with a steel armored handset cord.

Telmate Response: Telmate has read, understands and will comply.

Telmate installs only the highest quality phones and parts available. Telmate uses the Quadrum Telecom 6Q2 and 7Q "Tough Guy" security coinless "dumb" line-powered phones. Telmate will replace any broken phones, handsets or other phone equipment. All of the phones are designed specifically for correctional facilities and are encased in high security, 14-gauge stainless steel. The armored keypads are constructed of heavy chrome metal and the handsets use armored cord with steel lanyards and heavy 14-gauge steel retainers. The phones contain no removable parts and are designed and installed in way that prevents safety hazards to users, and minimizes vandalism and destruction of property. Phones are well secured to walls and inmates cannot remove them.

F) Maintenance and Support: Proposers must demonstrate how they intend to provide support in registering new inmates, assigning ID codes or voice print, maintaining inmate telephone lists, etc. Proposers must also demonstrate how they intend to maintain the

system and telephones on a 365-day basis and what their normal response time will be. Finally, Proposers must demonstrate their plans in the event of a major trunk disruption, etc. Any disabled or broken equipment must be replaced at the vendor's expense and within 24 hours.

Telmate Response: Telmate has read, understands and will comply.

Inmate Intake

Telmate uses our Booking Kiosk for Inmate intake services. The fully customizable Telmate Booking Kiosk is a tool that allows facilities to save time and effort with the intake of new inmates. The WCSO can use the booking kiosk for inmate intake and getting a voice print. The functionality of the Telmate booking kiosk is interchangeable with that of the lobby kiosk (features may be mixed and matched). Like the lobby kiosk, our booking kiosk is designed, built, and serviced by Telmate. The biggest labor-saving task that is typically undertaken by our intake booking kiosk is cash intake. This capability helps eliminate staffing and accounting issues typically associated with counting cash and depositing/reconciling funds. Funds can be transferred directly into prepaid calling accounts or commissary accounts.

We design, build, and service our own kiosks. Our fully-automated kiosks are capable of relieving staff of a number of different administrative burdens including:

- Inmate intake, including voice printing
- Visitation scheduling
- Inmate trust deposits
- Restitution payments
- Bail payments
- Work release information
- Distribution

Remote System Monitoring

Telmate features continuously running diagnostics, checking both hardware and software for potential points of failure, multiple times per minute.

On-Location Hardware: Telmate uses an enterprise-class distributed monitoring system to monitor all server hardware, software services and customer end-points.

Telmate's system checks once every 15 seconds, and if a system or service fails to respond, the monitoring system will flag a warning. If the system fails consecutive checks, the monitoring system will create an alert, and dispatch automatic messages to Telmate on-duty service personnel. Telmate monitors both the network connectivity, and the call-quality of our customer end-points.

Every 15 seconds we check the connectivity to equipment at our customer facilities. The Telmate monitoring system looks not only for a response from that equipment, but it a return of the call-quality of sampled calls at the facility. Equipment on-site monitors call quality using a scoring system developed by Bell Labs to judge call quality. This allows Telmate to detect not only network disruptions, but degraded performance as well.

Call quality monitoring notes if calls begin to drop, distort, skip, or become garbled before the problem becomes terminal. Telmate uses algorithms to chart the historical call quality at each customer facility. By trending this data at each facility and across our networks, Telmate is able to proactively respond to degraded performance and take swift action. Telmate's on location monitoring uses the same system as our data center monitoring.

All Telmate internal and externally visible software and systems are monitored 24/7. This includes two general categories of monitoring:

- **System Monitoring:** This includes CPU usage, memory usage, swap space usage, and data storage. This includes monitoring of Telmate's development and QA systems, which are not available to the public.
- **User/Usage Monitoring:** This tracks transactions, concurrent users, total cumulative users and sessions over a time frame (such as a day) Below is a screenshot of Telmate's software system monitoring. Items in red are QA and development servers that are being constantly stress tested and are not available to the public. The numbers increase throughout the day (the screenshot below is from early morning) and reset each night.

Customer Support

Telmate will provide a full-time onsite administrator to ensure Wayne County's experience with Telmate is as positive as possible. We will also provide a full-time, local technician dedicated exclusively to Wayne County. In addition, Telmate's Oregon-based facility support team is available 24/7/365 to address any questions or concerns that may arise for Wayne County. If an issue requires further action, Telmatés system features a built-in trouble ticket system, which means Wayne County staff can monitor the status of a ticket from start to finish. In the event that a technician visit is needed, we can dispatch a technician within two hours.

Telmate's Customer Care Center is U.S.-based and is available 24/7/365 days a year. Because Telmate is first and foremost about customer service, we pride ourselves on our customer care, which is based completely in the United States. Customers will never be routed to an agent in a foreign country, or someone that doesn't speak their language. Instead, they'll be connected to a representative at our call center in Ontario, Oregon. Unlike some other providers, who cut corners by outsourcing some or all customer service calls, or offer limited hours of availability, Telmate places a premium on providing a quality experience and creating American jobs. Our commitment to top-notch service inevitably leads to a higher level of customer satisfaction and, in turn, increased spending on calls, which means more contact between inmates and their friends and family, and more revenue for the County.

Issue Response Times

In case of a significant system failure, Telmate will dispatch a local technician to the facility within two hours of the call, 24/7/365, according to a strict preventative maintenance schedule (see below). In case of a minor problem, service is available within 24 hours from request, and inoperable equipment will be replaced within 48 hours.

Please see Telmate Escalation Procedures for more detail.

G) **Call Detail Reporting and Storage:** The ICP must provide for on-site storage of call detail information. Other requirements include:

Telmate Response: Telmate has read, understands and will comply.

a) On-site storage capacity for up to two (2) years' worth of call records.

Telmate Response: Telmate has read, understands and will comply.

b) Real-time call activity viewing capability.

Telmate Response: Telmate has read, understands and will comply.

Telmate's model is a centralized platform that stores all call records offsite at our hardened data centers. Calls are instantly retrievable by WCSO staff with the proper authorization and a secure internet connection.

c) Real-time reporting of stored activity.

Telmate Response: Telmate has read, understands and will comply.

d) Automatic call record protection via nightly polling.

Telmate Response: Telmate has read, understands and will comply.

Telmate provides comprehensive diagnostics monitoring of all equipment. Telmate constantly polls and monitors all equipment and services several times per minute for failure, storage capacity, and response time. Even Telmate's battery backup devices are continuously Web monitored. Everything we could make smart, we made smart and now all customers benefit from this technology.

e) Flexible call detail reporting by PIN (if PINs are used), inmate JD (if PINs are not used), dialed number, phone or trunk. If PINs are used, on-site administrator must enter all PINs on a daily basis.

Telmate Response: Telmate has read, understands and will comply.

Call Detail Reports are easily customizable by WCSO staff or Telmate personnel by inmate PIN.

f) Each record must include call result detail in easy to understand terms. For example, Busy, No Answer, Normal Call Ending, Time Expiration, etc.

Telmate Response: Telmate has read, understands and will comply.

g) Retention of call detail in the event of a power failure.

Telmate Response: Telmate has read, understands and will comply.

Since our hardened data centers are replicated and geographically separated, and all call records are stored offsite, local power failures will not affect the ability to retrieve call records.

h) The ability to interface call detail data to the County's data systems.

Telmate Response: Telmate has read, understands and will comply.

H) **Expense Rates and Commissions:** The County will not be responsible for any costs associated with the purchase, installation, operation or maintenance of the inmate telephone system. This includes the provision of inmate telephones, maintenance of the PAN lists, and any necessary wiring to connect these phones to the host. The only exception will be the costs of supplying power to the ICP.

Telmate Response: Telmate has read, understands and will comply.

l) **Online Scheduling of Visits:** Proposers must provide a website for on-site and legal/privileged visit scheduling.

Telmate Response: Telmate has read, understands and will comply.

With Telmate's remote and on-site video visitation solution, no staff time is required to schedule visits. All scheduling is managed within the system, and friends and family, and legal/privileged users simply log on, use the kiosk in the lobby, or call our customer service department to schedule a visit with an inmate. Additionally, the hardware is space-saving and can fit in pods throughout your facility, so your staff will not have to move inmates around for them to use the video-visitation devices.

(1) **On-Site Visits** – Website must have the functionally to allow inmate's friends and family members to create an account and schedule their visits.

Telmate Response: Telmate has read, understands and will comply.

All scheduling is managed within the system, and friends and family simply log on, use the kiosk in the lobby, or call our customer service department to schedule a visit with an inmate.

(2) **Legal/Privileged Visits** - Website must have the functionally to allow legal visitors to create an account and schedule their video visits, both remote and on-site, a minimum of 24 hours in advance.

Telmate Response: Telmate has read, understands and will comply.

All scheduling is managed within the system, and legal/privileged users simply log on, use the kiosk in the lobby, or call our customer service department to schedule a visit with an inmate.

All Proposers must specify their proposed rates for all inmate telephone services and provide proof of their approved tariffs (State PSC and FCC) confirming those rates.

Telmate Response: Telmate has read, understands and will comply.

After award, if it determined that it is necessary to file a tariff with the PSC, Telmate will immediately file.

Proposers must provide the respective facility a monthly commission to be paid fifteen (15) days following the end of each calendar month for the preceding month. Payments received later than fifteen (15) days from the due date will be assessed a 1.5% penalty. Additional penalties of 1.5% per month will be assessed for every thirty (30) day delay. Any commission to be reimbursed to the vendor by the County must be invoiced for

receipt no later than fifteen (15) days following the end of each calendar month for the preceding month.

Telmate Response: Telmate has read, understands and will comply with an alternative methodology. We look forward to discussing this new approach that is gaining traction among our existing customers.

Proposers must offer a single commission rate for all types of telephone calls (local, IntraLATA, InterLATA, and interstate) and video visitation visits.

Telmate Response: Telmate has read, understands and will comply with an alternative methodology.

Commissions will be paid as a fixed percentage of GROSS revenues - including, but not limited to: connection fees, cell phone fees, video visitation and voicemail fees. Deductions for any costs associated with the services provided such as uncollectible calls or unbillable calls will not be considered. Ownership of all phones and supporting equipment shall be transferred to the County upon expiration of the Contract.

Telmate Response: Telmate has read, understands and will comply with an alternative methodology.

7) CONTRACT TERM: The contract is for a term of two (2) years, with a one-year renewal option at the sole discretion of the County. It is anticipated that this contract will commence upon Commission approval with an anticipated start date of August 26, 2016 (suggested date).

Telmate Response: Telmate has read, understands and will comply.

(2) Describe what the base system does, what can be done with minor configuration changes, and what requires actual customization to perform.

Telmate Response: Telmate has read, understands and will comply.

All of the Telmate products and services described below are provided at no cost to Wayne County, or the Wayne County Sheriff's Office. Our platform is unique in the industry in that every feature and functionality is provided free of charge to the County. There are hundreds of customizations that are made during the implementation and setup of the system for the County. Our experienced team can replicate the functionality that you currently have in your ICP or we can introduce all of the enhancements that you've been waiting as part of that installation process - all free of charge.

Telmate Products and Services

Telmate serves two major markets in the Inmate Communication Solutions industry:

- Facility Staff
- Detainees, Friends & Family

Facility Staff

Telmate's customers are Federal, state and local correctional agencies, including ICE facilities, which have a need for outsourced and secured communications systems, such as phone and video. These customers operate corrections or detention facilities. Telmate offers the following products and services for facility personnel:

- Telmate Command Center
- Telmate Verified
- Telmate Investigator
- Telmate Tablets
- Telmate Guardian

Telmate Command

All of Telmate's products and features run on a single unified platform called Telmate Command. Using Telmate Command, facility staff can run real-time reports on phone usage, monitor phone and video visit activity as it happens, and perform many administrative and investigative functions that would normally take months to compile and produce otherwise.

Telmate Command may be accessed through any web-enabled device on any authorized network. Telmate ITS is a completely hosted platform, and utilizes the latest Software as a Service (SaaS) model to provide secure access remotely. This means facility staff will not have to bother with installing software or using only specified workstations to utilize the ITS. Security is set according to roles based permission levels. Only those with authorized permission will be able to access certain features within the Telmate ITS. Remotely connecting to your ITS and getting the information you need when you need it has never been easier and more secure. Remote access is fully configurable by user, and can be restricted to specific IP addresses.

Telmate's network is highly decentralized, with minimal hardware located on-site. Calls are processed and stored off-site at our geographically separated data centers. Our decentralized

network architecture enables us to remotely deploy software updates from our San Francisco office, meaning facilities will always be running the latest version of our software, removing the headaches of outdated versions, incompatibilities, and other problems.

Telmate's ITS has multiple failsafe measures built directly into its platform to provide 99.99% uptime and availability to place calls. During initial implementation, phones are installed one at a time to prevent interruptions and ensure continuity of service from your old system to the new Telmate ITS. Upgrades to the ITS are scheduled during low activity periods and are done without any interruption of service — as all our systems are redundant systems — so inmates can continue using the system even during this time.

Should Telmate's configuration of installed telephones result in busy signals or unavailable prompts, corrections to the configuration of telephones will be done at no cost to the facility.

Telmate Verified

In the past, it was difficult to positively identify the individuals your inmates are contacting. You may have the telephone number, or the city and state to which the call was made, but pieces of the puzzle are missing.

With Telmate Verified, every interaction between an inmate and an outside party is a way to verify that party's identity. Prior to interacting with an inmate, an outside party must first register his or her photo ID, address, and phone number with Telmate and with your facility.

This means that whether it's a phone call, deposit, or visit, you'll know exactly who is communicating with whom, every time. Friends and family can get verified at a kiosk by swiping a photo ID (such as a driver's license) or by calling our customer service line, which is available 24/7/365. No other inmate telecommunication system provides this level of control.

Telmate Verified has a database of over 500,000 confirmed inmate affiliates, which allows investigators to search for warrants, flag deposits, connect gang affiliations, and uncover evidence to incriminate suspects in ongoing investigations.

Telmate Investigator

Telmate Investigator is a designed specifically to aid facilities in their analysis of significant amounts of big data around criminal human networks. This system helps to maximize control and security, increase operating efficiencies, and solve crimes.

Our suite of investigator tools is a powerful, technologically-advanced crime-fighting kit that helps law enforcement officials, district attorneys, and detectives reduce crime, solve criminal cases and reduce court costs. Telmate Investigator features a "Connections" tool that takes user actions like phone calls, voicemail, visits and deposits and creates a powerful relationship network that uncovers suspicious contacts and connections. Telmate Investigator also features a "Timeline" tool that compiles a simple-to-browse-and-digest chronology of all inmate actions from booking to release.

Telmate Investigator is included with every installation. While others may charge extra, or manipulate commissions for their investigator tools, Telmate feels powerful crime-fighting tools have a massive impact on the safety of facilities and communities and must be included for all clients in every installation.

Telmate Investigator features Telmate Verified, our proprietary, automated identity verification system that tracks every user and action within the Telmate system, including phone calls, deposits, video visits, messages, and shared photos. Telmate Verified is a force multiplier giving one investigator the strength and capability of five.

Telmate Investigator includes the following data analysis and alerting tools:

- Call Pattern Analysis
- Contact Analysis
- Communication Timeline
- Automated Alarms
- Configurable Alerts
- Predictive Relationship Analysis
- Relationship Visualization Tools
- Call Destination Mapping
- Live Call Monitoring
- Call and Video Playback
- Inmate and Contact Profiles
- Voice and Image Biometrics
- 3-Way Call Detection
- Evidence Reporting

Telmate Tablets

The Telmate Tablet is a secure, wireless device specifically designed for correctional facilities. It brings a new wave of benefits to facility staff and inmates, which is further proof that

well-designed, modern technology can advance both correctional operations and inmate well being.

With its detention-safe operating system and network, the Telmate Tablet is more than just a 21st century device. The tablet monitors inmate behavior, further enhancing security and control. It also offers inmates the opportunity for self-improvement and personal development, as well as a chance to use their time for something constructive. And the Telmate Tablet is offered at no cost to facilities or local governments.

Telmate Tablets offer the following features and functions:

- Electronic Inmate Grievances
- Electronic Inmate Requests
- Commissary Ordering
- News
- Law Library
- Secure Web Browsing
- Inmate Resources
- Religious, Self Improvement & Recovery Content
- Music & Entertainment
- Acuity Games
- Library of eBooks

The Telmate tablet network is a corrections-grade hardened network, and inmates do not have access to the facility network, or any other tablet in the facility.

The Telmate tablet network ensures that each tablet only communicates over an encrypted VPN running on a highly secure, invisible wireless WPA2 network. Additionally, Telmate's network architecture routes all communication through a Telmate Gateway server appliance, which is both a firewall (to limit connections to a strict whitelist of allowed devices and allowed destination URLs) and a proxy server (to ensure no direct connection to the Internet). The Telmate Gateway further prevents any inmate-to-inmate communication via the Telmate tablets.

Telmate's network design ensures that in the event of any component failure, there will be no escalation of privileges. Our network security has never been broken, and inmates have never gained open access to the Internet. The aforementioned features are all designed to execute the highest data access security within the facility.

Telmate Guardian

Telmate Guardian is a location monitoring application designed to meet the growing supervision needs of community corrections in the areas of pretrial, parole, and probation. The solution consists of two components; a smartphone application used by Enrollees being monitored, and a browser-based console used by Case Managers for investigative and reporting purposes. Guardian is designed to be:

- Reliable and accurate - Guardian performs reliably and consistently
- Enrollee ID Verified - Case Managers are confident in the Enrollee check-in ID verification system
- Comprehensive - Case Managers have immediate access to the data they need to make their job easier and increase efficiency
- Quick to deploy - Deployment is a painless process
- Simple and intuitive - Enrollees get up and running quickly. The system is simple to understand and intuitive to use
- Minimal customer support required - The solution is self-service oriented

Guardian leverages the best of technology that is now widely available, and requires no special equipment, thus avoiding all the hassles of keeping inventory, security deposits, maintenance, etc. Case managers get real-time monitoring, reports, alerts, and features like photos, voiceprints, and location compliance zones that make it simple to pinpoint and supervise enrollees, allowing for larger caseloads.

Guardian is a proven and cost-effective service that reserves jail space for a higher-risk population. It reduces recidivism by allowing these lower-risk individuals to avoid the stigma of incarceration and stay out of the system so that they can remain employed and integrated with society. It is both easy to use and at the forefront of innovation.

Telmate has specialized in developing innovative inmate communication technology since 1998. The Guardian app is the latest tool in our suite of inmate services that includes VoIP telephones, tablets, and video visitation. Guardian uses the same secure data storage capacity to house tracking records that Telmate has used for years to preserve telephone and video recordings for investigations and court proceedings.

Detainees, Friends and Family

Telmate also directly supports detainees and their friends and family who use the communications service. The satisfaction of these groups is directly tied to the satisfaction of facility staff. Telmate offers a full-featured web portal to service the needs of detainees, their

friends, and their family The web portal is called Telmate Getting Out, at www.GettingOut.com. Getting Out includes the following features for detainees and their friends and family:

- Inmate Phones
- Video Visits
- Messages, Photo Sharing, and Wall Posts
- Deposit Options
- Education
- Paperless Grievances, Inmate Requests, and PREA

Inmate Phones

Telmate installs only the highest quality phones available. All of our phones are designed specifically for correctional institutions and encased in high security, 14-gauge stainless steel. The armored keypads are constructed of heavy chrome metal and the handsets use armored cord with steel lanyards and heavy 14-gauge steel retainers. The phones contain no removable parts and are designed and installed in a way that prevents safety hazards to users, and minimizes vandalism and destruction of property.

Phones are well secured to walls and inmates cannot remove them. Telmate also provides phones mounted on roll-carts for portable use. All phones are purchased, installed and maintained by Telmate. All inmate telephones have adjustable volume control and echo cancellation handsets that are specifically designed to minimize side tones and background noise. Our system also supports all the same features on hands-free speaker-phones that are available on regular inmate phones. Braille keypads (for the visually impaired) can also be provided as needed by the facility.

Telmate has many years of experience providing public phone service for physically impaired users and will work with the facility to ensure that all needs of physically impaired inmates are met.

Video Visits

Telmate's Video Visitation Solution runs on the same platform as the ITS system, and utilizes the same features and functionality. Our VVS solution allows users the ability to schedule visits, respond/reject requests, suggest visit times, and more all without directly communicating with the inmate. Telmate proposes to provide the County with an 18-unit video visitation system. Our experience shows this number of units will be more than suitable for a facility of your size.

Telmate's visitation scheduler will automatically notify the user via email when a visit is scheduled or canceled. The county can define the length of visitations, with a standard minimum visitation length of 15 minutes. Maximum visitation length can be programmable facility-wide, by housing unit, individual station or group of stations, or by inmate. All configurations can be over-ridden by authorized personnel. Video Visitation sessions display the remaining time for a visit on-screen.

Telmate automatically records ALL non-privileged video visitation sessions. Telmate will store all recorded video visitations online, just as we do with phone calls. Telmate's Video Visitation solution includes Detail of Video control option capabilities, and investigators can easily retrieve video recordings online from the Video Records search screen via Telmate Command. A visit can be located by Inmate name, Visitor name or date, Station, and time of visit, and reports can be run based on these criteria. Facility staff can play selected videos by clicking on the Video button. Hovering over the Video button displays the visit ID number for quick visit verification.

Messages, Photo Sharing, and Wall Posts

Secure Messages

Inmates can send messages to and from approved contacts. This gives inmates a simple, affordable communication method and your investigators a whole new channel of evidence. A wide-range of facility review and approval options are included. Messaging prevents contraband from entering the facility, such as methamphetamine-laced ink, and reaching inmates.

Secure Photo Sharing

Telmate's secure photo sharing system allows inmates a simple, affordable way to stay connected to family and friends. Like secure email, secure photo-sharing helps facilities increase security and prevent the trafficking of contraband. A wide-range of facility review and approval options are included.

Secure Wall Posts

Similar to online status updates, secure wall posts allow inmates to post smaller messages that are viewable by more than one family member or friend. Conversely, our wall posts system allows family and friends a quick and easy way to send a small message to more than one incarcerated friend or loved one.

Deposit Options

Online

Friends & family can add funds 24 hours a day, 7 days a week via our Family & Friends website www.gettingout.com. The website offers fast, reliable, secure, and convenient way to make

payments, instantaneous posting of transactions, and a voicemail notification to inmates when funds are added to their account.

By Phone

24 hours a day, 365 days a year, live US-based bi-lingual Telmate customer service agents are available to accept Preview Plus deposits over the phone from friends & family. The toll-free customer service number is printed on inmate PIN cards, clearly identified on all phones, and available from the Telmate website.

At the Facility

The Telmate kiosk offers friends & family a convenient, accessible and localized option to add funds to any inmate account by allowing them to make deposits to inmate prepaid accounts from any Telmate kiosk in any facility we service. When our kiosks are integrated with commissary systems, friends & family may also use them to deposit money into an inmate trust fund. Our automated kiosks decrease the time facility staff would ordinarily spend accepting and processing payments from visitors, as well as expand payment options to include cash, credit and debit cards.

Education

Telmate is constantly evaluating and adding new educational resources to the existing library of materials, and today that list includes:

- Academic Skill Builder
- Starfall – Learn to Read
- CD-12 Foundation
- Coursera
- Khan Academy
- Vocational and Adult Education

Telmate also offers video training. Video allows for a more direct and personal style of teaching and allows the use of whiteboards, props and other devices.

Whether it's job training or court-mandated anger management counseling, video visitation allows human training, discussion and evaluation without the threat inherent in inmate escorts and transportation. Videos may be reviewed and downloaded from any web browser by facility staff.

Paperless Grievances, Inmate Requests, and PREA

Grievances and Requests

Changing any critical facility process can be a challenge. Telmate's grievance and request solution addresses many of the administrative challenges posed by paper forms, and adds a few significant advantages. In addition, the Telmate offers a comprehensive reporting system and support infrastructure to route, track and archive reported PREA incidents.

- Dramatically speed up the entire process of filing, responding to, and resolving grievances and requests.
- Put an end to the hand-delivery of notes between inmates and staff.
- No more paper. The process should end the need to file multiple copies of forms in multiple places.
- Submitted forms cannot be deleted or altered. This means that there is no longer a risk of lost forms.
- Review and resolve inmate accusations of lost or altered forms with just a few clicks.
- Unique tracking numbers are assigned from the moment a form is submitted, speeding up grievance tracking.
- Administrators may be configured to view all submitted grievances and requests from a single screen.
- Submitted forms can be contextually searched, sorted, and easily filtered by category, form or status.
- Provides an easy way for staff to forward all activity for any grievance or request to any person, such as attorneys or specialized medical staff, via email.
- Completely control the routing of filed requests to the appropriate responders.
- Complete auditing system allows administrators to view all grievance-related activity, including when inmates read responses, and what staff members viewed and responded and when.

PREA

With Telmate, all PREA recordings in the Telmate system are digitally stored on multiple secured offsite call recording and process servers located thousands of miles apart. The system is highly redundant – calls or notes will never be lost and calls cannot be modified. The time and date the voicemail occurred is time stamped with the recording. The time and date the officer listened to the recording and any notes that were added are also time stamped. Should the inmate claim that the PREA voicemail was never addressed, these features provide a chain of evidence to support the officer and the facility.

All the features described here are available as part of our standard ITS/VVS offering. These products and services are provided at no cost to the WCSO.

At minimum, the following features can be configured to meet your needs, at no extra charge to the WCSO:

- JMS Integrations
- IVR adjustments
- Grievance and Inmate Request Processes
- Medical Requests

Telmate looks at all roles and responsibilities in their current ITS and will map that over free of charge.

(3) Attach screen prints showing how user friendly the system is.

Telmate Response: Telmate has read, understands and will comply.

Please refer to *Tab 8: Attachments* for a selection of screenshots that demonstrate the user-friendly design of our system.

e) Evaluation Credits:

i) Provide a County Based Enterprise, Targeted Growth Community Enterprise, or other Wayne County Advantage program certificate (see item 1) b) on prior page) if you have one; otherwise it will not be considered during the evaluation.

Telmate Response: Telmate has read and understands.

4) EXCEPTIONS: Proposer shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's proposal, the County will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to any language in the Form of Contract may be rejected as nonresponsive.

Telmate Response: Telmate has read, understands and will comply.

5) SHORTLISTING: The County may shortlist the Proposers based upon responses to the above items. If necessary, the County will conduct interviews/demonstrations. The County will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluation committee

and to clarify their proposals through exhibition and discussion. The County will not reimburse oral presentation costs of any Proposer.

Telmate Response: Telmate has read, understands and will comply.

Telmate would be happy to provide the WCSO with a live demonstration of our features and capabilities.

Telmate®

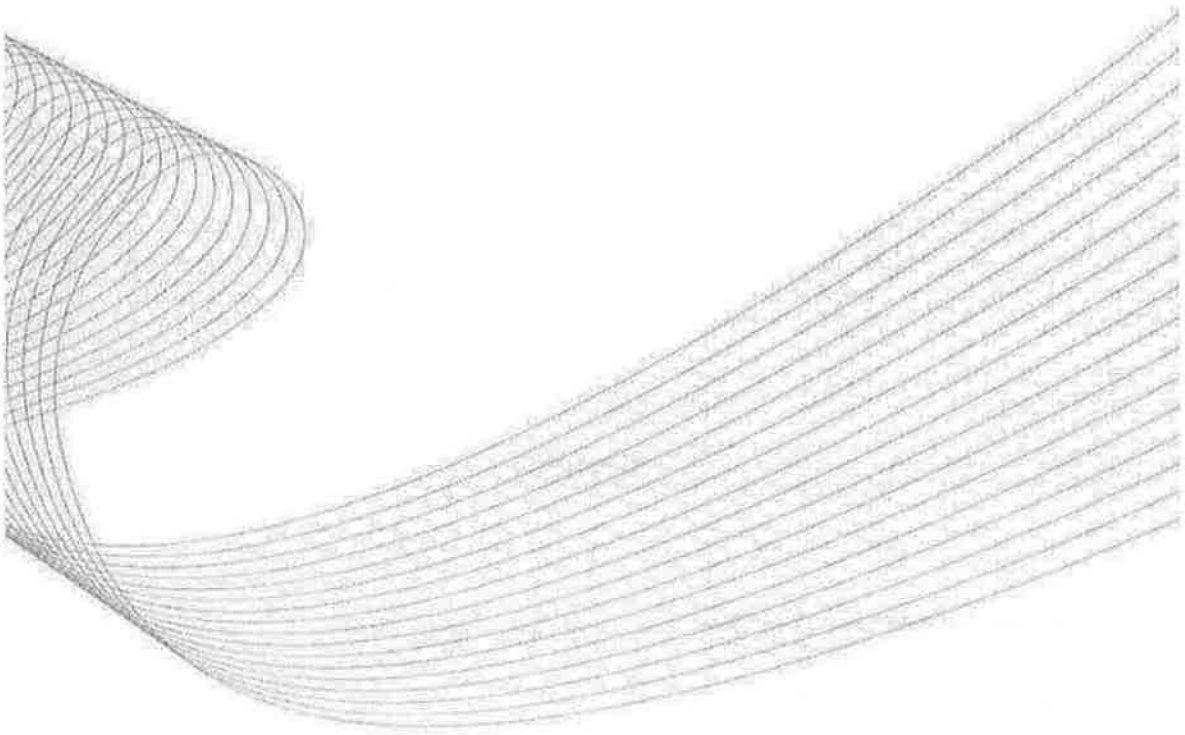
Tab 8: Attachments

Telmate®

2012/2013/ 2014 Consolidated Financial Statements (CONFIDENTIAL)

TRANSFORMING INMATE COMMUNICATIONS

CONFIDENTIAL



Review Report of Independent Accountants and
Consolidated Financial Statements

Telmate, LLC

December 31, 2014 and 2013

MOSS-ADAMS LLP

Certified Public Accountants | Business Consultants

CONFIDENTIAL

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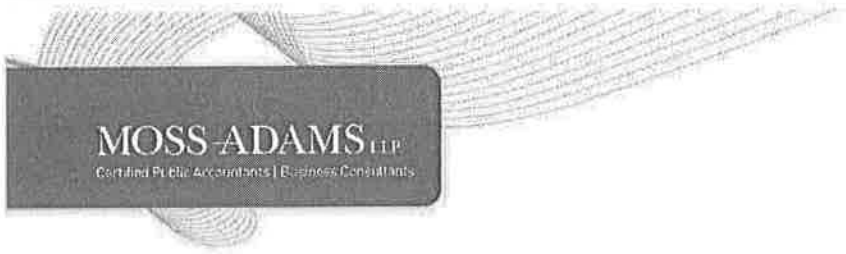

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REVIEW REPORT OF INDEPENDENT ACCOUNTANTS

To the Members
Telmate, LLC

We have reviewed the accompanying consolidated balance sheets of Telmate, LLC (the "Company") as of December 31, 2014 and 2013, and the related consolidated statements of income, members' equity, and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantively less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Moss Adams LLP

San Francisco, California
June 29, 2015

CONFIDENTIAL

CONSOLIDATED FINANCIAL STATEMENTS

CONFIDENTIAL

TELMATE, LLC
CONSOLIDATED BALANCE SHEETS
December 31, 2014 and 2013

	2014	2013
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 4,766,163	$ 9,114,646
Accounts receivable	1,274,595	864,969
Prepaid expenses	316,261	143,060
Other current assets	1,744,898	1,074,404
Total current assets	8,101,917	11,197,079
LONG-TERM ASSETS		
Property and equipment, net	6,199,444	5,263,913
Intangibles, net	858,313	1,001,457
Capitalized software development, net	5,333,721	3,895,943
Related party notes receivable	102,047	101,047
Other noncurrent assets	248,849	255,744
Total assets	$ 20,844,291	$ 21,715,183
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	$ 5,345,172	$ 4,350,908
Accrued liabilities	1,691,537	1,691,062
Deferred revenue	2,671,990	3,318,691
Notes payable, current portion	725,000	442,777
Total current liabilities	10,433,699	9,803,438
LONG-TERM LIABILITIES		
Notes payable, net of current portion and discount	1,763,417	2,460,516
Total liabilities	12,197,116	12,263,954
COMMITMENTS AND CONTINGENCIES (NOTE 6)		
MEMBERS' EQUITY		
Controlling interest members' equity	7,927,228	8,989,581
Noncontrolling interest	719,947	461,648
Total members' equity	8,647,175	9,451,229
Total liabilities and members' equity	$ 20,844,291	$ 21,715,183

CONFIDENTIAL

TELMATE, LLC
CONSOLIDATED STATEMENTS OF INCOME
Years Ended December 31, 2014 and 2013

	2014	2013
REVENUES, net	$ 62,586,865	$ 54,699,420
COST OF REVENUES	25,567,987	24,786,068
	37,018,878	29,913,352
SELLING, GENERAL, AND ADMINISTRATIVE	28,582,986	19,265,345
Income from operations	8,435,892	10,648,007
OTHER INCOME (EXPENSE)		
Other income (expense)	(176,449)	448,346
Interest income	2,104	4,921
Interest expense	(40,194)	(31,136)
NET INCOME	8,221,353	11,070,138
LESS NET INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST	258,299	112,536
INCOME ATTRIBUTABLE TO CONTROLLING INTEREST	$ 7,963,054	$ 10,957,602

CONFIDENTIAL

TELMATE, LLC
CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY
Years Ended December 31, 2014 and 2013

	Controlling Interest Members' Equity	Noncontrolling Interest	Total
BALANCE, at January 1, 2013	$ 8,414,661	$ 356,112	$ 8,770,773
Member draws	(10,382,682)	(7,000)	(10,389,682)
Net income	10,957,602	112,536	11,070,138
BALANCE, at December 31, 2013	8,989,581	461,648	9,451,229
Member draws	(9,025,407)	-	(9,025,407)
Net income	7,963,054	258,299	8,221,353
BALANCE, at December 31, 2014	$ 7,927,228	$ 719,947	$ 8,647,175

TELMATE, LLC
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended December 31, 2014 and 2013

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 8,221,353	$ 11,070,138
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation and amortization	1,909,722	1,360,703
Amortization of intangible assets and capitalized software development	2,021,169	673,416
Amortization of debt discount	27,901	30,885
Loss on disposals	82,840	171,624
Interest income from note receivable	(1,000)	(1,000)
Changes in operating assets and liabilities:		
Accounts receivable	(409,626)	(214,030)
Prepaids	(173,201)	(48,253)
Other current assets	(670,494)	(260,599)
Other noncurrent assets	6,895	(66,148)
Accounts payable	994,264	280,234
Accrued liabilities	475	623,762
Deferred revenue	(646,701)	516,072
Net cash provided by operating activities	11,363,597	14,136,804
CASH FLOWS USED IN INVESTING ACTIVITIES		
Purchase of property and equipment	(2,928,093)	(3,143,332)
Payment related to patent acquisition	(28,533)	-
Capitalization of software development	(3,287,270)	(2,616,713)
Net cash used in investing activities	(6,243,896)	(5,760,045)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term debt	(442,777)	(250,000)
Member distributions	(9,025,407)	(10,389,682)
Net cash used in financing activi	)	(10,639,682)
NET (DECREASE) IN CASH AND CASH EQUIVA	)	(2,262,923)
CASH AND CASH EQUIVALENTS, beginning of t		11,377,569
CASH AND CASH EQUIVALENTS, end of period		$ 9,114,646
SUPPLEMENTAL DISCLOSURES OF CASH FLO		
Cash paid for interest		$ 31,136
Cash paid for taxes		$ 71,166

TELMATE, LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 – DESCRIPTION OF BUSINESS

Description of business – Telmate, LLC (the "Company") was founded in 1998 and provides inmate communication services throughout the United States and Canada. Telmate provides services to facilities of all sizes, ranging from city and county jails to State Department of Corrections (DOC) and federal facilities.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Principles of consolidation – The consolidated financial statements present the accounts of Telmate, LLC. All material intercompany balances and transactions have been eliminated in consolidation.

Intelmate, LLC (Intelmate), which provides management, and software development services to the Company is consolidated in the Company's financial results as Intelmate is considered a variable interest entity (Note 8). Noncontrolling interest represents the noncontrolling LLC members' proportionate share of the equity in Intelmate. All intercompany balances and transactions have been eliminated.

Cash and cash equivalents – The Company's cash and cash equivalents are maintained in checking and money market mutual fund accounts. The Company considers all highly liquid investments purchased with original maturities of three months or less to be cash equivalents.

Accounts receivable – Accounts receivable is reported at net realizable value and represents amounts that are invoiced to customer where persuasive evidence of an obligation exists. Amounts are charged to allowance for doubtful accounts as they are deemed uncollectible, based upon a periodic review. The Company evaluates the collectability of accounts receivable based on a combination of factors. In cases where the Company is aware of circumstances that may impair a specific customer's ability to meet its financial obligations, the Company records a specific allowance against amounts due, and thereby reduces the net recognized receivable to the amount the Company reasonably believes will be collected. For the remaining customers, the Company recognizes allowances for doubtful accounts based on the length of time the aggregate receivables are outstanding, the current business environment and historical experience. As management anticipates all accounts outstanding as of December 31, 2014 and 2013, to be collectible, it has not recorded an allowance for doubtful accounts.

Revenue recognition – The Company generates revenue from customers when calls are made at the detention center facilities. The Company commences revenue recognition when all of the following conditions are met:

- There is persuasive evidence of an arrangement;
- The service is being provided to the customer;
- The collection of the fees is probable; and
- The amount of fees to be paid by the customer is fixed or determinable.

The Company's arrangements with customers generally require prepayment before calls can be made by customers. The Company recognizes revenue when calls are made by customers. Deferred revenue represents proceeds received by the Company in advance of calls made by customers.

Property and equipment – Property and equipment are stated at cost, net of accumulated depreciation. Depreciation is provided on the straight-line method over the estimated useful lives of the assets, generally estimated to be three to fifteen years for capital equipment, three years for computers and servers, thirty nine years for buildings, five years for furniture and fixtures, three to five years for vehicles, and three years for software. Leasehold improvements are amortized using the straight-line method over the shorter of the remaining lease term or the estimated useful lives of the improvements. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized.

The Company accounts for uncertainty in tax positions based on authoritative guidance which requires management to determine whether a tax position of the Company is more likely than not to be sustained upon examination, including resolution of any related appeals or litigation processes, based upon the technical merits of the position. For tax positions meeting the more likely than not threshold, the tax amount recognized in the financial statements is reduced by the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement with the relevant taxing authority. As of December 31, 2014 and 2013, the Company had some uncertain tax positions, related to income tax recognition, which the Company considered to be insignificant.

Recent accounting pronouncement – In May 2014, the Financial Accounting Standard Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which amends the FASB Accounting Standards Codification (the "Codification") by superseding the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and in most industry-specific topics. In addition, ASU No. 2014-09 supersede certain cost guidance in FASB ASC Subtopic 605-35, *Revenue Recognition—Construction-Type and Production-Type Contracts*. ASU No. 2014-09 is effective in the annual periods beginning after December 15, 2017, with earlier adoption permitted no earlier than annual periods beginning after December 15, 2016. ASU No. 2014-09 should be applied retrospectively. The Company is currently evaluating the impact of the ASU No. 2014-09 on the financial statements.

In August 2014, the FASB issued ASU No. 2014-15, *Presentation of Financial Statements—Going Concern* (Subtopic 205-40): *Disclosures of Uncertainties about an Entity's Ability to Continue as a Going Concern*, which amends the ASC to add FASB ASC Subtopic 205-40, *Presentation of Financial Statements—Going Concern*. New FASB ASC 205-40 provides guidance regarding management's responsibility to (1) evaluate whether there is substantial doubt about an entity's ability to continue as a going concern, and (2) provide related disclosures. The Company is currently evaluating the impact of the ASU No. 2014-15 on the consolidated financial statements.

Subsequent events – Subsequent events are events or transactions that occur after the consolidated balance sheet date, but before the consolidated financial statements are available to be issued. The Company recognizes in the consolidated financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the consolidated balance sheet, including the estimates inherent in the process of preparing the consolidated financial statements.

The Company has evaluated subsequent events through June 29, 2015, which is the date the consolidated financial statements were available to be issued.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2014 and 2013:

	2014	2013
Capital equipment	$ 6,150,062	$ 4,829,604
Computers and servers	1,486,523	1,158,850
Furniture and fixtures	906,021	688,936
Software	803,970	104,980
Buildings	593,828	527,790
Vehicles	492,967	360,111
Leasehold improvements	182,428	182,428
	10,615,799	7,852,699
Less: accumulated depreciation and amortization	(4,416,355)	(2,588,786)
	$ 6,199,444	$ 5,263,913

Depreciation and amortization expense was $1,909,722 and $1,360,703 for the years ending December 31, 2014 and 2013, respectively.

NOTE 4 - NOTES PAYABLE

Asset acquisition note payable – The Company issued a note payable with total payments of $1,575,000 to a third party in exchange for certain assets, which does not bear interest. Monthly principal payments under the note payable agreements are $18,750 through October 2019.

As the note was issued with a below market interest rate, the Company present valued the total payments of the note at a 0.93% rate, which approximated a market rate of interest at the inception of the note. The Company recorded a debt discount of $50,251 related to the difference in the present value and total payments at the inception of the note. The Company is amortizing the debt discount to interest expense using the effective interest method over the term of the note. During the years ended December 31, 2014 and 2013, the Company made advanced principal payments of $192,777 and $0 and recorded $10,930 and $11,416 of interest expense related to the amortization of the debt discount, respectively.

Note payable – On February 3, 2012, the Company entered into an agreement with a third party to resolve a dispute related to rights for certain telecommunications technology. The Company is not using, and has no intention to utilize the technology acquired in the agreement, and therefore, has recorded an expense of approximately $2 million as of the date of the agreement, which is included in selling, general and administrative expenses in the Company's consolidated statement of income.

The Company issued a note payable with total payments of $2,200,000 to finance that agreement, which does not bear interest. Quarterly principal payments under the note payable are $62,500 through November 2014, and $125,000 through November 2017.

As the note was issued with a below market interest rate, the Company present valued the total payments of the note at a 1.08% rate, which approximated a market rate of interest at the inception of the note. The Company recorded a debt discount of $88,683 related to the difference in the present value and total payments at the inception of the note. The Company is amortizing the debt discount to interest expense using the effective interest method over the term of the note. During the years ended December 31, 2014 and 2013, the Company made principal payments of $250,000 and recorded $16,969 and $19,469 of interest expense related to the amortization of the debt discount, respectively.

The table below summarizes the aggregate outstanding balance related to the Company's notes payable as of December 31, 2014 and 2013:

	2014	2013
Notes payable principal balance	$ 2,537,500	$ 2,980,277
Discount associated with notes payable	(49,083)	(76,984)
	$ 2,488,417	$ 2,903,293

At December 31, 2014 and 2013, the notes payable are presented as:

	2014	2013
Notes payable, current portion	$ 725,000	$ 442,777
Notes payable, net of current portion and discount	1,763,417	2,460,516
	$ 2,488,417	$ 2,903,293

Principal maturities on the notes payable are as follows:

2015	$ 725,000
2016	725,000
2017	675,000
2018	225,000
2019	187,500
	$ 2,537,500

TELMATE, LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 5 – INTANGIBLE ASSETS

Intangible assets at December 31, 2014 and 2013, consist of the following:

	2014	2013
Customer contracts	$ 1,201,850	$ 1,201,850
Patents and licenses	28,533	-
	1,230,383	1,201,850
Less: accumulated amortization	(372,070)	(200,393)
	$ 858,313	$ 1,001,457

Estimated future amortization expense is as follows:

2015	$ 171,916
2016	171,916
2017	171,916
2018	171,916
2019	170,649
	$ 858,313

Aggregate amortization expense for the years ended December 31, 2014 and 2013, was $372,070 and $200,393, respectively.

NOTE 6 – COMMITMENTS AND CONTINGENCIES

Commitments – The Company leases its facilities under a noncancelable operating lease that expires in April 2015. In May 2013, the Company moved to another facility under a noncancelable operating lease that expires in December 2019.

Future minimum lease payments for leases having remaining lease terms in excess of one year are as follows:

2015	$ 986,334
2016	988,105
2017	1,008,229
2018	1,028,459
2019	1,048,787
	$ 5,059,914

Rent expense was $1,179,434 and $803,789 for the years ended December 31, 2014 and 2013, respectively.

Contingencies – From time-to-time, in the normal course of business, the Company is a party to litigation matters that have involved and may involve in the future, among other things, claims related to trademark infringement as well as employment, contract, and property-related disputes. The Company is subject to claims and litigation arising in the ordinary course of business, however, the Company does not believe, based on currently available facts and circumstances, that the final outcome of these matters, taken individually or as a whole, will have a material adverse effect on the consolidated financial statements. The results of litigation are inherently uncertain and material adverse outcomes are possible. The Company does not have provided accruals for any legal matters in the consolidated financial statements as potential losses for such matters are not considered probably and reasonably estimate. However, because such matters are subject to many uncertainties, the ultimate outcomes are not predictable and there can be no assurance that the actual amounts required to satisfy any liabilities arising from the matters described above will not have a material adverse effect on the consolidated financial statements.

NOTE 7 – RETIREMENT PLAN

The Company has adopted, and contributes to a profit sharing 401(k) retirement plan. The plan covers substantially all employees who have worked more than 90 days with the Company. The Company made employer matching contributions of $144,334 and $58,071 to the plan for the years ended December 31, 2014 and 2013, respectively.

NOTE 8 – VARIABLE INTEREST ENTITY

Management analyzes the Company's variable interests including loans, guarantees, and equity investments to determine if the Company has any variable interests in variable interest entities (VIE). This analysis includes both qualitative and quantitative reviews. Qualitative analysis is based on an evaluation of the design of the entity, its organizational structure including decision making ability, and financial agreements. Quantitative analysis is based on the entity's forecasted cash flows. Generally accepted accounting principles require a reporting entity to consolidate a VIE when the reporting entity has a variable interest that provides it with a controlling financial interest in the VIE. The entity that consolidates a VIE is referred to as the primary beneficiary of that VIE. The Company uses qualitative and quantitative analyses to determine if it is the primary beneficiary of VIEs.

The Company has determined that Intelmate is a VIE, as Intelmate is dependent on support from Telmate to maintain its operations. The Company has also determined that it is the primary beneficiary of this VIE because of the financial support provided to Intelmate, thereby giving the Company the power to direct the activities of Intelmate that most significantly impact Intelmate's economic performance. The activities for which the power to direct was evaluated in making this determination included the direction of the Intelmate's software development, and the Company being Intelmate's sole customer. Accordingly, the Company has consolidated Intelmate.

Intelmate had total assets of $1,966,006 and $1,283,587, and liabilities of $1,246,059 and $821,939 at December 31, 2014 and 2013, respectively, and revenues of $13,859,447 and $7,599,015 for the years ended December 31, 2014 and 2013, respectively. All significant intercompany transactions and balances have been eliminated in consolidation.

Review Report of Independent Accountants and
Consolidated Financial Statements

Telmate, LLC

December 31, 2013 and 2012

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MOSS ADAMS LLP
Certified Public Accountants | Business Consultants

REVIEW REPORT OF INDEPENDENT ACCOUNTANTS

To the Members
Telmate, LLC

We have reviewed the accompanying consolidated balance sheets of Telmate, LLC (the "Company") as of December 31, 2013 and 2012, and the related consolidated statements of income, members' equity, and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantively less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Moss Adams LLP

San Francisco, California
July 15, 2014

Praxity
GLOBAL ALLIANCE OF INDEPENDENT FIRMS

CONFIDENTIAL

CONSOLIDATED FINANCIAL STATEMENTS

TELMATE, LLC
CONSOLIDATED BALANCE SHEETS
December 31, 2013 and 2012

	2013	2012
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 9,114,646	$ 11,377,569
Accounts receivable	864,969	650,939
Prepaid expenses	143,060	94,807
Other current assets	1,074,404	813,805
Total current assets	11,197,079	12,937,120
LONG-TERM ASSETS		
Property and equipment, net	5,263,913	3,652,908
Intangibles, net	1,001,457	1,173,238
Capitalized software development, net	3,895,943	1,780,865
Related party notes receivable	101,047	100,047
Other non-current assets	255,744	189,596
Total assets	$ 21,715,183	$ 19,833,774
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	$ 4,350,908	$ 4,070,674
Accrued liabilities	1,691,062	1,067,300
Deferred revenue	3,318,691	2,802,619
Notes payable, current portion	442,777	250,000
Total current liabilities	9,803,438	8,190,593
LONG-TERM LIABILITIES		
Notes payable, net of current portion and discount	2,460,516	2,872,408
Total liabilities	12,263,954	11,063,001
COMMITMENTS AND CONTINGENCIES (NOTE 7)		
MEMBERS' EQUITY		
Controlling interest members' equity	8,989,581	8,414,661
Noncontrolling interest	461,648	356,112
Total members' equity	9,451,229	8,770,773
Total liabilities and members' equity	$ 21,715,183	$ 19,833,774

The accompanying notes are an integral part of these consolidated financial statements.

CONFIDENTIAL

TELMATE, LLC
CONSOLIDATED STATEMENTS OF INCOME
Years Ended December 31, 2013 and 2012

	2013	2012
REVENUES, net	$ 54,699,420	$ 47,995,213
COST OF REVENUES	24,786,068	23,476,215
	29,913,352	24,518,998
SELLING, GENERAL AND ADMINISTRATIVE	19,265,345	14,486,375
Income from operations	10,648,007	10,032,623
OTHER INCOME (EXPENSE)		
Other income (expense)	448,346	(39,840)
Interest income	4,921	5,817
Interest expense	(31,136)	(31,024)
NET INCOME	11,070,138	9,967,576
LESS NET INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST	112,536	206,632
INCOME ATTRIBUTABLE TO CONTROLLING INTEREST	$ 10,957,602	$ 9,760,944

The accompanying notes are an integral part of these consolidated financial statements.

TELMATE, LLC
CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY
Years Ended December 31, 2013 and 2012

	Controlling Interest Members' Equity	Noncontrolling Interest	Total
BALANCE, at January 1, 2012	$ 3,648,387	$ 149,480	$ 3,797,867
Member draws	(4,994,670)	-	(4,994,670)
Net income	9,760,944	206,632	9,967,576
BALANCE, at December 31, 2012	8,414,661	356,112	8,770,773
Member draws	(10,382,682)	(7,000)	(10,389,682)
Net income	10,957,602	112,536	11,070,138
BALANCE, at December 31, 2013	$ 8,989,581	$ 461,648	$ 9,451,229

The accompanying notes are an integral part of these financial statements.

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	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 11,070,138	$ 9,967,576
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation and amortization	1,360,703	700,192
Amortization of intangible assets and capitalized software development	673,416	239,551
Amortization of debt discount	30,885	31,186
Loss on disposals	171,624	-
Interest income from note receivable	(1,000)	-
Intangible asset impairment (Note 5)	-	2,111,317
Changes in operating assets and liabilities (net of assets acquired):		
Accounts receivable	(214,030)	(1,734)
Prepaids	(48,253)	(61,300)
Other current assets	(260,599)	83,537
Other non-current assets	(66,148)	(119,027)
Accounts payable	280,234	1,043,463
Accrued liabilities	623,762	13,795
Deferred revenue	516,072	782,692
Net cash provided by operating activities	14,136,804	14,791,248
CASH FLOWS USED IN INVESTING ACTIVITIES		
Purchase of property and equipment	(3,143,332)	(1,413,155)
Capitalization of software development	(2,616,713)	(1,024,270)
Issuance of note to related party	-	(100,047)
Net cash used in investing activities	(5,760,045)	(2,537,472)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term debt	(250,000)	(544,793)
Member distributions	(10,389,682)	(4,994,670)
Net cash used in financing activities	(10,639,682)	(5,539,463)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(2,262,923)	6,714,313
CASH AND CASH EQUIVALENTS, beginning of the period	11,377,569	4,663,256
CASH AND CASH EQUIVALENTS, end of period	$ 9,114,646	$ 11,377,569
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid for interest	$ 31,136	$ 31,024
Cash paid for taxes	$ 71,166	$ 40,274
NONCASH INVESTING AND FINANCING ACTIVITIES		
Acquisition of assets in exchange for notes payable	$ -	$ 1,524,698

The accompanying notes are an integral part of these financial statements.

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NOTE 1 – DESCRIPTION OF BUSINESS

Description of business – Telmate, LLC (the "Company") was founded in 1998 and provides inmate communication services throughout the United States and Canada. Telmate provides services to facilities of all sizes, ranging from city and county jails to State Department of Corrections (DOC) and federal facilities.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Principles of consolidation – The consolidated financial statements present the accounts of Telmate, LLC. All material intercompany balances and transactions have been eliminated in consolidation.

Intelmate, LLC (Intelmate), which provides management, and software development services to the Company is consolidated in the Company's financial results as Intelmate is considered a variable interest entity (Note 9). Non-controlling interest represents the non-controlling LLC members' proportionate share of the equity in Intelmate. All intercompany balances and transactions have been eliminated.

Cash and cash equivalents – The Company's cash and cash equivalents are maintained in checking and money market mutual fund accounts. The Company considers all highly liquid investments purchased with original maturities of three months or less to be cash equivalents.

Accounts receivable – Accounts receivable is reported at net realizable value and represents amounts that are invoiced to customer where persuasive evidence of an obligation exists. Amounts are charged to allowance for doubtful accounts as they are deemed uncollectible, based upon a periodic review. The Company evaluates the collectability of accounts receivable based on a combination of factors. In cases where the Company is aware of circumstances that may impair a specific customer's ability to meet its financial obligations, the Company records a specific allowance against amounts due, and thereby reduces the net recognized receivable to the amount the Company reasonably believes will be collected. For the remaining customers, the Company recognizes allowances for doubtful accounts based on the length of time the aggregate receivables are outstanding, the current business environment and historical experience. As management anticipates all accounts outstanding as of December 31, 2013 and 2012, to be collectible, it has not recorded an allowance for doubtful accounts.

Revenue recognition – The Company generates revenue from customers when calls are made at the detention center facilities. The Company commences revenue recognition when all of the following conditions are met:

- There is persuasive evidence of an arrangement;
- The service is being provided to the customer;
- The collection of the fees is probable; and
- The amount of fees to be paid by the customer is fixed or determinable.

The Company's arrangements with customers generally require prepayment before calls can be made by customers. The Company recognizes revenue when calls are made by customers. Deferred revenue represents proceeds received by the Company in advance of calls made by customers.

Property and equipment – Property and equipment are stated at cost, net of accumulated depreciation. Depreciation is provided on the straight-line method over the estimated useful lives of the assets, generally estimated to be three to fifteen years for capital equipment, three years for computers and servers, thirty nine years for buildings, five years for furniture and fixtures, three to five years for vehicles, and three years for software. Leasehold improvements are amortized using the straight-line method over the shorter of the remaining lease term or the estimated useful lives of the improvements. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized.

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Software development costs – Costs for the development of new software and enhancements to existing software to be used internally are capitalized in accordance with generally accepted accounting principles for the cost of computer software developed or obtained for internal use. Costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, internal and external costs, if direct and incremental, are capitalized until the software is substantially complete and ready for its intended use. Capitalization ceases upon completion of all substantial testing. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality.

The Company capitalized $2,616,713 and $1,024,270 of software development costs during the years ended December 31, 2013 and 2012, respectively. As of December 31, 2013 and 2012, total capitalized software development costs aggregated to $4,696,185 and $2,079,472, respectively. Amortization expense totaled $501,635 and $210,939 for the years ended December 31, 2013 and 2012, respectively. Accumulated amortization of capitalized software development costs was $800,242 and $298,607 as of December 31, 2013 and 2012, respectively. Amortization is calculated using the straight-line method over the estimated useful life of the asset, generally estimated to be five years.

Intangible assets – Intangible assets consist of customer contracts. These assets are being amortized on a straight-line basis over the period of expected benefit with no calculated residual value. The intangible assets that make up that amount are as follows:

Description	Period
Customer contracts	7 years

Impairment of long-lived assets – The Company assesses the impairment of long-lived assets, including intangibles on an annual basis or whenever events or changes in circumstances indicate the carrying amount of the asset may not be recoverable. Through December 31, 2013, there have been no such losses.

Cost of revenues – Cost of revenues primarily consists of commissions, equipment costs, network charges, wholesale carrier service charges, chargebacks, and other expenses.

Advertising – Advertising costs are expensed as incurred and amounted to $30,960 and $12,348 for the years ending December 31, 2013 and 2012, respectively.

Taxes imposed by governmental authorities – The Company's customers are subject to taxes assessed by various governmental authorities on many different types of revenue transactions with the Company. These specific taxes are charged to and collected from the Company's customers and subsequently remitted to the appropriate taxing authority. The taxes are accounted for on a net basis and excluded from revenues.

Concentrations of credit risk – Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company places its cash and cash equivalents with financial institutions that management believes are of high-credit quality.

The Company performs credit checks on its customers, and management periodically reviews credit risk associated with receivables and an allowance for doubtful accounts, if required, is established. Receivables are considered past due based upon invoice terms, and are charged off after all methods of collection have been exhausted. Because of inherent uncertainties in estimating the allowance for doubtful accounts, it is at least reasonably possible that the estimates used will change within the near term. At December 31, 2013, two customers comprised approximately 34% of the Company's accounts receivable balance. At December 31, 2012, one customer comprised approximately 31% of the Company's accounts receivable balance. For the years ended December 31, 2013 and 2012, one customer accounted for 23% and 25% of the Company's revenue, respectively.

Income taxes – As a limited liability company, the Company's taxable income or loss is allocated to members in accordance with their respective percentage ownership. Therefore, no provision or liability for income taxes has been included in the financial statements. In certain states, the Company has elected to be taxed as a corporation. Accordingly, such state income taxes are accounted for using an asset and liability approach. At December 31, 2013 and 2012, there were no material accrued taxes payable or deferred tax assets or liabilities, nor were there any current examinations by tax authorities.

The Company accounts for uncertainty in tax positions based on authoritative guidance which requires management to determine whether a tax position of the Company is more likely than not to be sustained upon examination, including resolution of any related appeals or litigation processes, based upon the technical merits of the position. For tax positions meeting the more likely than not threshold, the tax amount recognized in the financial statements is reduced by the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement with the relevant taxing authority. As of December 31, 2013 and 2012, the Company had some uncertain tax positions, related to income tax recognition, which the Company considered to be insignificant.

Recent accounting pronouncement – In March 2014, the Financial Accounting Standard Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-17, *Consolidation (Topic 810): Applying Variable Interest Entities Guidance to Common Control Leasing Arrangements* to create an accounting alternative permitting a private company to elect, when certain conditions are met, not to apply variable interest consolidation guidance to a lessor entity under common control. ASU No. 2014-17, which should be applied retrospectively to all periods presented, is effective for annual periods beginning after December 15, 2014, and interim periods within annual periods beginning after December 15, 2015. Early application is permitted, including application to any period for which the entity's annual or interim financial statements have not yet been made available for issuance. The Company is currently evaluating the impact of the ASU No. 2014-17 on the consolidated financial statements.

Reclassification – Certain amounts in the prior year consolidated financial statements have been reclassified to conform to the current year consolidated financial statement presentation. These reclassifications had no effect on net income or members' equity for the year ended December 31, 2012.

Subsequent events – Subsequent events are events or transactions that occur after the consolidated balance sheet date, but before the consolidated financial statements are available to be issued. The Company recognizes in the consolidated financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the consolidated balance sheet, including the estimates inherent in the process of preparing the consolidated financial statements.

The Company has evaluated subsequent events through July 15, 2014, which is the date the consolidated financial statements were available to be issued.

NOTE 3 – ACQUISITION

On October 1, 2012, Telmate, LLC acquired certain assets from a third party for total consideration of $1,524,800 in the form of a note payable (Note 5). The assets acquired from the third party allow the Company to service contracts owned by the third party related to telecommunication services for correctional facilities in Alabama and Georgia.

The Company evaluated the consideration received from the third party, and concluded that the assets acquired did not meet the definition of a business pursuant to Accounting Standards Codification Topic 805 ("ASC 805"), *Business Combinations*. As such, the Company has recorded the acquisition of the assets from the third party as an asset acquisition pursuant to ASC 805. Accordingly, the Company allocated the fair value of the consideration transferred to the identifiable assets acquired.

The following table summarizes the allocated value of identifiable assets acquired at the date of acquisition including the value of certain intangible assets determined by management:

Customer contracts	$	1,201,850
Capital equipment		315,450
Other assets		7,500
	$	1,524,800

Customer contracts represent the allocated fair value of the underlying agreements with customers. The fair value of intangible assets was based on the income approach.

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NOTE 4 – PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2013 and 2012:

	2013	2012
Capital equipment	$ 4,829,604	$ 3,285,825
Computers and servers	1,158,850	731,395
Buildings	527,790	423,471
Furniture and fixtures	688,936	245,900
Vehicles	360,111	197,903
Software	104,980	65,962
Leasehold improvements	182,428	33,276
	7,852,699	4,983,732
Less: accumulated depreciation and amortization	(2,588,786)	(1,330,824)
	$ 5,263,913	$ 3,652,908

Depreciation and amortization expense was $1,360,703 and $700,192 for the years ending December 31, 2013 and 2012, respectively.

NOTE 5 – NOTES PAYABLE

Asset acquisition note payable – The Company issued a note payable with total payments of $1,575,000 to a third party in exchange for certain assets (Note 3), which does not bear interest. Monthly principal payments under the note payable agreements are $18,750 through October 2019.

As the note was issued with a below market interest rate, the Company present valued the total payments of the note at a 0.93% rate, which approximated a market rate of interest at the inception of the note. The Company recorded a debt discount of $50,251 related to the difference in the present value and total payments at the inception of the note. The Company is amortizing the debt discount to interest expense using the effective interest method over the term of the note. During the years ended December 31, 2013 and 2012, the Company made advanced principal payments of $0 and $294,723 and recorded $11,416 and $3,319 of interest expense related to the amortization of the debt discount, respectively.

Note payable – On February 3, 2012, the Company entered into an agreement with a third party to resolve a dispute related to rights for certain telecommunications technology. The Company is not using, and has no intention to utilize the technology acquired in the agreement, and therefore, has recorded an expense of approximately $2 million as of the date of the agreement, which is included in selling, general and administrative expenses in the Company's consolidated statement of income.

The Company issued a note payable with total payments of $2,200,000 to finance that agreement, which does not bear interest. Quarterly principal payments under the note payable are $62,500 through November 2014, and $125,000 through November 2017.

As the note was issued with a below market interest rate, the Company present valued the total payments of the note at a 1.08% rate, which approximated a market rate of interest at the inception of the note. The Company recorded a debt discount of $88,683 related to the difference in the present value and total payments at the inception of the note. The Company is amortizing the debt discount to interest expense using the effective interest method over the term of the note. During the years ended December 31, 2013 and 2012, the Company made principal payments of $250,000 and recorded $19,469 and $27,643 of interest expense related to the amortization of the debt discount, respectively.

The table below summarizes the aggregate outstanding balance related to the Company's notes payable as of December 31, 2013 and 2012:

	2013	2012
Notes payable principal balance	$ 2,980,277	$ 3,230,277
Discount associated with notes payable	(76,984)	(107,869)
	$ 2,903,293	$ 3,122,408

At December 31, 2013 and 2012, the notes payable are presented as:

	2013	2012
Notes payable, current portion	$ 442,777	$ 250,000
Notes payable, net of current portion and discount	2,460,516	2,872,408
	$ 2,903,293	$ 3,122,408

Principal maturities on the notes payable are as follows:

2014	$ 442,777
2015	725,000
2016	725,000
2017	675,000
2018	225,000
Thereafter	187,500
	$ 2,980,277

NOTE 6 – INTANGIBLE ASSETS

Intangible assets at December 31, 2013 and 2012, consist of the following:

	2013	2012
Customer contracts	$ 1,201,850	$ 1,201,850
Less: accumulated amortization	(200,393)	(28,612)
	$ 1,001,457	$ 1,173,238

Estimated future amortization expense is as follows:

2014	$ 171,678
2015	171,678
2016	171,678
2017	171,678
2018	171,678
Thereafter	143,067
	$ 1,001,457

Aggregate amortization expense for the years ended December 31, 2013 and 2012, was $171,781 and $28,612, respectively.

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NOTE 7 – COMMITMENTS AND CONTINGENCIES

Commitments – The Company leases its facilities under a non-cancelable operating lease that expires in April 2015. In May 2013, the Company moved to another facility under a non-cancelable operating lease that expires in December 2019.

Future minimum lease payments for leases having remaining lease terms in excess of one year are as follows:

2014	$ 840,365
2015	857,061
2016	873,757
2017	890,453
2018	907,149
Thereafter	923,847
	$ 5,292,632

Rent expense was $499,463 and $228,657 for the years ended December 31, 2013 and 2012, respectively.

Contingencies – From time-to-time, in the normal course of business, the Company is a party to litigation matters that have involved and may involve in the future, among other things, claims related to trademark infringement as well as employment, contract, and property-related disputes. The Company is subject to claims and litigation arising in the ordinary course of business, however, the Company does not believe, based on currently available facts and circumstances, that the final outcome of these matters, taken individually or as a whole, will have a material adverse effect on the consolidated financial statements. The results of litigation are inherently uncertain and material adverse outcomes are possible. The Company does not have provided accruals for any legal matters in the consolidated financial statements as potential losses for such matters are not considered probably and reasonably estimate. However, because such matters are subject to many uncertainties, the ultimate outcomes are not predictable and there can be no assurance that the actual amounts required to satisfy any liabilities arising from the matters described above will not have a material adverse effect on the consolidated financial statements.

NOTE 8 – RETIREMENT PLAN

The Company has adopted, and contributes to a profit sharing 401(k) retirement plan. The plan covers substantially all employees who have worked more than 90 days with the Company. The Company made employer matching contributions of $58,071 and $3,864 to the plan for the years ended December 31, 2013 and 2012, respectively.

NOTE 9 – VARIABLE INTEREST ENTITY

Management analyzes the Company's variable interests including loans, guarantees, and equity investments to determine if the Company has any variable interests in variable interest entities (VIE). This analysis includes both qualitative and quantitative reviews. Qualitative analysis is based on an evaluation of the design of the entity, its organizational structure including decision making ability, and financial agreements. Quantitative analysis is based on the entity's forecasted cash flows. Generally accepted accounting principles require a reporting entity to consolidate a VIE when the reporting entity has a variable interest that provides it with a controlling financial interest in the VIE. The entity that consolidates a VIE is referred to as the primary beneficiary of that VIE. The Company uses qualitative and quantitative analyses to determine if it is the primary beneficiary of VIEs.

The Company has determined that Intelmate is a VIE, as Intelmate is dependent on support from Telmate to maintain its operations. The Company has also determined that it is the primary beneficiary of this VIE because of the financial support provided to Intelmate, thereby giving the Company the power to direct the activities of Intelmate that most significantly impact Intelmate's economic performance. The activities for which the power to direct was evaluated in making this determination included the direction of the Intelmate's software development, and the Company being Intelmate's sole customer. Accordingly, the Company has consolidated Intelmate.

Intelmate had total assets of $1,283,587 and $612,155, and liabilities of $821,939 and $256,043 at December 31, 2013 and 2012, respectively, and revenues of $7,599,015 and $5,051,051 for the years ended December 31, 2013 and 2012, respectively. All significant intercompany transactions and balances have been eliminated in consolidation.

Telmate®

Letter of Recommendation from the Oregon Department of Corrections

TRANSFORMING INMATE COMMUNICATIONS

Oregon
Kate Brown, Governor

Department of Corrections
Chief Financial Office
3601 State Street
Salem, OR 97301-4667
(503) 373-7557
FAX: (503) 371-8364

To: Whom it May Concern

From: Shelli Honeywell, Telmate Project Manager

Date: February 15, 2016

Subject: Recommendation

It is without hesitation that I write the following recommendation for Telmate. After awarding a contract back in 2012 to Telmate, the Oregon Department of Corrections (ODOC) has forged a partnership to facilitate inmate communications across the organization. ODOC chose to implement many of the services/products provided by Telmate because of the benefit of connecting adults in custody with friends and families. In 2010 a Minnesota study identified that there was a direct correlation between recidivism and the connectivity an adult in custody has with friends and family. Thus, ODOC has taken advantage of the following Telmate services and products to enhance these connections:

- Phones
  - BENEFIT:
    - Provides intelligence to internal affairs
    - Creates connections between Adults in Custody and friends and families

- Kiosk driven photo and messaging services
  - BENEFIT:
    - Provides intelligence to internal affairs
    - Decreases nuisance contraband
    - Creates connections between Adults in Custody and friends and families
- Video Visitation via Kiosk
  - BENEFIT:
    - Provides intelligence to internal affairs
    - Creates connections between Adults in Custody and friends and families

- Electronic Inmate Communications via kiosk
  Adults in Custody use the kiosk to communicate with internal staff.
  - BENEFIT:
    - Provides intelligence to internal affairs
    - Decreases nuisance contraband
    - Creates connections between Adults in Custody and friends and families

- Customer Service
  - 24/7 Call Center
  - On site dedicated account specialist
  - Senior Level Account Manager for ODOC
  - Executive leadership involvement
  - Corporate values and partnership
    - Department of Human Services partnership providing children of incarcerated parents access to Video Visitation
- Security:
  - Integrated Investigative Tool that identifies connections between the adults in custody population and all services provided. Friends and family are Telmate verified within a fully integrated and unified platform system that is accessible to staff through a web based dashboard.
  - Telmate acts a 3rd party vendor to receive secure and confidential credit card deposits into phone and trust accounts
  - The integrated system comes with security features critical to ODOC business
    - Adults in custody have photos taken when they log into kiosks to validate who they are
    - All adults in custody are provided a PINs
    - All products and outputs are reviewable by staff and Telmate
    - Telmate provides 3 way call verification

ODOC has seen many positive changes within the organization since implementing/deploying the Telmate products. We have seen a decrease in inmate on staff assaults, a decrease in segregation beds, a decrease in drug use, less nuisance contraband and overall better inmate behavior. The University of Oregon has been evaluating the impacts of the Telmate technology. Their research is indicating that putting video visitation into and institution has a direct relationship to a decrease in drug use and major misconducts by at least 5%. In addition, we have tracked our inmate population behavior and see less nuisance contraband, more visitations and have fewer segregation beds on line than over the last 25 years.

The Telmate products have been reliable and impactful on the adults in custody population. ODOC looks forward to continued research on the impacts on inmate communication technology within the organization and we hope to see a reduction in recidivism. Telmate has been outstanding in its customer service and has always partnered with ODOC to find solutions to an ever changing environment.

I highly recommend Telmate as a company and a partner. Their attention to details, ODOC's unique needs and our passion to impact our population has made them an excellent vendor for inmate communication technology for the Oregon Department of Corrections.

Telmate®

Resumes for Key Personnel

TRANSFORMING INMATE COMMUNICATIONS

Resumes for Key Personnel

On the following pages, Telmate has provided resumes for the key personnel for Wayne County.

Name & Position:	Theresa Crim, Project Manager & Support Team, Telmate
Experience:	Since 2011 Theresa has served as Project Manager on the installation team at Telmate, where she is responsible for performing installation related duties including site previews, creating scope of work for facility staff and install team, and managing and monitoring all steps of installation process for more than 45 projects across the country. She trains facility staff to use our system, leads inmate training on Telmate equipment and policies, and supports Friends and Family in the Lobby during the installation and beyond if needed.
Education:	B.S.; Eastern Oregon State College, LaGrande, OR
Qualifications:	Completed over 30 installs across the country Completed over 800 Facility Staff and Investigator trainings Account Manager; Telmate, LLC; 2011 – 2013 Managed 21 accounts across 5 states Provided support to sales, marketing, and operations
Certifications:	N/A
Total Years of Related Work Experience:	5

Name & Position:	Michael Boyer, Director of Installation, Telmate
Experience:	Director of Installation, Mike Boyer's extensive experience as a director of operations and installations positions him as an ideal candidate to oversee a smooth, efficient transition of service for your facility. He has served in this role at Telmate since 2003, and is an expert at how to run a successful installation. Mike is a leader in the field of inmate technology installation at correctional facilities of all types, including new builds, large facilities, and aging structures. He is a strategic and creative project manager and optimizes teams to stay on schedule even when faced with challenges. Mike has completed successful installations at multiple facilities across the country. He performed management of 14 site installations for the Oregon DOC transition. The success of this project earned Telmate the ODOC 2013 Contractor of the Year award. His focus is always on finding ways to make installations go more smoothly and efficiently. On a daily basis, Mike manages and organizes facility installs, site previews, and orders equipment. He also manages on site installations, hardware manufacturing, and is responsible for ongoing quality and service at Telmate accounts.
Education:	Boise State University, Boise, Idaho
Qualifications:	On-site management of the installation of inmate telephone services at 225 separate correctional institutions Mike's extensive experience as a director of operations and installations positions him as an ideal candidate to oversee a smooth, efficient transition of service for your facility. Mike has been with Telmate for the past five years. During his tenure he has worked as Operation Manager overseeing the payphone and inmate payphone divisions. Prior to joining Telmate Mike worked for three years as a general contractor for Clow Construction, a residential construction builder. Boyer has 10 years of heavy road construction experience ranging from bridge and road to excavation work for UCI. Boyer

	has also served as Job Foremen Supervisor for three years on Oregon State Prison expansion.
Certifications:	N/A
Total Years of Related Work Experience:	35 years in the Public Telecom industry

Name & Position:	Darren Wallace, VP of Business Development, Telmate
Experience:	With more than 15 years of experience in the communications sphere, Darren has honed his expert skills in technically-centered sales, business development, and information technology. Darren is a relationship builder and a strong public speaker and leader. He works to meet a client's overall needs, and his passion lies in uncovering unspoken needs and working with Telmate teams to meet those needs. Darren is a Sales and Business operations professional with a diverse background and a consistent focus: the customer. His primary objective is to create solutions and establish effective, trustworthy relationships with clients. In 2013, Darren was named as part of the Telmate team receiving the Contractor Award of the Year from the Oregon Department of Corrections.
Education:	B.S.; University of Washington; Seattle, WA
Qualifications:	Prior to joining Telmate, Mr. Wallace was instrumental in providing sales leadership within the SE United States for a premier Technology Consulting firm focused on Storage Solutions and Business Continuity Services for Fortune 500 clients. From 2004-2008, Mr. Wallace worked for BSG Clearing Solutions managing inmate telephone and other communication providers to ensure their billing infrastructure was sound while maximizing both revenue and investments; clients included Embarq, Sprint, Qwest, ATT, Cingular and other Tier 1 providers.
Certifications:	Oregon Department of Corrections 2013 Contractor of the Year
Total Years of Related Work Experience:	9

Name & Position:	Sheriff Rob Gordon, Director of Account Management, Telmate
Experience:	With 36 years of law enforcement experience, (retired) Sheriff Rob Gordon has a thorough understanding of what is important to law enforcement agencies and professionally managed jails. Rob's unique background in law enforcement allows him to connect directly to the concerns of Telmate clients and seek new ways to serve them. Since 2013, he has worked to provide an excellent experience for Telmate clients. As our Director of Account Management, he is responsible for the oversight of Telmate's Account Managers, who provide service to over 200 jails and prisons. In all of his work, Rob focuses on educating Account Managers on the concerns that clients face daily, and helping Account Managers to anticipate needs before they arise. Rob is a board member with the Pacific Northwest Chaplain's Association (a group that trains chaplains for law enforcement agencies) and with Accounting Aid For Fraud Victims (a non-profit group that assists law enforcement with forensic accounting examinations – primarily elder abuse cases). He remains active with the Oregon State Sheriff's Association, volunteering to assist with their Command College and other functions. Rob was selected as the Oregon Jail Manager of the Year in 1998 and 2001, and was twice named Oregon's Sheriff of the Year.
Education:	1994 graduate of the FBI National Academy 2003 Program for Senior Executives in State and Local Government at Harvard University B.A. (HR management) George Fox University and Certificate in public management from the Mark O. Hatfield School of Government, Portland State U.
Qualifications:	With 36 years of law enforcement experience, Sheriff Gordon has a thorough understanding of what is important to law enforcement agencies, and is well-equipped to make sure your Telmate experience is as satisfactory as possible.

Certifications:	Executive level certification in both police and corrections, Oregon Department of Public Safety Standards and Training. Lead Jail Inspector, Oregon State Sheriff's Association. Chair Oregon Jail Standards Committee (at retirement)
Total Years of Related Work Experience:	38

Name & Position:	Kelly O'Neil, Senior Account Manager, Telmate
Experience:	Kelly serves as the Senior Account Manager for Telmate. He has been with Telmate since 2008. His duties include overseeing management of all Telmate accounts, assisting account managers on inmate telephone system training, and SNAP training. Kelly supports facility operations for jails and correctional facilities that work with Telmate. He also manages and expands relationships with all levels of the facility, their vendors, and Telmate stakeholders. He provides ongoing communication and training support to ensure customer knowledge of and proficiency with system features. Kelly functions as the first point of escalation, the customer advocate, and liaison. He also provides support for the account managers in building close business relationships and quick resolution of technical issues. Above all, Kelly focuses on building strong relationships and providing world-class service. Kelly has significant experience with management of DOC contracts and account management with large accounts, including Montana and Oregon DOCs.
Education:	University of Idaho, BS, Business Marketing
Qualifications:	Kelly oversees management of all Telmate accounts, assists account managers on inmate telephone system training and SNAP training, and provides support for account managers on building close business relationships and prompt resolution of technical issues.
Certifications:	Oregon Department of Corrections Contractor Course, Qualified since 2012 Member, CURE Oregon (Inmate Advocacy Organization) Oregon Department of Corrections Contractor of the Year 2013
Total Years of Related Work Experience:	8

Name & Position:	Julio Alvarez, Regional Account Manager, Telmate
Experience:	Telmate Regional Account Manager Julio Alvarez has worked at Telmate for 5 years, beginning in an entry-level position and working his way up based on his expertise and excellence of work. He worked for Telmate as a technician in a facility in Lake County, Indiana for 2 years before being promoted to the position of Regional Account Manager for the states of Indiana, Wisconsin, Michigan, Illinois, Missouri, and Arizona. As an Account Manager he makes sure to visit his accounts several times a year to make sure our products meet our customers' expectations, as well as to submit and follow through with any requests they may have.
Education:	University of Idaho
Qualifications:	5 years of Telmate Experience 2 years of call center experience dealing with friends/family members 2 years of experience working onsite at Lake County, IN. duties included maintenance and service for phone systems, troubleshooting for cabling and electrical services, coordination with jail staff, kiosk services, video visitation station system maintenance, and tablet service and maintenance.
Certifications:	N/A
Total Years of Related Work Experience:	5

Name & Position:	Justin Tidwell, Service Manager, Telmate
Experience:	Justin oversees the achievement and maintenance of agreed customer service levels and standards, monitors the daily operations of the facility service team, prioritizes and delegates work tasks to ensure proper functioning of the department, ensures the necessary resources and tools are available for quality customer service delivery, monitors reports and database information.
Education:	Treasure Valley Community College, Ontario, Oregon
Qualifications:	Worked for over 5 years as a Service Technician maintaining over 30 facilities. And for over 3 years as an Account Manager maintaining 27 facilities. Has worked on several installations, facilitated staff and customer trainings, installed & maintained the first Telmate station and Telmate Tablet facility.
Certifications:	PREA: Responding to Sexual Abuse
Total Years of Related Work Experience:	10

Telmate®

Hardware Specifications

TRANSFORMING INMATE COMMUNICATIONS

TELMATE HARDWARE

Included is information about the following types of Telmate hardware in this section:

- **Telmate** Phones
- **Telmate** Phone TDD/TTY Devices
- **Telmate** Cordless Phones
- **Telmate** Lobby Kiosks
- **Telmate** Booking Kiosks
- **Telmate** Tablets
- **Telmate** Phone Uninterruptible Power Supply (UPS)
- **Telmate** Router
- **Telmate** Edge Switches
- **Telmate** AdTran (ATA)
- **Telmate** NetVanta

Telmate Phone

Telmate installs only the highest quality phones and parts available. All of our phones are designed specifically for correctional institutions and encased in high security, 14-gauge stainless steel. The armored keypads are constructed of heavy chrome metal and the handsets use armored cord with steel lanyards and heavy 14-gauge steel retainers. The phones contain no removable parts and are designed and installed in way that prevents safety hazards to users, and minimizes vandalism and destruction of property. Phones are well secured to walls and inmates cannot remove them. All phones are purchased, installed and maintained by Telmate.

Telmate uses the Quadrum Telecom 6Q2 and 7Q "Tough Guy" security phone models. Phones have a warranty of 12 months and Telmate will replace any broken phones, handsets or other phone equipment.

Server: Centos 6.x

Tough On The Outside. Reliable On The Inside.

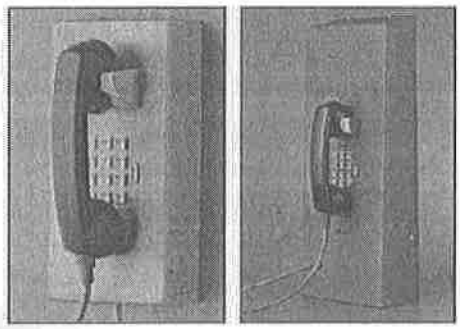
Quadrum Telecom's "Tough Guy" security phones are built to work harder, last longer and stand up to more abuse than any other prison phones/ coinless you can buy. Designed for compatibility with the local telephone company central office, as well as private service provider switches.

FEATURES

- Armor Dial Keypad 1/8" thick steel vandal resistant plate with built in volume control
- Off-hook micro switch hookswitch activation
- One-piece switch hool (reinforced metal housing)
- Four secutiry screws (6Q2).
- Five security screws (7Q)
- Tamper resistant housing system
- Transmitter sidetone reduction feature with three levels eliminates the need for expensive confidencer handsets
- Works with most call restrictors and auto-dialers

TWO YEAR WARRANTY

The Quadrum Telecom 6Q2 and 7Q are warranted to be free from defects in materials and workmanship for a period of two years from the date of shipment. Put an end to prison phone breakdowns with the "Tough Guys" from Quadrum telecom.



OPTIONS

- Stainless Steel or Bell Blue
- Instruction Card Window available on 7Q
- Ringer

SPECIFICATIONS

Operating Loop Current Range	20 mA and 80 mA
Transmit and Receive Response at Normal Volume	Meets EIA - 470
Meets Water Spray Test as Specified in Bellcore	TR-TSY-000456 7.2.2.2
Environmental - Operates in Relative Humididty of:	95% Condensing
Operating Temperature	-40 to +60 Decrees C
Meets ADA Requirements	
Hearing Aid Compatible	Meets EIA-RS-504
Dimensions: 6Q2	5.2"W x 10.7"H x 2.3"D
Dimensions: 7Q	7.5"Q x 231"H x 3.6"D (top); 4.6"D (bottom)

Call Customer Service Toll-Free at: 1-888-808-2000

Cut sheet from our telephone manufacturer.

TDD/TTY Devices

Telmate can provide your facilities with TTY/TDD devices as needed. Below is a sample TTY/TDD device (Harris Communications TDD Superprint 4425), which is fully compatible with our system, and Telmate can provide this specific model or a similar model of your choosing. ALL calls, including TDD/TTY calls, are routed through Telmate's secure, unified platform.

Superprint 4425

One of the most technologically advanced TTYs, the Superprint 4425 features a built-in printer, direct connect with two built-in phone jacks, plus auto-busy redial, three-way calling and TTY transfer. Auto answer takes messages when you aren't available.

Features:

- **Built-in 24 character printer** — prints everything you type in lowercase letters and everything the other person types in uppercase letters.
- **3 selectable print sizes** — choose from normal, bold or wide sizes.
- **32k memory** — enough to save hundreds of memos and telephone numbers.
- **Automatic date/time printing** — printed at the beginning of each call.
- **Turbo Code™ and Auto ID™** — Turbo Code® lets you have "real-time" conversations with other Turbo Code® TTYs while Auto ID™ indicates to other callers that you're using a TTY.
- **E-Turbo** — for simplified relay calling.

Superprint 4425 TDD/TTY Device

Cordless Phones

Telmate is able to provide Uniden WXI 2077 Waterproof Submersible cordless telephones and/or other wireless instruments (phones) for required areas. The portable phones provided are **compatible with the Telmate System** and support all the same features available on the inmate phones. For example, the facility will be able to monitor phone calls and require PIN codes and voice verification just like they do on the inmate phones. These features can also be turned off if the facility so wishes.

Uniden WXI 2077 Waterproof, **Submersible Cordless Phone**

The phone is features rubberized handgrips and high visibility color, and is waterproof up to three feet for 30 minues.

If desired, Telmate can also provide a hardened inmate phone on a cart or on rollers that will allow inmates to call from their cells. This style of phone requires only a phone cord to connect the moveable phone and a standard wall jack. This phone will operate identically to all other inmate phones (voice biometrics, calling rules, recording rules, etc.) and recordings will appear alongside all other inmate calls.

Telmate's ADA-Compliant Automated Lobby Kiosk

The Telmate kiosk offers friends & family a convenient, accessible and localized option to add funds to any inmate account. Deposits may be made to inmate prepaid accounts from any Telmate kiosk in any facility we service.

At Telmate we design, build & service our own lobby kiosks.

Our automated kiosks decrease the time facility staff would ordinarily spend accepting and processing payments from visitors, as well as expand payment options to include cash, credit and debit cards. When our kiosks are integrated with commissary systems, friends & family may also use them to deposit money into an inmate trust fund.

Please note that there are no servers, and there is no data storage hardware installed on-site in a standard installation. This minimizes the likelihood of an on-site failure, and means that no one facility is dependent on any other facility for the kiosk to be operational.

Features

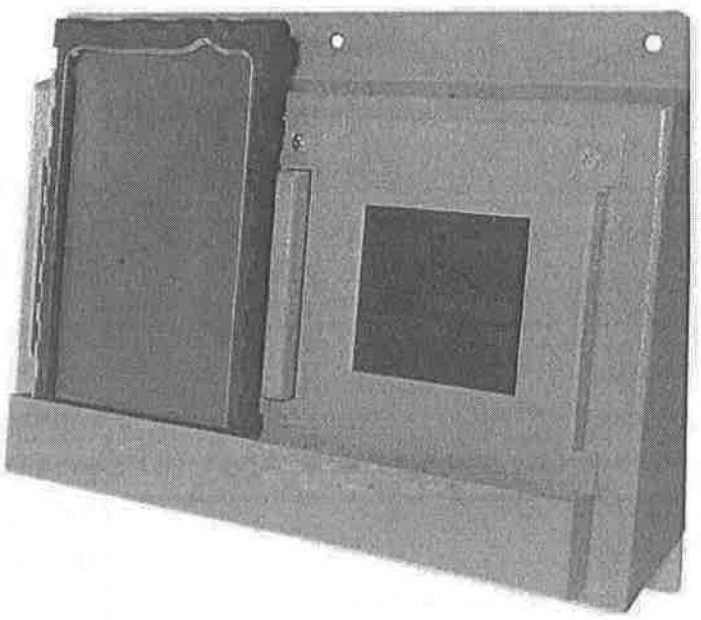
- Rugged powder-coated steel housing.
- Adjustable height integrated camera with full range of view.
- Full color touch screen monitor behind tamper-proof coating.
- ID Scanner plate for secure ID verification of depositors.
- Magnetic stripe reader for both ID and credit/debit cards.
- Cash intake device and receipt printer.
- Deposits can be audited directly through Telmate Command.

Specifications

Kiosk Dimensions	51"H x 18.5" W x 7" D
Kiosk Base Dimensions	18.5" W x 26" D
Meets ADA Requirements	YES

The Telmate Tablet

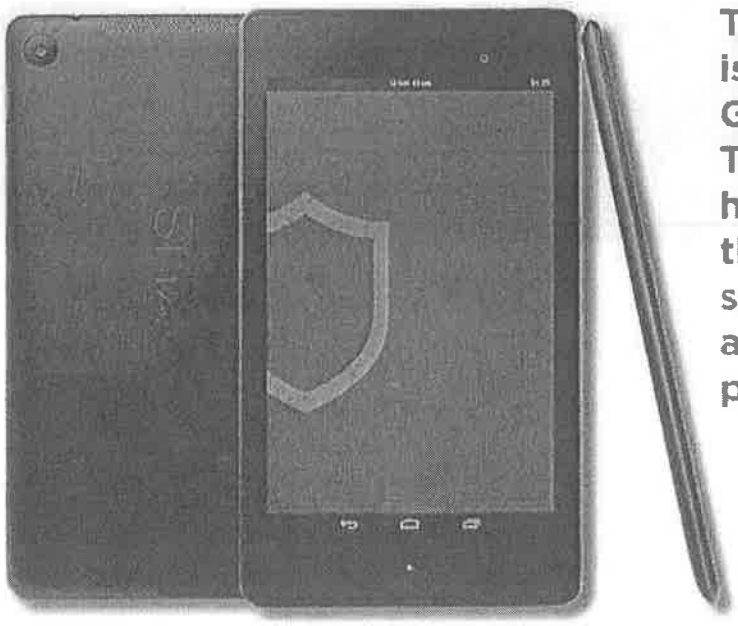
Representing a leap forward in inmate communication, the Telmate Tablet provides a wealth of self-help and communication options for inmates, as well as a new revenue source for facilities.



New inductive charging shelves charge without the use of a cord (same technology as electric toothbrushes).

Tablets can also be wall-mounted for use in high risk areas.

The Telmate Tablet is available today and already has both the largest install base and highest usage in the industry. Tablets currently generate over 2 million minutes of inmate usage per month and are fully deployed in facilities spanning 10 states.



The Telmate Tablet is a ruggedized, Google Nexus 7. The Telmate Tablet helps transform the way inmates spend their time and helps improve public safety.

Hardware Specifications - Telmate Tablet

Operating System	**Battery**
TelmateCustomOS (based on AndroidTM 4.1)	WiFi:9.5 hours, 4325mAh,*2
Display	16Wh Li-polymer
7" WXGA (1280x800) Screen	3G:9 hours, 4325mAh,*3
IPS Panel	16Wh Li-polymer
10 finger multi-touch support	**Dimensions**
Memory	198.5 x 120 x 10.45 mm
1GB	**Weight**
Storage	340g
16 GB*1	**Interface**
Camera	Headset Jack,
1.2 MP Front Camera	1x micro-USB,
Sensor	2x Digital microphone,
G-Sensor, Light Sensor, Gyroscope,	2x High Quality Speakers,
E-compass, GPS, NFC, Hall Sensor	1x Docking PIN
Server	
Ubuntu 14.04	

Notes:

*1: 8GB/16GB: May vary by SKU and country.

*2: Battery life may vary by use. Stated battery life measured by playing 720p video at 100 nits brightness, with an external headset, Wi-Fi turned on.

*3: Battery life may vary by use. Stated battery life measured by playing 720p video at 100 nits brightness, with an external headset, Wi-Fi turned on.

Uninterruptible Power Supply (UPS)

Each piece of equipment is plugged into an Uninterruptible Power Supply (UPS), ensuring they will continue to operate in the event of a power outage. Below is an example UPS Telmate has installed in several facilities, though the model we install at your facilities may vary based upon need.

APC HS 500

Specifications

Input Voltage (On-Line)	95 - 142 VAC
Input Frequency	47 - 63 HZ (autosensing)
Output Wave Form (On Battery)	Stepped Sine Wave
Maximum Load	500 VA 300 Watts
Operating Temperature	32 -104°F (0 to 40°C)
Storage Temperature	5 -113°F (-15 to 45°C)
Operating Humidity	10 - 90% non-condensing
Storage Humidity	10 - 95% non-condensing
Physical: (D x W x H)	14.65 x 8.85 x 4.13 in (37.2 x 22.5 x 10.5 cm)
Weight	16.3 lb (7.4 kg)
Typical Recharge Time	6 - 8 hours
EMI Classification	FCC Part 15
Approvals	cTUVus, FCC Part 15 FCC PArt 68, Industry Canada

Daily Tool Checklist

Below is a checklist of the tools used by the installation team.

Description	IN QTY	OUT QTY	Description	IN QTY	OUT QTY
Test set (Butt set)			Cold chissel		
Tone generator			Hammer		
Tone wand			Flat bar		
Punch Down Tool			Crescent wrench		
11 in 1 screwdriver			Tape measure		
Scissors			Needle nose pliers		
Can wrench			Vice grips		
Securty bit set			Channel locks		
Torpedo level			RJ45 crimper		
Wire strippers			Dikes		
Sharpie pens			Allen wrench set		
9v Batteries			Sawsall blades		
AA Batteries			Cutting wheels		
AAA Batteries			18 volt cordless drill		
Head lights			Power strip		
Hand Sanitizer			Fastenal drill bit set		
1/4 20 Tap			18 volt battery & charger		

Description	IN QTY	OUT QTY	Description	IN QTY	OUT QTY
Mag lights			18 volt cordless impact		
Hex head driver			18 volt cordless rotor hammer		
Phillip head driver			18 volt cordless grinder		
3/16 Masonry Bit			18 volt sawsall		
Velcro Tape Roll			Motorolla radios		
			Radio charges		

Date: _____

Approved By: _____

Notes:

Edge Router

EdgeRouter | Datasheet

EdgeMAX®

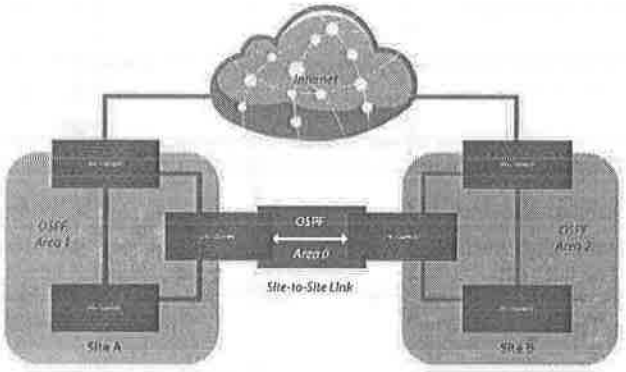
Advanced Routing Technology for the Masses

Introducing the EdgeRouter™ from Ubiquiti Networks™, part of the EdgeMAX® platform, EdgeRouters combine carrier-class reliability with enterprise-level features in a compact and affordable unit.

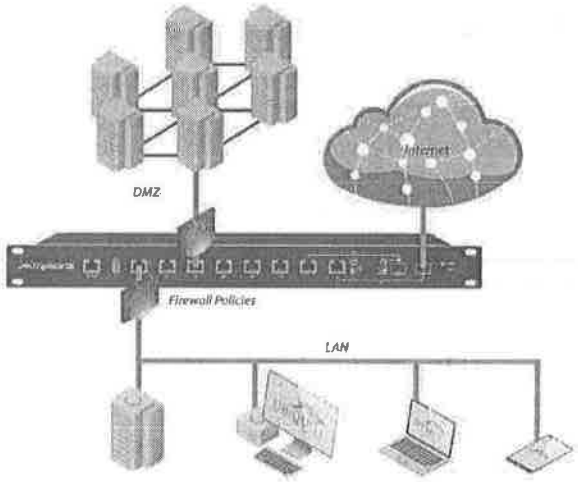
The EdgeRouter PoE and EdgeRouter Lite models are the world's first economical router capable of routing up to 1 million packets per second.

Available in a rackmountable form factor with eight functional ports, the EdgeRouter Pro and 8-Port EdgeRouter models are even faster, capable of routing up to 2 million+ packets per second.

Powered by a proprietary and intuitive graphical interface, EdgeOS™, EdgeRouters can easily be configured for routing, security, and management features required to efficiently run your network. For advanced network professionals, an integrated CLI is available for quick and direct access using familiar commands.



Typical Service Provider Deployment



Example of Enterprise Deployment with SFP Connection to the Internet

Manage Your Network

DHCP Server Set up multiple DHCP servers to assign IP ranges in different subnets on the different interfaces. Easily control dynamic and static IP addressing for your network devices.

Monitoring Tools Conveniently track network activity and devices from tools such as *Ping*, *Trace*, *Discover*, *Packet Capture*, and *Log Monitor*.

User Accounts Manage access to the EdgeRouter using unique administrator and operator accounts.

Secure Your Network

Firewall Policies Organize the rules you apply in the order you specify.

Firewall Groups Apply the policies to groups filtered by IP address, network address, or port number.

NAT Rules The EdgeRouter changes packet addressing based on your customized source and destination NAT rules.

Direct Traffic Flow

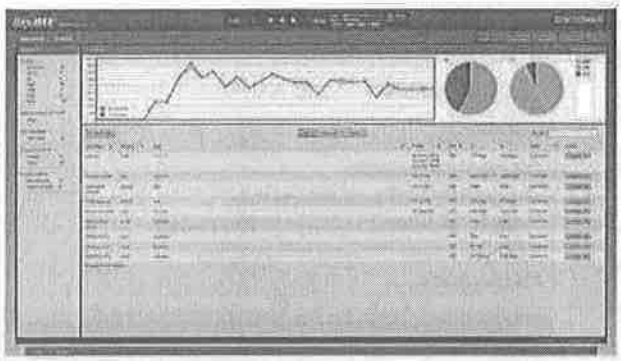
Interfaces Each Gigabit port functions as an independent interface. You can also configure Virtual Local Area Network (VLAN) interfaces for network segmentation.

Routing Configure static routes and dynamic routing protocols to effectively manage the routes used by the EdgeRouter.

With these capabilities and more, the EdgeRouter provides the centralized control you need to optimize the performance and reliability of your network.

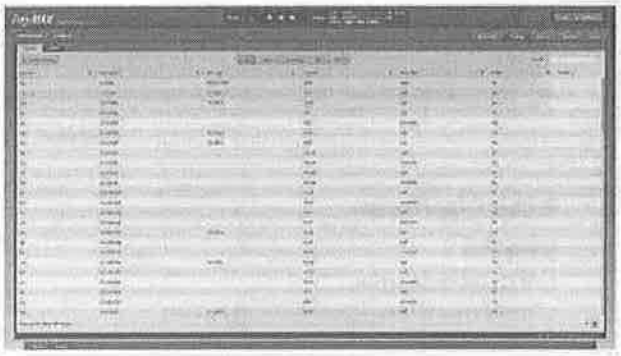
Intuitive User Interface

The EdgeRouter provides a graphical user interface designed for convenient setup and control. Accessed via a network port and web browser, the user-friendly interface provides intuitive management with a virtual view of the ports, displaying physical connectivity, speed, and status. The Dashboard displays detailed statistics: IP information, MTU, transmit and receive speeds, and status for each physical and virtual interface.



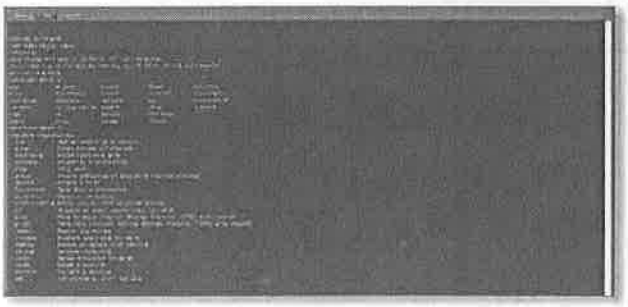
Powerful Features

EdgeOS is a sophisticated operating system loaded with robust features, including:

- Static routes and support of routing protocols: OSPF, RIP, and BGP
- Firewall policies and NAT rules
- DHCP services
- Quality of Service (QoS)
- Network administration and monitoring tools
- Comprehensive IPv6 support
- Choice of configuration methods: the graphical user interface to visualize the workings of your network or the Command Line Interface (CLI) to use advanced, command-driven configuration

Configuration by CLI

The CLI provides quick and flexible configuration by command line and features the following:

- For power users, configuration and monitoring of all advanced features
- Direct access to standard Linux tools and shell commands
- CLI access through the serial console port, SSH, Telnet, and the graphical user interface

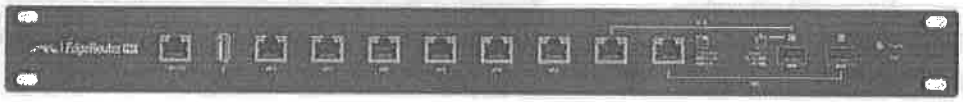


Models

EdgeRouter PRO

Model: ERPro-8

- (6) Gigabit routing ports
- (2) Gigabit RJ45/SFP combination ports
- 2 million+ packets per second for 64-byte packets
- 8 Gbps for packets 512 bytes or larger in size
- Rackmountable



Front Panel

Back Panel

8-Port EdgeRouter

Model: ER-8

- (8) Gigabit routing ports
- 2 million packets per second for 64-byte packets
- 8 Gbps for packets 512 bytes or larger in size
- Rackmountable

Front Panel

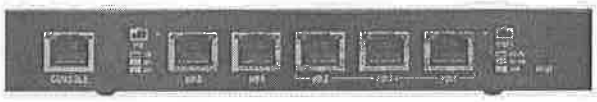
Back Panel

Models

EdgeRouter PoE

Model: ERPoe-5

- (5) Gigabit routing ports
- (5) PoE configurable ports
- Supports 24V or 48V* PoE
- (3) ports configurable for switching
- 1 million packets per second for 64-byte packets



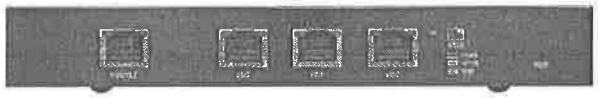
Front Panel

Back Panel

EdgeRouter Lite

Model: ERLite-3

- (3) Gigabit routing ports
- 1 million packets per second for 64-byte packets
- Silent, fanless operation
- Compact, durable metal casing



Front Panel

Back Panel

* 48V available when using 48VDC Power Adapter (not included)

EdgeOS™

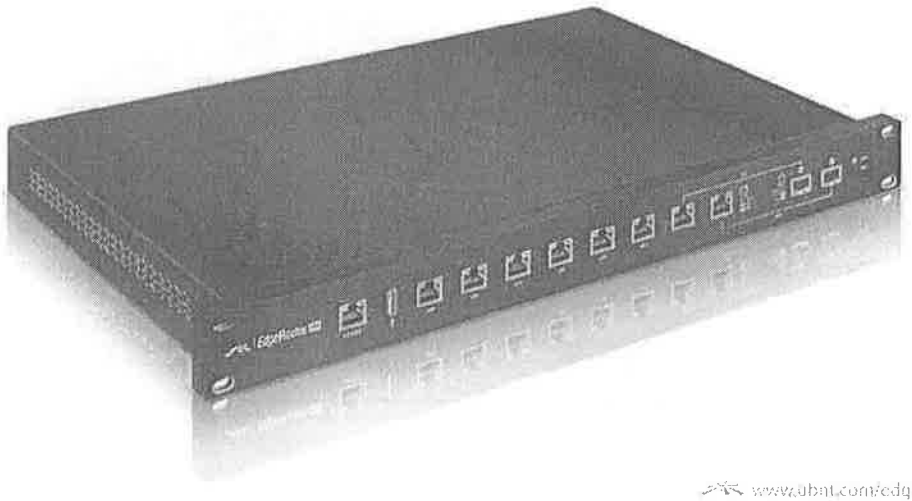
Software Specifications

EdgeOS	
Interface/Encapsulation	Ethernet 802.1q VLAN PPPoE GRE IP in IP Bridging Bonding (802.3ad)
Addressing	Static IPv4/IPv6 Addressing DHCP/DHCPv6
Routing	Static Routes OSPF/OSPFv3 RIP/RIPng BGP (with IPv6 Support) IGMP Proxy
Security	ACL-Based Firewall Zone-Based Firewall NAT
VPN	IPSec Site-to-Site and Remote Access OpenVPN Site-to-Site and Remote Access PPTP Remote Access L2TP Remote Access PPTP Client
Services	DHCP/DHCPv6 Server DHCP/DHCPv6 Relay Dynamic DNS DNS Forwarding VRRP RADIUS Client Web Caching PPPoE Server
QoS	FIFO Stochastic Fairness Queueing Random Early Detection Token Bucket Filter Deficit Round Robin Hierarchical Token Bucket Ingress Policing
Management	Web UI CLI (Console, SSH, Telnet) SNMP NetFlow LLDP NTP UBNT Discovery Protocol Logging

EdgeRouter™ PRO

Hardware Specifications

Model: ERPro-8	
Dimensions	484 x 164 x 44 mm (19.06 x 6.46 x 1.73 in)
Weight	2.3 kg (5.07 lb)
Max. Power Consumption	40 W
Power	Internal AC/DC Power Adapter, 60 W (24V, 2.5A)
Power Input	110 - 240VAC
Button	Reset
LED	Power
Processor	Dual-Core 1 GHz, MIPS64 with Hardware Acceleration for Packet Processing
System Memory	2 GB DDR3 RAM
On-Board Flash Storage	4 GB
Certifications	CE, FCC, IC
Rack-Mount	Yes
Operating Temperature	-10 to 45° C (14 to 113° F)
Operating Humidity	10 - 90% Non-Condensing
Layer 3 Forwarding Performance	
Packet Size: 64 Bytes	2,400,000 pps
Packet Size: 512 Bytes or Larger	8 Gbps (Line Rate)
LEDs Per Port	
Serial Console Port	Speed/Link/Activity
Data Ports	
Networking Interfaces	
Serial Console Port	(1) RJ45 Serial Port
Data Ports	(6) 10/100/1000 RJ45 Ports (2) 10/100/1000 RJ45/SFP Combination Ports

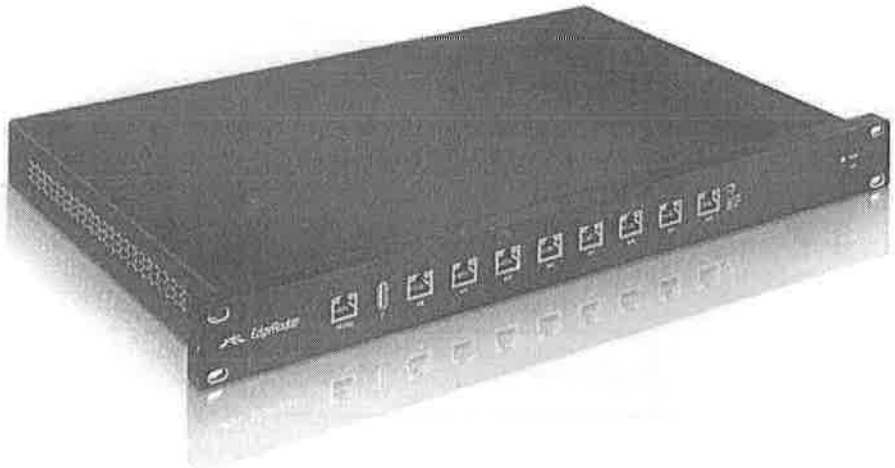


EdgeRouter | Datasheet

EdgeRouter™

Hardware Specifications

Model: ER-8	
Dimensions	484 x 164 x 44 mm (19.06 x 6.46 x 1.73 in)
Weight	2.3 kg (5.07 lb)
Power	35 W
Power Method	Internal AC/DC Power Adapter, 60 W (24V, 2.5A)
Power Supply	110 - 240VAC
Button	Reset
LED	Power
Processor	Dual-Core 800 MHz, MIPS64 with Hardware Acceleration for Packet Processing
System Memory	2 GB DDR3 RAM
On-Board Flash Storage	4 GB
Certifications	CE, FCC, IC
Rack-Mount	Yes
Operating Temperature	-10 to 45° C (14 to 113° F)
Operating Humidity	10 - 90% Non-Condensing
Layer 3 Forwarding Performance	
Packet Size: 64 Bytes	2,000,000 pps
Packet Size: 512 Bytes or Larger	8 Gbps (Line Rate)
LEDs Per Port	
Serial Console Port	
Data Ports	Speed/Link/Activity
Networking Interfaces	
Serial Console Port	(1) RJ45 Serial Port
Data Ports	(8) 10/100/1000 Ethernet Ports



www.ubnt.com/edgemax

*Edge*Router™ PoE

Hardware Specifications

Model: ERPoe-5	
Dimensions	200 x 90 x 30 mm (7.87 x 3.54 x 1.18 in)
Weight	360 g (12.7 oz)
Max. Power Consumption	60 W
Power	24VDC, 2.5A Power Adapter (Included)
Power Input	24VDC Input (Supported Range: 18 to 26VDC) or 48VDC Input (Supported Range: 38 to 54VDC)
Power Connector Size	DC Power Jack, 2.1 mm 2.1 mm ID, 5.5 mm OD
Button	Reset
Processor	Dual-Core 500 MHz, MIPS64 with Hardware Acceleration for Packet Processing
System Memory	512 MB DDR2 RAM
On-Board Flash Storage	2 GB
Certifications	CE, FCC, IC
Wall-Mount	Yes
Operating Temperature	-10 to 45° C (14 to 113° F)
Operating Humidity	10 - 90% Non-Condensing
Layer 3 Forwarding Performance	
Packet Size: 64 Bytes	1,000,000 pps
Packet Size: 512 Bytes or Larger	3 Gbps (Line Rate)
LEDs Per Port	
Serial Console Port	Power
Data Ports	PoE, Speed/Link/Activity
PoE Configurable Per Port	
Serial Console Port	N/A
Data Ports	Off/24V/48V*
Networking Interfaces	
Serial Console Port	(1) RJ45 Serial Port
Data Ports	(2) 10/100/1000 Ethernet Router Ports (3) 10/100/1000 Ethernet Router/Switch Ports

PoE with 24VDC Power Adapter	
PoE Out Voltage Range	22-24VDC
Max. PoE Wattage Per Data Port	12 W (24V)
Max. PoE Wattage Combined for All 5 Data Ports	50 W
PoE Method	Passive

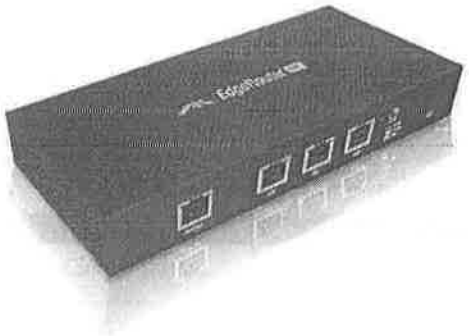
PoE with 48VDC Power Adapter (Not Included)	
PoE Out Voltage Range	22-24VDC / 45-48VDC
Max. PoE Wattage Per Data Port	12 W (24V), 24 W (48V)
Max. PoE Wattage Combined for All 5 Data Ports	50 W
PoE Method	Passive

* [illegible] 48VDC Power Adapter (not included)

EdgeRouter™ LITE

Hardware Specifications

Model: ERLite-3	
Dimensions	200 x 90 x 30 mm (7.87 x 3.54 x 1.18 in)
Weight	345 g (12.17 oz)
Max. Power Consumption	7 W
Power	12VDC, 1A Power Adapter (Included)
Power Input	9 to 24VDC Supported Voltage Range
Button	Reset
Processor	Dual-Core 500 MHz, MIPS64 with Hardware Acceleration for Packet Processing
System Memory	512 MB DDR2 RAM
On-Board Flash Storage	2 GB
Certifications	CE, FCC, IC
Wall-Mount	Yes
Operating Temperature	-10 to 45° C (14 to 113° F)
Operating Humidity	10 - 90% Non-Condensing
Layer 3 Forwarding Performance	
Packet Size: 64 Bytes	1,000,000 pps
Packet Size: 512 Bytes or Larger	3 Gbps (Line Rate)
LEDs Per Port	
Serial Console Port	Power
Data Ports	Speed/Link/Activity
Networking Interfaces	
Serial Console Port	(1) RJ45 Serial Port
Data Ports	(3) 10/100/1000 Ethernet Ports



All specifications in this document are subject to change without notice.
Ubiquiti products are sold with a limited warranty described at www.ubnt.com/support/warranty

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www.ubnt.com/edgemax

UBIQUITI NETWORKS

www.ubnt.com

JL031814

Edge Switches

Available with 24 or 48 RJ45 Gigabit ports, the EdgeSwitch™delivers robust performance, PoE+ support and intelligent switching for growing networks.

EdgeSwitch | DATASHEET

EdgeMAX®

Advanced Switching Technology for the Masses

Build and expand your network with Ubiquiti Networks® EdgeSwitch™, part of the EdgeMAX® line of products. The EdgeSwitch is a fully managed, PoE+ Gigabit switch, delivering robust performance and intelligent switching for growing networks.

The EdgeSwitch offers an extensive suite of advanced Layer-2 switching features and protocols, and also provides Layer-3 routing capability.

Switching Performance

The EdgeSwitch offers the forwarding capacity to simultaneously process traffic on all ports at line rate without any packet loss.

For its total, non-blocking throughput, the 24-port models support up to 26 Gbps, while the 48-port models support up to 70 Gbps.

PoE+ Flexibility

The EdgeSwitch models are available with 24 or 48 PoE Gigabit Ethernet ports of auto-sensing IEEE 802.3af/at or configurable 24V Passive PoE to simplify your infrastructure.

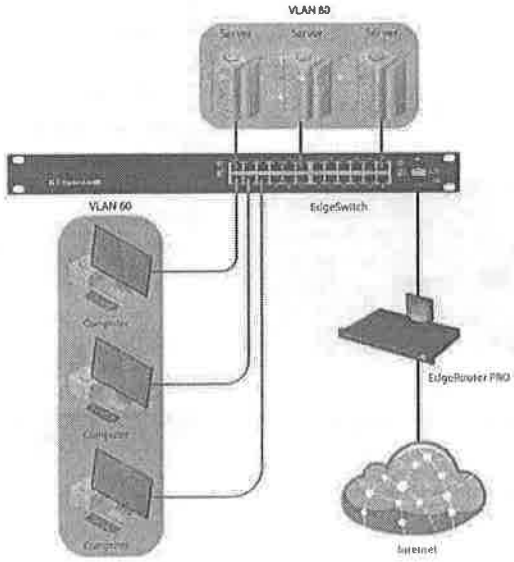
By default, the EdgeSwitch automatically detects 802.3af/at devices so they automatically receive PoE. For 24V Passive PoE devices, manually enable 24V passive PoE using the EdgeSwitch Configuration Interface.

Fiber Connectivity

The EdgeSwitch provides fiber connectivity options for your growing networks. The 24-port models include two SFP ports, providing up to 1 Gbps uplinks.

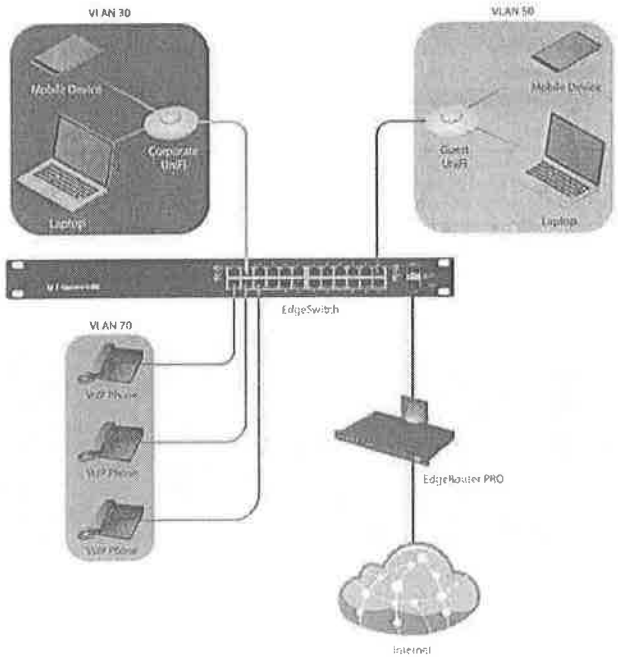
For high-capacity uplinks, the 48-port models include two SFP and two SFP+ ports, providing up to 10 Gbps uplinks.

Deployment Examples



VLANs for Servers and Computers

The EdgeSwitch connects to the Ubiquiti EdgeRouter™ PRO via an SFP uplink.



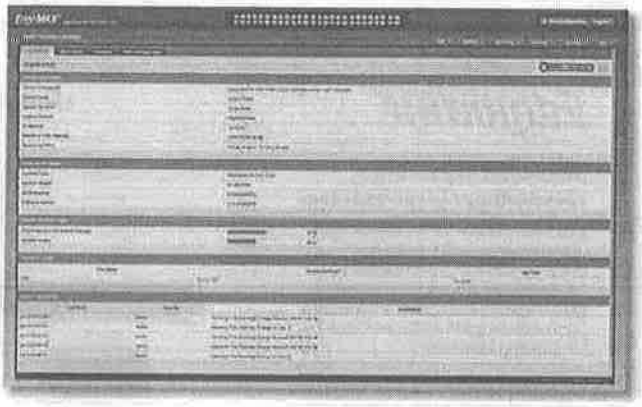
VLANs for Corporate Wireless, Guest Wireless, and VoIP

For wireless access, two Ubiquiti UniFi™ Access Points connect to the EdgeSwitch.

Comprehensive User Interface

Designed for convenient management, the EdgeSwitch Configuration Interface allows administrators to configure and monitor switch features in a graphical user interface.

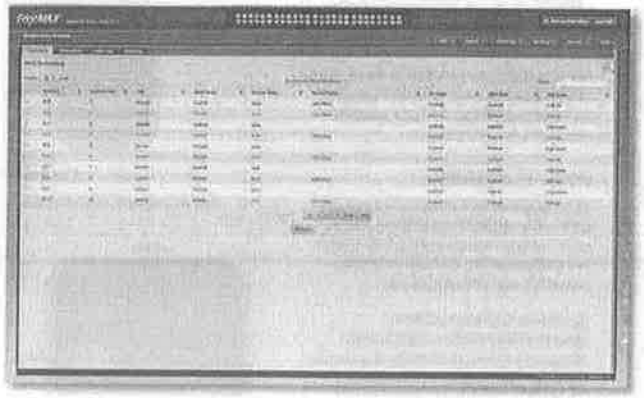
For advanced users, an industry-standard command-line interface (CLI) is available through the serial console port, telnet, and SSH.

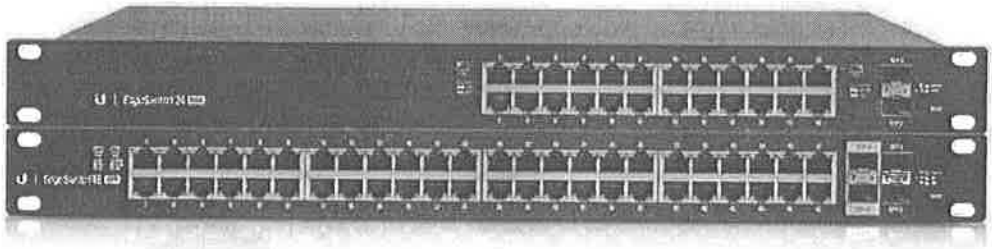


Powerful Functionality

The EdgeSwitch uses a sophisticated operating system that provides basic switching features, PoE configuration per port, and a variety of advanced features including:

- MSTP/RSTP/STP
- VLAN, Private VLAN, Voice VLAN
- Link Aggregation
- DHCP Snooping, IGMP Snooping
- TACACS+, RADIUS, 802.1X, MAC Filtering, ACL
- DiffServ, CoS
- Static Routing, Policy-Based Routing



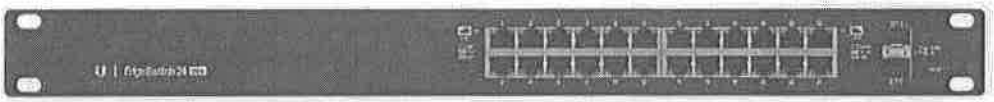


Models

EdgeSwitch 24 (250W Model)

Model: ES-24-250W

- (24) Gigabit RJ45 Ports
- (2) SFP Ports
- (1) Serial Console Port
- Non-Blocking Throughput: 26 Gbps
- Switching Capacity: 52 Gbps
- Forwarding Rate: 38.69 Mpps
- Maximum Power Consumption: 250W
- Supports POE+ IEEE 802.3at/af and 24V Passive PoE
- Rackmountable



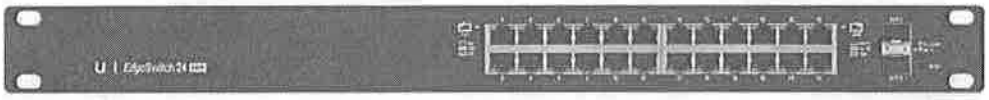
Front Panel

Back Panel

EdgeSwitch 24 (500W Model)

Model: ES-24-500W

- (24) Gigabit RJ45 Ports
- (2) SFP Ports
- (1) Serial Console Port
- Non-Blocking Throughput: 26 Gbps
- Switching Capacity: 52 Gbps
- Forwarding Rate: 38.69 Mpps
- Maximum Power Consumption: 500W
- Supports POE+ IEEE 802.3at/af and 24V Passive PoE
- Rackmountable



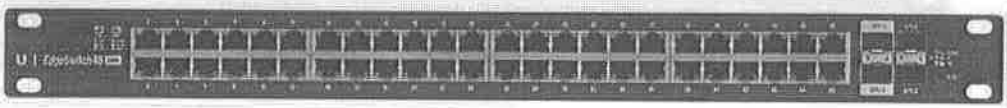
Front Panel

Back Panel

EdgeSwitch 48 (500W Model)

Model: ES-48-500W

- (48) Gigabit RJ45 Ports
- (2) SFP+ Ports
- (2) SFP Ports
- (1) Serial Console Port
- Non-Blocking Throughput: 70 Gbps
- Switching Capacity: 140 Gbps
- Forwarding Rate: 104.16 Mpps
- Maximum Power Consumption: 500W
- Supports POE+ IEEE 802.3at/af and 24V Passive PoE
- Rackmountable



Front Panel

Back Panel

EdgeSwitch 48 (750W Model)

Model: ES-48-750W

- (48) Gigabit RJ45 Ports
- (2) SFP+ Ports
- (2) SFP Ports
- (1) Serial Console Port
- Non-Blocking Throughput: 70 Gbps
- Switching Capacity: 140 Gbps
- Forwarding Rate: 104.16 Mpps
- Maximum Power Consumption: 750W
- Supports POE+ IEEE 802.3at/af and 24V Passive PoE
- Rackmountable

Front Panel

Back Panel

EdgeSwitch 24

Hardware Specifications

ES-24-250W, ES-24-500W	
Dimensions	485 x 43.7 x 285.4 mm (19.09 x 1.72 x 11.24")
Weight ES-24-250W ES-24-500W	 4.7 kg (10.4 lb) 4.8 kg (10.6 lb)
Total Non-Blocking Throughput	26 Gbps
Switching Capacity	52 Gbps
Forwarding Rate	38.69 Mpps
Max. Power Consumption ES-24-250W ES-24-500W	 250W 500W
Power Method	100-240VAC/50-60 Hz, Universal Input
Power Supply ES-24-250W ES-24-500W	 AC/DC, Internal, 250W DC AC/DC, Internal, 500W DC
LEDs Per Port Serial Console Port RJ45 Data Ports SFP Data Ports	 N/A PoE, Speed/Link/Activity Speed/Link/Activity
Networking Interfaces	(24) 10/100/1000 Mbps RJ45 Ethernet Ports (2) 1 Gbps SFP Ethernet Ports
Management Interface	(1) RJ45 Serial Port, Ethernet In/Out Band
Certifications	CE, FCC, IC
Rackmount	Yes, 1U High
ESD/EMP Protection	Air: ±24 kV, Contact: ±24 kV
Operating Temperature	-5 to 40° C (23 to 104° F)
Operating Humidity	5 to 95% Noncondensing
Shock and Vibration	ETSI300-019-1,4 Standard

PoE Per Port	
PoE Interfaces	POE: IEEE 802.3af/at (Pins 1, 2+, 3, 6-) 24VDC Passive PoE (Pins 4, 5+, 7, 8-)
Max. PoE+ Wattage per Port by PSE	34.2W
Voltage Range 802.3at Mode	50-57V
Max. Passive PoE Wattage per Port	17W
24V Passive PoE Voltage Range	20-27V

*Edge*Switch™48

Hardware Specifications

ES-48-500W, ES-48-750W	
Dimensions	485 x 43.7 x 374.6 mm (19.09 x 1.72 x 14.75")
Weight ES-48-500W ES-48-750W	 6.1 kg (13.5 lb) 6.5 kg (14.3 lb)
Total Non-Blocking Throughput	70 Gbps
Switching Capacity	140 Gbps
Forwarding Rate	104.16 Mpps
Max. Power Consumption ES-48-500W ES-48-750W	 500W 750W
Power Method	100-240VAC/50-60 Hz, Universal Input
Power Supply ES-48-500W ES-48-750W	 AC/DC, Internal, 500W DC AC/DC, Internal, 750W DC
LEDs Per Port Serial Console Port RJ45 Data Ports SFP+/SFP Data Ports	 N/A PoE, Speed/Link/Activity Speed/Link/Activity
Networking Interfaces	(48) 10/100/1000 Mbps RJ45 Ethernet Ports (2) 1/10 Gbps SFP+ Ethernet Ports (2) 1 Gbps SFP Ethernet Ports
Management Interface	(1) RJ45 Serial Port, Ethernet In/Out Band
Certifications	CE, FCC, IC
Rackmount	Yes, 1U High
ESD/EMP Protection	Air: ±24 kV, Contact: ±24 kV
Operating Temperature	-5 to 40° C (23 to 104° F)
Operating Humidity	5 to 95% Noncondensing
Shock and Vibration	ETSI300-019-1.4 Standard

PoE Per Port	
PoE Interfaces	POE+ IEEE 802.3at/af (Pins 1, 2+; 3, 6-) 24VDC Passive PoE (Pins 4, 5+; 7, 8-)
Max. PoE+ Wattage per Port by PSE	34.2W
Voltage Range 802.3at Mode	50-57V
Max. Passive PoE Wattage per Port	17W
24V Passive PoE Voltage Range	20-27V

EdgeMAX®

Software Specifications

Software Information	
Core Switching Features	• ANSI/TIA-1057: LLDP-Media Endpoint Discovery (MED) • IEEE 802.1AB: Link Layer Discovery Protocol (LLDP) • IEEE 802.1D: Spanning Tree Compatibility • IEEE 802.1S: Multiple Spanning Tree Compatibility • IEEE 802.1W: Rapid Spanning Tree Compatibility • IEEE 802.1Q: Virtual LANs with Port-Based VLANs • IEEE 802.1p: Ethernet Priority with User Provisioning and Mapping • IEEE 802.1X: Port-Based Authentication with Guest VLAN Support • IEEE 802.3: 10BASE-T • IEEE 802.3u: 100BASE-T • IEEE 802.3ab: 1000BASE-T • IEEE 802.1ak: Virtual Bridged Local Area Networks - Amendment 07: Multiple Registration Protocol • IEEE 802.3ac: VLAN Tagging • IEEE 802.3ad: Link Aggregation • IEEE 802.3x: Flow Control • IEEE 802.1D-2004: Generic Attribute Registration Protocol: Clause 12 (GARP) • IEEE 802.1D-2004: Dynamic L2 multicast registration: Clause 10 (GMRP) • IEEE 802.1Q-2003: Dynamic VLAN registration: Clause 11.2 (GVRP) • RFC 4541: Considerations for Internet Group Management Protocol (IGMP) Snooping Switches • RFC 5171: Unidirectional Link Detection (UDLD) Protocol
Advanced Layer 2 Features	• Broadcast Storm Recovery • Broadcast/Multicast/Unknown Unicast Storm Recovery • DHCP Snooping • IGMP Snooping Querier • Independent VLAN Learning (IVL) Support • Jumbo Ethernet Frame Support • Port MAC Locking • Port Mirroring • Protected Ports • Static MAC Filtering • TACACS+ • Voice VLANs • Unauthenticated VLAN • Internal 802.1X Authentication Server

Software Information	

Platform Specifications	• DHCP Server
	  • Maximum Number of Pools: 8
	  • Maximum Number of Leases (Total): 128
	• Routing
	  • Number of Routes: 16
	  • Number of Routing Interfaces: 15
	• VLANs: 255
	• MAC Addresses: 8k
	• MSTP Instances: 4
	• LAGs: 6
	• ACLs: 100 with 10 Rules per Port
	• Traffic Classes (Queues): 8

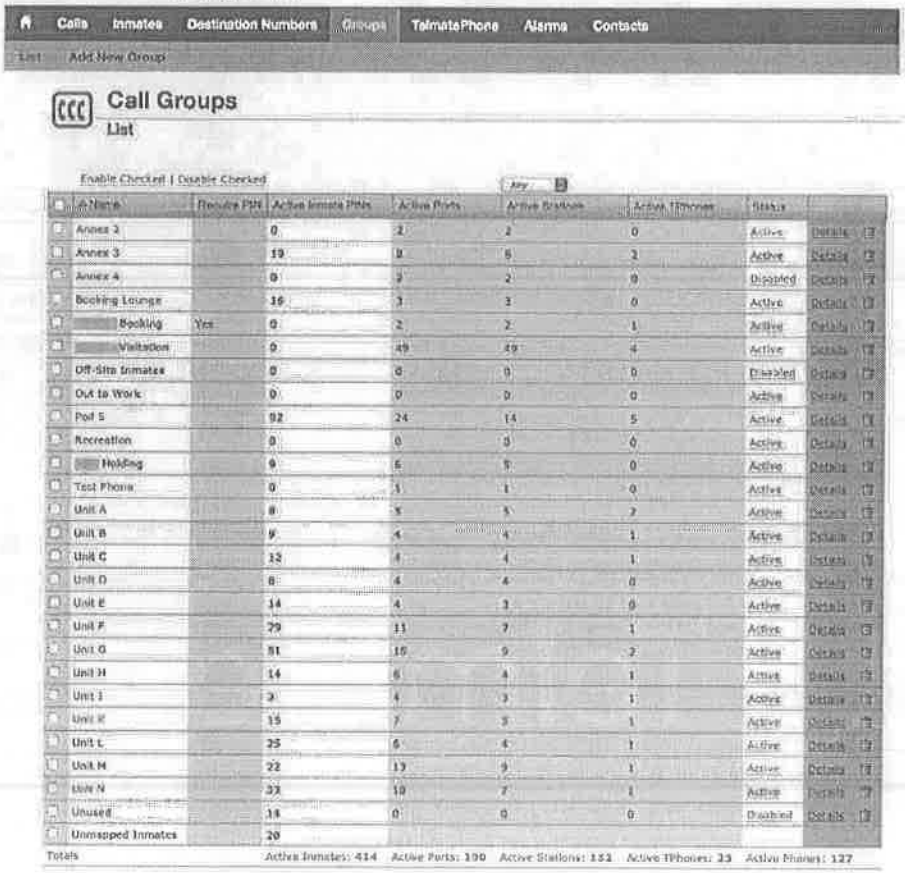
System Facilities	• Event and Error Logging Facility • Run-Time and Configuration Download Capability • PING Utility • FTP/TFTP Transfers via IPv4/IPv6 • Malicious Code Detection • BootP and DHCP • RFC 2021: Remote Network Monitoring Management Information Base Version 2 • RFC 2030: Simple Network Time Protocol (SNTP) • RFC 2819: Remote Network Monitoring Management Information Base • RFC 2865: RADIUS Client • RFC 2866: RADIUS Accounting • RFC 2868: RADIUS Attributes for Tunnel Protocol Support • RFC 2869: RADIUS Extensions • RFC 3579: RADIUS Support for EAP • RFC 3580: IEEE 802.1X RADIUS Usage Guidelines • RFC 3164: BSD Syslog Protocol
Management	• Web UI • Industry-Standard CLI • IPv6 Management • Password Management • Autoinstall Support for Firmware Images and Configuration Files • SNMP v1, v2, and v3 • SSH 1.5 and 2.0 • SSL 3.0 and TLS 1.0 • Secure Copy (SCP) • Telnet (Multi-Session Support)
Layer 3 Routing	• Static Routing • Policy Based Routing

Telmate®

Telmate Marketing Materials

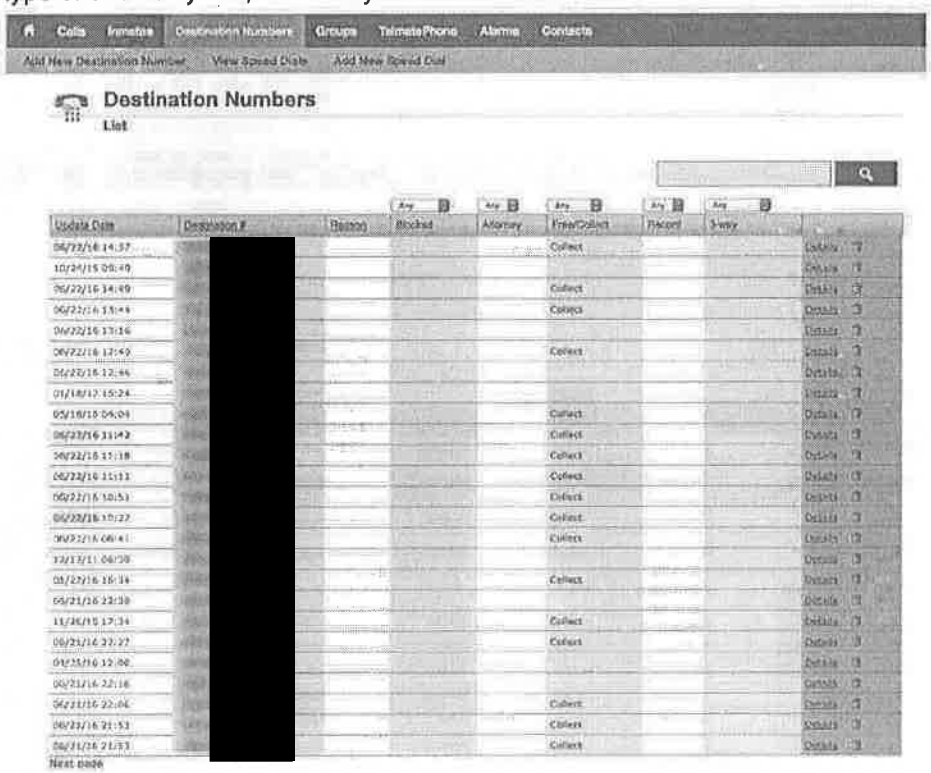
TRANSFORMING INMATE COMMUNICATIONS

By clocking **Groups**, WCSO staff can see the status of phones, and the inmates that have access to them, by group.



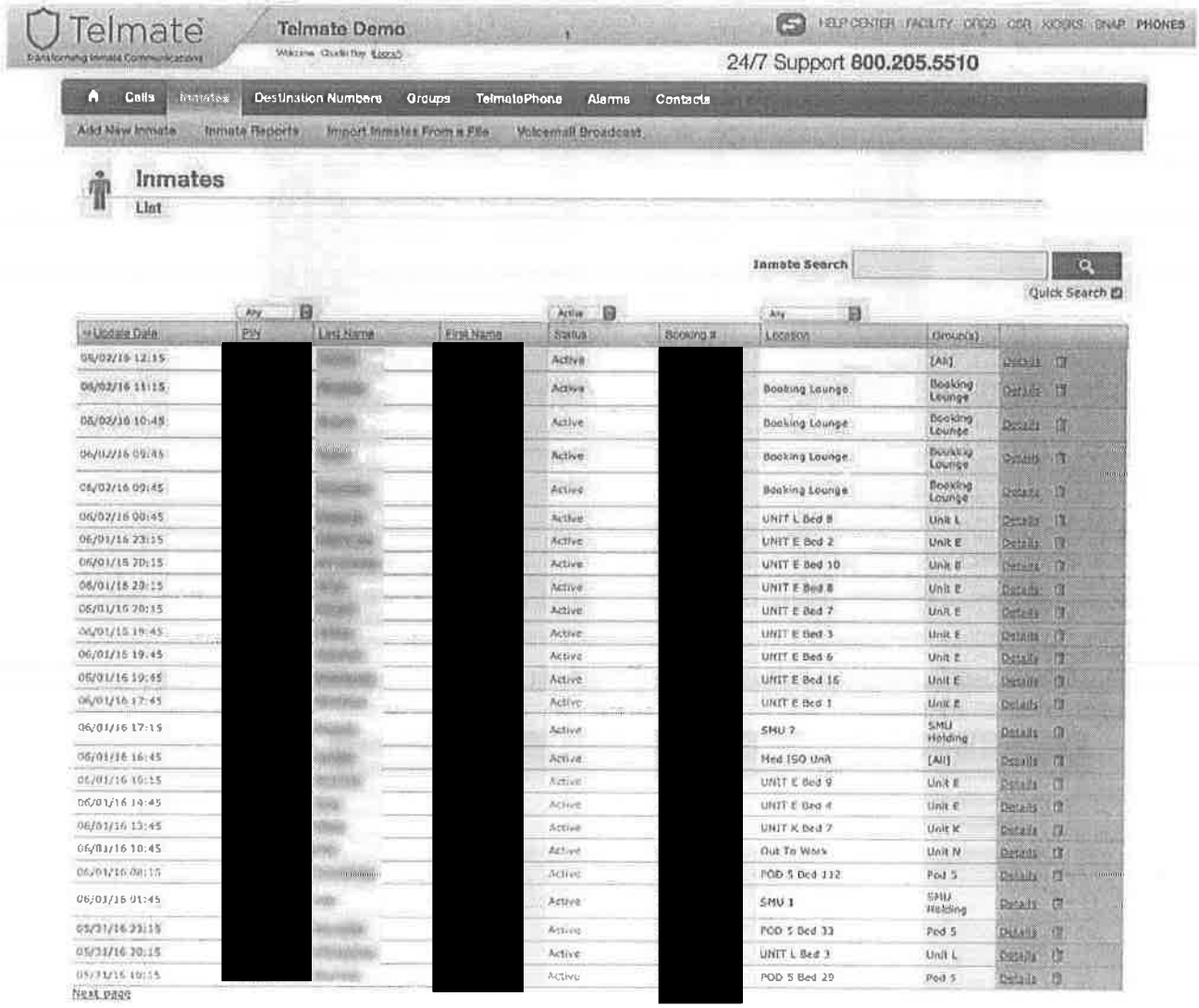
By clicking Details, WCSO staff can see the phones assigned to that group, as well as the type of phone it is, and can set Alarms, get call records, and much more.

By clicking **Destination Numbers**, WCSO staff can easily see outgoing calls from inmates, the type of calls they are, and many other status items.

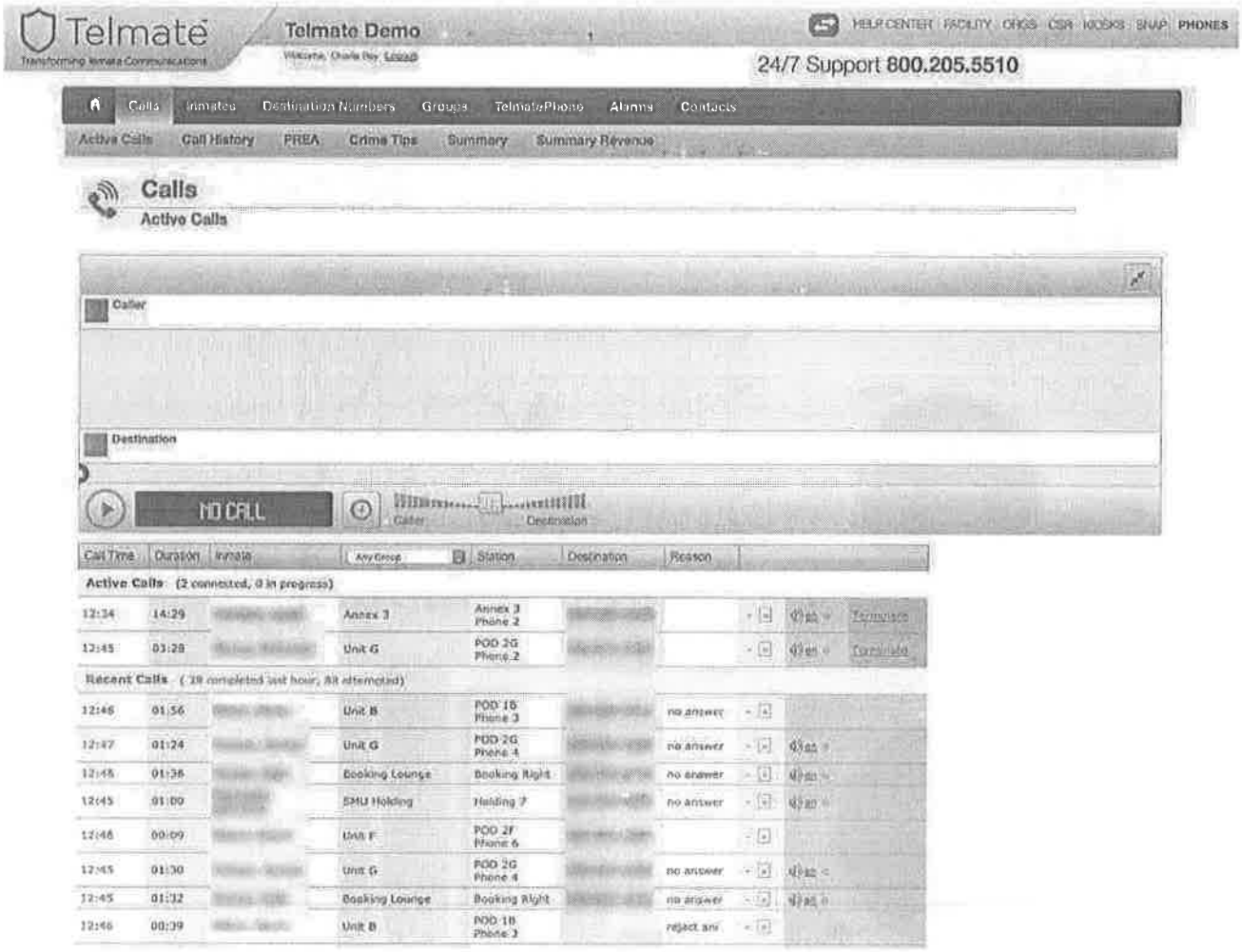


Clicking Details brings up fields that WCSO staff can use to set parameters around that destination number.

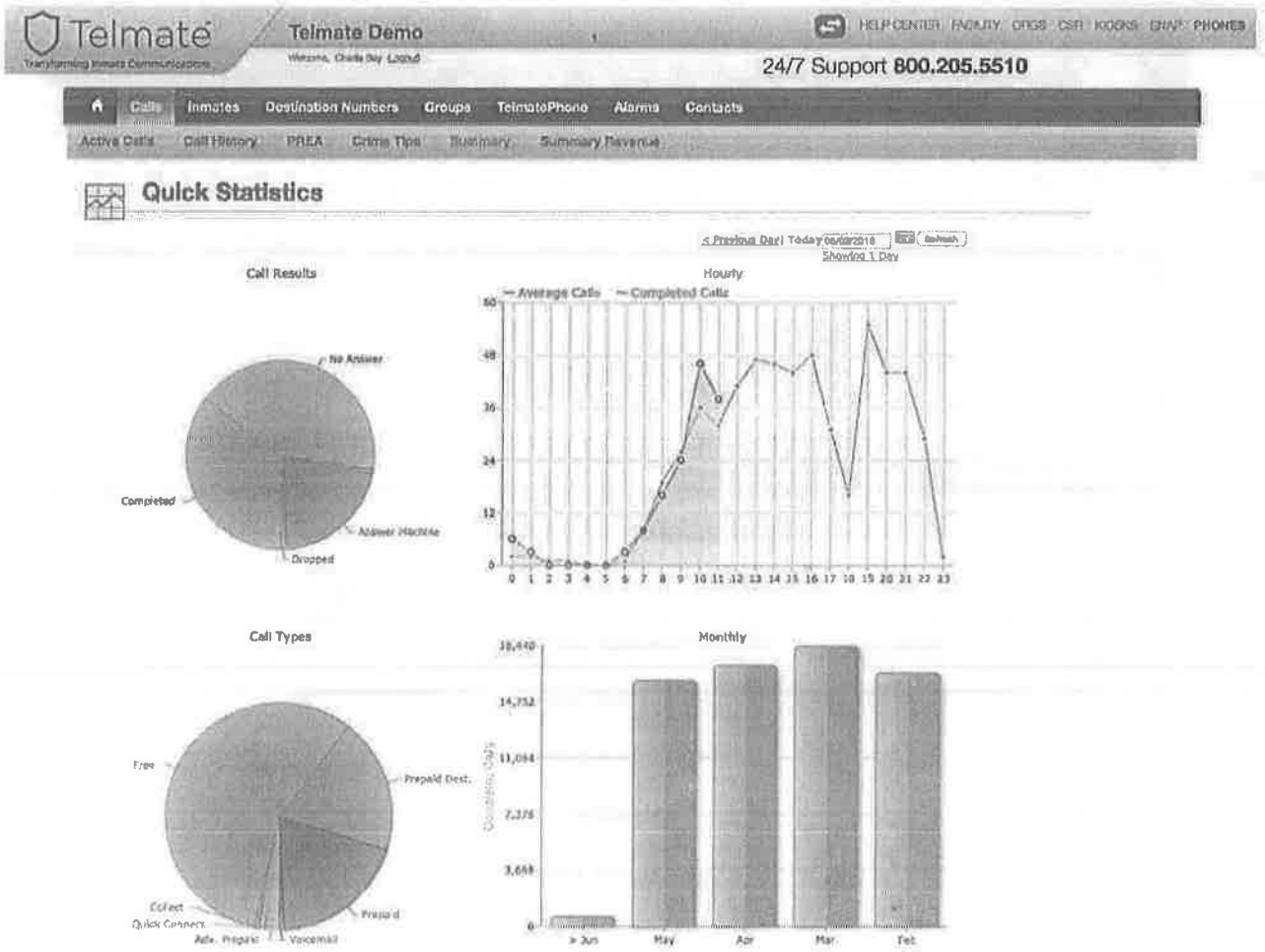
By clicking **Inmates** from the Menu bar, WCSO staff can see a list of inmates, their location in the facility, their status, their booking number, and more.



From the **Calls** screen, WCSO staff can see (and terminate) Active calls by clicking **Active Calls** from the Menu bar. Recent Calls are also displayed, with many other options available.



By clicking **Calls** from the Menu bar, WCSO staff can get a quick summary of inmate calls. The screenshot shows one day of calls, and also gives the Call Results, Call Types, and Monthly stats.



Telmate System Screenshots

The following are screenshots of the Telmate Command Center interface. These screenshots show how easy it is to get call information, and much much more, with just a few clicks of the mouse.

Telmate®

Telmate System Screenshots

TRANSFORMING INMATE COMMUNICATIONS

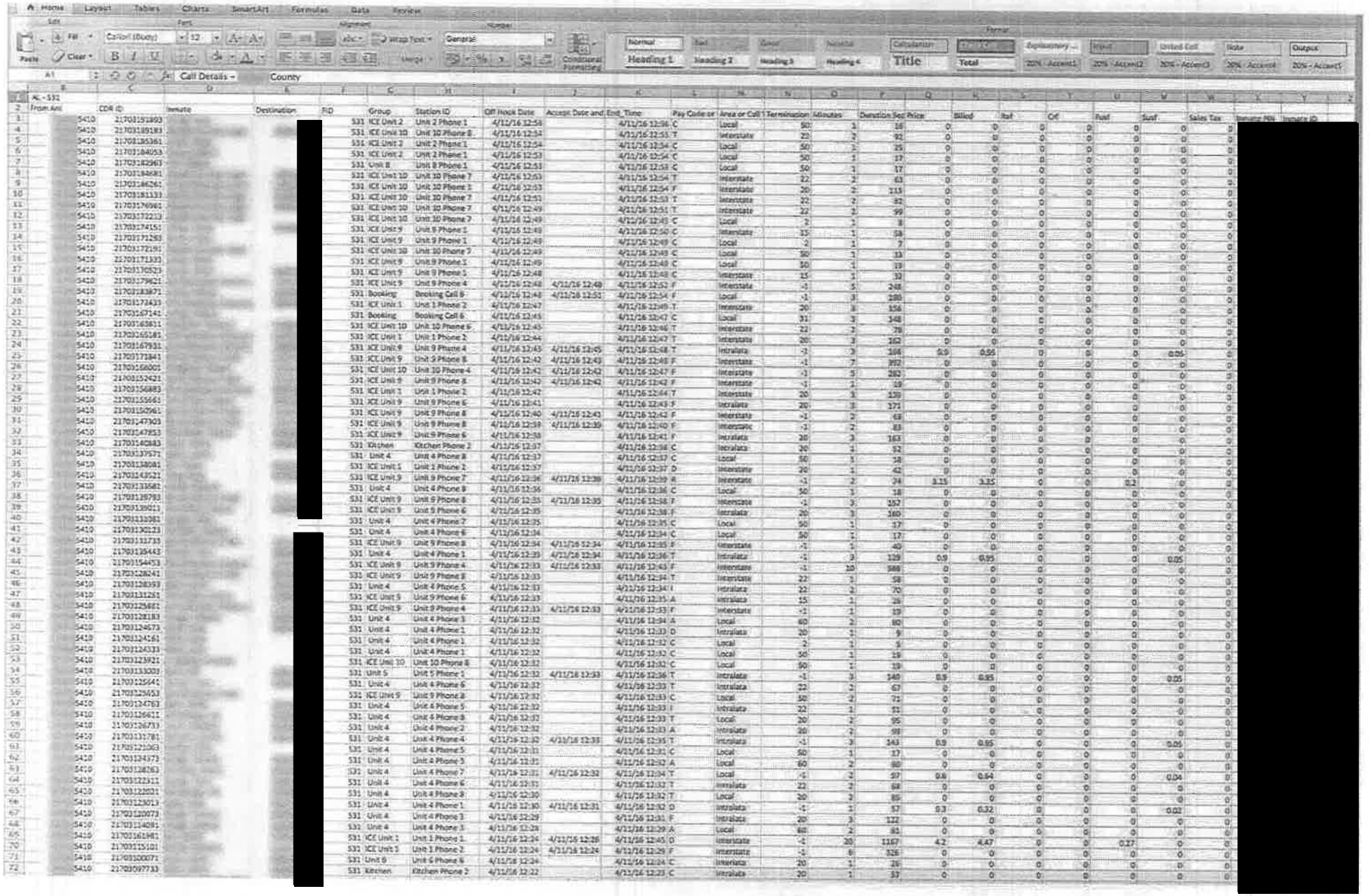
ITS/VVS Transfer	15.0 d	9/19/16	10/7/16	120 h
Andrew Baird Detention Facility	4.0 d	9/19/16	9/22/16	22 h
Wayne County Old Jail	4.0 d	9/23/16	9/28/16	26.5 h
William Dickerson Facility	4.0 d	9/29/16	10/4/16	26.5 h
Road Patrol Lockup Facility	3.0 d	10/5/16	10/7/16	26.5 h
Distribute Information / Stakeholder Updates / Report Performance	28.0 d	8/8/16	9/14/16	36 h
Telmate & County Project Team Meeting - Touch Point : Transition Schedule Review	0.4 d	9/20/16	9/20/16	1.5 h
Project Monitor & Control	40.0 d	8/1/16	9/29/16	280 h
Perform Quality Control	40.0 d	8/1/16	9/29/16	280 h
Installation Quality Control Checkpoint 1: Customer Provisioning	10.0 d	8/3/16	8/16/16	47 h
Andrew Baird Detention Facility	3 d	8/3/16	8/5/16	24 h
Wayne County Old Jail	3 d	8/8/16	8/10/16	24 h
William Dickerson Facility	3 d	8/15/16	8/17/16	24 h
Road Patrol Lockup Facility	1 d	8/18/16	8/18/16	8 h
Installation Quality Control Checkpoint 2: Customer Pre-installation	10.0 d	8/19/16	9/1/16	82 h
Andrew Baird Detention Facility	3 d	8/19/16	8/23/16	24 h
Wayne County Old Jail	3 d	8/24/16	8/26/16	24 h
William Dickerson Facility	3 d	8/29/16	8/31/16	24 h
Road Patrol Lockup Facility	1 d	9/1/16	9/1/16	8 h
Installation Quality Control Checkpoint 3: Equipment Testing / Functional Validation	10.0 d	9/2/16	9/15/16	40 h
Andrew Baird Detention Facility	3 d	9/2/16	9/6/16	24 h
Wayne County Old Jail	3 d	9/7/16	9/9/16	24 h
William Dickerson Facility	3 d	9/12/16	9/14/16	24 h
Road Patrol Lockup Facility	1 d	9/15/16	9/15/16	8 h
Installation Quality Control Checkpoint 4: On Site Customer Acceptance	10.0 d	9/16/16	9/29/16	60 h
Andrew Baird Detention Facility	3 d	9/16/16	9/18/16	24 h
Wayne County Old Jail	3 d	9/21/16	9/23/16	24 h
William Dickerson Facility	3 d	9/24/16	9/28/16	24 h
Road Patrol Lockup Facility	1 d	9/29/16	9/29/16	8 h
Installation Quality Control checkpoint 5: Customer Acceptance	1 d	10/19/16	10/20/16	16 h
Installation Quality Control Checkpoint 6: Initiate Post Imp. Site Eng Monitoring (remote monitoring: 30 days)	1 d	10/21/16	10/21/16	8 h
Project Close	3.0 d	10/19/16	10/21/16	25 h
Close Project Phase	2.0 d	10/20/16	10/21/16	12 h
Telmate & County Project Team Meeting - Touch Point : Customer Acceptance & Account Team Transition	1.6 d	10/20/16	10/21/16	13 h

Name	Duration	Start	Finish	Work
Inmate Telephone System/VVS Installation Project Plan	60.0 d	8/1/16	10/21/16	480.0 h
Project Initiation	10.0 d	8/1/16	8/19/16	80 h
Upon contract execution - Account Executive to call	1.3 d	8/1/16	8/2/16	10 h
Project Manager Introduction with ff	1 d	8/1/16	8/2/16	8 h
On Site Kick-Off meeting with County team & Account Team	1.9 d	8/3/16	8/5/16	15 h
Submit Initial ITS & VVS Equipment orders	1 d	8/2/16	8/3/16	8 h
Site Inspections conducted by Field Services Team	4 d	8/10/16	8/15/16	32 h
Andrew Baird Detention Facility	1 d	8/10/16	8/10/16	8 h
Wayne County Old Jail	1 d	8/11/16	8/11/16	8 h
William Dickerson Facility	1 d	8/12/16	8/12/16	8 h
Road Patrol Lockup Facility	1 d	8/15/16	8/15/16	8 h
Project Planning	10.0 d	8/8/16	8/19/16	80.0 h
Risk Management Planning	4.0 d	8/9/16	8/12/16	32 h
Integration Plan review - Interface specs/requirements review	4 d	8/5/16	8/10/16	32 h
Employee On-boarding process review	3 d	8/9/16	8/11/16	24 h
Incubment Exit Strategy	4 d	8/15/16	8/18/16	32 h
Installation Timeline Review	7.0 d	8/5/16	8/16/16	60 h
Project Plan Update	5.0 d	8/12/16	8/18/16	24 h
Engineering Schematics, and Bill of Materials Updates	1.2 d	8/19/16	8/20/16	10.0 h
Final Project Plan Review	2.4 d	8/23/16	8/25/16	19 h
Project Execution	60.0 d	8/1/16	10/21/16	480.0 h
Direct & Manage Project Execution	60.0 d	8/1/16	10/21/16	480.0 h
Employee Onboarding / Training	24 d	8/2/16	8/31/16	192 h
Pre-Install Preparation - Integration	20.0 d	8/25/16	9/22/16	160 h
LEC MPLS T1 Installations	4.0 d	10/12/16	10/18/16	31.9 h
Pre-Transition Installation Activities	17.0 d	8/1/16	8/24/16	138.0 h
Andrew Baird Detention Facility	5.0 d	8/1/16	8/5/16	97 h
Wayne County Old Jail	5.0 d	8/8/16	8/12/16	89 h
William Dickerson Facility	5.0 d	8/15/16	8/19/16	67 h
Road Patrol Lockup Facility	2.0 d	8/22/16	8/24/16	67 h
User Interface Training	4.0 d	10/17/16	10/20/16	168 h
Andrew Baird Detention Facility	1 d	10/17/16	10/17/16	8 h
Wayne County Old Jail	1 d	10/18/16	10/18/16	8 h
William Dickerson Facility	1 d	10/19/16	10/19/16	8 h
Road Patrol Lockup Facility	1 d	10/20/16	10/20/16	8 h
Transition Activities	36.0 d	8/1/16	9/19/16	288 h
Andrew Baird Detention Facility	10 d	8/1/16	8/12/16	8 h
Wayne County Old Jail	10 d	8/15/16	8/26/16	8 h
William Dickerson Facility	10 d	8/29/16	9/9/16	8 h
Road Patrol Lockup Facility	6 d	9/12/16	9/19/16	8 h

Telmate®

Proposed Timeline

TRANSFORMING INMATE COMMUNICATIONS



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Telmate Sample Report

TRANSFORMING INMATE COMMUNICATIONS

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Huntsville, AL 35806

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Huntsville, AL 35814-4000

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256 963-8699 fax

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TL9000
TL19.1270

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NetVanta 3448

Multiservice Access Router

Product Specifications

Physical Interface
- **NIM:** 56/64k, T1/FT1, T1/FT1 with DSX-1, Dual T1, E1/FE1, E1/FE1 with G.703, ADSL, SHDSL, and Sorial
- **DIM:** Analog Modem and ISDN BRI (U and S/T)
- **LAN:** Two Auto-sensing 10/100Base-T ports (RJ-45) RJ
- **Switch:** Eight-port, Auto-sensing Ethernet Switch 10/100Base-T Full Duplex (Optional PoE support)

Diagnostics LEDs
- Status
- Ethernet 1
- Switch 1–8
- WAN
- Ethernet 2
- PoE
- DBU

Memory
- **RAM:** 128 MB
- **FLASH:** 32 MB
- CompactFlash® Slot

Protocols
- eBGP/iBGP
- OSPF
- RIP (v1 and v2)
- PIM Sparse Mode
- Demand Routing
- Policy-based Routing
- GRE
- ATM (ADSL)
- Frame Relay
- Multilink Frame Relay
- Layer 3 Backup
- Multi-VRF CE
- PPP
- Multilink PPP
- PPPoE
- PPPoA
- IGMP v2
- RFC 1483
- HDLC
- PPP Dial Backup
- PAP and CHAP
- Multihoming
- VRRP

Quality of Service
- Low Latency, WFQ and Class-based WFQ
- DiffServ Packet Marking and Recognition
- Frame Relay Fragmentation
- Traffic Monitoring (NetFlow 9)

Voice Quality Monitoring (Optional)
- Mean Opinion Score (MOS) prediction
- Jitter, Delay and Packet Loss
- Past and Active Calls

Switching
- Weighted Round Robin (WRR) and Strict Priority Queuing
- VLAN Support (802.1Q)
- Spanning Tree (802.1D)
- Rapid Spanning Tree (802.1w)
- 802.1p and DiffServ QoS
- Optional 802.3af PoE Delivering 15.4 watts per Port

Administration
- CLI
- Email Alerts (SMTP)
- Policy Statistics
- TCL Scripting
- FLASH provisioning
- Web-based GUI
- n-Command ® Support
- SNMP v3
- SYSLOG Logging

DHCP
- Client, Server, and Relay

Security
Firewall
- Stateful Inspection Firewall
- DoS Protection
- Access Control Lists (ACLs)
- ALGs

Network Address Translation
- Basic NAT (1:1), NAPT (Many:1), and Port Translation
- NAT compatible SIP ALG

Secure Management
- Multi-level Access Control
- RADIUS AAA
- Port Authentication (802.1x)
- TACACS+
- SSH CLI and SSL GUI

Content Filtering
- Inherent URL filter
- Integration with Websense®
- Top website reports

Optional VPN
- **IPSec Tunnel Mode:** 100 Tunnels
- **Encryption:** DES, 3DES, and AES
- **Authentication Mechanisms:** XAUTH, Digital certificates, Pre-Shared Keys, and Secure ID

Environment
- **Operating Temperature:** 0° to 50 °C (32° to 122 °F)
- **Storage Temperature:** -20° to 70 °C (-4° to 158 °F)
- **Relative Humidity:** Up to 95%, non-condensing

Physical
- **Chassis:** 1U, metal chassis
- **Dimensions:** 1.75" H, 11.75" W, 7.5" D
- **Weight:** 4 lbs.
- **Power:** 100–250 VAC, 50–60Hz, 25 watts

Agency Approvals
- CE Mark, UL & Canadian UL (CUL), IEC/EN
- RoHS

Ordering Information

Equipment	Part #
NetVanta 3448	1200821E1
NetVanta 3448 with VPN and VQM	4200821E2
NetVanta 3448 PoE	4200821G11#120
NetVanta 3448 PoE with VPN and VQM	4200821G12#120
VPN and VQM Software Upgrade	1950821E2

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NetVanta 3448

Multiservice Access Router

Product Features

- Multiservice access router supporting up to two T1s
- *RapidRoute*™ technology for greater performance
- Integral eight-port non-blocking Ethernet switch, with Power over Ethernet (PoE) option
- Voice Quality Monitoring (VQM) and Mean Opinion Score (MOS) prediction
- Inherent URL filtering
- Standards-based routing/switching protocols
- Feature-rich ADTRAN® Operating System (AOS)
- IPv6 ready
- CompactFlash® slot for auto-provisioning
- Stateful inspection firewall for network security
- Optional IPSec Virtual Private Network (VPN) for secure corporate connectivity across the Internet
- Onboard hardware encryption accelerator
- Recognizable Command Line Interface (CLI) and intuitive Web-based Graphical User Interface (GUI)
- Network Address Translation (NAT)-compatible Session Initiation Protocol (SIP) Application Layer Gateway (ALG) for Voice over IP (VoIP)
- Wi-Fi® Access Controller for centralized management of NetVanta® Wireless Access Points (WAPs)
- Industry-leading five-year North American warranty

As a multiservice access router, the NetVanta® 3448 uses *RapidRoute* technology to deliver the high-packet throughput required for IP telephony, corporate connectivity, and Internet access. This performance-enhanced platform delivers wire-speed throughput, even with advanced services enabled like Quality of Service (QoS), NAT, firewall, and VPN.

Modular Hardware
The NetVanta 3448 is a modular, 1U-high, rackmountable metal chassis that offers a single slot to house any of the NetVanta Series Network Interface Modules (NIMs) and Dial Backup Interface Modules (DIMs). For dial backup, an analog modem DIM or an ISDN BRI DIM is available, preventing downtime by dialing around a failed circuit to any PPP-compliant device. The NetVanta 3448 also includes two 10/100Base-T Ethernet interfaces and a fully managed, non-blocking, eight-port switch which can be separately powered to yield an 802.3af-compliant PoE switch delivering a full 15.4 watts per port.

Standards Protocols
Complementing the versatile hardware, the AOS allows for the support of standards-based switching, Virtual LAN (VLAN) tagging, static and default routes, and demand routing. This enables fast, accurate network convergence using routing protocols such as BGP, OSPF, and RIP. In addition, the AOS terminates MPLS, Frame Relay, Multilink Frame Relay, PPP, Multilink PPP, and HDLC Wide Area Network (WAN) protocols. Multihoming is also available to provide redundant or backup WAN links to multiple ISPs, guaranteeing a wide-area connection.

QoS
QoS is also supported for delay-sensitive traffic like VoIP or video. To prioritize mission-critical traffic and control network congestion, the NetVanta 3448 uses Low Latency Queuing, Weighted Fair Queuing (WFQ), Class-based WFQ, and DiffServ marking to establish the priority of IP packets routed over the WAN.

VoIP Ready
In combination with the QoS features, a specialized SIP ALG allows SIP traffic to traverse NAT-enabled firewalls. For enterprise networks, this interoperability allows IP PBXs, phones, and other SIP-based devices to set up, tear down, and pass voice and call control messages seamlessly through the integral NAT-enabled firewall.

The NetVanta 3448 also deploys VQM to capture MOS, jitter, delay, and packet loss statistics necessary to troubleshoot VoIP calls over the WAN. This powerful, yet graphically intuitive, diagnostic tool allows for quick isolation of network issues to ensure superior call quality.

Security
The AOS provides a powerful, high performance stateful inspection firewall that can identify and protect against common Denial of Service (DoS) attacks like TCP syn flooding, IP spoofing, ICMP redirect, ping of death, and IP reassembly problems.

In addition, the AOS is capable of providing an inherent URL-filtering package without the use of an external server. URL filtering is another level of security that allows system administrators to restrict Internet access by permitting or denying specific URLs. This URL-filtering feature also includes the ability to produce top website reports of the most frequently requested websites, allowing system administrators to modify the URL filter lists.

The NetVanta 3448 also supports up to 100 simultaneous IPSec VPN tunnels and encryption algorithms like DES, 3DES, and AES. By supporting IPSec, the NetVanta 3448 is fully compatible with other IPSec VPN-equipped NetVanta products.

Administration
The AOS offers both a CLI that mimics the widely deployed industry *de facto* standard and an intuitive Web-based GUI with step-by-step configuration wizards.

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Total Access 900/900e

IP Business Gateways

Total Access 908 (rear panel)

Total Access 916e (rear panel)

Ordering Information

Equipment	Part No.
Total Access 900 Series	
Total Access 904	4212904L1
Total Access 904 ADSL2+	4212904L4
Total Access 908	4212908L1
Total Access 908 ADSL2+	4212908L4
Total Access 912	4212912L1
Total Access 916	4212916L1
Total Access 924	4212924L1
Total Access 924 16 FXS + 8 FXO	4212924L2
Total Access 900e Series	
Total Access 908e	4242908L1
Total Access 916e	4242916L1
Total Access 924e	4242924L1
Total Access 924e 16 FXS + 8 FXO	4242924L2
Total Access 924e 24 FXS + VPN Module	4242924L3
Rackmount Brackets	
Total Access 912/916/924 19 in. Rackmount Bracket	1200927L19
Total Access 912/916/924 23 in. Rackmount Bracket	1200927L23
Total Access 912e/916e/924e 19 in. Rackmount Bracket	1200927L19
Battery Backup Systems	
Total Access 904/908 Eight-hour, Wallmount	1200641L1
Total Access 912/916/924/900e Eight-hour, Wallmount/Rackmount	1175044L1
Total Access 912/916/924/900e Eight-hour, Wallmount	1175044L2
Total Access IAD to Battery Backup (1175044L1) Mounting Bracket	1200927L1
Total Access IAD to Wallmount Battery Backup (1175044L2) Mounting Bracket	1200927L2
Eight-port RJ Breakout Panel	1200927G8

Total Access 900/900e

IP Business Gateways

Security

Firewall

- Stateful Inspection Firewall
- Denial of Service (DOS) Protection
- Access Control Lists
- Application Level Gateways
- Packet Filtering

Network Address Translation

- Basic NAT (1:1) and NAPT (Many:1)

Quality of Service (QoS)

- Low Latency and Weighted Fair Queuing (WFQ)
- DiffServ Packet Marking and Recognition
- Frame Relay Fragmentation
- Traffic Monitoring (NetFlow 9)

Voice Quality Monitoring (VQM)

- Mean Opinion Score (MOS) Prediction
- Jitter, Delay and Packet Loss
- Past and Active Calls

Protocols

- BGP
- OSPF
- RIP (v1 and v2)
- GRE
- IGMP V2
- Frame Relay
- Multilink Frame Relay
- PPP
- Multilink PPP
- HDLC
- PAP and CHAP
- Multi-VRF

Routed Protocols

- IP

DHCP

- Client
- Relay
- Server

Mangagement and Utilities

- Familiar Command Line Interface (CLI)
- Web-based GUI
- n-Command Support
- SNMP v2 and v3
- SYSLOG logging
- Telnet, Craft/Console Port, SSH, Ping, Trace Route, NTP
- TCL Scripting

Firmware Upgrade

- FTP
- TFTP
- X-Modem
- HTTP

Environment

- **Operating Temperature:** 32° to 122 °F (0° to 50 °C)
- **Storage Temperature:** -40° to 158 °F (-40° to 70 °C)
- **Relative Humidity:** Up to 95%, Non-condensing
- **Maximum Altitude:** 10,000 Feet

Physical and Power

Chassis

- Wallmount
- 1U Rackmount
- Desktop Metal Enclosure

Dimensions

- **Total Access 904/908:** 1.72 in. x 12.5 in. x 7.5 in. (H x W x D)
- **Total Access 912/916/924:** 1.72 in. x 17.2 in. x 8.5 in. (H x W x D)
- **Total Access 900e Series:** 1.72 in. x 17.2 in. x 10.5 in. (H x W x D)

Weight

- **Total Access 904/908:** 3.5 Lbs.
- **Total Access 912/916/924:** 5.5 Lbs.
- **Total Access 900e Series:** 6.5 Lbs.

Power

- 120 VAC, 60 Hz AC Power Supply

Battery Backup

- Optional eight-hour system

LEDs	Total Access 900	Total Access 900e
Status	Net	Net 1–4
Power	DSX-1	LAN 1–2
Voice	Link	Ethernet Link
Data	TD/RD	Ethernet Activity

Agency Approvals

- FCC Part 15, Class A
- FCC Part 68
- Industry Canada CS03
- ETL and Canadian ETL (C-ETL)

Warranty

- Five-years (North America)

Battery Backup Options

- Rackmount or Wallmount

Total Access Rackmount or Wallmount 1175044L1

Total Access Wallmount 1175044L2

Total Access 900/900e

IP Business Gateways

Product Specifications

Physical Interfaces

WAN

- Single T1/FT1 (900 Series)
- Quad T1/FT1 (900e Series)
- Single Ethernet (900 Series)
- Dual Ethernet (900e Series)
- ADSL/ADSL2+ (Annex A) (904 and 908 only)
- RJ-48C

LAN

- Single Auto-sensing 10/100Base-T (900 Series)
- Dual Auto-sensing 10/100Base-T (900e Series)
- Full Duplex
- RJ-45
- May also be used as the WAN Interface
- Supports 802.1q VLAN Trunking

Digital Voice

- RJ-48C
- T1 CAS Support
- PRI
- **Signaling Methods**
  - E&M Wink
  - E&M Immediate
  - Feature Group D

Analog Voice

- 4, 8, 12, 16, and 24 FXS POTS via 50-pin Amphenol
- 68.5 Vrms with 20VDC Offset Maximum Ring Voltage
- Sinusoidal Ringer Waveform
- 48 V, Nominal On-hook Battery Voltage
- 30 mA, Nominal Loop Current
- **FXS 2-wire Impedances**
  - 600 Ω
  - 900 Ω
  - 600 Ω+2.16µF
  - 900 Ω+2.16µF
- **FXO 2-wire Impedances**
  - 600 Ω+2.16µF
  - 900 Ω+2.16µF
- Integral FXO (900e Series)
- **Signaling Methods**
  - Loop Start
  - Ground Start
  - DPT

Craft

- DB-9

Processor and Memory

- **RAM:** 64 Mb RAM (Total Acces 900)
  128 Mb RAM (Total Access 900e)
- **Flash:** 32 Mb Flash

VoIP Protocol

- SIP
- MGCP (FXS Interfaces Only)

Packet-based Voice Resources

- **CODECs**
  - G.711-64k PCM
  - G.729a-8k CS-ACELP
- G.168 Echo Cancellation
- Up to 64ms Echo-tail Length
- Supports up to 30 Channels (900 Series), 60 Channels (900e Series)
- Supports T.38 Sessions

Media Stream

- RTP/UDP/IP (RFC 3550)
- RTP Payload for DTMF Digits (RFC 2833)
- Supports Port-to-port Hairpin Call
- SDP (RFC 2327)

NAT Traversal and Remote Survivability

- B2BUA
- SIP Registrar for IP phones
- SIP Transparent Proxy with Survivability

Tone Services

- **Local DTMF Detection**
- **Local Tone Generation**
  - Dialtone
  - Busy
  - Call Waiting
  - Alternate Call Waiting
  - Receiver Off Hook
- **Ringing**
  - Distinctive Ring

Calling Feature Support (Varies with Feature Server/Gateway)

- **Caller ID**
  - Name and Number (MDMF, SDMF)
  - Call Waiting IAD
- **Voice Mail**
  - Stutter Dialtone
  - Visual Message Waiting Indicator (VMWI)
- Call Hold
- **Call Forward**
  - Busy Line
  - No Answer
- **Call Transfer**
- **Blind, Attended**
- **Call Waiting**
- **Distinctive Ring**
- **Do Not Disturb**
- **Three-way Calling**
- **Call Return**
- **Speed Dial**
- **3-way Conferencing (3WC)**

AdTran

Total Access 900/900e

IP Business Gateways

Product Features

- Seamless voice and data integration over VoIP-based network architectures
- Single, quad T1, Ethernet, and ADSL IADs
- Up to 24 analog POTS interfaces
- DSX-1 for PBX connectivity
- Compatible with industry-leading softswitches and call agents
- Dynamic bandwidth allocation affords more efficient utilization
- Standardized G.729a voice compression requires less bandwidth per voice call
- Integral full-featured IP router for data support and Internet access
- Stateful inspection firewall for network security
- Quality of Service (QoS) for delay sensitive traffic like VoIP
- Supports 802.1q Virtual LAN (VLAN) Trunking
- Voice Quality Monitoring (VQM)
- Command Line Interface (CLI) mimics industry *de facto* standard
- Network Address Translation (NAT) for IP address concealment
- Feature-rich ADTRAN Operating System (AOS)
- Rugged metal case
- Optional battery backup
- Industry-leading five-year warranty (North America)

ADTRAN® offers a wide variety of solutions for converged voice/data services. The Total Access® 900/900e Series of T1 and Multi-T1 IP Business Gateways are designed for carrier Ethernet and SIP/MGCP Voice over IP (VoIP) networks. These products feature all of the same robust routing and voice features of the widely deployed Total Access Integrated Access Devices (IADs), along with a host of new features and functions that enable cost-effective, reliable IP service delivery. These devices use the ADTRAN Operating System (AOS) to simplify management and administration. Multiple models offer flexibility for varied applications from PRI delivery and trunking services to Hosted IP PBX offerings.

The Total Access 900 Series offers a single T1 network interface, while the Total Access 900e Series offers up to four T1s. User interfaces include up to 24 FXS ports for analog voice delivery, an integrated DSX-1 port for PBX connectivity (T1 CAS or PRI), and one (two for 900e) 10/100Base-T Ethernet interface(s) for access to the Total Access 900/900e's router or WAN access. The Total Access 900/900e Series can be coupled with a NetVanta® Power over Ethernet (PoE) switch to provide connectivity to a variety of network devices and personal computers, as well as to power IP phones and Wireless Access Points (WAPs).

VoIP Gateway

The Total Access 900/900e Series utilizes SIP or MGCP for VoIP applications, providing interoperability with industry-leading softswitches, feature servers, and gateways. Acting as a gateway, these devices convert IP signaling from the carrier into traditional TDM analog and digital voice services. This functionality allows the Total Access 900/900e Series to deliver voice services to both IP phones and traditional telephony equipment simultaneously. For customers implementing a hosted PBX or IP Centrex service, the Total Access 900/900e Series is ideal for providing customers additional analog ports necessary to support their remaining analog phones, fax machines, or modems. The Total Access 900/900e Series supports many popular calling features such as caller ID, call hold, forward, transfer, and call waiting. Voice Activity Detection (VAD) and silence suppression are supported and the flexible design allows the Total Access 900/900e Series to support additional CODECs as the market requires.

Remote Survivability

In addition, the Total Access 900/900e Series can act as a registrar and Back-to-Back User Agent (B2BUA) or as a SIP-transparent proxy to facilitate remote survivability and NAT traversal. In the event of a service interruption on the wide area network or if the carrier's call agent were to become unavailable, calls may continue locally at the customer premise between IP-based or analog phones.

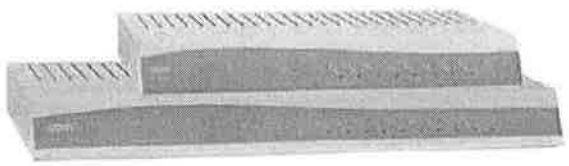
QoS, Security, Routing, and Voice Quality Monitoring

The Total Access 900/900e Series uses the AOS to provide a stateful inspection firewall; NAT; DHCP server/client; and feature-rich, standards-based, IP routing functionality supporting BGP, OSPF, and RIP routing protocols. Inherent QoS methods ensure appropriate classification and prioritization of VoIP traffic. These methods include Low Latency Weighted Fair Queuing, class based weighted fair queing, support for Differentiated Services (DiffServ) protocol, Frame Relay Fragmentation (FRF.12), and Frame Relay traffic shaping. VQM captures Mean Opinion Score (MOS), jitter, delay, and packet loss statistics necessary to troubleshoot VoIP calls over the WAN to help ensure superior call quality.

Management

The Total Access 900/900e Series can be remotely-managed by either the ADTRAN n-Command® MSP or n-Command Enterprise Edition management platforms. ADTRAN n-Command platforms offer the ability to discover devices, make mass configuration changes or firmware upgrades, backup/restore configuration, and generate inventory reports for asset management. The ADTRAN n-Command MSP also offers VoIP VQM and reporting, as well as an industry-leading, easy-to-use, Graphical User Interface (GUI).

Total Access 900/900e products are housed in a rugged metal enclosure; available in wallmount, rackmount, and desktop mountings; and offer a battery backup system for up to eight hours of uninterrupted service upon a customer-site power outage. Total Access 900/900e products are backed by an industry-leading five-year warranty, free firmware updates, and ADTRAN's world-class technical support.



ADTRAN

Software Information	

QoS	• Access Control Lists (ACLs), Permit/Deny Actions for Inbound IP and Layer 2 Traffic Classification Based on:
	  • Time-Based ACL
	  • Source/Destination IP Address
	  • TCP/UDP Source/Destination Port
	  • IP Protocol Type
	  • Type of Service (ToS) or Differentiated Services (DSCP) Field
	  • Source/Destination MAC Address
	  • EtherType
	  • IEEE 802.1p User Priority
	  • VLAN ID
	  • RFC 1858: Security Considerations for IP Fragment Filtering
	• Optional ACL Rule Attributes
	  • Assign Flow to a Specific Class of Service (CoS) Queue
	  • Redirect Matching Traffic Flows
	• Differentiated Services (DiffServ)
	  • Classify Traffic Based on Same Criteria as ACLs
	  • Mark the IP DSCP or Precedence Header Fields, Optional
	  • Police the Flow to a Specific Rate with Two-Color Aware Support
	  • RFC 2474: Definition of the Differentiated Services Field (DS field) in the IPv4 and IPv6 Headers
	  • RFC 2475: An Architecture for Differentiated Services
	  • RFC 2597: Assured Forwarding Per-Hop Behavior (PHB) Group
	  • RFC 3246: An Expedited Forwarding PHB
	  • RFC 3260: New Terminology and Clarifications for DiffServ
	• Class of Service (CoS) Queue Mapping Configuration
	  • AutoVoIP: Automatic CoS Settings for VoIP
	  • IP DSCP-to-Queue Mapping
	  • Configurable Interface Trust Mode (IEEE 802.1p, DSCP, or Untrusted)
	  • Interface Egress Shaping Rate
	  • Strict Priority versus Weighted Scheduling per Queue

Specifications are subject to change. Ubiquiti products are sold with a limited warranty described at: www.ubnt.com/support/warranty
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TRANSFORMING INMATE COMMUNICATIONS

Telmate

TELMATE COMPANY OVERVIEW

Telmate is the fastest growing inmate communications company in the North America. Telmate's core products are an inmate phone system, video visits, wireless inmate tablets, end-to-end cash management system, custom corrections-grade hardware, and our new smartphone-based GPS monitoring solution for probation and parole.

From city and county jails to federal facilities, Telmate serves populations of all sizes—many exceeding 2,000 beds. Currently, we provide innovative inmate communications products to over 300 correctional facilities across 42 US states and four Canadian provinces. Telmate is the industry's most innovative company boasting the most technological "firsts," including the first to offer remote video visits and the first to launch wireless inmate tablets in multiple facilities, in multiple states.

10 things to know about Telmate:

1. **WE CONNECT PEOPLE, NOT JUST NUMBERS** – The Telmate system automatically verifies the identity of every system user using our proprietary Telmate Verified feature. From deposits to calls to visits to messages, you'll always know exactly who is doing what, from where, with whom.

2. **OUR INVESTIGATOR TOOLS COME FREE WITH EVERY INSTALLATION** – Telmate offers Telmate Investigator, our powerful suite of investigative tools, free with every installation. Using our Connections and Timeline Tools, investigators can quickly uncover key inmate networks and actionable data to solve crimes.

3. **WE WERE BORN DIGITAL** – While other companies used to be analog and had to adapt to modern technology, Telmate was born digital and remains the only all VOIP, all digital company in the corrections communications industry.

QUICK FACTS	
Founded	1998
Headquarters	San Francisco, CA
Additional Offices	Ontario, OR
Customer Service	24/7 In-House, US-Based; 25% Bi-Lingual
Primary Business	• Inmate Phones • Wireless Inmate Tablets • Video Visits • Prepaid & Trust Account Management • Deposit & Booking Kiosks
Installations	Over 300 facilities in 42 US States & Canada
Call Volume	• Over 4 million inmates and 13 million destination numbers • Millions of tablet usage minutes per month in dozens of facilities
Key Customers	• Dept. Homeland Security, ICE 16,000 detainees • Oregon Dept. of Corrections 16,000 inmates

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TELMATE COMPANY OVERVIEW

4 **TELMATE HELPS FACILITIES RUN MORE EFFICIENTLY –** Telmate facilities experience an increase in operational efficiencies because the Telmate system automates expensive, labor-intensive administrative tasks like visit scheduling, video visits, and inmate grievances and requests.

5 **WE TURN TECHNICAL INTO PERSONAL –** Telmate's unmatched, total customer support solution includes an Oregon-based, bilingual call center, a fleet of nationwide account managers, representatives and onsite technicians, and the industry's most advanced San Francisco based engineering team.

6 **WE ARE THE WIRELESS TABLET LEADER –** Telmate wireless inmate tablets are deployed in multiple facilities, in multiple states servicing approximately 10,000 inmates and generating 2.5 million usage minutes a month. Facilities using the Telmate Tablets are experiencing better behaved inmates, and less violent incidents.

7 **OUR PRODUCTS INTEGRATE SEAMLESSLY –** All Telmate products are designed, built and supported in-house to integrate seamlessly on our proprietary unified platform called the Telmate Ecosystem. With Telmate there are no compatibility or integration issues between devices or systems, and our customer service uses the same platform so they see exactly what facilities see to help diagnose issues.

8 **COMPLETE CASH MANAGEMENT –** From inmate prepaid, to friend and family controlled, to trust and commissary accounts, Telmate offers facilities an end-to-end cash management solution that integrates perfectly with the communication system.

9 **WEB ENABLED TECHNOLOGY –** With just one login, from any Web browser, facilities have complete, secure, command and control of the entire inmate communications network, including video recordings, phone recordings, deposit history, alarms, alerts and more. This means facilities, case managers and investigators can access the system from a computer, tablet or mobile device. All data is recorded, backed up, and stored in multiple locations, thousands of miles apart. Information from every Telmate product is mirrored across multiple data centers and accessible securely from anywhere -- at any time.

10 **NOW, WE'RE REVOLUTIONIZING GPS MONITORING –** NEW! Telmate launches Telmate Guardian, a smartphone-based GPS monitoring solution for community corrections -- parole, probation, pre-trial and work release. Now case managers can supervise more, with less hardware headaches, and enrollees get a modern, dignified solution that fosters increased participation and a successful re-entry into society.

Why Telmate?

The Industry's Best Service and Support

We offer the industry's best customer service with live US-based, bi-lingual 24/7 toll-free support, in-house repair technicians, 24 hour circuit monitoring and two hour, on-site response time.

Increase Usage and Operating Efficiencies

Our range of communications products, automated admin tasks and deposit options drive increased system usage and unsurpassed operating efficiencies.

Innovative Technology

Our system is the most robust, full featured, and secure inmate communications platform available featuring deposit and account management, phone, video visits, social media, investigation tools, mobile access and full integration with commissary and JMS systems.

Unified Software Platform

Telmate's fully integrated software and hardware eco-system has been designed and built by our engineers to meet the unique needs of the corrections industry.

Telmate is one of the fastest growing inmate communications systems in North America currently providing service to hundreds of correctional facilities in nearly every U.S. State and four Canadian Provinces. From city and county jails to federal facilities, Telmate serves populations of all sizes—many exceeding 2,000 beds.

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Facility Staff & Inmate Benefits

TRANSFORMING INMATE COMMUNICATIONS

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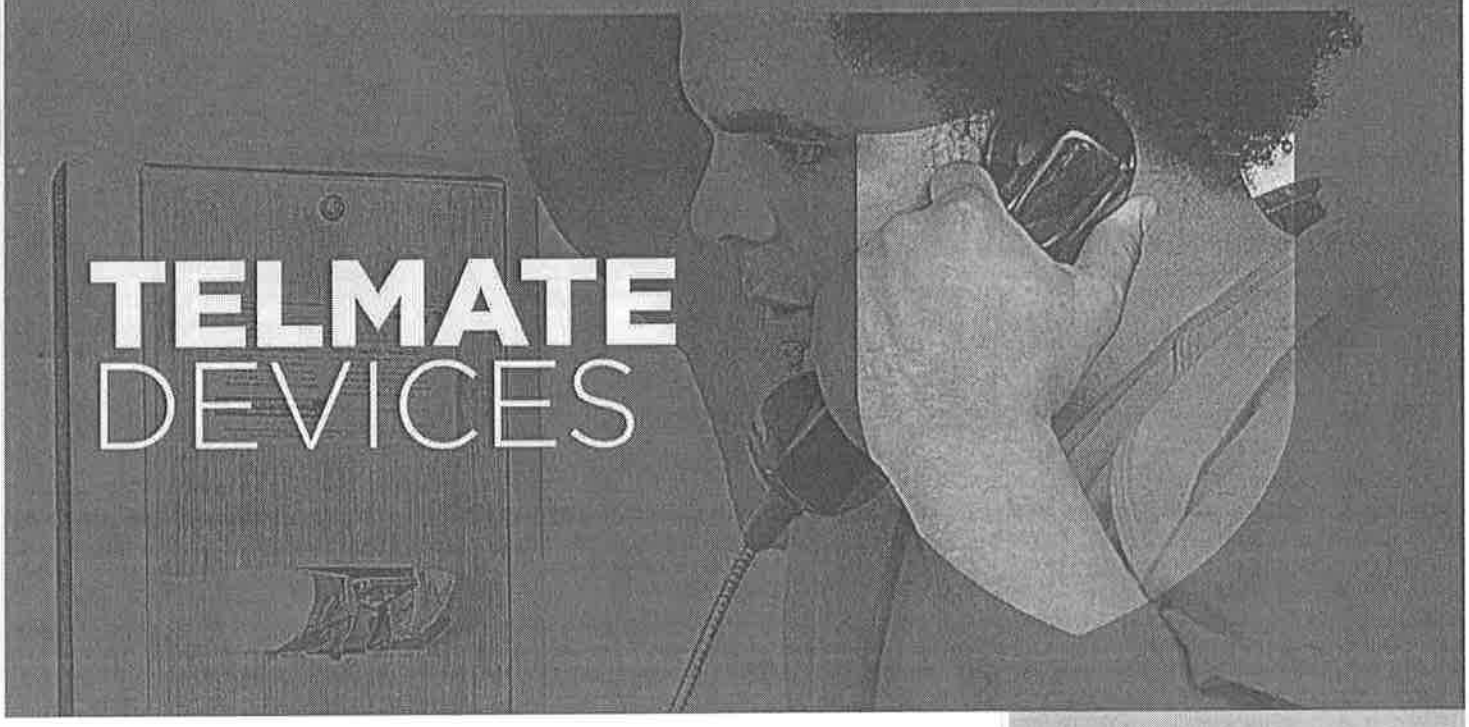
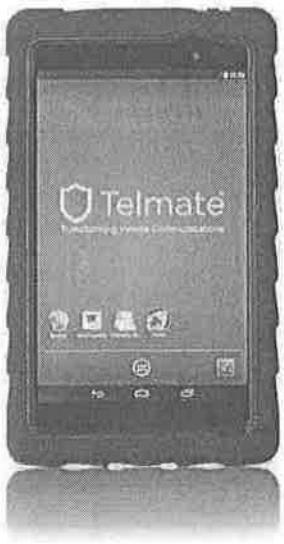


TELMATE DEVICES

All Telmate Devices are custom pieces of corrections-grade hardware designed by our engineers to re-invent inmate communications and seamlessly integrate with our unified software platform.



Telmate Tablets

The innovative Telmate Tablet is a secure and completely customized device developed for correctional facilities that transforms the way inmates spend their time and provides a secure and fully monitored experience. The tablet operates on our ultra-secure network, which empowers staff to track, scrutinize and control every inmate action on the device. The tablet allows inmates to communicate with friends and family using reviewed messaging. And it gives them ways to use time constructively by offering a range of content that includes: continuing education, self-improvement resources, and much more.

The Telmate Tablet is a modified Android device designed specifically for use in the corrections industry. The 10-ounce device is a state-of-the-art Google Nexus 7 tablet in a secure rubber casing. All tablet applications can be remotely added, updated, and instantaneously locked, with just a few clicks.

Our fully integrated communications system of secure devices provides facilities full control and access to all inmate communications.

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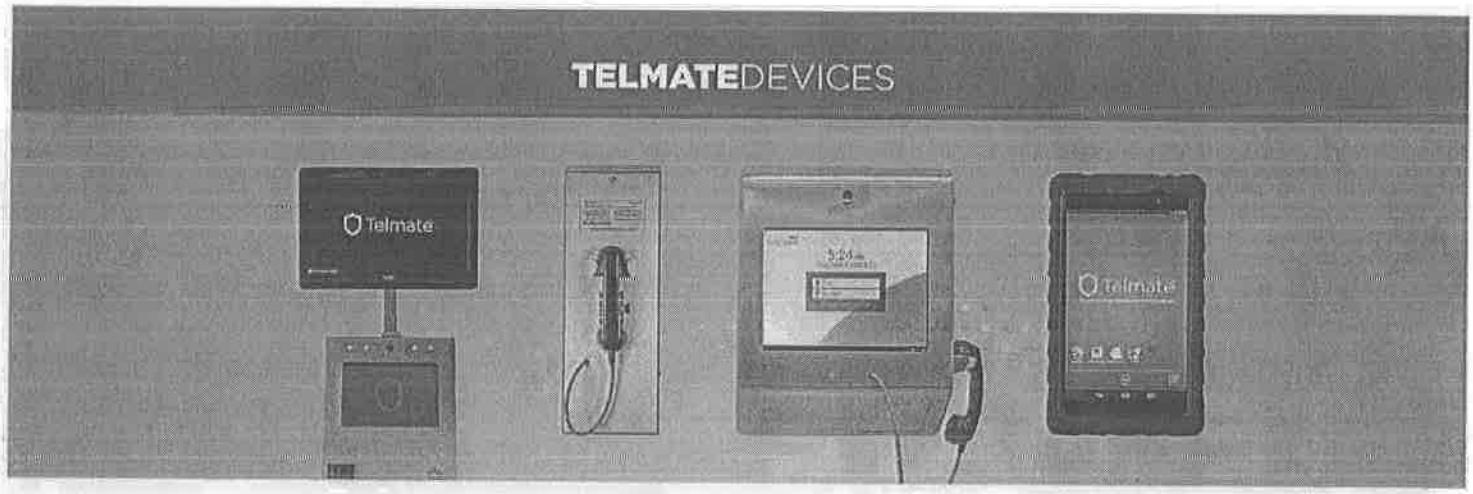
TELMATEDEVICES



Telmate Phones

Our rugged phones are designed specifically for correctional institutions and encased in high security, 14-gauge stainless steel. The armored keypads are constructed of heavy chrome metal with a 1/8" thick steel vandal resistant plate and come with built in side-tone reduction and volume control. The handsets have vandal resistant armored cords with steel lanyards and heavy 14-gauge steel retainers, contain no removable parts, and provide high-quality audio. Telmate uses the Quadrum Telecom, 6Q Phone, 6Q with "Lockdown Kit" and 6Q Visitation phone models as well as the 6Q2 and 7Q "Tough Guy" security phone models.

Telmate Stations

More than just a sleekly designed terminal for video visits, our custom Telmate Stations are windows to a comprehensive communications suite of products including email, wall posts, photo sharing, secure web surfing, commissary ordering, inmate grievances, education, and more. Stations are made of heavy-duty stainless steel with rounded corners for safety, an extra tough touch screen, full-color LCD, and height adjustable camera. They are functional in a wide-operating temperature range (32°- 140° F), splash resistant, and feature an ultra durable handset. All stations are future-upgradable.

Telmate Automated Lobby Kiosks

Telmate's fully automated lobby kiosks offer friends & family a convenient, accessible and localized way to add funds to any inmate account. When our kiosks are integrated with commissary systems, friends & family can also use them to deposit money into an inmate trust fund. Kiosks decrease the time facility staff ordinarily spend accepting and processing deposits, bond payments, scheduling visits, distributing rules and verifying individuals. All lobby kiosks are all interconnected nationwide, so a family member near any Telmate kiosk can easily deposit cash for an inmate housed in any other facility affiliated with Telmate.

Telmate Automated Booking Kiosks

Telmate's customizable booking kiosks help facilities expedite the inmate intake process with labor-saving features including cash intake, rules and regulations, PIN and PAN submission and JMS/OMS integration.

All Telmate kiosks are ADA compliant and feature an integrated camera, full color touch screen monitor, ruggedized powder-coated steel housing, cash intake device, receipt printer and ID scanner.

Why Telmate?

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Increase Usage and Operating Efficiencies

Our range of communications products, automated admin tasks and deposit options drive increased system usage and unsurpassed operating efficiencies.

Innovative Technology

Our system is the most robust, full featured, and secure inmate communications platform available featuring deposit and account management, phone, video visits, social media, investigation tools, mobile access and full integration with commissary and JMS systems.

Unified Software Platform

Telmate's fully integrated software and hardware ecosystem has been designed and built by our engineers to meet the unique needs of the corrections industry.

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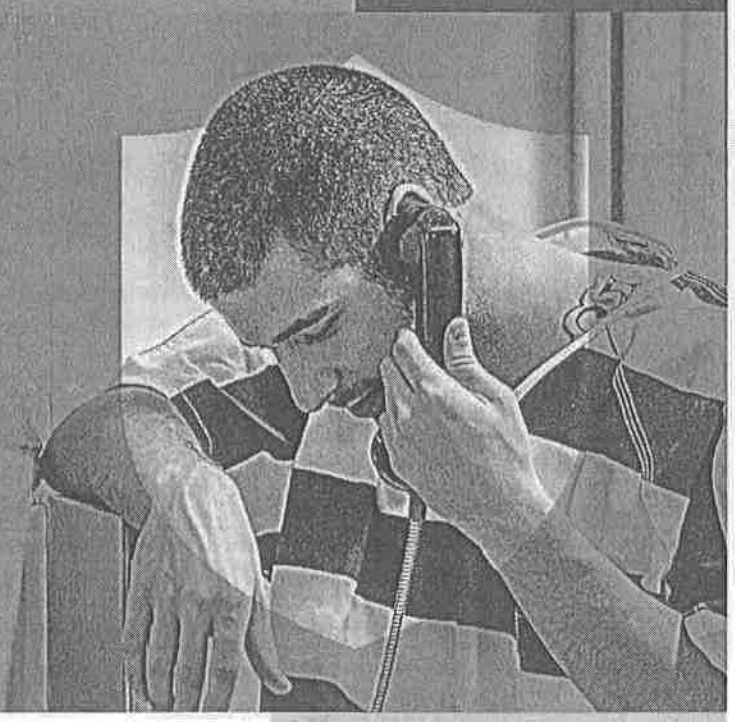
TELMATE PHONES



Telmate's modern all-digital network, state-of-the-art equipment, and unique, split-channel audio format ensure the clearest calls in the correctional industry.

Our Crystal Clear, All-Digital Network Features:

All-Digital Network
Telmate's digital backbone and intelligent routing maximizes call clarity over the wire.

No Legacy Analog Equipment
Unlike other vendors, Telmate has always been all-digital.

Centralized Calling Platform
With multiple mirrored data centers, Telmate allows for a configurable call experience and continuous access to call records and recordings.

Internal Routing
Telmate's call routing ensures dependable line quality.

Constant Call Sampling
Telmate audits call audio and connection quality, and adjusts settings with no staff involvement.

Minimal On-Site Equipment
For inmate phone calls, Telmate installs no software or storage on-site, which dramatically increases reliability, minimizes security risks, and provides facilities with more space.

Voice Biometrics + PIN for All Inmates
Since 2008, to fight fraud, Telmate has provided a voice biometric login option with PIN at no additional cost.

All of our devices are the highest quality and designed specifically for correctional institutions. Our all-digital network and centralized software is designed for crystal clear calling and call review.

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TELMATEPHONES

The Very Best Equipment
Telmate rigorously reviews, lab-tests and field tests correctional grade equipment for facility installations. We use the Quadrum Telecom, 6Q Phone, 6Q with "Lockdown Kit" and 6Q Visitation phone models as well as the 6Q2 and 7Q "Tough Guy" security phone models. Equipment includes the following:

- Rugged phones are encased in high security, 14-gauge stainless to withstand the extreme demands of correctional institutions.
- Vandal resistant handsets have armored cords with steel lanyards and heavy 14-gauge steel retainers, and contain no removable parts.
- Water spray resistance to protect against wiring shorts, and degradation of wiring and circuitry.
- Armored keypads are constructed of heavy chrome metal with a 1/8" thick steel vandal resistant plate and built in side-tone reduction with volume control.
- ADA compliant with a wide range of armored lanyard (cord) lengths available.
- Sturdy, water resistant wireless handsets for medical and similar supervised areas.

Labor Savings
- Wide Range of Available Languages: Over ten language options are offered as call service instructions for both inmates and call recipients, including Haitian, Creole and Navajo.
- Electronic Inmate Request Handling: Inmates can record complaints via phone, creating an auditable trail of all communications between staff and inmates. Telmate's customer service handles inmate inquiries with a same-day response and resolution.
- Inmate Voicemail: Voicemail eliminates the need for facility staff to pass notes to inmates. Facility staff can easily review voicemail and verify that the inmate has reviewed the message.
- Self-Service Accounting: Inmates are automatically notified of all deposits (via automated voicemail) and may check their balance at any time. Inmates may also transfer funds between commissary and inmate communication accounts.
- Predictive Analytics: Our system automatically monitors phones and can predict and deploy service updates before an issue arises.

Split-Channel Audio
With every call, the inmate's voice is recorded and stored in a separate audio channel so investigators can:

- Entirely isolate each side of every conversation.
- Adjust volume for each side of the conversation.
- Download call recordings as MP3 or WAV files.

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TELMATE VIDEO VISITS

Telmate's Video Visit system is the best way to manage inmate visitation and the most efficient means for friends and family members to stay in touch, on site or remotely.

With more local and remote video visits completed than any other provider, Telmate is the video visitation industry leader offering services in hundreds of facilities in the U.S. and Canada. For video visits inmates stay in their pod and use our Telmate Stations, which improves staff and inmate security, and provides a more efficient and high quality alternative to traditional visitation.

> **"Telmate offers the most comprehensive, efficient and advanced technology in the business today."**
>
> Sheriff Douglas Carter
> Hamilton County
> Sheriff's Office

Three Types of Video Visits

At the Facility
These visits are when friends and family go to your facility and sit at a video visit station in the lobby. Inmates are on a video visit station in their pod.

Remote From Personal Computers
At select facilities, friends and families may log in remotely from their own personal computers enabling scheduling and visits from the comfort of their own home.

Remote From Mobile Devices
Video visits go mobile with our system. At select facilities, friends and families are able to schedule and conduct their visits on the go using their mobile devices.

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TELMATE VIDEO VISITATION

The Benefits of Video Visits

For Facilities

Automatic Visit Scheduling With our easy-to use system, inmates, friends and family schedule their own visits online. Your staff no longer need to manually schedule visits, freeing them up for more pressing tasks.

Control, Safety & Security Inmates visit without ever leaving their pod, providing security for staff, and closing off a key avenue for contraband. Video-only communication ensures inmates can't use their body to shield hand-signals or written messages from wall mounted cameras.

Reviewable Anytime, Anywhere A single Web-based application allows staff to review inmate calls, video visits, set alarms, control access, and more from any internet Web browser or smartphone.

Automatic Notifications Sends automatic alerts to visitors whenever there is a scheduling update or cancellation, and also reminders as visit time approaches. The Telmate system also automatically reserves the necessary video visit stations.

Telmate Verified: Visitor Identity Verification Telmate Video Visits automatically uses our proprietary identity verification system called Telmate Verified so staff always know who's visiting whom.

PIN Theft and Identity Fraud Telmate is the only corrections communications provider offering continuous voice and image biometrics, continuously verifying inmate identity.

For Inmates, Friends & Family Face to Face Communication Inmates can now meet face-to-face with more contacts than ever before. Far away friends, counselors, attorneys, religious leaders, and their children.

Flexibility With Telmate Video Visits, friends and family can visit inmates when they want from wherever they want. Video visits allow for extended visiting hours, and both longer and more frequent visits.

Travel Savings & Convenience Chances are, correctional facilities are not right next door. With remote video visits friends and family can get immediate and personal communications without any of the hassle, expense or inconvenience associated with traveling to the facility.

Comfort Going to a facility for an in-person visit can be inconvenient, uncomfortable, and even intimidating, especially for small children. With remote video visits, friends and family can say goodbye to long drives, uncomfortable waits and harsh surroundings as they experience personal, remote visits from the comfort of their own home.

> **"Telmate has not only met our expectations but vastly exceeded them in regards to quality of service and technical support."**
>
> Lieutenant Chuck Brewer
> Oklahoma County Sheriff's Office

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TELMATETABLET

INMATE BENEFITS

The Telmate Tablet is not only innovating inmate communications, but also having a profound effect on inmate well-being.

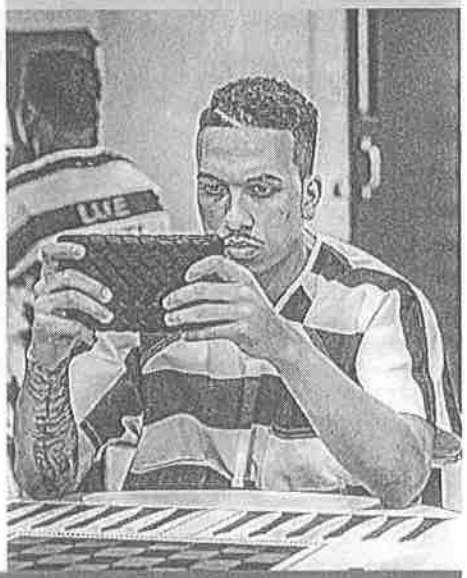
The Telmate Tablet is a secure, wireless device specifically designed for correctional facilities that transforms the way inmates spend their time and connect with the outside world.

The tablet allows inmates to communicate with their friends and family using the modern methods they're familiar with, including secured messaging and photo sharing, all at no cost to the general public. But the tablet is more than a 21st century communication device. It offers inmates the opportunity for self-improvement and personal development and a chance to use their time for something constructive.

The tablet's customizable platform offers inmate development and growth opportunities through a suite of services, including:

- Messaging & Photo Sharing
- Law Library
- Music & Entertainment
- Games
- News
- Library of eBooks
- Commissary Ordering
- Electronic Requests & Grievances
- Crime Tips
- PREA
- Continuing Education & GED

The Telmate Tablet settles the corrections environment by helping inmates turn long stretches of idle, negative time into active, engaging, and constructive time. The result is a calmer, less anxious, and less aggressive inmate.



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Building Responsibility and Reducing Risk

A lack of choice and responsibility is often a painful and aggravating aspect of incarceration contributing to anger and hostility. Telmate Tablets offer inmates small, safe areas of choice and responsibility, which promotes positive behavior, has a calming effect on inmate social dynamics, and reduces overall risk for staff.

Reducing Pressure and Stress

When a person is locked up minutes seem like hours. This expansion of time creates stress and a charged environment that can be hazardous for both inmates and staff. The Telmate Tablet allows for a series of daily interactions that settle the corrections environment by helping inmates turn long stretches of idle, negative time into active, engaging, and constructive time.

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TELMATE TABLET
FACILITY BENEFITS

The introduction of the Telmate Tablet, a secure, wireless handheld device, into the world of corrections communications brings a new wave of benefits for both staff and facility.

Security & Control

A reduction in inmate movement means fewer confrontations, a decrease in violence, and less opportunity for distributing contraband. The Telmate Tablet improves facility security and control by reducing inmate escorts to the law library, lessening medical and visitation escorts, and by eliminating potential conflict with other inmates in transport as well as contraband passed by physical mail and photos.

Operational Efficiencies

The Telmate Tablet helps automate repetitive high-cost administrative tasks, allowing staff more time to focus on what's important: security and control. The Telmate Tablet increases staff efficiency by allowing inmates the ability to schedule their own video visits, file requests and grievances, and manage their own funds, increasing facility staff efficiency.

Investigator Tools

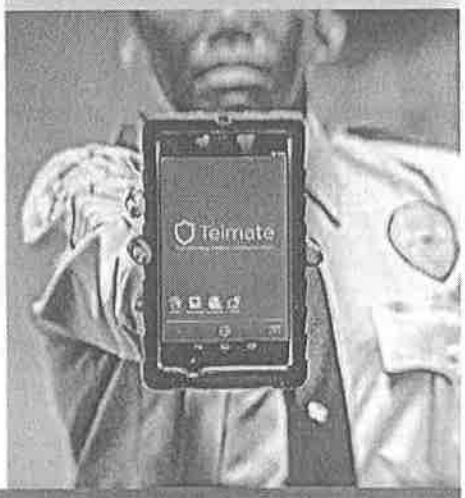
The Telmate Tablet increases an inmate's ability to communicate on Telmate's secure digital platform, which means facility investigators have more information about who inmates are and who they are communicating with on the outside. When using the Telmate Tablet in conjunction with Telmate Investigator, our suite of investigator tools, facility staff will gain even more actionable data to uncover and strengthen their investigation.

A New Data Gathering Touch Point

Information is power, and the more an inmate communicates the more data Telmate captures, digitally stores, and makes available to authorized personnel. The Telmate Tablet adds a valuable touch point to the Telmate communications platform, offering new ways to understand inmates and their relationship networks.

The Telmate Tablet is available today and already has both the largest install base and highest usage in the industry.

With over 2,800 users, the tablets generate over 3.5 M minutes of inmate usage per month and are deployed in 29 facilities in 16 states.



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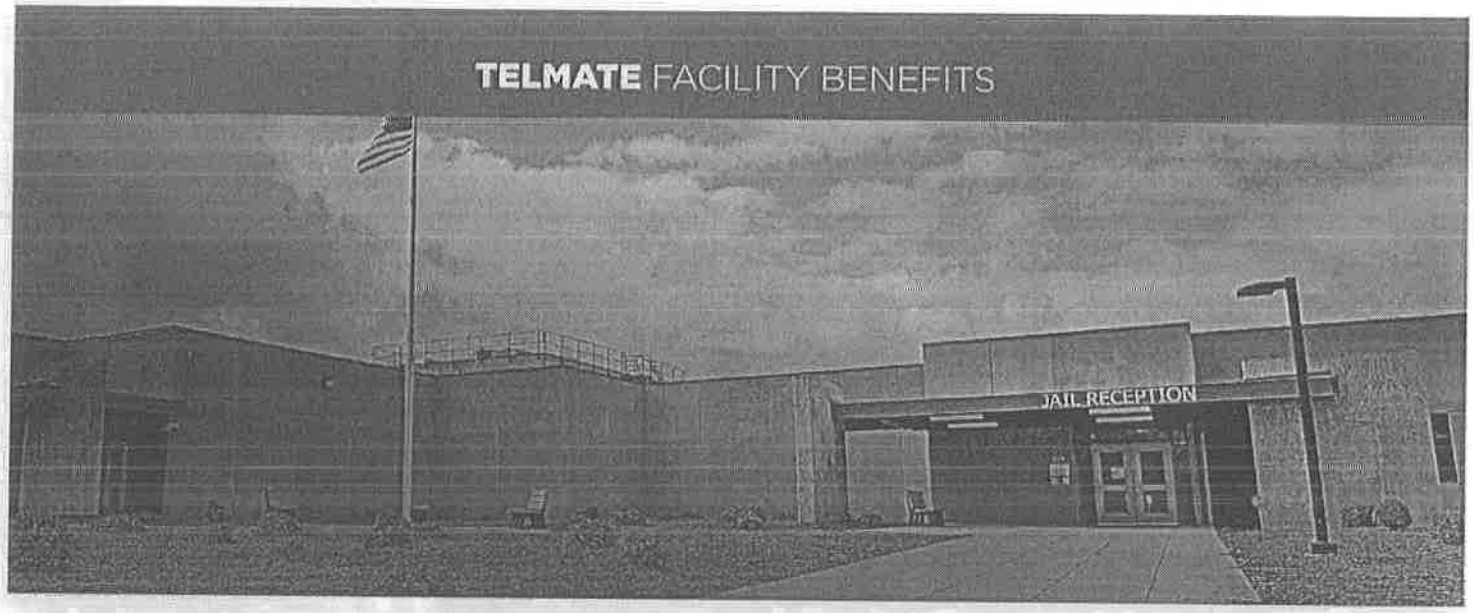
TELMATE FACILITY BENEFITS



The Positive, Powerful Impact on Inmate Behavior & Well-Being

At first, our customers embraced the Telmate tablet for the advancements in inmate communications, managing requests and grievances, and efficient content delivery. Now with over a year of data from dozens of facilities across the country, a much more significant and attractive benefit has emerged. Facilities are noting significant decreases in inmate-on-inmate and inmate-on-staff assaults as well as a general reduction in rule and behavior code violations. Whether inmates behave better for the privilege of tablet use, or that the device itself is enjoyable to use, one thing is certain—the Telmate Tablet is proving to be far more than just a communications technology innovation.

Building Responsibility and Reducing Risk: When inmates use Telmate Tablets, they regain small, safe areas of choice and responsibility, which promotes positive behavior, has a calming effect on inmate social dynamics, and reduces overall risk for staff.

Reducing Pressure and Stress: The Telmate Tablet actually settles the corrections environment by helping inmates turn long stretches of idle, negative time into active, engaging, and constructive time. The result is a calmer, less anxious, and less aggressive inmate population.

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TELMATEVERIFIED

With Telmate Verified, our automated identity verification system, we authenticate, so you can investigate.

Finding suspects who have a criminal record or warrant is easy, but investigators report the real challenge is finding the often invisible connections — those people who are "off the radar." While most inmate communication systems track some user identities, Telmate Verified is the only system in corrections that tracks every user and action within the Telmate system, including phone calls, deposits, video visits, messages, and shared photos.

Our investigator tools, called Telmate Investigator, work in tandem with Telmate Verified to aggregate data, turning an inmate's personal network into usable insights that help investigators connect the dots and unlock unprecedented crime-fighting intelligence. Telmate Verified is a force multiplier giving one investigator the strength and capability of five.

Any Interaction is a Way to Verify

From the initial point of contact to every subsequent interaction Telmate Verified is automatically building comprehensive user profiles. Each different point of contact into the Telmate system brings more information and continues to fill in a rich data picture for investigators. No matter what action they take, you'll know exactly who's interacting with who, every time.

"Telmate Verified empowers investigators by giving them the ability to positively identify their suspect, which is one of the most crucial processes and steps in a criminal investigation."

Jamie Harris
Detective Sergeant
Lake County Indiana

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TELMATEVERIFIED

With Telmate Verified, typically in only a few weeks of standard deposits, phone calls, visits and messages, our system creates a user dossier that used to take investigators months to amass.

How it Works

Data Collection at Account Creation
With Telmate Verified, information collection begins at account creation. When friends and family of an inmate want to receive calls, deposit funds, leave a voicemail, or schedule a video visit, they must create an account at a facility kiosk, over the phone, or online at www.getttingout.com. At each of these touchpoints, Telmate Verified harvests information such as: name, date of birth, phone number, address, zip code, and last four of a social security number.

Ongoing Data Gathering
Once a user has created an account and becomes Telmate Verified, additional information is constantly being updated and gathered. For example, if a user takes an action such as making a deposit or having a visit, or if they use a new credit card, scan a new ID, or have a new photo taken at a kiosk, Telmate Verified automatically adds the information to the user profile, bolstering the individual's overall data picture.

Data Analysis and Telmate Investigator
Telmate Verified in tandem with Telmate Investigator, our advanced suite of investigator tools, automatically culls data to create relationship networks that uncover links between inmates, friends and family and staff. Utilizing our "Connections" and "Timeline" tools, investigators can move with unprecedented speed and accuracy to identify who, did what, where and with whom.

Telmate Verified is the secret sauce that makes it possible for investigators to strengthen the acuity of their investigations and go light-years farther than previously thought possible. With a database of hundreds of thousands of verified users, investigators can search warrants, flag deposits, unravel gang alliances, thwart extortion and find new evidence to incriminate suspects under investigation.

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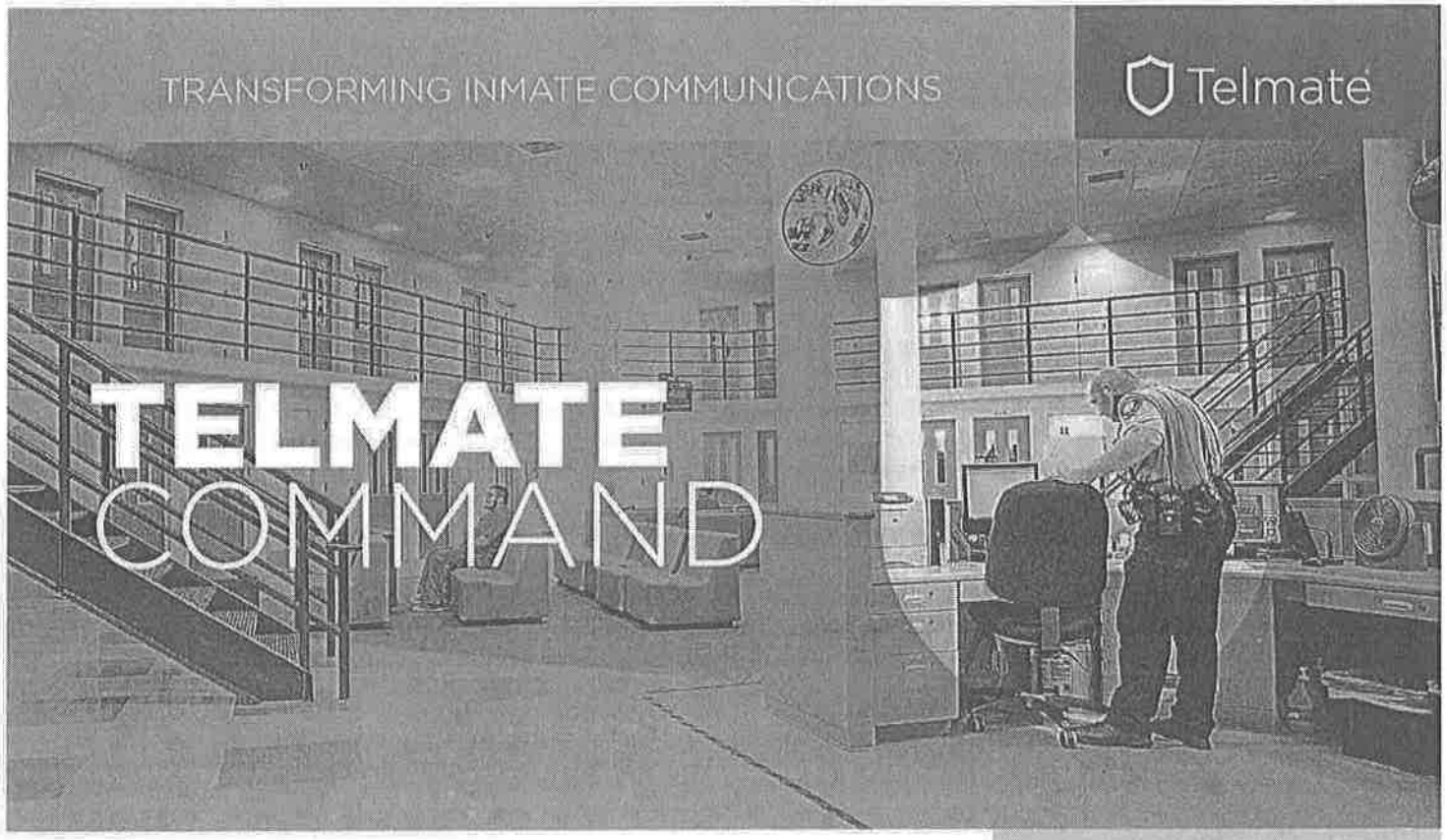

Designed specifically for corrections and detention facilities, Telmate Command is our suite of powerful, industry-leading products designed to maximize control and security, increase operating efficiencies, and solve crimes.

TelmateCommand Center

Telmate Command Center is the hub of the communications platform for facility staff. From any computer with a Web connection and authorization clearance, facility staff can log in to Telmate Command Center and have total access to the management system with complete control of inmate communication and account management.

TelmateVerified

Telmate Verified is the industry's only automated verification system that captures and confirms the identity of every person who interacts with an inmate. While most inmate communication systems track some user identities, Telmate Verified is the only system in corrections that tracks every user and action, including phone calls, deposits, video visits, messages, and shared photos. From the initial point of contact to every subsequent interaction, Telmate Verified is automatically building comprehensive user profiles so you'll always know who, did what, when, and from where.

"Our inmate population in the new facility multiplied by a factor of four over our old facility, and the advantages that Telmate has provided to us have helped us to keep the facility running smoothly."

Sheriff Walt Femling
Blaine County
Sheriffs Office

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TELMATECOMMAND

TelmateInvestigator

Our system's suite of investigator tools is a powerful, technologically-advanced crime-fighting kit that helps law enforcement officials, district attorneys and detectives reduce crime, solve criminal cases and reduce court costs.

Telmate Investigator features a "Connections" tool that takes user actions like phone calls, voicemail, visits and deposits and creates powerful relationship networks which uncover suspicious contacts. Telmate Investigator also features a "Timeline" tool that compiles a simple-to-browse and digest chronology of all inmate actions from booking to release.

TelmateInvestigator includes

- Call Pattern Analysis
- Contact Analysis
- Communication Timeline
- Automated Alarms
- Configurable Alerts
- Predictive Relationship Analysis
- Relationship Visualization Tools
- Call Destination Mapping
- Live Call Monitoring
- Call and Video Playback
- Inmate and Contact Profiles
- Voice and Image Biometrics
- 3-Way Call Detection
- Evidence Reporting
- Configurable Alarms and Alerts
- Web Based Application

TelmateReports

The Telmate system is fully auditable, meaning facility staff and investigators can run custom reports on every aspect of inmate communications including calls, visits, deposits, relationships, billing and so much more. With Telmate Reports, system activity is just a click away ensuring staff and investigators are always in the know and in control.

"Telmate has made good on its promise to run the telephone system so we can focus on running the jail!"

Sheriff Timothy Miller
Miami County Sheriff's Office

Why Telmate?

The Industry's Best Service and Support

We offer the industry's best customer service with live US-based, bi-lingual 24/7 toll-free support, in-house repair technicians, 24 hour circuit monitoring and two hour, on-site response time.

Increase Usage and Operating Efficiencies

Our range of communications products, automated admin tasks and deposit options drive increased system usage and unsurpassed operating efficiencies.

Innovative Technology

Our system is the most robust, full featured, and secure inmate communications platform available featuring deposit and account management, phone, video visits, social media, investigation tools, mobile access and full integration with commissary and JMS systems.

Unified Software Platform

Telmate's fully integrated software and hardware eco-system has been designed and built by our engineers to meet the unique needs of the corrections industry.

Telmate is one of the fastest growing inmate communications systems in North America currently providing service to hundreds of correctional facilities in nearly every U.S. State and four Canadian Provinces. From city and county jails to federal facilities, Telmate serves populations of all sizes—many exceeding 1,000 beds.

UPGRADE your inmate communications system to Telmate.
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Telmate

TRANSFORMING INMATE COMMUNICATIONS

Telmate

TELMATE INVESTIGATOR

Telmate Investigator is a powerful, technologically-advanced suite of tools that provides actionable intelligence helping law enforcement to prevent and solve crime.

With Telmate Investigator facilities can instantly analyze inmate's personal networks and gain unprecedented crime fighting intelligence.

- Call Pattern Analysis
- Contact Analysis
- Communication Timeline
- Cell Phone Data Extraction
- Relationship Analysis
- Visualization Tools
- Call Destination Mapping
- Live Call Monitoring
- Call and Video Playback
- Inmate & Contact Profiles
- Voice & Image Biometrics
- 3-Way Call Detection
- Evidence Reporting
- Configurable Alarms and Alerts
- Web Based Application
- Inmate Charges

"Telmate Investigator allows us to think outside the box, giving us intimate knowledge during investigations."

Sergeant Jamie Harris
Lake County Police Department Detective

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TELMATEINVESTIGATOR

THE TELMATE DIFFERENCE

Telmate Verified
Telmate Investigator features Telmate Verified the industry's only automated identity verification system that tracks every user and action within the Telmate system, including phone calls, deposits, video visits, messages, and shared photos. Telmate Verified is a force multiplier giving one investigator the strength and capability of five.

Telmate Face & Voice Biometrics
Telmate has the most comprehensive and accurate biometric solution on the market. It is the ultimate investigation tool that helps identify and flag all unapproved inmate video visit participants.

Designed, Built & Supported In-House
Most companies simply buy third party solutions and force an integration with their system. Telmate Investigator, like all Telmate products, integrates seamlessly with all our products because it is designed, built and supported by our in-house team of elite engineers.

Included With Every Installation
Telmate Investigator is included free with every installation. While others may charge extra, or manipulate commissions for their investigator tools, Telmate feels powerful crime-fighting tools have a massive impact on the safety of facilities and communities and must be included for all clients in every installation.

CORE TOOLS

Connections Tool
We know that investigators spend a huge amount of time combing through visitation logs, phone records and deposit records to determine who your residents are in contact with. Our Connections Tool leverages inmate communications activity with Telmate Verified to identify an inmate's personal networks and to highlight suspicious activity.

Timeline Tool
The Telmate Timeline Tool compiles an inmate's history into a single sortable history. All data can be filtered and sorted, and can easily be exported as PDF documents for trial exhibits. The Timeline Tool combines booking information, calls, voicemail, video visits, deposits, messages and photos.

3-Way Call Handling
Telmate has the most comprehensive and accurate 3-way call detection system in the industry. With Telmate, suspected 3-way calls are automatically flagged and all suspected 3-way calls are reviewed by live Telmate operators in less than 5 minutes.

Cell Phone Data Extraction
Through our exclusive partnership with ***Access Data*** (the same technology utilized by the FBI and DOD), with a warrant or consent, all inmate cell phone data can be seamlessly imported into Telmate Investigator for instant evaluation and analysis.

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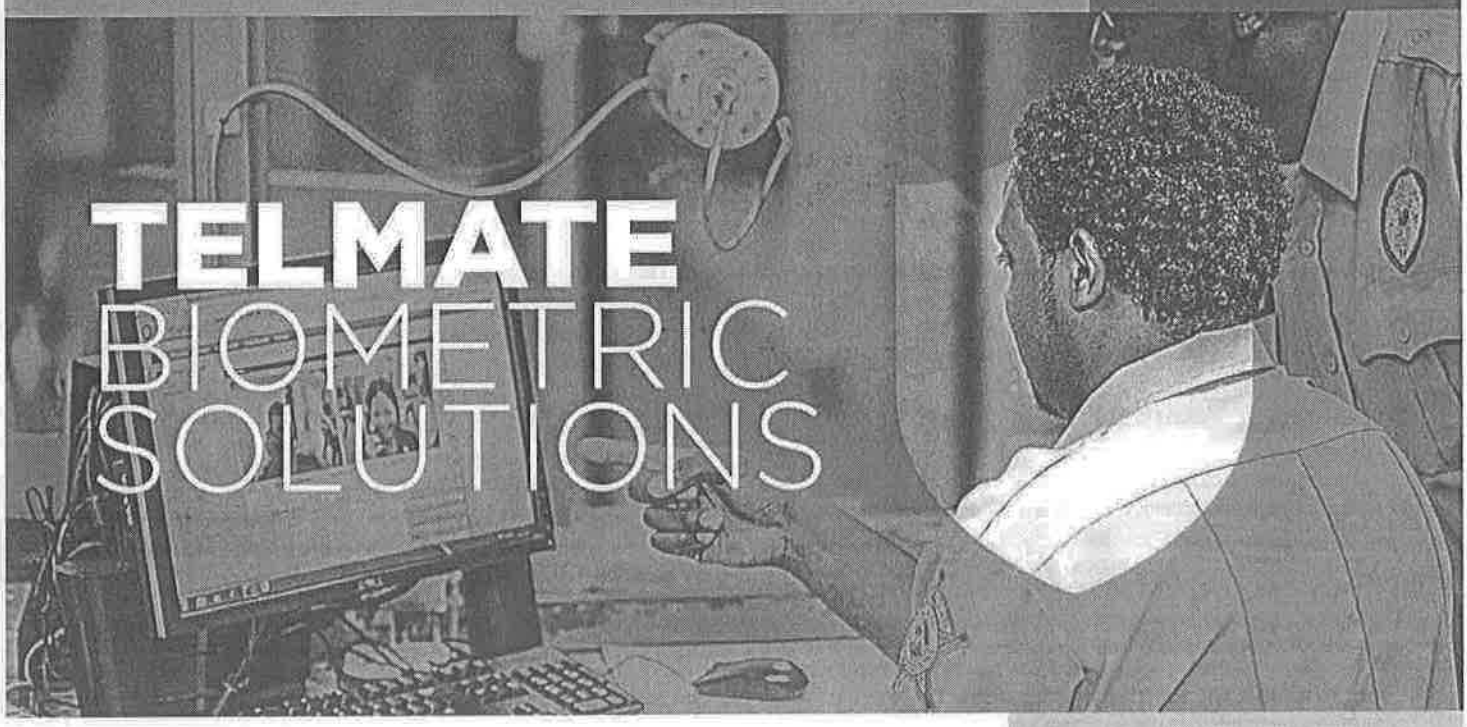
Telmate



TELMATE BIOMETRIC SOLUTIONS

Telmate's advanced and comprehensive image and voice biometric solutions verify the identity of every contact, measuring and analyzing unique physical and behavioral characteristics.

Image Biometrics: Do You Really Know Who is Visiting?

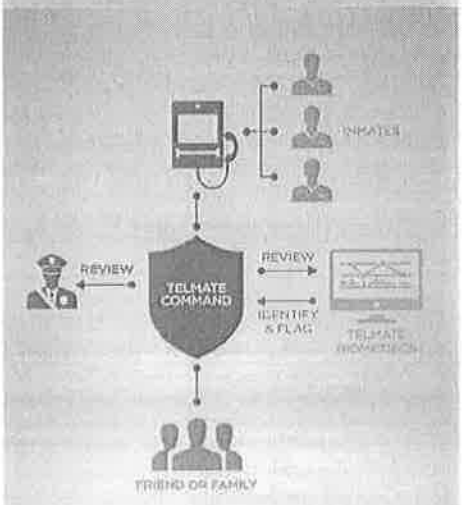
Security is a concern with every inmate interaction. When inmates conduct video visits, it is essential to ensure that the inmate that booked the visit is the one that conducts the visit, from start to finish.

With Telmate, every video visit is comprehensively analyzed for rule violations, including communications from unauthorized inmates. During this analysis, the Telmate system compares every face with a known and verified photo of the approved participants. When a mismatch is identified, the Telmate system instantly compares the unrecognized facial image with other verified inmate photos housed in the same location in an attempt to identify the unauthorized inmate participant. Next, Telmate timestamps any identified violation in the video and flags the live video visit for immediate review by facility investigators, along with a shortcut link that allows staff to quickly jump to and review the suspicious section of video and see the potential identity of the perpetrator.

Telmate has the most comprehensive, and only 100% accurate, unapproved video visit participant detection system in the industry today. Telmate biometric solutions result in a unique methodology that:

- Prevents repeat occurrences of extortion, or using visitation funds as a form of contraband.
- Creates an effective investigation tool by identifying and flagging all unapproved inmate video visit participants.
- Increases security by ensuring that all inmate communications are identified and attributed to the correct inmate

Telmate's image and voice biometric solutions increase facility security, prevent fraudulent calling, and thwart the extortion of calling funds.



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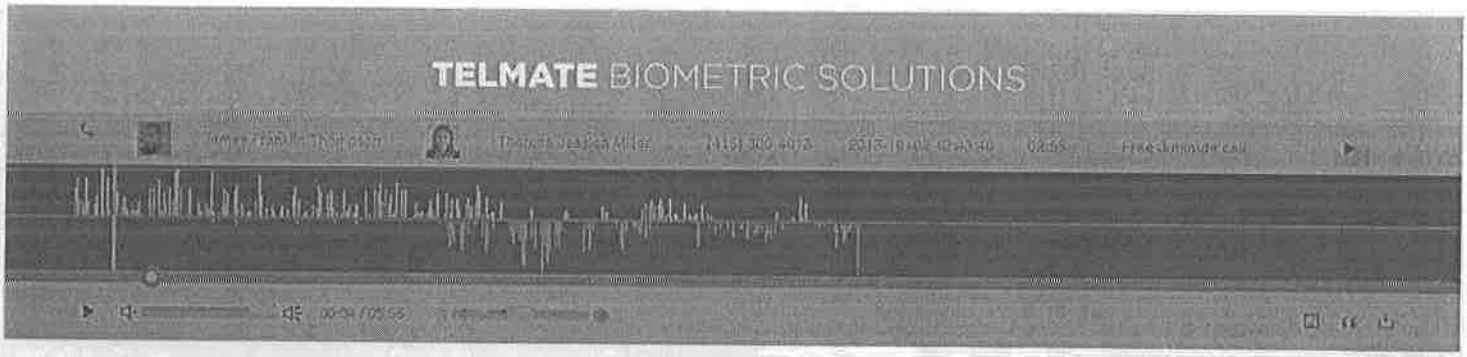
TELMATE BIOMETRIC SOLUTIONS



Voice Biometrics: To Telmate, Every Inmate's Voice is Like a Fingerprint.

Every human voice carries with it a unique set of characteristics. Each voice reflects acoustic patterns defined by the speaker's anatomy, such as the size and shape of their mouth, nasal cavity and throat, and environmental (learned) patterns, such as accent, pitch, speed and cadence. Telmate can take each inmate's voice, and use it in the following ways:

1. Voice Biometric Authentication

Even in a secure facility, inmates are susceptible to PIN theft and extortion. To prevent fraudulent calling and protect inmates' call investments, Telmate creates and stores a voice print of every inmate. When an inmate places a call, we compare the caller's voice to the stored voice print using a rigorous set of measurements and comparisons. The comparison is made even more accurate by isolating the comparison to inmates who have physical access to that particular phone.

2. Continuous Voice Biometrics

Once an inmate identifies himself there is a chance the phone will be passed to another individual in an attempt to bypass an inmate's calling restrictions, extort calling funds from another inmate, or trick investigators who are reviewing calls from the inmate. To prevent this, Telmate monitors voice throughout the call, looking for any deviation indicating a second speaker. When a second speaker is detected, Telmate flags the call for review and offers a probability of who the new speaker might be by comparing it to the voice prints of others with access to that phone. Telmate's Automated Speaker Recognition System (ASRS) sends a link to investigators so they can quickly see and review when the second voice was detected.

3. Speech to Text

Telmate's speech-to-text technology allows investigators to automatically transcribe inmate phone calls. Telmate uses one of the best speech-to-text software solutions available making phone call transcription quick and fully integrated. Investigators simply select any completed calls, add them to a transcription queue, and then initiate automatic conversion to text. Once transcribed, the transcript appears as an investigator note attached to the call record in Telmate Command.

4. Advanced Voice Analysis

Advanced voice analysis can be an effective indicator of individuals and behavior worthy of further investigation. Telmate is in the process of testing voice analysis to allow investigators the ability to see which parts of a conversation are accompanied by indications of violence to self, violence to others and deception. Telmate's voice stress analysis compares an inmate's voice to past samples and looks for signs of stress, depression and changes in pitch and speed that frequently precede aggressive behavior. In addition, when compared with stored voice recordings, such as past phone calls, Telmate's software indicates voice changes correlated with extortion, fraud and deception.

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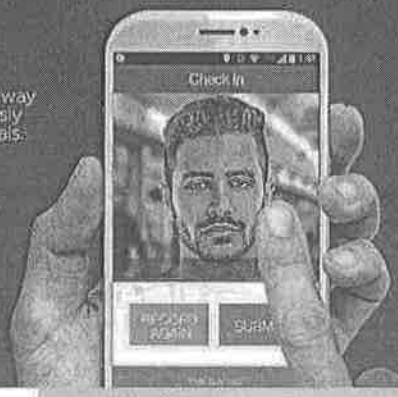
TELMATE GUARDIAN™

Efficient
No software or hardware means doing more with less.

Affordable
Guardian is more cost effective than other monitoring solutions.

Effective
A secure and easy way to monitor previously untracked individuals.



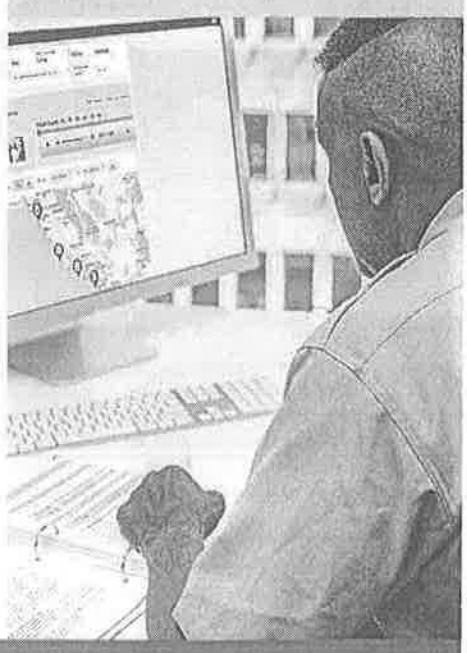
www.telmate.com/guardian

Telmate Guardian is a technically advanced, low-cost smartphone-based, GPS monitoring solution for "community corrections" including pre-trial, work release, probation and parole.

Guardian requires no new hardware for case manager or enrollee, and features innovative face and voice detection technology. Guardian gives jail administrators, courts, and parole and probation departments confidence that they are utilizing the most innovative, effective and secure monitoring solution on the market.

We mixed a smartphone, with even smarter offender monitoring technology.

It's just plain genius.



Monitor More Enrollees
Guardian makes it simple for case managers to actively monitor more individuals.

Device Location Monitoring
The enrollee's smartphone automatically reports its location at configurable intervals throughout each day via GPS device monitoring.

Discreet Interactions
A phone is far less embarrassing and limiting than an ankle monitor for employment.

Efficient Dashboard Screen
Guardian's dashboard makes all violation data available in real-time, eliminating the time-consuming need for case managers to sift through dense emails and faxes.

Geo Zones
Case managers can easily designate multiple inclusion and exclusion zones.

Cost Savings
Less than the cost of most ankle and GPS monitoring devices on the market today.

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TELMATEGUARDIAN

How Guardian Works

1 **Enroll/Install Smartphone Application**
A case manager sets up a new user online, and provides a unique PIN to the enrollee. The enrollee installs the Android or iOS application on their smartphone, and enters their unique PIN to get started.

2 **Enrollees are Prompted to Check In**
Enrollees receive a smartphone notification at random intervals prompting a "check-in." Enrollees respond to check-in alerts by speaking a random series of numbers while multiple photos are taken. The frequency of check-ins is set by the case manager, and check-ins may also be triggered manually, at any time.

3 **Face and Voice Detection**
The voice recording and photos from each check-in are immediately available for review to ensure an accurate, positive match.

4 **Device Location Monitoring**
Guardian features GPS device monitoring where the enrollee's smartphone automatically reports its location at configurable intervals throughout each day, providing additional reporting between required enrollee check-ins.

5 **Staff Tracking/Alarms**
Using browser-based mapping and analysis software, all check-ins are tracked, logged and measured against the individual's custom parameters. Staff may opt to receive immediate alarms if individuals violate any term of their monitoring agreement. Printable summaries are available for case review.

The enrollee's smartphone automatically reports its location at configurable intervals throughout each day.

Enrollee Benefits

Guardian provides the newest generation of enrollees a familiar, mobile monitoring solution (including face and voice verified check-ins and notifications) that is more discreet than an ankle monitor. Guardian works with Android & Apple smartphones, requires no new equipment and enables simple, painless check-ins. Guardian supports documentation transparency and full audit trails for enrollees, and has limited bandwidth requirements.

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Telmate

Telmate®

Friends & Family Benefits

TRANSFORMING INMATE COMMUNICATIONS

The Benefits of Video Visits

Flexibility
With GettingOut, you can visit an inmate when you want, from where you want. Video visits allow for extended visiting hours, and both longer and more frequent visits.

Flexibilidad
Con GettingOut, usted puede visitar a un interno cuando lo desee, desde donde usted lo desee. Las visitas de video le permiten hacer visitas en horarios extendidos, más largas y frecuentes.

Travel Savings & Convenience
Chances are, the facility housing your loved one is not next door. With remote video visits you can arrange an immediate and personal communication without any of the hassle, expense or inconvenience associated with traveling to the facility.

Ahorro en Viajes y Menos Inconvenientes
Es probable que el instituto que alberga a su ser querido no esté cerca de donde usted se encuentra. Con las visitas de video remotas usted puede organizar un enlace inmediato y personal sin ninguno de los problemas, gastos o inconvenientes relacionados con un viaje al instituto.

Comfort
Going to a facility for an in-person visit can be inconvenient, uncomfortable, and even intimidating, especially for small children. With remote video visits, friends and family can say goodbye to long drives, uncomfortable waits and harsh surroundings as they enjoy personal, remote visits from the comfort of their own home or even on the road.

Comodidad
Ir a un instituto para una visita personal puede ser inconveniente, incómodo e incluso intimidante, especialmente para los niños pequeños. Con las visitas de video remotas, amigos y familiares pueden olvidarse de largos recorridos conduciendo, esperas incómodas y un ambiente severo, al disfrutar de visitas remotas personales desde la comodidad de su propio hogar o incluso desde el camino.

gettingout

NEED HELP?
www.gettingout.com
866 / 516 - 0115

Make Deposits
Phone Calls & Voicemail
Schedule Video Visits
Messaging
Photo Sharing

GettingOut is Powered by
Telmate

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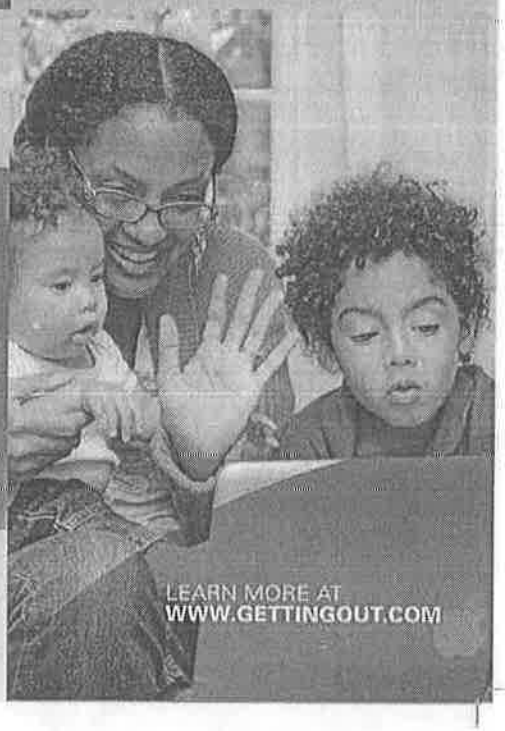
VIDEO VISITS
Face to Face with Your Loved One or Friend

Video conversations are available at your facility, from your computer or mobile device.

gettingout



LEARN MORE AT
WWW.GETTINGOUT.COM

What is a Video Visit?

Video visits are like phone calls, but with video, and they are available now from most internet-connected devices. With video visits, our sophisticated system allows inmates, friends, family and loved ones to enjoy more personal, longer and more frequent visits.

Las visitas de video son como llamadas telefónicas, y ahora están disponibles desde casi cualquier dispositivo que se pueda conectar a Internet. Con las visitas de video, nuestro sofisticado sistema permite que internos, amigos, familiares y seres queridos puedan disfrutar de visitas más personales, largas y frecuentes.

Find out if video visits are available at your facility

Visit www.gettingout.com/schedule-a-visit/

Types of Video Visits

At Facility

These visits are when you go to your facility and sit in the designated visitation center at the facility. Your loved one or friend will be on a video visitation station from within their housing unit.

En el Centro de Detención

Estas visitas son las que se realizan cuando usted va a su instituto y se sienta en el centro de visita designado en dicho instituto. Su ser querido o amigo estará en una estación de visita de video dentro de su unidad habitacional.

From Computer

With GettingOut, you don't need to travel to the facility to have a visit. With any Web-connected computer, you can visit your inmate from the comfort of home or work.

Desde la Computadora

Con GettingOut, usted no necesita viajar al instituto para poder hacer visitas. Con cualquier computadora conectada a Internet, usted puede visitar a su interno desde la comodidad de su hogar o trabajo.

Mobile Device

Visitation goes mobile with our system. At select facilities friends and families can have video visits from their own mobile devices. If mobile device visiting is not yet available from your facility, check www.gettingout.com for updates.

Dispositivo Movil

Las visitas se vuelven móviles con nuestro sistema. En ciertos centros, amigos y familiares pueden hacer visitas de video desde sus propios dispositivos móviles. Si la visita de video a través de dispositivo móvil no está disponible aún para su instituto, revise www.gettingout.com para actualizaciones.

How to Schedule a Video Visit

How to Schedule a Video Visit At the Facility

Step One

Using the lobby kiosk, select the Schedule Visit button (Note: You need to have a valid ID handy). Decide where you want to have the visit: at the facility, at home using your computer, or on your mobile device (if available). Next, suggest a date and time for the visit from the calendar.

Cómo Programar una visita de video en el Instituto

Utilizando el kiosco del lobby, seleccione el botón Programar Visita (Nota: Necesitará tener a la mano una identificación válida). Decida si desea realizar la visita desde el centro de detención, su computadora o desde su dispositivo móvil (si esta disponible). Sugiera entonces, en el calendario, un día y hora para la visita.

Step Two

Wait for confirmation from your loved one or friend. Your visit is not booked until you receive confirmation.

Espere la confirmación de su ser querido o amigo. Su visita no esta programada hasta que no reciba esta confirmación.

Step Three

After your visit is confirmed, log in at the designated date and time. If visiting on-site, log in to a visitation station at the designated date and time. If visiting remotely, log in to visit.telmate.com to begin your visit.

Después de que su visita haya sido confirmada, conéctese en la fecha y la hora designadas. Si hace la visita desde el instituto, inicie sesión en una estación de visita en el día y la hora designados. Si su visita es remota, ingrese a visit.telmate.com para iniciar su visita.

How to Schedule a Video Visit Online

Go to www.gettingout.com and log in or create an account.

Vaya a www.gettingout.com y conectese, o cree una cuenta.

Did You Know?

Prepaid Saves Up to 50%
If you set up a Prepaid Account you can save up to 50% over the price of collect calls and you get access to a range of services.

Con Prepago Ahorra Hasta un 50%
Si crea una Cuenta de Prepago puede ahorrarse hasta un 50% sobre el precio de las llamadas por cobrar y además tiene acceso a varios de nuestros servicios.

You Decide Who Controls the Money
When you make a deposit, you decide if you want to control the funds (Friend and Family account), or if you will give control to your loved one or friend (Inmate Account).

Usted Decide Quién Controla el Dinero
Cuando realiza un depósito, decida si quiere controlar los fondos usted mismo (Amigos y Familiares), o si desea darle este control a su ser querido o amigo (Cuenta de interno).

You Don't Need a Credit Card to Make a Deposit
We also offer MoneyGram and Money Orders for those without credit cards. We also accept cash deposits from any Telmate kiosk in your state.

Usted No Necesita Una Tarjeta de Crédito Para Hacer un Depósito
También ofrecemos MoneyGram y Money Orders para quienes no tienen tarjetas de crédito. También aceptamos depósitos en efectivo desde cualquier kiosco Telmate en su estado.

You Can Now Do Video Visits from Home
At select facilities you can now do a video chat visit from your computer or mobile device! Check back at www.gettingout.com to see the full list of services available at your facility.

Ahora Puede Realizar Visitas de Video Desde Casa
En algunas instituciones, ¡usted puede realizar una visita de video desde su computadora o dispositivo móvil! Revise de nuevo gettingout.com para ver la lista completa de servicios disponibles en su instituto.

gettingout

To create a new account, send messages, share photos or schedule video visits, go to www.gettingout.com

Ir a www.gettingout.com y listo. o Crea una Cuenta.

NEED HELP?
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866 / 516 - 0115

Make Deposits
Phone Calls & Voicemail
Schedule Video Visits
Messaging
Photo Sharing

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OVERVIEW
GETTINGOUT .COM More ways than ever to stay connected!

Everything you need to communicate with your loved one or friend

gettingout

GettingOut.com is a website designed to help you easily get, and stay connected with your incarcerated loved one or friend. Simply visit www.gettingout.com to set up an account, make deposits, send messages, share photos and schedule video visits. In addition, at www.getttingout.com you have access to helpful resources, videos and articles designed to help make your experience as easy as possible.

GettingOut.com es un sitio web diseñado para ayudarle a comunicarse y a mantenerse conectado fácilmente con su ser querido o amigo recluido. Simplemente visite www.gettingout.com para crear una cuenta, realizar depositos, enviar mensajes, compartir fotos y programar visitas de video. Además, en www.gettingout.com usted tiene acceso a útiles recursos, videos y articulos diseñados para ayudarle a que su experiencia sea lo más fácil posible.

Create an Account
The first simple step in getting connected to your friend or family member is to create an account at www.getting.com. Once you have an account set up, our entire communications platform is at your fingertips.

Cree Una Cuenta
El primer y sencillo paso para conectarse con su amigo o familiar, es crear una cuenta en www.gettingout.com. Una vez que haya creado una cuenta, toda nuestra plataforma estará al alcance de sus dedos.

Schedule Visits
Visit scheduling is now a snap. Simply login, suggest a time, wait for your friend or loved one to confirm, and then show up. It's that easy. In select facilities, now you can even have Video Visitations remotely using your home computer and mobile device.

Programe Visitas
Programar visitas es ahora facilísimo. Simplemente entre a la página, sugiera una fecha y hora, espere a que su amigo o ser querido confirme y después visítelo. Es así de fácil. En algunas instituciones ahora hasta puede tener visitas de video remotas usando su computadora de casa y dispositivo móvil.

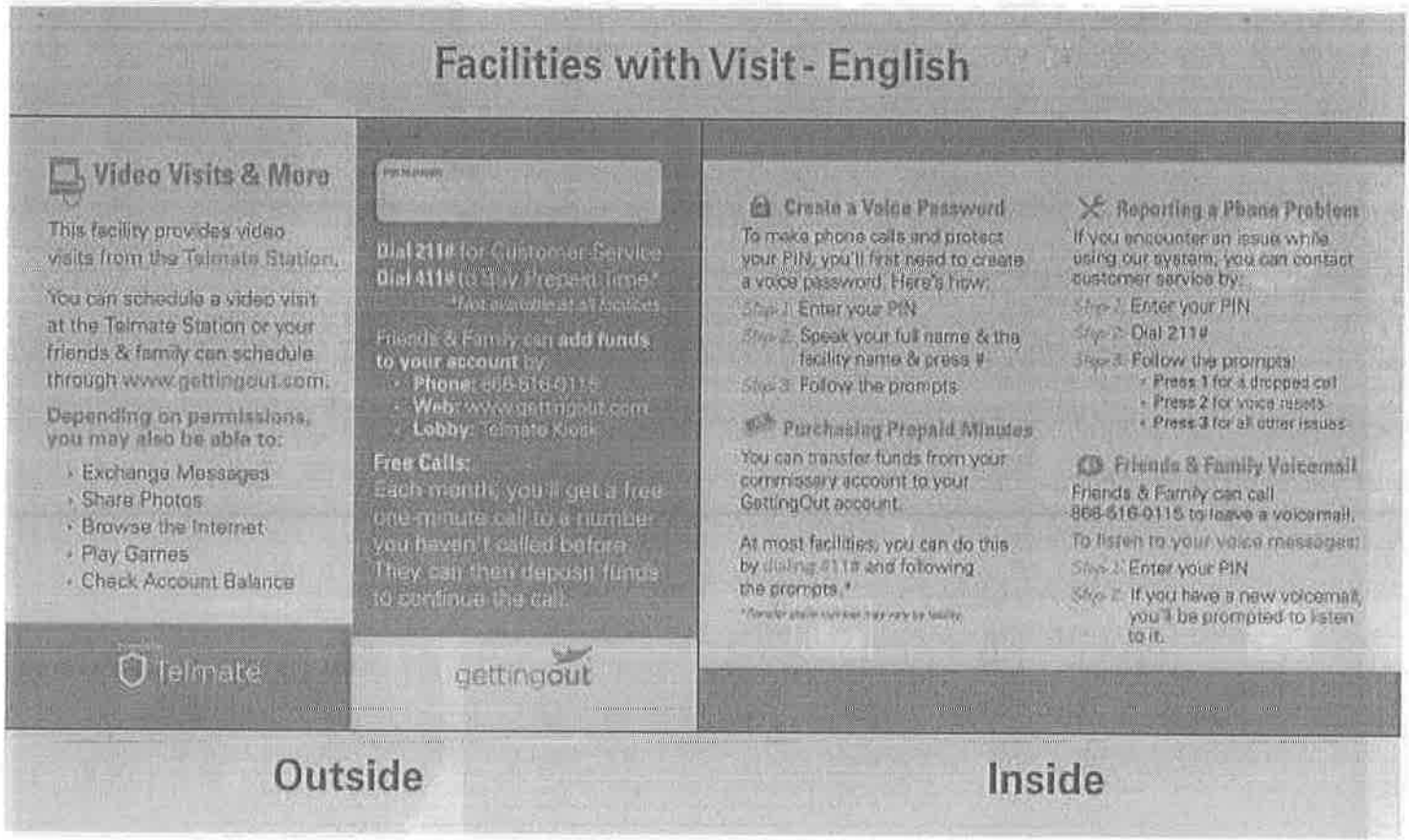
Make Deposits
Once you have created an account, you will be able to instantly make deposits to your friend or family's account. All deposits are instant and secure!

Haga Depositos
Una vez que haya creado una cuenta, podrá realizar, de manera instantánea, depósitos a la cuenta de su amigo o familiar. ¡Todos los depositos son instantáneos y seguros!

Phone Calls, Messages, Photo Sharing & More!
Learn about our phone system as well as three different ways you can leave messages including Voicemail, Secure Internal Email, Secure Messaging & Photo Sharing.

Llamadas Telefonicas, Mensajes, Compartir Fotos ¡y Más!
Conozca acerca de nuestro sistema telefónico, así como de las tres maneras en que usted puede dejar mensajes, incluyendo mensajes de voz, correo electrónico interno seguro, así como compartir fotos y enviar mensajes seguros.

Facilities with Visit - English



Video Visits & More

This facility provides video visits from the Telmate Station.

You can schedule a video visit at the Telmate Station or your friends & family can schedule through www.gettingout.com.

Depending on permissions, you may also be able to:

- Exchange Messages
- Share Photos
- Browse the Internet
- Play Games
- Check Account Balance

telmate

PIN NUMBER

Dial 211# for Customer Service
Dial 411# for TTY/Relay Service*
*Not available at all facilities

Friends & Family can **add funds to your account** by:

- **Phone:** 866-516-0115
- **Web:** www.gettingout.com
- **Lobby:** Telmate Kiosk

Free Calls:
Each month, you'll get a free one-minute call to a number you haven't called before. They can then deposit funds to continue the call.

gettingout

Create a Voice Password

To make phone calls and protect your PIN, you'll first need to create a voice password. Here's how:

Step 1: Enter your PIN
Step 2: Speak your full name & the facility name & press #
Step 3: Follow the prompts

Purchasing Prepaid Minutes

You can transfer funds from your commissary account to your GettingOut account.

At most facilities, you can do this by dialing 411# and following the prompts.*

*Transfer phone number may vary by facility.

Reporting a Phone Problem

If you encounter an issue while using our system, you can contact customer service by:

Step 1: Enter your PIN
Step 2: Dial 211#
Step 3: Follow the prompts:

- **Press 1** for a dropped call
- **Press 2** for voice issues
- **Press 3** for all other issues

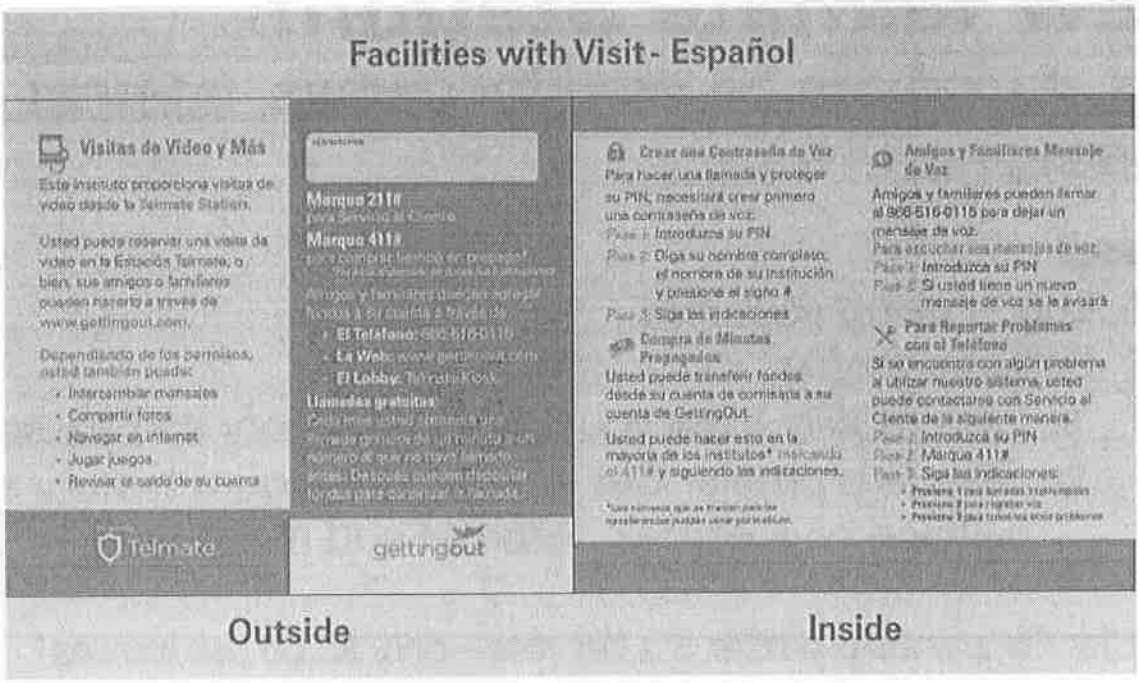
Friends & Family Voicemail

Friends & Family can call 866-516-0115 to leave a voicemail.

To listen to your voice messages:

Step 1: Enter your PIN
Step 2: If you have a new voicemail, you'll be prompted to listen to it.

Outside **Inside**


Facilities with Visit - Español
Visitas de Video y Más
Este instituto proporciona visitas de video desde la Telmate Station.
Usted puede reservar una visita de video en la Estación Telmate, o bien, sus amigos o familiares pueden hacerlo a través de www.gettingout.com.
Dependiendo de los permisos, usted también puede:
• Intercambiar mensajes
• Compartir fotos
• Navegar en internet
• Jugar juegos
• Revisar el saldo de su cuenta
Telmate
Marque 211#
Marque 411#
Amigos y familiares pueden depositar fondos a su cuenta a través de:
• El Teléfono:
• La Web: www.gettingout.com
• El Lobby: Tarjeta de crédito
Llamadas gratuitas
gettingout
Crear una Contraseña de Voz
Para hacer una llamada y proteger su PIN, necesitará crear primero una contraseña de voz.
Paso 1: Introduzca su PIN
Paso 2: Diga su nombre completo, el nombre de su institución y presione el signo #.
Paso 3: Siga las indicaciones
Compra de Minutos Prepagados
Usted puede transferir fondos desde su cuenta de comisaría a su cuenta de GettingOut.
Usted puede hacer esto en la mayoría de los institutos* marcando el 411# y siguiendo las indicaciones.
Amigos y Familiares Mensaje de Voz
Amigos y familiares pueden llamar al 866-516-0115 para dejar un mensaje de voz.
Para escuchar sus mensajes de voz:
Paso 1: Introduzca su PIN
Paso 2: Si usted tiene un nuevo mensaje de voz se le avisará
Para Reportar Problemas con el Teléfono
Si se encuentra con algún problema al utilizar nuestro sistema, usted puede contactarse con Servicio al Cliente de la siguiente manera.
Paso 1: Introduzca su PIN
Paso 2: Marque 411#
Paso 3: Siga las indicaciones:
Outside
Inside

gettingout

New Telmate Station!

This station can be used for games, internet and messaging ONLY.

To use:

1. Log in using your PIN
2. Select a profile
   a. *Free profile:* View your account history and balance
   b. *Standard profile:* Get access to account history and balance plus games, internet and messaging.

Cost for the standard profile is a flat rate—only $0.05 per minute!

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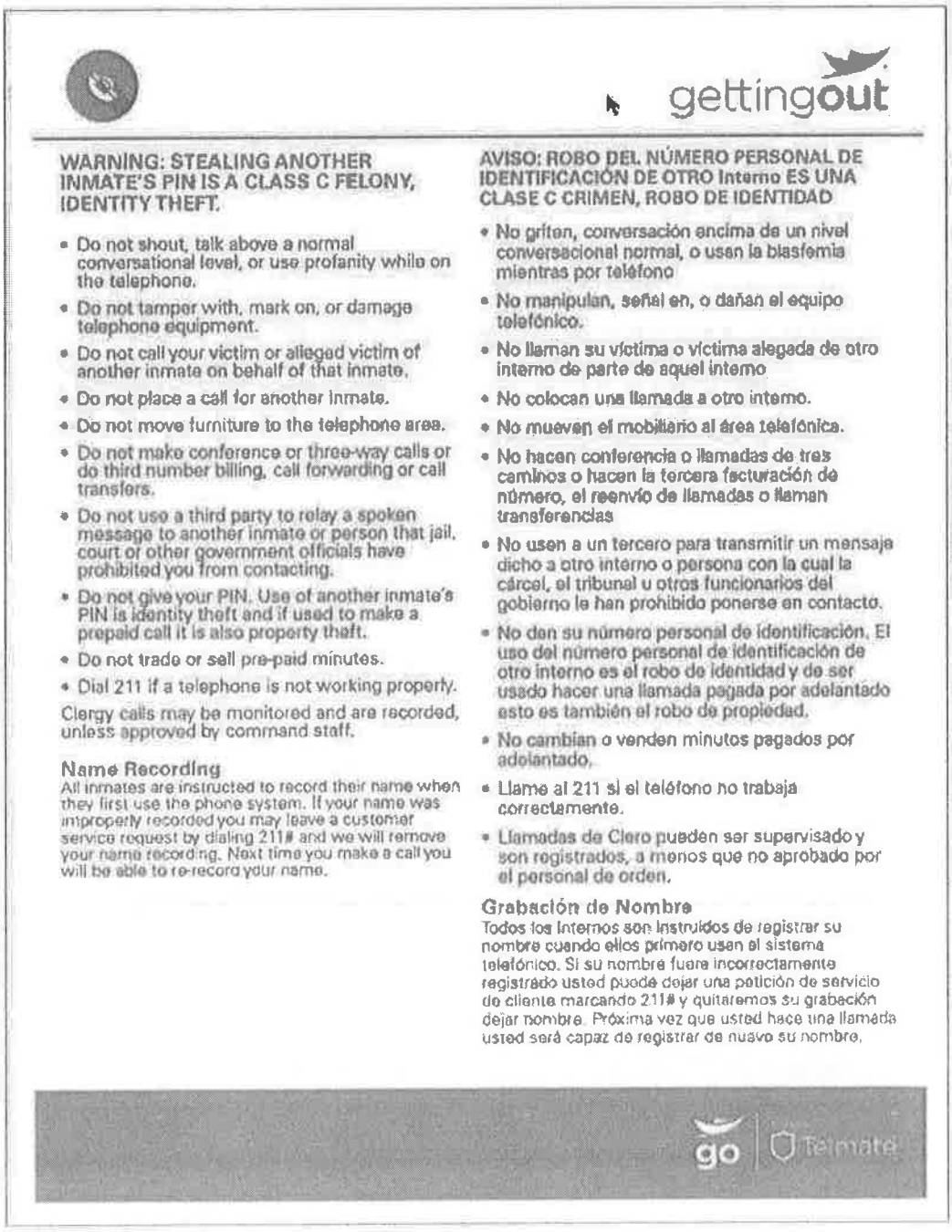
Figure 1: Phone Rules – page 1



gettingout

WARNING: STEALING ANOTHER INMATE'S PIN IS A CLASS C FELONY, IDENTITY THEFT.

- Do not shout, talk above a normal conversational level, or use profanity while on the telephone.
- Do not tamper with, mark on, or damage telephone equipment.
- Do not call your victim or alleged victim of another inmate on behalf of that inmate.
- Do not place a call for another inmate.
- Do not move furniture to the telephone area.
- Do not make conference or three-way calls or do third number billing, call forwarding or call transfers.
- Do not use a third party to relay a spoken message to another inmate or person that jail, court or other government officials have prohibited you from contacting.
- Do not give your PIN. Use of another inmate's PIN is identity theft and if used to make a prepaid call it is also property theft.
- Do not trade or sell pre-paid minutes.
- Dial 211 if a telephone is not working properly.

Clergy calls may be monitored and are recorded, unless approved by command staff.

Name Recording

All inmates are instructed to record their name when they first use the phone system. If your name was improperly recorded you may leave a customer service request by dialing 211# and we will remove your name recording. Next time you make a call you will be able to re-record your name.

AVISO: ROBO DEL NÚMERO PERSONAL DE IDENTIFICACIÓN DE OTRO Interno ES UNA CLASE C CRIMEN, ROBO DE IDENTIDAD

- No griten, conversación encima de un nivel conversacional normal, o usan la blasfemia mientras por teléfono
- No manipulan, señal en, o dañan el equipo telefónico.
- No llaman su víctima o víctima alegada de otro interno de parte de aquel interno
- No colocan una llamada a otro interno.
- No mueven el mobiliario al área telefónica.
- No hacen conferencia o llamadas de tres caminos o hacen la tercera facturación de número, el reenvío de llamadas o llaman transferencias
- No usen a un tercero para transmitir un mensaje dicho a otro interno o persona con la cual la cárcel, el tribunal u otros funcionarios del gobierno le han prohibido ponerse en contacto.
- No den su número personal de identificación. El uso del número personal de identificación de otro interno es el robo de identidad y de ser usado hacer una llamada pagada por adelantado esto es también el robo de propiedad.
- No cambian o venden minutos pagados por adelantado.
- Llame al 211 si el teléfono no trabaja correctamente.
- Llamadas de Clero pueden ser supervisado y son registrados, a menos que no aprobado por el personal de orden.

Grabación de Nombre

Todos los Internos son instruidos de registrar su nombre cuando ellos primero usen el sistema telefónico. Si su nombre fuera incorrectamente registrado usted puede dejar una petición de servicio de cliente marcando 211# y quitaremos su grabación dejar nombre. Próxima vez que usted hace una llamada usted será capaz de registrar de nuevo su nombre.

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Figure 2: Phone Rules – page 2

gettingout

PIN Number from Other Inmates
If another inmate accesses your account and uses your prepaid balance you will not be repaid for the loss.

Voice Biometrics
All inmates are required to setup a voice password prior to completing their first phone call. This system is designed to make sure no other inmate can access your prepaid account. Prepaid accounts are your responsibility, you must protect your Voice Biometrics. Using another inmates PIN number and attempting to pass voice biometrics is A CLASS C FELONY, IDENTITY THEFT.

Attempted 3-Way Calls
Any attempt to make a 3-way call will result in a $25 fine by Telmate, even if the 3-way call was made by another inmate– 3-way calls are never allowed. If you make a 3-way call and your account has insufficient funds, this will result in a negative balance. A deposit will be required to bring your account positive.

Refunds
Released inmates who have a prepaid balance may contact Telmate at 1-866-516-0115 to receive a prepaid calling card equal in value to the remaining balance of the inmate's prepaid account. Calling cards may be used for Domestic and International Calls.

Blocked Phone Numbers
If you attempt to dial a phone number that is blocked, you will be informed that the phone number has been blocked and your call will be terminated.

Call recipients are given an option when they receive a call to block all future calls from the correctional facility or an individual inmate. Sometimes they select this option in error.

If you believe the block is in error, you may leave a customer service request by dialing 211# and we will confirm whether the called party intended to block calls from the correctional facility. If the block was an error, it will be removed.

Número PIN de Otros Reclusos
Si otro interno tiene acceso a su cuenta y usos su equilibrio pagado por adelantado usted no será reembolsado para la pérdida.

Voz Biometrics
Requieren a todos los internos al sistema una contraseña de voz antes de completar su primera llamada telefónica. Este sistema es diseñado para asegurarse que ningún otro interno puede tener acceso a su cuenta pagada por adelantado. Las cuentas pagadas por adelantado son su responsabilidad, usted debe proteger su número de número personal de identificación de otros internos, si otro acceso de interno su cuenta y usa su equilibrio pagado por adelantado que usted no será reembolsado para la pérdida. Uso del número personal de identificación de otro interno es UNA CLASE C CRIMEN, ROBO DE IDENTIDAD.

Intento de Llamadas de 3 Vías
Cualquier intento de hacer una llamada de 3-vías (tres números de teléfonos unidos de cualquier manera) se traducirá en una multa de $25 por Telmate, aunque la llamada de 3-vías halla sido hecha por otro recluso, llamadas de 3-vías no son permitidas. Si usted hace una llamada de 3-vías y su cuenta no tiene fondos suficientes dará como resultado un saldo negativo en su cuenta de teléfono. Un depósito igual o mayor será requerido para poner su cuenta al día.

Reembolsos
Los internos liberados que tienen un equilibrio pagado por adelantado pueden ponerse en contacto con Intelmate en 1-866-516-0115 para recibir una tarjeta de visita pagada por adelantado igual en el valor al equilibrio restante de la cuenta pagada por adelantado del interno. Las tarjetas de visita pueden ser usadas para Llamadas Domésticas e Internacionales.

Números de Teléfono Bloqueados
Si usted intenta marcar un número de teléfono que es bloqueado, usted será informado que el número de teléfono ha sido bloqueado y su llamada será terminada.

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Figure 3: Phone Rules – page 3

gettingout

If the call recipient confirms the block you will be left a voice mail informing you that we have confirmed the block is valid and you will not be able to call the phone number.

Some phone numbers are blocked by the facility, if this is the case the block may not be removed by Telmate.

Free Advanced Prepaid Phone Calls

Telmate offers inmates the ability to call phone numbers that cannot accept a collect call for up to one minute absolutely free. Inmates are informed when making the call that this service is offered free only ONCE per different phone number. This service is made available by Telmate as a courtesy to help inmates contact friends and family and ask them setup a prepaid account.

Please remember this service is offered as a courtesy and is not a right. Telmate is the only inmate phone provider that offers this service to inmates. Damage to inmate phones or abuse of this service will result in loss of privilege.

Telmate may allow free one-minute calls more than once, but this at our discretion. Please do not leave voicemails for customer service about why you were not able to complete a free call as they will be ignored and may result in the loss of this service.

Llame dan a recipientes una opción cuando ellos reciben una llamada de bloquear todas las futuras llamadas de la instalación correccional o un interno individual. A veces ellos seleccionan esta opción por error.

Si usted cree que el bloque está equivocado, usted puede dejar una petición de servicio de cliente marcando 211# y confirmaremos si el abonado de destino tuvo la intención de bloquear llamadas de la instalación correccional. Si el bloque fuera un error, será quitado.

Si el recipiente de llamada confirma el bloque le dejarán un correo vocal que le informa que hemos confirmado que el bloque es válido y usted no será capaz de llamar el número de teléfono.

Algunos números de teléfono son bloqueados por la instalación, si este es el caso de que el bloque no puede ser eliminado por Telmate.

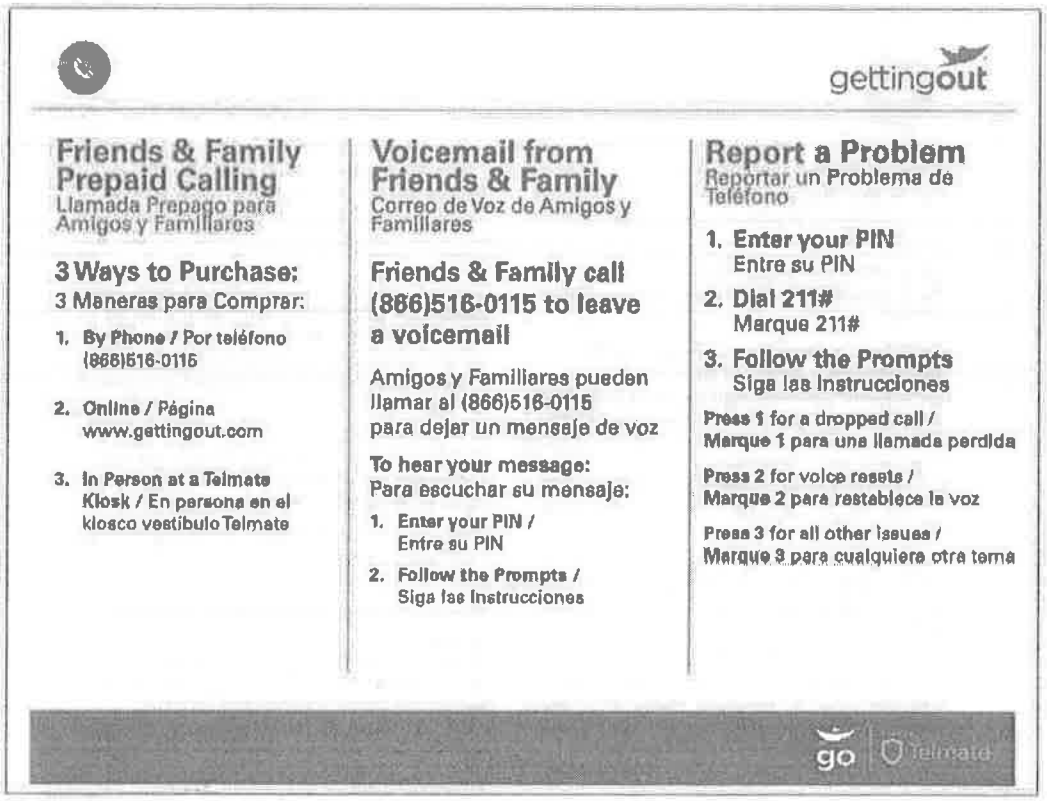
Gratis Llamadas Telefonicas Prepago Avanzados

El Telmate ofrece a internos la capacidad de llamar números de teléfono que no pueden aceptar una llamada por cobrar durante hasta un minuto absolutamente gratis. Los internos son informados haciendo la llamada que este servicio es ofrecido gratis sólo UNA VEZ por número de teléfono diferente. Este servicio es puesto a disposición por Telmate como una cortesía para ayudar a internos a ponerse en contacto con amigos y familia y preguntarles sistema una cuenta pagada por adelantado.

Por favor recuerde que este servicio es ofrecido como una cortesía y no es un derecho. El Telmate es el único abastecedor de teléfono de interno que ofrece este servicio a internos. El daño a teléfonos de interno o abuso de este servicio causará la pérdida del privilegio.

El Telmate puede permitir que el 1 minuto libre llame más que una vez, pero este en nuestra discreción. Por favor no dejo voicemails para el servicio de cliente sobre por qué usted no era capaz de completar una llamada gratis cuando ellos no serán ignorados y pueden causar la pérdida de este servicio.

Figure 4: Jail Rules page



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Friends & Family Prepaid Calling
Llamada Prepago para Amigos y Familiares

3 Ways to Purchase:
3 Maneras para Comprar:

1. By Phone / Por teléfono (866)516-0115
2. Online / Página www.gettingout.com
3. In Person at a Telmate Kiosk / En persona en el kiosco vestíbulo Telmate

Voicemail from Friends & Family
Correo de Voz de Amigos y Familiares

Friends & Family call (866)516-0115 to leave a voicemail

Amigos y Familiares pueden llamar al (866)516-0115 para dejar un mensaje de voz

To hear your message:
Para escuchar su mensaje:

1. Enter your PIN / Entre su PIN
2. Follow the Prompts / Siga las Instrucciones

Report a Problem
Reportar un Problema de Teléfono

1. **Enter your PIN**
   Entre su PIN
2. **Dial 211#**
   Marque 211#
3. **Follow the Prompts**
   Siga las Instrucciones

Press 1 for a dropped call /
Marque 1 para una llamada perdida

Press 2 for voice resets /
Marque 2 para restablece la voz

Press 3 for all other issues /
Marque 3 para cualquiera otra tema

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Figure 5: 611 Rate Info page

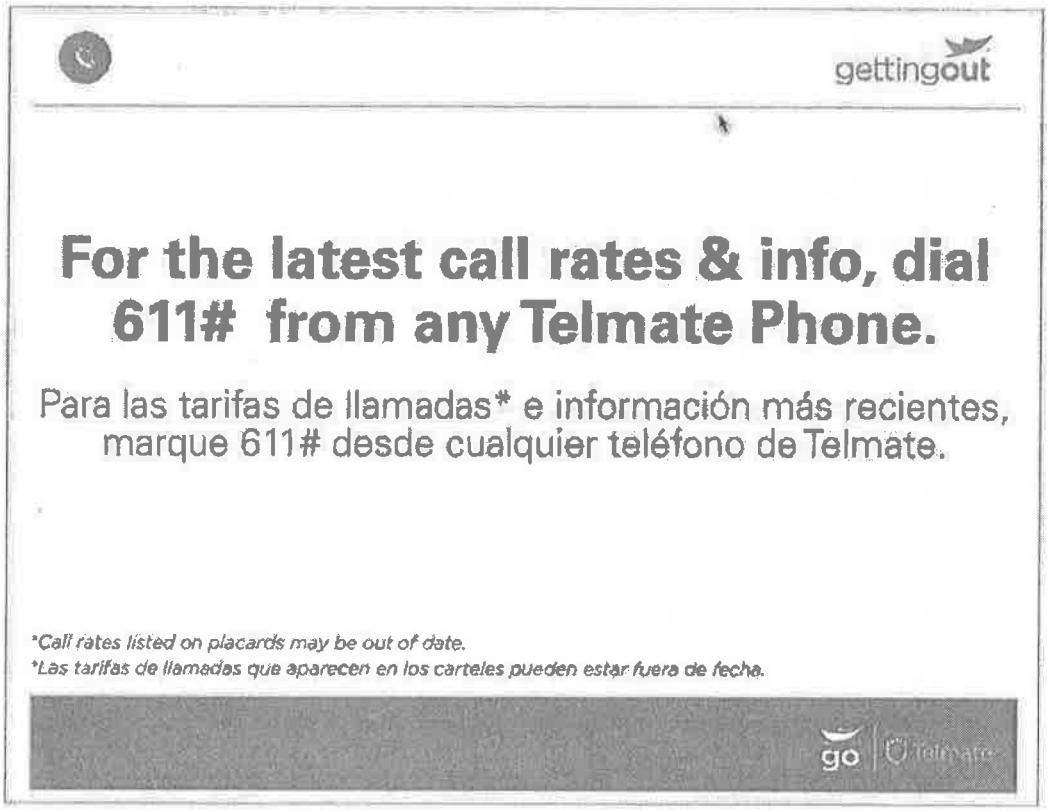


Figure 6: Creating a Prepaid Account page

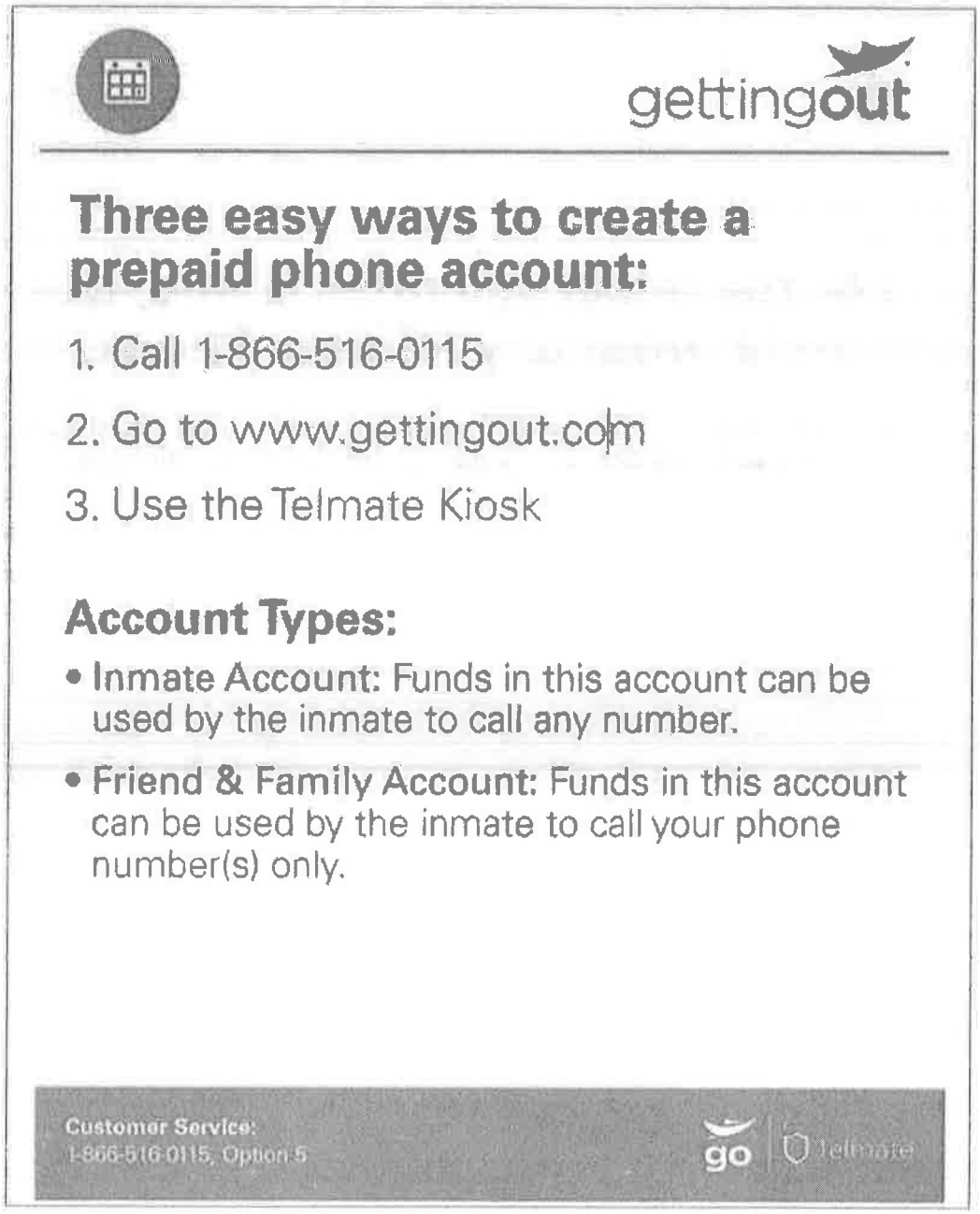


Figure 7: International Prepaid Calling page (No Mexico)

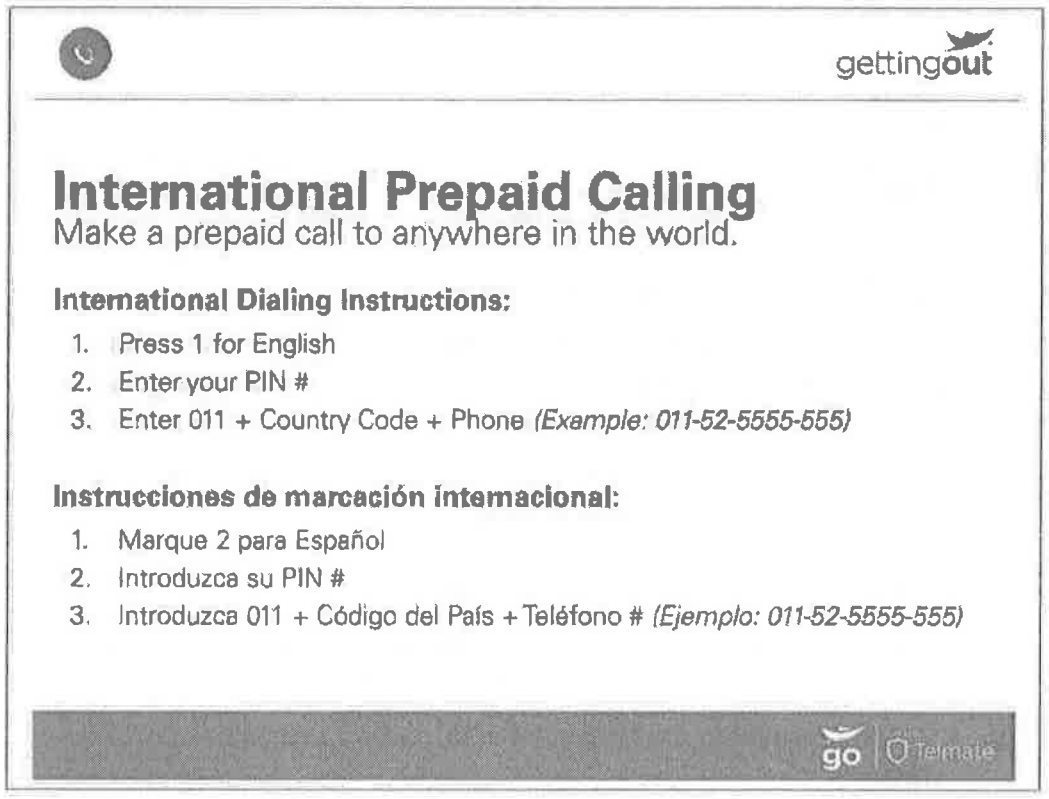
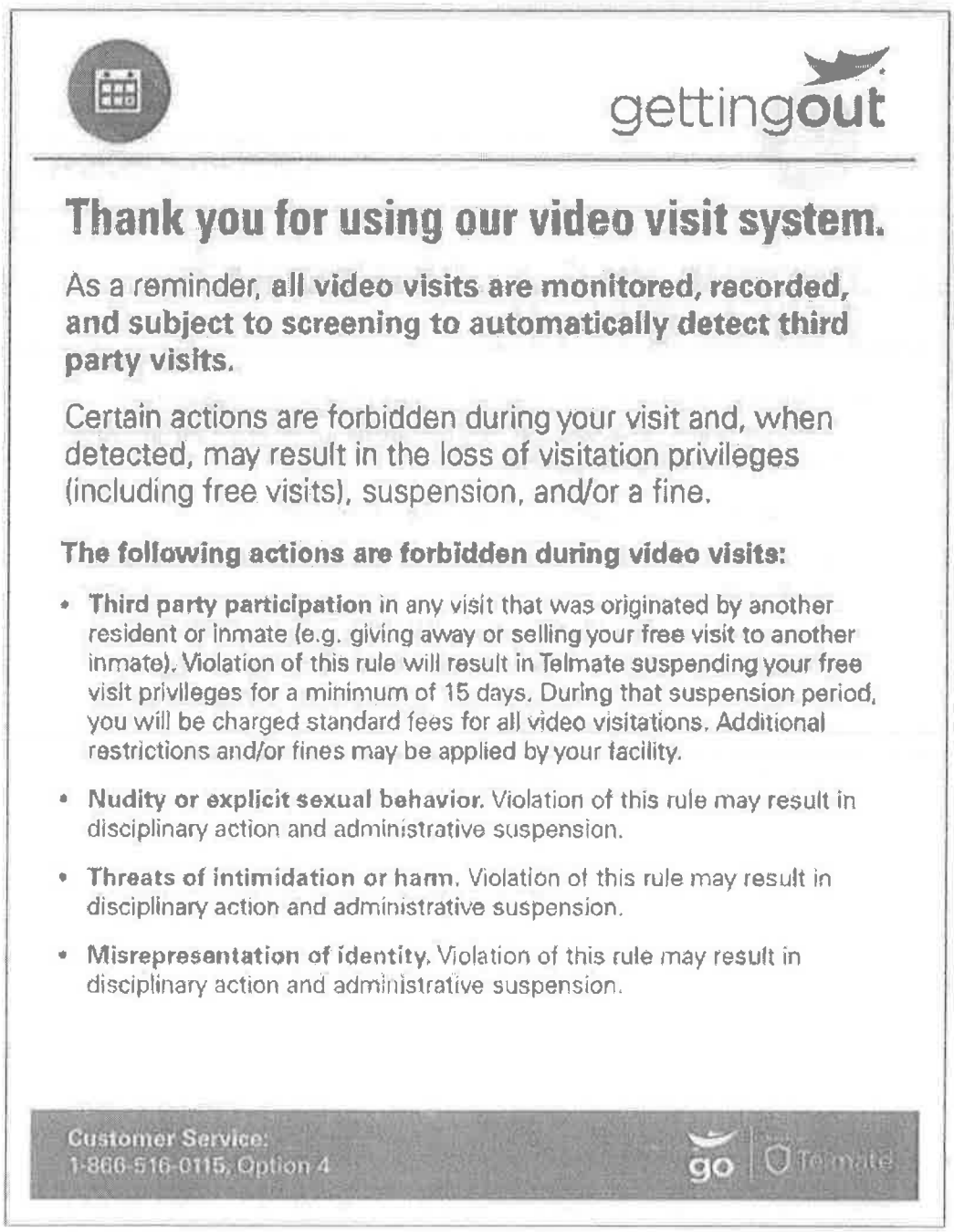


Figure 8: Refund Policy page

Figure 9: Remote Visit FNF Requirements page

Figure 10: Video Visit Rules page



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Thank you for using our video visit system.

As a reminder, **all video visits are monitored, recorded, and subject to screening to automatically detect third party visits.**

Certain actions are forbidden during your visit and, when detected, may result in the loss of visitation privileges (including free visits), suspension, and/or a fine.

The following actions are forbidden during video visits:

- **Third party participation** in any visit that was originated by another resident or inmate (e.g. giving away or selling your free visit to another inmate). Violation of this rule will result in Telmate suspending your free visit privileges for a minimum of 15 days. During that suspension period, you will be charged standard fees for all video visitations. Additional restrictions and/or fines may be applied by your facility.
- **Nudity or explicit sexual behavior.** Violation of this rule may result in disciplinary action and administrative suspension.
- **Threats of intimidation or harm.** Violation of this rule may result in disciplinary action and administrative suspension.
- **Misrepresentation of identity.** Violation of this rule may result in disciplinary action and administrative suspension.

Customer Service:
1-866-516-0115, Option 4

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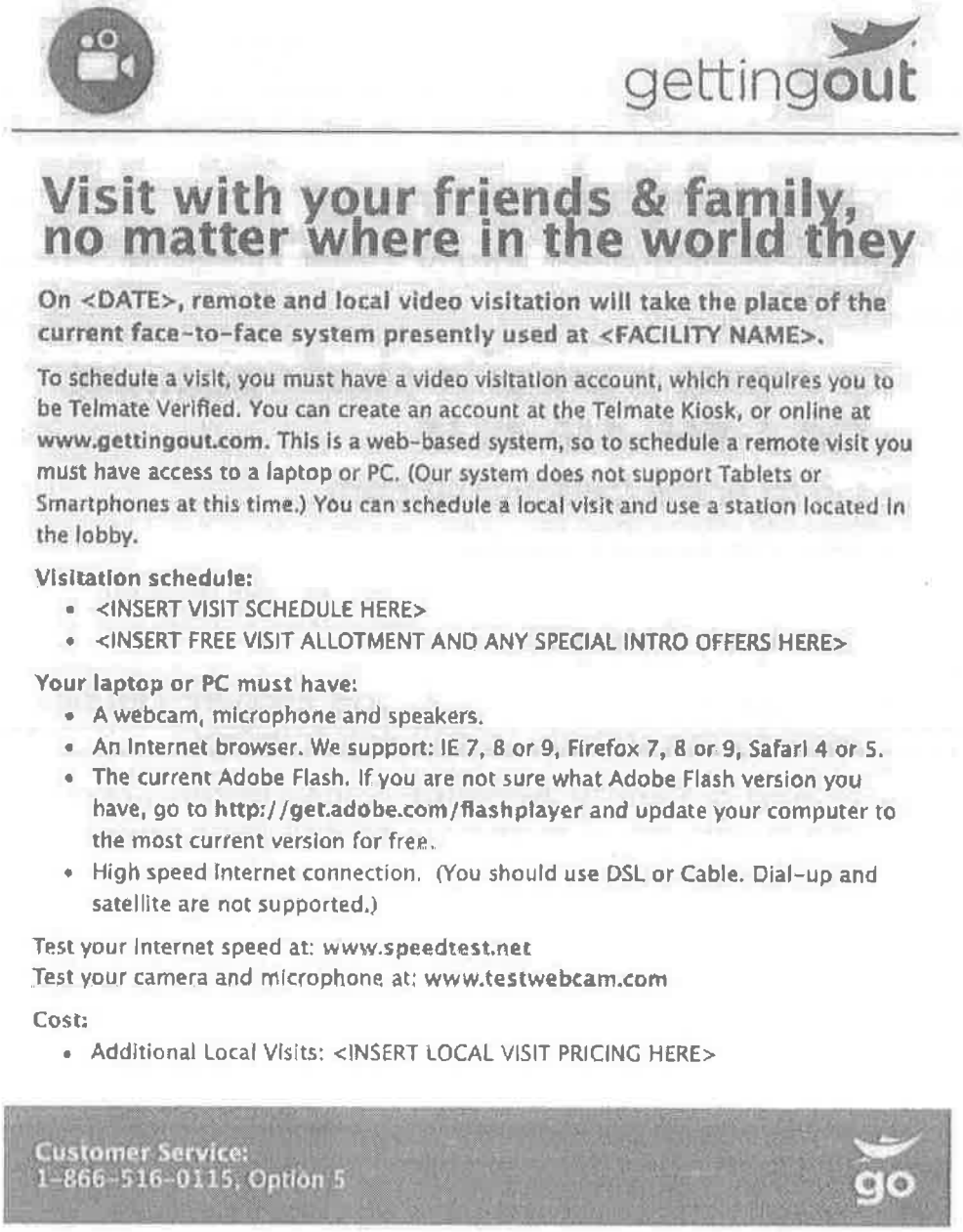
Figure 11: New Inmate Provider page (Preview)

Figure 12: FNF Visit page (Preview 1)



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Visit with your friends & family, no matter where in the world they

On <DATE>, remote and local video visitation will take the place of the current face-to-face system presently used at <FACILITY NAME>.

To schedule a visit, you must have a video visitation account, which requires you to be Telmate Verified. You can create an account at the Telmate Kiosk, or online at **www.gettingout.com**. This is a web-based system, so to schedule a remote visit you must have access to a laptop or PC. (Our system does not support Tablets or Smartphones at this time.) You can schedule a local visit and use a station located in the lobby.

Visitation schedule:

- <INSERT VISIT SCHEDULE HERE>
- <INSERT FREE VISIT ALLOTMENT AND ANY SPECIAL INTRO OFFERS HERE>

Your laptop or PC must have:

- A webcam, microphone and speakers.
- An Internet browser. We support: IE 7, 8 or 9, Firefox 7, 8 or 9, Safari 4 or 5.
- The current Adobe Flash. If you are not sure what Adobe Flash version you have, go to **http://get.adobe.com/flashplayer** and update your computer to the most current version for free.
- High speed Internet connection. (You should use DSL or Cable. Dial-up and satellite are not supported.)

Test your Internet speed at: **www.speedtest.net**
Test your camera and microphone at: **www.testwebcam.com**

Cost:

- Additional Local Visits: <INSERT LOCAL VISIT PRICING HERE>

Customer Service:
1-866-516-0115, Option 5

go

APPENDIX A
Request for Proposals For Wayne County Inmate Telephone System, No. 37-16-090
and Addenda 1 - 7

RFP

THE CHARTER COUNTY OF WAYNE, MICHIGAN

REQUEST FOR PROPOSALS
FOR
WAYNE COUNTY SHERIFF'S OFFICE INMATE TELEPHONE SYSTEM

CONTROL NO. 37-16-090

Issue Date:	**Friday, May 6, 2016**
Pre-Proposal Conference:	**Friday, May 20 @ 10:00 am local time** **Wayne County Purchasing Department** **500 Griswold, 15th Floor,** **Detroit, Michigan 48226**
Pre-Proposal Question Deadline:	**Tuesday, May 24, 2016 at 4:00 p.m. local time**
Proposal Deadline:	**Friday, June 3, at 4:00 p.m. local time** **Charter County of Wayne** **Purchasing Division** **500 Griswold, 15th. Floor** **Detroit, Michigan 48226**
Proposal Submission Format:	☒ **Hard Copy Submissions Accepted** Charter County of Wayne Purchasing Division 500 Griswold, 15th Floor Detroit, Michigan 48226
Purchasing Contact:	**Wayne County Strategic Sourcing Team** Phone: 313-224-7100 Fax: 313-967-1259 procurement@waynecounty.com

Description: The County of Wayne is requesting proposals for the purpose of providing an Inmate Telephone System for the Wayne County Sherriff's Office Jails and Lock-Up Facilities.

A copy of this RFP can be obtained from the Michigan Inter-Governmental Trade Network (MITN) website at **http://www.mitn.info**. Until the expiration date of this solicitation, it is incumbent upon the Respondent to check the website for additional information and/or addenda. RFPs can also be obtained from the Wayne County Purchasing Division, 500 Griswold, 15th Floor Detroit, Michigan 48226-2831. If you have any questions, please call (313) 224-5151.

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Pre-Proposal Question Deadline indicated above.

Sealed Proposals are due prior to the Proposal Deadline indicated above and must be delivered to the Purchasing Division at the address above. Late proposals will not be accepted – NO EXCEPTIONS.

Warren C. Evans
County Executive

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SECTION 1 - INSTRUCTIONS

1) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this proposal, until a Successful Proposer is selected, all requests for clarification or additional information regarding this RFP, or contacts with the County personnel concerning this RFP or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

   A violation of this provision is cause for the County to reject the Proposer's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this RFP. No contact regarding this document with other County employees is permitted.

2) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the County. If a Proposer finds a discrepancy, error, or omission in the proposal package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. The County is not responsible for oral representations. All questions must be submitted in writing to the Purchasing Contact only before the Pre-Proposal Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

3) **RFP MODIFICATIONS**: Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Proposal Deadline at the discretion of the County. It is the Proposer's responsibility to periodically check the County's website until the posted Proposal Deadline to obtain any issued addenda.

4) **PRE-PROPOSAL MEETING:** The date, time and location of the meeting, **If any,** is indicated on the cover page of this RFP.

5) **PROPOSAL SUBMISSION:** To be considered, the proposal must be prepared in the manner and detail specified in this proposal.

   a. Proposals must be submitted to the Wayne County Purchasing Division at the location indicated on the cover of this document, before the date and time indicated as the deadline. It is each Proposer's responsibility to insure that the Purchasing Division receives its proposal prior to the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:30 p.m. local time, Monday through Friday, except for observed holidays.

   b. Proposals received after the above deadline will not be accepted and will be returned to the Proposer unopened. The Purchasing Division's timestamp shall be the official time.

   c. The opening of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.

   d. Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the following: Project name, Control Number, Deadline date and time, and Proposer's name, address, phone, fax, and contact name.

e. Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.

f. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the proposal must initial corrections in ink.

g. Proposals sent by telegraph, facsimile, or other electronic means will not be considered.

h. All costs incurred in the preparation and presentations of the proposal, as well as any resulting contract, are the Proposer's sole responsibility; no such costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the County.

i. Proposals are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **PROPOSAL GUARANTEE:** None Required.

7) **PROPOSAL SIGNATURES:** An authorized official must sign the proposal. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer.

8) **CONTRACT AWARD:** The County reserves the right to withdraw the RFP, to award to one Proposer, to any combination of Proposers, by item, group of items, or total proposal. The County may waive informalities if it is in the County's interest. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal. All proposals must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Proposer. Award of this proposal is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Proposer's proposal does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Proposer has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Proposer non-responsive.

9) **PROPOSAL MODIFICATIONS:** Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the proposal Deadline Date, may be made only within the discretion and written approval of the Purchasing Director.

10) **DUPLICATE PROPOSALS:** No more than one (1) proposal from any Proposer, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

11) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the Deadline date set for the opening of proposal. No proposal may be withdrawn after the deadline for submission.

12) **REJECTION:** The County reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Purchasing Director or designee that the best interest of the County will be served by doing so. The County may reject any proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Proposer is debarred by the County from consideration for a contract award, or if Proposer has committed a violation of the

ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

13) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Chief Executive Officer has the vested authority to execute all County contracts, subject to Commission approval where required.

14) **COMPLIANCE WITH LAWS:** The Proposer must comply with all federal, state, and local laws and policies including, but not limited to:

i. The provisions of the Wayne County Procurement Ordinance governing "Ethics in Public Contracting", as applicable to contractors, being Article 12 of Chapter 120, and Contractor agrees to provide all required disclosures;
ii. The Michigan Civil Rights Act;
iii. The Persons with Disabilities Act;
iv. The Age Discrimination Act;
v. Section 504 of the Rehabilitation Act;
vi. The Slavery Era Disclosure Ordinance;
vii. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

15) **NON-DISCRIMINATION:** Wayne County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Proposer must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The anti-discrimination policies of the Wayne County Procurement Ordinance, Article XI of Chapter 120 of the Wayne County Code, are incorporated into County contracts. The Proposer must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

16) **NO PROPOSAL RESPONSE:** Businesses who receive this RFP but who do not submit a proposal should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business' name from all bidder lists.

17) **CONTRACT NEGOTIATION:** All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Proposer. There is no contract until the County's policies have been fulfilled.

18) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

a. Evidence of collusion among Proposers.
b. Lack of competency as revealed by either financial, experience, or equipment statements.
c. Lack of responsibility as shown by past work.
d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

19) **DISCUSSIONS:** Discussions may be conducted with responsible Proposers, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Proposers who submit Proposals determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Proposals. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Proposer shall reduce any substantial oral clarification of Proposals to writing.

20) **SUBCONTRACTORS:** In an effort to promote supplier diversity, Wayne County encourages Proposers to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.

If the Proposer's team is composed of a prime Consultant with Subcontractors, the Subcontractors must remain exclusive to the prime described in the proposal until the end of the specific proposal period and may not partner with more than one prime for the purposes of the responsive proposal. The total exclusive time will be 120 days from the proposal due date.

Subcontractors (or their assignments) may not be changed without prior written approval by the County. The Contract will not be assignable to any other business entity without the County's approval. Proposers are encouraged to consider a joint venture.

21) **PROPOSER RESPONSIBILITIES:** The Proposer must be capable, either as a firm or a team, of providing all services as described under SECTION 2 – SCOPE OF WORK and to maintain those capabilities until notification of the fact that their proposal was unsuccessful. Exclusion of any service for this proposal may serve as cause for rejection. The selected Proposer must remain capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The successful Proposer will be responsible for all Services in this proposal whether they are provided or performed by the Successful Proposer or Subcontractor(s). Further, the County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Proposer must identify all Subcontractors and the Services they provide. The Successful Proposer is responsible for all payments and liabilities of all Subcontractor(s).

The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Proposer shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Proposer may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the proposal or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County.

22) **COUNTY PARTICIPATION:** The County will provide appropriate personnel support for implementation of these agreements. The Proposer's proposal should identify County FTEs required and tasks to be performed by County personnel. For the purpose of contract administration, Wayne County will designate a person to serve as County Contract Manager. The County Contract Manager will serve as the primary liaison between the County and the Successful Proposer and will coordinate overall management and administration of the contract for the County.

23) **DISCLOSURE OF CONTENTS:** All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the proposal becomes the property of the County and may be returned only at the County's option.

Proposers must make no other distribution of their proposals other than authorized by this RFP. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer personnel shall be subject to disqualification.

Proposers shall not be provided any information about other proposals or prices or where the Proposer stands in relation to others at any time during the evaluation process. Any request for such information by a Proposer, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Proposer may be eliminated from further consideration.

SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

1) **INTRODUCTION:** Through this Request for Proposals (RFP), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit proposals to provide the Wayne County Sheriff's Office (WCSO) with an Inmate Telephone System, Video Visitation Services, and related services in its Jail and Lock-Up Facilities. It is noted the WCSO is constructing a new consolidated detention facility. In the event the new facility opens within the term of the contract, the vendor is required, if requested by the County, to install, operate and maintain the Inmate Telephone System in the new facility under the same terms and conditions of this RFP.

2) **GENERAL INFORMATION:** The County is seeking the best technology and services available for an Inmate Telephone and Video Visitation System. Proposers must demonstrate that their proposed technology works in similar settings and has survived court challenges. The County intends to have the capability to interface with existing and any new Jail Management and Juvenile Management applications, platforms and data base systems.

   A. At an 80% Commission rate, the County's Inmate Telephone System generated $2.2 million in revenue in 2015 and $2.2 million in 2014, based on commissions and inmate debit purchases. The average monthly commission was $135,000. Call rates at the beginning of the prior contract were 64 cents/minute for collect calls; 64 cents/minute for debit calls, and 48 cents/minute for prepaid calls of all types. These rates were modified to 25 cents for interstate collect calls and 21 cents for debit, prepaid, and prepaid collect interstate. The total call volume in 2014 was 379,800 and the total call duration in minutes was 3,023,117. In 2015, the total call volume was 330,045 and the total call duration in minutes was 2,603,998.

Call Category	Calls Per Month	Minutes per Month	Monthly Revenue
LOCAL - Collect	1,848	13,840	$8,980
INTRALATA - Collect	199	1,583	$990
INTERLATA - Collect	68	455	$317
INTERSTATE - Collect	136	1,320	$737
LOCAL - Debit	15,930	178,974	$41,804
INTRALATA - Debit	2,592	29,266	$8,279
INTERLATA - Debit	290	3,300	$930
INTERSTATE - Debit	683	7,187	$3,103
International – Debit	1	16	$13
LOCAL - Prepaid Collect	8,106	87,900	$42,262
INTRALATA - Prepaid Collect	2,309	24,673	$11,944
INTERLATA - Prepaid Collect	185	2,147	$1,000
INTERSTATE - Prepaid Collect	913	9,660	$4,700

   B. Video Visitation Services: As part of advancements in services, The Wayne County Jails will provide Video Visitation for all regular, non-privileged inmate visitations. The video visitations options will include Remote and On-site visits.

Remote Visit: A video visit conducted over the internet through the use of a visitor's home computer and a video terminal located in the inmate's housing units.

- Each remote visit session is 20 minutes
- The at-home visitors are required to pay a fee for this type of visit.
- Remote visit sessions are available daily between 7:00 A.M. and 9:00 PM

C. **On-Site Visit:** A video visit conducted through the use of a visitor video terminal at the Andrew Baird Facility, the William Dickerson Detention Center and a video terminal located in the inmate housing unit. Each on-site visit session is 20 minutes. On-site sessions are available daily between 9:00 am and 4:30 pm, excluding holidays.

When scheduling an on-site visit, the visitor will be given the option to conduct their visit from either the Andrew Baird Facility or the William Dickerson Detention Center.

All video visits, whether remote or on-site, must be scheduled a minimum of 24 hours in advance.

In order to schedule and conduct a remote or on-site video visit, the inmate's friends and family member must create an account and schedule their visits utilizing a website provided by the inmate telephone system service provider.

Legal/Privileged Visits

Legal visitors will continue to be able to conduct face-to-face visits with their clients at the inmate's assigned jail. Legal visitors will have the ability to utilize the video visitation system as well, including both the remote and on-site video visit options. Legal visitors must create an account and schedule their video visits, both remote and on-site, a minimum of 24 hours in advance by utilizing a website provided by the inmate telephone system service provider.

The WCSO operates the following Jail and Lock-Up Facilities. The three Jails are to be considered as a total, single package. The Wayne County Jails have a combined average daily population of approximately 2,000 inmates.

The **Andrew Baird Detention Facility**, Division 1 located at 570 Clinton in Detroit, has a maximum capacity of 1,318 inmates in a 15 floor facility (including basement). There are 11 inmate floors divided into 88 wards. There are also a number of work areas outside the living areas where telephones for this system will be required.

The **Wayne County Old Jail**, Division II located at 525 Clinton in Detroit, has a maximum capacity of 768 inmates in a nine floor facility (including basement). There are seven floors of inmate living areas divided into 69 wards. In addition, there are a number of work areas, outside the living areas, where telephones for this system will be required.

The **William Dickerson Detention Facility**, Division III located at 3501 Hamtramck Drive in Hamtramck, has a maximum capacity of 860 inmates in a three floor facility. There are two inmate floors divided into 15 wards.

The **Road Patrol Lockup Facility** is located at 3100 Henry Ruff in Westland. This facility has available space for approximately 30 detainees. The telephone system for this facility must have the collect call features, and recording capabilities without the necessity of being pre-registered into the system.

3) **MINIMUM QUALIFICATIONS**: Proposers (specifically, the business that will be contractually bound under the contract with the County) will be deemed non-responsive and rejected without any further evaluation if they do not meet the following mandatory qualifications:

a) The Proposer or its key personnel must have three (3) or more years of previous correctional, institutional, or other telecommunication experience. Subcontractors or key personnel experience may be used to satisfy this requirement in lieu of the Proposer as a business.
b) The Proposer or its key personnel must have proven ability for a contract start-up upon Commission approval with an anticipated start date of August 26, 2016 (suggested date).
c) The Proposer must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.

4) **PREFERRED QUALIFICATIONS:** Proposers may be evaluated higher if they meet the following qualifications:

a) The Proposer's business is organized for the purpose of providing correctional, institutional or a telecommunication company.
b) The Proposer or its key personnel has five (5) or more years of previous correctional, institutional or other telecommunication experience. Subcontractors or key personnel experience may be used to satisfy this requirement in lieu of the Proposer as a business.
c) The Proposer demonstrates proven ability for a contract start-up upon Commission approval with an anticipated start date of August 26, 2016 (suggested date).

5) SCOPE OF SERVICES: The successful Proposer shall provide and support an inmate telephone and video visitation system. All Proposers must be able to provide training programs for County/Commissary personnel in the use of proposed equipment and related software. Proposers must also provide a series of management reports, either printed, ASCII formatted, or in real time through a browser interface for County management. The County is interested in proposals which include open architecture systems and software in the implementation and operation.

6) SPECIFICATIONS: The inmate telephone system should be a fully integrated turnkey system that provides all necessary voice prompts for placing collect and/or debit calls and full-channel recording and monitoring. The system features must include automated operator system, custom announcements and multilingual voice prompts, full service personal identification numbers, and full service personal allowed numbers. Vendor is responsible for full call blocking, alarms and alters generation, three-way call detection and fraud protection, debit and collect calling, commissary integration, standard and customized reporting, voice overlay, system maintenance and support, full-channel monitoring and recording, and system security and time restrictions. Proposers should specify kiosk options they have available for the public and for inmates. The administrative software must be browser-based. The County is also

interested in voice and word recognition software that allows conversation monitoring and alerts for predetermined "buzz" words and phrases.

A) Physical Installation Requirements

i) All Inmate Call Processors (ICP) shall be of a design specified for central site.

ii) The ICP shall be of compact design requiring a minimum of wall and floor space. Proposers must submit a scale drawing of the installation space required for each facility.

iii) Each ICP shall be equipped with an internal UL power supply that is tolerant of line transients, momentary surges and short duration drop such that inmate phone operator continues in the presence of such common disturbances. No auxiliary 115-volt power cords, external power supplies, or AC to DC converters shall be required to support the ports or for the inmate phone station themselves.

iv) All wiring connections to the ICPs shall be made using vendor-supplied standard, termination blocks that provide up to 25 wire pairs of station, trunk and modem line connections. Only the termination blocks shall be allowed to be mounted on the wall of the equipment room.

B) Basic System Function Requirements

i) The ICP must provide fully automated collect calling without the need for live operator intervention or the use of central office-based automated operator technology.

ii) The ICP shall be able to connect to any standard telephone instrument with a hook switch, handset, and 12-button keypad including ruggedized telephones specifically designed for use in correctional facilities. In addition, the ICP must be able to accommodate TTD telephones and the Proposer's response to the RFP must provide for the following configuration:

Andrew Baird Detention Center-Division I	3TTD Telephones
Wayne County Old Jail-Division II	2TTD Telephones
William Dickerson Detention Facility-Division III	2TTD Telephones
Road Patrol, 3100 Henry Ruff Rd., Facility	1TTD Telephone

The ICP shall offer clear and concise voice prompts in both English and Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the system. Beeps, tones, and other non-violent sounds shall not be permitted as substitutes for voice instructions. Standard sounds such as dial tone, ringing, and busy signals are appropriate. Phone signage, printed hand-outs and video training tapes are not an acceptable alternative to a complete range of voice prompts and messages.

iii) The ICP must include the following:

a) Switch-hook detection (and subsequent disconnect) during connected call period. Call detail reports must reflect for disconnect.

b) Inmate dialing activity detection (and disconnect) during connected call period. All detail reports must reflect reason for disconnect.

c) Voice overlay recording alerting called party that they are speaking to an inmate from a correctional facility. Overlay recording must be random and remotely adjustable for optimal fraud protection. The voice overlay must also notify the parties that the call is being monitored.

d) Incoming call block. The ICP must not respond to incoming ring signaling on any of its trunks used for placing outbound inmate collect calls. No signaling or ringing of the inmate station phones result from an incoming ring on a trunk.

e) Sound Path Options – The ICP must allow for blocking or allowing the sound path to the inmate phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. If the sound path is blocked, the inmate will be given call progress messages to indicate that the call is being connected until such time as positive acceptance is detected and the voice path is opened.

f) Frequently Called Number Blocking – ICP must provide for blocking of call attempts to a specified number once a specified threshold is met. This threshold must be remotely or locally programmable upon demand.

g) Live Operator Access Blocking – Access to a live operator must be blocked at all times without exception.

h) Call Blocking – The ICP must have the capacity to block specified telephone numbers or groups of numbers from inmate access. The ICP must also have the capacity to block individual phone numbers for specific inmates. This feature must be remotely or locally programmable upon demand within 24 hours of request.

i) The ICP must offer flexible control over operating hours of each inmate phone. This feature must have the ability to control individual phones or groups of phones. This feature must be controlled by County personnel.

j) The ICP must offer flexible control over the duration of each inmate's call. This feature must have the ability to specify call duration by inmate phone number or trunk. There must be a progress message interjected as the end of the allowed call duration is neared. This must be remotely or locally programmed.

k) The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt by dialing a system-recognized digit on a touch-tone or rotary telephone. The ICP must be able to distinguish such a signal from line noise. Voice recognition is not an acceptable from of positive acceptance.

l) The County will entertain the use of inmate identification numbers or voice print technology or other biotechnical technology as alternative methods of inmate call control. If a Prisoner Identification Number is chosen, the ICP must allow the facility to select the length of the ID code.

m) Proposed technology must allow an approved calling list with a maximum of 10 numbers for each inmate as well as working in conjunction with any global blocked call listings. The Proposer is responsible for managing all aspects of the inmate phone list including input of numbers and the data must be input within eight (8) hours of receipt of phone list. The County currently uses PAN (Personal Allowed Numbers) lists for all inmates. PAN lists are allowed to be changed once a week.

n) Any feature must allow for restriction to individual inmates to specified phones without the need for additional equipment or external devices. The calling list restrictions will not apply to the 3100 Henry Ruff Facility and the individual Registry room areas in each facility.

C) **Transaction Requirements:** The ICP must have the option of debit call payment. Each inmate's debit account must be identified by the ID Code utilized for traditional collect calling or by use of a debit card. Call charges must be deducted from the inmate's balance as they are made in order to avoid a negative balance. Inmates must be provided their account balance automatically when a debit call is made.

D) **Administrative Requirements:** The ICP must have an option for on-site administrative terminals. The terminals must have the following features:

a) Must be connected to the ICP via a commercially available, reliable, high-speed Novell type-LAN.

b) Operational status must not affect the ICP's normal operations in any way.

c) Must allow for multi-level passwords.

d) Must allow County personnel to review ID codes, debit accounts, generate call detail reports and review call records.

e) Must allow County personnel to review call block lists and disable inmate phone on a real-time basis.

f) Must allow County personnel to enable free calls to specified numbers.

g) Must allow monitoring of selected individual calls.

h) The ICP must provide an option for selective silent audio monitoring of inmate calls and for selective call recording. Such monitoring and recording options must be able to be administered from the administrative terminals. Monitoring and recording must be disabled for specified "privileged" calls to attorneys, etc., without the need for additional external equipment to perform this screening function.

i) All calls must be archived and easily retrievable as required and requested by Management.

j) Must offer specialized remote monitoring with call detail viewing capability and silent monitoring of selected conversations.

k) The Contractor will provide on-site support. The on-site systems administrator should be available during the hours of 8:00 am to 4:00 pm Monday through Friday, to repair, maintain, and perform administrative functions for the Inmate Telephone System is required. These functions also include enrollments and/or inmate calling lists.

l) A trained on-site substitute repair technician shall be provided to Wayne County to cover any absences of the assigned on-site systems administrator beyond five (5) working days. Should Wayne County request service on the inmate telephone system, and video Visitation system when the on-site systems administrator is not on-site, a technician will be sent to Wayne County within 24 hours after receipt of the calling requesting service. There shall be on-call coverage 24/7/ 365 days per year.

E) **Required Telephone Features:** Inmate phones must be ruggedized, coinless phones designed for use in correctional facilities. Coin telephones or AC powered phones are not acceptable. These units must be "dumb" phones, i.e., all call processing must occur with the ICP, which will be located in a centralized, secure room. Phones must also feature stain resistant casing (stainless steel or similar), moisture resistant keypad, concealed fittings to prevent inmate tampering.

If the proposed inmate telephone is equipped with a handset, such handset must be of ruggedized construction and must be connected to the phone unit with a steel armored handset cord.

F) **Maintenance and Support:** Proposers must demonstrate how they intend to provide support in registering new inmates, assigning ID codes or voice print, maintaining inmate telephone lists, etc. Proposers must also demonstrate how they intend to maintain the system and telephones on a 365-day basis and what their normal response time will be. Finally, Proposers must demonstrate their plans in the event of a major trunk disruption, etc. Any disabled or broken equipment must be replaced at the vendor's expense and within 24 hours.

G) **Call Detail Reporting and Storage:** The ICP must provide for on-site storage of call detail information. Other requirements include:

a) On-site storage capacity for up to two (2) years' worth of call records.

b) Real-time call activity viewing capability.

c) Real-time reporting of stored activity.

d) Automatic call record protection via nightly polling.

e) Flexible call detail reporting by PIN (if PINs are used), inmate JD (if PINs are not used), dialed number, phone or trunk. If PINs are used, on-site administrator must enter all PINs on a daily basis.

f) Each record must include call result detail in easy to understand terms. For example, Busy, No Answer, Normal Call Ending, Time Expiration, etc.

g) Retention of call detail in the event of a power failure.

h) The ability to interface call detail data to the County's data systems.

H) **Expense Rates and Commissions:** The County will not be responsible for any costs associated with the purchase, installation, operation or maintenance of the inmate telephone system. This includes the provision of inmate telephones, maintenance of the PAN lists, and any necessary wiring to connect these phones to the host. The only exception will be the costs of supplying power to the ICP.

I) **Online Scheduling of Visits:** Proposers must provide a website for on-site and legal/privileged visit scheduling.

(1) **On-Site Visits** – Website must have the functionally to allow inmate's friends and family members to create an account and schedule their visits.

(2) **Legal/Privileged Visits** - Website must have the functionally to allow legal visitors to create an account and schedule their video visits, both remote and on-site, a minimum of 24 hours in advance.

All Proposers must specify their proposed rates for all inmate telephone services and provide proof of their approved tariffs (State PSC and FCC) confirming those rates.

Proposers must provide the respective facility a monthly commission to be paid fifteen (15) days following the end of each calendar month for the preceding month. Payments received later than fifteen (15) days from the due date will be assessed a 1.5% penalty. Additional penalties of 1.5% per month will be assessed for every thirty (30) day delay. Any commission to be reimbursed to the vendor by the County must be invoiced for receipt no later than fifteen (15) days following the end of each calendar month for the preceding month.

Proposers must offer a single commission rate for all types of telephone calls (local, IntraLATA, InterLATA, and interstate) and video visitation visits.

Commissions will be paid as a fixed percentage of GROSS revenues - including, but not limited to: connection fees, cell phone fees, video visitation and voicemail fees. Deductions for any costs associated with the services provided such as uncollectible calls or unbillable calls will not be considered. Ownership of all phones and supporting equipment shall be transferred to the County upon expiration of the Contract.

7) CONTRACT TERM: The contract is for a term of two (2) years, with a one-year renewal option at the sole discretion of the County. It is anticipated that this contract will commence upon Commission approval with an anticipated start date of August 26, 2016 (suggested date).

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1) **EVALUATION:** All proposals received will be evaluated by an Evaluation Committee comprising of County representatives. The following factors, listed in relative order of importance, will be considered in making the selection:

- Commission Rates and Fees (30)
- Experience, Qualifications, and Customer Service (15)
- Network Infrastructure and Management (15)
- Work Plan and Timeline (20)
- Technical Solution (20)

a) Each proposal submitted in response to this RFP shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Proposer on other contracts with the County or other entities. Proposals will be evaluated equally and fairly; no preference will be given to any Proposer based solely on previous experience with the County or to an incumbent thereof. The County reserves the right to make additional inquiries and may request the submission of additional information.

b) In addition to the evaluation criteria listed above, cost evaluation will also be considered. The proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. The cost evaluation points are determined by applying the following formula:

Price of Lowest Cost Proposal X Maximum Points Available = Awarded Price Points
Price of Proposal Being Rated

c) **COUNTY-BASED ENTERPRISE (AND OTHER) ADVANTAGE PROGRAMS:** Wayne County administers a program that gives a pricing advantage to businesses located within Wayne County that are County-Based Enterprises (CBE). Additional advantage is also given if the business is located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply credit up to 5% to the pricing points for Proposals submitted by certified County-Based Enterprises and 2% for TGCE. Wayne County also administers a Small Business program, an expanding business program, a Joint Venture program and a Mentor Venture program. To receive the applicable credit for any program, the Proposer and all first tier subcontractors must submit their unexpired certificates with the Proposal. (NOTE: Most federal and state funded projects will not include the application of geographic advantages such as the CBE and TGCE in accordance with funding requirements.) If you are not certified, contact the office of Human Relations at (313) 224-5021, or visit their website at www.waynecounty.com/vendormanagement.htm.

2) **GENERAL SUBMITTAL REQUIREMENTS:**

a) **NUMBER OF COPIES:** One (1) original, plus five (5) copies (six total) of the entire proposal must be submitted. The original must be marked "ORIGINAL". Each copy must be identical to the original. The Proposals must be in labeled 3 ring binders. In addition, **an electronic copy of the complete Proposal must be submitted** on a CD, DVD or USB drive in PDF or Microsoft Office (.doc, .docx, .xls or .xlsx) formats.

b) **PROPOSAL FORMAT:** Each proposal should be prepared simply and economically. Responses shall include the requirements listed below and in the following section.

c) **PROPOSAL CONTENT:** The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):

i) All forms contained or listed in Section 5 in this RFP, fully completed:

ii) A copy of Proposer's latest audited, reviewed, or compiled financial statements (balance sheet, income statement, statement of cash flows, footnotes) prepared by an independent certified public accountant. If your company is not required by federal, state and local law, financial institutions, or company management to have audited, reviewed, or compiled financial statements prepared by an independent certified public accountant, you may submit an internally generated balance sheet and income statement instead.

iii) Evidence showing that the Proposer meets each of the Minimum Qualifications listed in the Scope of Work of this RFP. (See next section for more detail.)

iv) A complete response to each of the items in the next section, which are specific to the evaluation criteria. (See next section for more detail.)

3) **SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** Submit a complete response to each of the following items. List them in the order below, following your submission to the above:

a) Commission Rates and Fees:

(1) Provide your rates for the service.
(2) Provide your fees (i.e. bill statement fees, connection fees, and account set-up fees).

b) Experience, Qualifications and Customer Service:

(1) Describe how you meet or exceed the minimum qualifications in the Scope of Work in this document.
(2) Describe how you meet or exceed the preferred qualifications in the Scope of Work in this document.
(3) Provide at least three (3) references for similar projects, including name of establishment, address, dates of service, contact name and telephone number. Clearly indicate for the projects which, if any, of the proposed key personnel worked on each.

(4) Describe the experience and qualifications of key personnel. Include detailed resumes.
(5) Describe protocol to receive and respond to customer complaints.

b) Network Infrastructure and Management:

(1) State your local, IntraLATA, and long distance network used for the system and proposed resolution of network issues.

c) Work plan and Timeline:

(1) Submit a detailed work plan.
(2) Submit a proposed timeline, preferably in Gantt format.

d) Technical Solution:

(1) Describe how the proposed system can meet or exceed all of the minimum system requirements as listed in Section 3 – Specifications and Scope of Work.
(2) Describe what the base system does, what can be done with minor configuration changes, and what requires actual customization to perform.
(3) Attach screen prints showing how user friendly the system is.

e) Evaluation Credits:

i) Provide a County Based Enterprise, Targeted Growth Community Enterprise, or other Wayne County Advantage program certificate (see item 1) b) on prior page) if you have one; otherwise it will not be considered during the evaluation.

4) **EXCEPTIONS:** Proposer shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's proposal, the County will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to any language in the Form of Contract may be rejected as nonresponsive.

5) **SHORTLISTING:** The County may shortlist the Proposers based upon responses to the above items. If necessary, the County will conduct interviews/demonstrations. The County will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluation committee and to clarify their proposals through exhibition and discussion. The County will not reimburse oral presentation costs of any Proposer.

SECTION 4 – FORM OF CONTRACT

PROFESSIONAL SERVICES CONTRACT

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THIS CONTRACT is between the County of Wayne, Michigan, a body corporate and Charter county, acting through _____ (the "County") and _____, a _____ corporation (the "Contractor").

1. **PURPOSE**

1.01 The County is required to _____.

1.02 The Contractor is experienced and able to perform technical and professional services. The Contractor desires to provide these services for the County's

2. **ENGAGEMENT OF CONTRACTOR**

2.01 The County engages the Contractor and the Contractor agrees to faithfully and diligently perform the services according to the terms and conditions contained in this Contract and consistent with the standard of practice in the community.

3. **SCOPE OF SERVICE**

3.01 The Contractor must perform the services described in Appendix A in a satisfactory manner, as determined within the discretion of the County. The Contractor warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is qualified to perform the Services in this Contract.

3.02 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.03 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.04 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Contract. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the County caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

3.05 The Contractor shall comply with section 120-50 of the Wayne County Procurement Ordinance. As required by section 120-50, the Contractor shall not commence performance under this Contract or accept payment for services provided under this Contract until:

A. If this is a contract that requires approval of the Wayne County Commission, this Contract is approved by the Wayne County Board of Commissioners and executed by the Chief Executive Officer; or

B. If this is a contract that does not require approval of the Wayne County Commission, this Contract is executed by the Chief Executive Officer or a purchase order is issued.

The Contractor shall not rely on representations of any person who purports to authorize performance or payment contrary to section 120-50. If the Contractor provides performance or accepts payment prior to approval and execution as required by section 120-50, it does so at its own risk, and, to the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County against any actual damages, costs, expenses and liability of any kind the County may sustain, incur or be required to pay arising out of the Contractor's provision of Services or acceptance of payment in violation of section 120-50. In the event the Contractor provides Services in violation of section 120-50, then, in addition to any other remedies awarded to the County, the County may retain the funds that would have been owed to the Contractor as compensation for those Services but for the provision of those Services in violation of section 120-50. In the event the Contractor violates section 120-50, it shall be liable for actual damages, costs, expenses and liability of any kind, which the County may sustain, incur or be required to pay arising out of the Contractor's violation of section 120-50, and may be debarred from further County contracts.

4. **TERM OF CONTRACT**

4.01 This Contract begins on _____ and ends _____. The Contractor must expediently perform the services to achieve the objectives of this Contract. Upon written agreement, the parties may renew the contract for one year.

5. DATA TO BE FURNISHED CONTRACTOR

5.01 Upon the request of the Contractor, without charge, the County must furnish copies of all information, data, reports, records, etc., that the County thinks is necessary to do the services. The Contractor is entitled to visit County offices and key facilities as approved by the County, during regular business hours to obtain the necessary data. The Contractor will schedule conferences at convenient times with key administrative personnel of the County to gather the information.

6. PERSONNEL

6.01 To induce the County to enter into the Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

6.02 The Contractor warrants that all employees of the Contractor assigned to the performance of the services are qualified and authorized to perform the services under the state and local laws and governing professional association rules where the employee is employed.

6.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the services according to professional standards.

6.04 Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the services without obtaining prior County approval in writing.

6.05 Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a County facility, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.

7. ADMINISTRATION

7.01 The Contractor must inform the County as soon as the following types of conditions become known:

A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and

B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

7.02 The Contractor must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

7.03 The Contractor shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

8. COMPENSATION

8.01 The County agrees to pay the Contractor at the rates in Appendix B, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in Appendix B. Maximum compensation shall not exceed $_____.

8.02 The Contractor must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Contract. The County will compensate the Contractor under a separately negotiated agreement for any services rendered pursuant to this section.

9. METHOD OF PAYMENT

9.01 The County will pay for the proper performance of the services, commensurate with the progress of the work as evidenced by the timely performance of the services, and after it receives an invoice

for payment. The invoice must certify the total cost of the services rendered to the project to date and the cost of all services for that billing period; and must describe the services rendered. If the invoice also requests reimbursement or payment for reimbursable expenses, the appropriate receipts must be attached. The Contractor must sign the invoice and send it to the County for each calendar month. This section is limited by the provisions of Article 8 with regard to the amounts payable for performance.

9.02 The Contractor must direct invoices to the attention of the individual specified in the Notice provisions, Article 19.

9.03 The Contractor must submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and being signed by an authorized officer of the Contractor.

10. RECORDS - ACCESS

10.01 The Contractor must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Contract. The Contractor must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Contract's termination and completion. The Contractor must also maintain copies of all records, correspondence and documents, including electronically stored information, prepared in anticipation of this Contract, and for this Contract, for a period of seven (7) years after the Contract's termination and completion.

10.02 The County and the Legislator Auditor General have the right to examine and audit all books, records, documents and other supporting data as they deem necessary of the Contractor, or any subcontractors, or agents rendering services under this Contract, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Contractor. The Contractor must include a similar covenant allowing for audit by the County and the Legislative Auditor General in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Contractor pending the results of any such audit without penalty or interest.

10.03 The Contractor agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Contractor is properly performing the services. The inspections may be made at any time during normal business hours of the Contractor. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Contractor, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the County.

10.04 If, as a result of any audit conducted by or for a County, State of Michigan or Federal, agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the County may retain the amount of compensation in question from any funds allocated to the Contractor but not yet disbursed under the Contract. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any successive or future Contracts between the parties.

11. RELATIONSHIP OF PARTIES

11.01 The relationship of the Contractor to the County is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the County harmless from any claims, and any related costs or expenses.

11.02 For all purposes, County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venturer with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

12. INSURANCE

12.01 Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives, or employees.

12.02 Contractor shall maintain at least the following minimum coverage:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

B. Umbrella or Excess Liability Policy in an amount not less than $3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

E. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits no less than $3,000,000 per occurrence or claim, $3,000,000 aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required in Section 12.02, the Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

12.03 **Additional Insured Status**. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

12.04 **Primary Coverage**. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12.05 **Notice of Cancellation.** Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

12.06 **Waiver of Subrogation**. Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but

this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

12.07 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

12.08 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A: VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

12.09 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Contractor starts to perform the services.

B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

12.10 Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

12.11 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

12.12 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12.13 The Contractor must submit certificates evidencing the insurance to the Risk Management Division at the time the Contractor executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

13. INDEMNIFICATION

13.01 Except for claims arising from the County's gross negligence, the Contractor agrees to indemnify, defend and save harmless the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County because of any of the following occurring during the term of this Contract:

A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

13.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

13.03 Nothing in this article shall be deemed to relieve the Contractor of its duty to defend the County, as specified, pending a determination of the respective liabilities of the Contractor and the County, by legal proceeding or agreement. The County shall cooperate with the Contractor in the defense against the suit. In no event shall the Contractor make any admission of guilt or liability on behalf of the County without the County's prior, written consent.

13.04 For purposes of these provisions, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

13.05 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

13.06 This indemnity must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

14. LIQUIDATED DAMAGES

14.01 The Contractor shall perform the services according to the schedule contained in Appendix ___. The

Contractor shall be responsible for any loss or damage which results from failure to timely perform the services. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the Contractor shall pay liquidated damages as indicated. If Contractor does not have the services completed according to the scheduled date, then Contractor shall provide a revised Delivery Date. Contractor shall pay to the County as fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified Delivery Date and the date that Contractor actually completes the services, an amount of $1,000.00 per day. The liquidated damages shall first be set off against the unpaid portion of the Contract price.

15. NOTICE OF MATERIAL CHANGES

15.01 The Contractor must immediately inform the County of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

A. Reduction or change in staffing assigned to the Contract.
B. Decrease in, or cancellation of, insurance coverage.
C. Delinquent payment, or nonpayment, of tax obligations.
D. Delinquent payment, or nonpayment, of payroll obligations.
E. Delinquent funding, or nonfunding, of pension or profit sharing plans.
F. Delinquent payment, or nonpayment, of subcontractors.
G. Termination of, or changes in, subcontracts.
H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

16. TERMINATION

16.01 The County may terminate this Contract without cause at any time, without incurring any further liability, other than as stated in this Article by giving written notice to the Contractor of the termination. The notice must specify the effective date, at least thirty (30) days prior to the effective date of the termination, and this Contract will terminate as if the date were the date originally given for the expiration of this Contract. If the Contract is terminated, the County will pay the Contractor for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Contractor accepts the payment, the Contract is satisfied. The parties agree that no payments under this section will exceed the amount payable under Article 8.

16.02 The County may terminate this Contract if the Contractor is in default of any of its obligations under the Contract, or has failed to comply with any of the material terms and conditions of this Contract, by giving written notice to the Contractor. Before the County exercises its right to declare the Contractor in default, the County must give the Contractor Notice of its default status and the reasons for such status. If the Contractor does not cure the default within five (5) working days, the Contract is deemed terminated twenty-five (25) days after the date of the Notice. If after Notice, the County determines that the Contractor was not in default, the rights and obligations of the parties are the same as if the Notice had not been issued. Upon terminating the Contract, County shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Contractor shall be liable to the County for any costs to obtain and transition similar services, provided the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Contract. Such expenses shall be deducted from any monies due or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties. All excess reprocurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise. The rights and remedies of the County are not exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages. The Contractor shall be liable to the County for any damages the County sustains by virtue of the Contractor's breach or any reasonable costs the County might incur in enforcing or attempting to enforce this Contract. Such costs shall include costs to secure the deliverables from another contractor, reasonable fees and expenses for attorneys, expert witnesses and other consultants.

16.03 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

B. Obligate no additional contract funds for payroll costs and other costs beyond the date as the County specifies.

C. As of the date the termination is effective, present all Contract records and submit to the County the records,

data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.

D. Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract.

E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated;

F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;

G. Submit within thirty (30) days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract.

16.04 Upon termination of this Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract must, at the option of the County, become its exclusive property, whether or not in the possession of the Contractor. The Records are free from any claim or retention of rights on the part of the Contractor except as specifically provided. The County must return all the properties of the Contractor to it.

16.05 Any intentional failure or delay by the Contractor to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Contractor will pay the County five hundred dollars ($500) per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Contractor consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

16.06 Access to the records prior to delivery must be restricted to authorized representatives of the County and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

16.07 In addition, each party will assist the other party in the orderly termination of this Contract and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

17. ETHICS IN CONTRACTING

17.01 The Contractor must comply with Article 12 of Chapter 120 of the Wayne County Code governing "Ethics in Public Contracting."

17.02 Contractor's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Contract, sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Contract as of the date of termination.

17.03 If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.

17.04 If the contract price is in excess of twenty thousand dollars ($20,000), or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborate in or induces a violation of any of the ethical standards that are set forth in sections 120-225, 120-228, 120-229, 120-230 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:

A. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of fifteen percent (15%) of the total Contract compensation;

B. Debar or suspend the Contractor from consideration from competing for further County contracts; or

C. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.

17.05 Upon a showing that a subcontractor has paid a surcharge to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount of the surcharge was included in the price of the subcontract or order and ultimately borne by the County and that the County shall have the right to recover the amount of the surcharge from the Contractor. The County may also recover the amount of the surcharge from the subcontractor that paid or is paying the surcharge. Recovery by the County of the surcharge from one offending party shall not preclude recovery from other offending parties. The Wayne County Prosecuting Attorney may initiate and prosecute any civil action needed to enforce this article, if the Wayne County Corporation Counsel declines to do so.

18. NON-DISCRIMINATION PRACTICES

18.01 The Contractor and its subcontractors must comply with:

A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.

B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons with Disabilities Civil Rights Act (P.A. 1976 No. 220).
F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.
G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. County shall promptly give notice of any such provisions to Contractor during the term of the Contract.

18.02 The Contractor and its subcontractors must not:

A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, religion, familial status, height or weight.
D. Except as permitted by rules and regulations promulgated pursuant to Article 11 of the Wayne County Code, headed "Equal Contracting Opportunity," or applicable state or federal law.
   (i) Make or use a written or oral inquiry or form of application that solicits or attempts to elicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight of prospective employees;
   (ii) Make or keep a record of that information or disclose that information;
   (iii) Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, weight, or prior criminal conviction or convictions; or
   (iv) Make, before or during the initial application process, background checks or oral or written inquiries as to prior criminal conviction or convictions.
E. Absolutely bar or otherwise preclude possible employment based on prior criminal conviction or convictions, provided that the prior criminal conviction or convictions is or are not directly related to the position being sought.

18.03 The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, prior criminal convictions(s) or handicap. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

18.04 The Contractor agrees that its subcontractors shall be subject to and shall not violate the nondiscrimination provisions of section 120-192(a) of the Wayne County Procurement Ordinance in performing work on County contracts. The Contractor shall notify its subcontractors that they shall be subject to said nondiscrimination provisions, and shall include said nondiscrimination provisions in its subcontracts. The Contractor shall provide the County with a complete copy of any subcontractor agreement when requested.

18.05 If the Contract price is in excess of twenty thousand dollars ($20,000), the Contractor shall comply with the slavery era disclosure requirements of section 120-192(f) of the Wayne County Procurement Ordinance, as implemented by the Wayne County Slavery Era Disclosure Affidavit the Contractor will complete as part of the contract approval process. If it is subsequently determined by the Division of Human Relations that the Contractor has not made a full disclosure in its affidavit of the information required by section 120-192, that failure shall constitute a substantial breach of the terms of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages as set forth in section 18.07, and debarment from any further business with the County.

18.06 Breach of any section 120-192 of the Wayne County Procurement Ordinance or of the covenants in this Article may be regarded as a material breach of this Contract.

18.07 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the County may impose sanctions, as it determines to be appropriate, including but not limited to:

A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
B. Cancellation, termination or suspension of this Contract, in whole or in part;
C. Disqualification from bidding on future contractors for a period of no more than three (3) years;
D. Referral to Corporation Counsel for consideration of injunction, liquidated damages or other remedies; and/or
E. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of five hundred dollars ($500) per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Purchasing Director, in consultation with the Director of Human Relations and Corporation Counsel. The liquidated damages shall first be set off against the unpaid portion of the Contract price, and the balance to be paid by the Contractor.

18.08 If the Contract is funded, in whole or in part, by federal funds and if the County has been authorized by the funding source to require an affirmative action commitment from contractors who are to be paid from those funds, Contractor must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose.

18.09 In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements of section Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

19. NOTICES

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:

_____

_____

_____

Phone: _____
E-mail: _____

If to the County:

_____

_____

_____

Phone: _____
E-mail: _____

19.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

19.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

20. JURISDICTION AND LAW

20.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the County because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

21. CONFIDENTIAL INFORMATION

21.01 If the County discloses confidential information to the Contractor's employees pertaining to the County's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person

as a result of the services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the County.

21.02 The Contractor agrees to take appropriate action with respect to its employees to insure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

22. COMPLIANCE WITH LAWS

22.01 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations.

22.02 The Contractor must hold the County harmless with respect to any damages arising from any violations of this Article by it or its employees.

23. CHANGES IN SCOPE/SERVICE

23.01 County may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification.

23.02 If any such change request increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Services under this Contract, an adjustment may be made and the Contract modified in writing accordingly.

23.03 Contractor shall provide County with a written proposal to County's change request within five (5) business days of receipt of any such request. Contractor's proposal shall describe in reasonable detail the basis for any proposed price or time adjustment. All cost estimates shall include all completed Services, and cover all costs, expenses, overhead and profit of subcontractors, if any.

23.04 Contractor acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

23.05 If the County does not accept the Contractor's proposal, the County may:

A. withdraw its change request;

B. modify its change request, in which case the procedures set forth above will apply to the modified change request; or

C. issue a Change Order.

23.06 Any adjustment in the Contract price shall be computed in the manner as the parties may agree. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided the County promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required Services under protest, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

23.07 No action, conduct, omission, prior failure or course of dealing by the County shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the County and the Contractor. Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Contract.

23.08 No change to this Contract is effective unless it is in writing and references this Contract. If the change is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties. If the change is a Change Order, it must be signed by an authorized representative of the County.

24. DEBARMENT AND SUSPENSION

24.01 The Contractor certifies to the best of its knowledge and belief, that:

A. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;

B. The Contractor and its principals have not, within a three (3) year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 24.01 b above; and;

D. The Contractor and its principals have not, within a three (3) year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.

24.02 The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.

24.03 The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that

its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

24.04 The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

24.05 The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.

24.06 The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

24.07 A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-Procurement List (of excluded parties).

24.08 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

24.09 If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

25. PROMPT PAYMENT

25.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each such subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within forty-five (45) days after delivery or satisfaction of the subcontract, or receipt of a complete invoice therefore, whichever is later. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within ten (10) days after receipt of the invoice. The 45-day period shall be extended by each day over five (5) days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated on a daily basis which is equal to an annual rate of interest of nine percent (9%) (amount overdue X number of days overdue X .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the Contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the County to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

26. SUBCONTRACTING AND ASSIGNMENT

26.01 The Contractor may subcontract with the companies listed in Appendix C, List of Subcontractors. Appendix C shall identify each such subcontract by stating the name and address of the subcontractor, describing in a general manner the services that will be subcontracted, and stating the percentage of this Contract, by dollar value, that will be subcontracted. The Contractor shall not terminate any subcontractor, without the County's prior written approval. Such approval shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor shall provide the County with immediate notice when a Wayne County-based subcontractor is terminated or substantially displaced by a subcontractor who is not so qualified. The Contractor must also direct notices to the attention of the individual specified in the Notice provisions, Article __. The Contractor must not assign this Contract, nor any part, or subcontract any of the work or services to be performed without the County's prior written approval. Any unauthorized assignment or transfer will be considered a breach of this Contract and result in the termination of the Contract at the County's discretion. If the Contract is not terminated, the assignment shall be deemed null and void.

27. BANKRUPTCY OR INSOLVENCY

27.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

A. Contractor or any trustee must not assign any or all of its rights, title or interest, in or to this Contract, as this Contract is for the delivery of professional services and related services, as to which the County is entitled to insist upon performance solely by the Contractor.

B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the County

(I) adequate financial capacity to employ or contract with sufficient personnel to perform the services

assigned to the Contractor as provided in this Contract, and to pay for all services contracted for by the Contractor;

(ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and

(iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the County as to the adequate professional capacity of the Contractor is determinative.

C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the County that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 U.S.C. §365 is reasonable so long as the trustee or Contractor receives no less than five (5) business days' notice.

D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession or its trustee must cooperate with the County in arranging for the orderly transfer of responsibilities to persons or entities as the County may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

27.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

28. COMPLIANCE WITH CONSENT AGREEMENT

28.01 The parties acknowledge that this Contract is subject to Public Act 436 of 2012, MCL 141.1541 to 141.1575 ("Act") and the Consent Agreement between the County and the State Treasurer N.A. Khouri effective August 21, 2015 ("Consent Agreement"). A copy of the Consent Agreement is available at www.waynecounty.com/mb/consent-agreement.htm.

28.02 Upon written request of the County, the Contractor shall promptly and fully provide all necessary and requested assistance and information under the Consent Agreement and under the Act.

28.03 The Contractor shall promptly provide notice to the County Executive if the Contractor receives a request for assistance by an officer, employee, agency or contractor of the State Department of Treasury.

28.04 The Contractor shall promptly provide notice to the County Executive of knowledge or information of any action or omission that could be considered, or that could lead to, a failure to comply with or breach of the Consent Agreement or of a violation of state or federal law with respect to a matter relating to the Consent Agreement, including the Open Meetings Act, 1976 PA 267, the Uniform Budget and Accounting Act, 1968 PA 2, or the Emergency Municipal Loan Act, 1980 PA 243, by the County, the County Commission, the County Executive, or another officer of the County.

28.05 The Contractor shall immediately provide notice to the County Executive of any possible violations of the Consent Agreement by sending an email to consentagreement@waynecounty.com or by completing the submission form found at www.waynecounty.com/mb/consent-agreement.htm.

28.06 If this Contract is considered "Debt" under the terms of the Consent Agreement, it may not be executed or submitted to the County Executive or County Commission for approval until it has been submitted to the County Chief Financial Officer for approval and verification that the required State Treasurer's approval has been received.

29. MISCELLANEOUS

29.01 The Contractor covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

29.02 Articles 12, 13, 19, and 21 survive termination of the Contract.

29.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

29.04 If any Affiliate of the Contractor takes any action which, if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a "parent", subsidiary or other company controlling, controlled by or in common control with the Contractor.

29.05 Neither party is responsible for force majeure events. If there is a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

29.06 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Contract as a whole and not to any particular article, section, or other subdivision.

29.07 The headings of the articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

29.08 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

29.09 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the County, the County must promptly notify the Contractor. The Contractor must

defend the claim in the name of the County, at the Contractor's expense. The Contractor must indemnify the County against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

29.10 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

29.11 The Contractor shall secure all permits necessary to perform the services and shall comply with all statutes, ordinance, and laws.

29.12 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

29.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

29.14 The County or the Contractor may contract with other firms providing the same or similar services so long as the Contractor's obligations to the County contained in this Contract will not be affected in any manner.

29.15 If the division of Human Relations determines that the Contractor has not made a full disclosure in its affidavit regarding its investments in, support or profit in some manner from the institution of slavery, that failure shall constitute a substantial breach of this Contract, sufficient to warrant rescission of the Contract, the institution of liquidated damages, and debarment from any further business with the County.

30. AUTHORIZATION AND CAPABILITY

30.01 The Contractor warrants to the County that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

30.02 This Contract is effective only upon review and approval by the Wayne County Commission.

31. SIGNATURE

31.01 The County and the Contractor, by their authorized officers and representatives have executed this Contract.

CONTRACTOR

By: _____

Its: _____

COUNTY OF WAYNE

By: _____
WARREN C. EVANS

Its: COUNTY EXECUTIVE

APPROVED AS TO FORM

By: _____
DEPT OF CORPORATION COUNSEL

303694
Rev9/14/15 1p.m.

SECTION 5 - REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

(1) Proposal Form

(2) Price Sheet

FORMS THAT MUST BE DOWNLOADED FROM THE WAYNE COUNTY WEBSITE*

Failure to complete and submit these forms with your Proposal may result in it being deemed non-responsive and rejected without further evaluation.

(3) Business Information Questionnaire Form

(4) Ethics in Contracting Vendor Form

(5) W-9 Form (Standard IRS Form)

(6) Slavery Era Disclosure Form,

(7) Subcontractor Form,

(8) Fair Employment Practices (FEP) CERTIFICATE or EVIDENCE **(screen-print)** that an FEP application has been submitted online at www.waynecounty.com/vendormanagement.htm (FEP is required for prime and subs).

*Download forms at: http://www.waynecounty.com/purchasing

* Download solicitations and addenda at www.mitn.info

PROPOSAL FORM

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

TO: WAYNE COUNTY:

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposals. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

ADDENDA:
The undersigned has read, understands and is fully cognizant of the Information to Proposers, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:
The undersigned, by submission of this Offer, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this RFP, and to enter into a contract with the County, in accordance with the conditions, scope and terms, as well as the Form of Contract, together with any written addenda as specified above.

COMPLIANCE:
The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that: 1) the Proposer is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:
The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE GUARANTEE:
The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

SUBMITTAL REQUIREMENTS:
The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.
No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

Federal Tax ID

Acknowledged before me by _____ (name) as _____(title)
of _____(company) this ____ (day) of _____, 201__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

PRICE SHEET

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

The Wayne County Sheriff's Office is contracting for Inmate Telephone Services to be provided under the specifications in this Request for Proposal.

Please state the rates and commission for providing the services:

CALL LENGTH 0-10 MINUTES

CALL TYPE	COMMISSION RATE	SURCHARGE	PER MINUTE
Local Call	_____	_____	_____
IntraLATA	_____	_____	_____
InterLATA	_____	_____	_____
InterState	_____	_____	_____

CALL LENGTH OF 10 + MINUTES

CALL TYPE	COMMISSION RATE	SURCHARGE	PER MINUTE
Local Call	_____	_____	_____
IntraLATA	_____	_____	_____
InterLATA	_____	_____	_____
InterState	_____	_____	_____

Rates must include all fees.

Warren C. Evans
County Executive

WAYNE COUNTY PURCHASING DIVISION

REQUEST FOR PROPOSALS
FOR
Inmate Phones

CONTROL #37-16-007 ADDENDUM NO.2

ADDENDUM ISSUE DATE: MONDAY, AUGUST 15, 2016

This Addendum is being issued prior to the acceptance of Proposals to allow for the following changes:

MODIFICATIONS: Change to Answer #28

28) Will the County provide office space for the management oversight person to use?

CHANGE: Answer: ***There is an office available in CAYMC for the Third Circuit.***

APPENDIX B
Contractor's Response to the Request for Proposal

APPENDIX C
Project Plan

APPENDIX C – PROJECT PLAN

Telmate 60-Day Implementation Plan for Wayne County

The Telmate system requires minimal onsite hardware, and our centralized processing means that most of the equipment and software is already installed, maintained, and backed up at our distributed redundant and hardened data centers. This makes our onsite installation quick and efficient. Telmate will coordinate with the appointed project administrator and the conversion will take place during times when the inmate telephone service will not be disrupted.

Generally our recommended installation times are between 8:00AM and 8:00PM, but we can install hardware whenever is most convenient for facility staff. Telmate understands that the designated facility staff will provide access and escort services for Telmate employees during the conversion and installation process. Telmate recommends transitioning services and coordinating training to occur on or close to the changeover to Telmate.

The entire conversion process should take no more than eight weeks from the day Telmate receives a signed contract, however this timeline may be expedited or slowed down if desired by the facility. The biggest impediment to a speedy installation is the installation of an Internet data line, which can take the local carrier up to 4 weeks. Once the data line is installed, installation of all phones and system configuration should take no more than a week.

Free Phone Calls During Transition

Telmate will provide all inmates with free phone calls on the day of transition. We do this to reduce the first day burden on staff and allow inmates to familiarize themselves with the new phone system.

Our installations typically proceed in three phases:

Investigation	Facility Installations	Acceptance Testing
Contract ➢ Receipt by Telmate of signed contract ➢ Planning ➢ Meet with facility personnel to determine payment kiosks placement ➢ Meet with IT department to review wiring requirements ➢ Define specific reporting requirements for departments ➢ Establish timing and personnel for training ➢ Meet with appropriate departments to establish an agreed escalation process ➢ Physical site survey of all phone locations **Order Hardware** ➢ Acquire equipment from manufacturers ➢ Provision data circuits & lines	**Configure Software** ➢ Enter blocked numbers ➢ Enter calling rules ➢ Enter rate information ➢ Install Hardware ➢ Install all back office equipment ➢ Install kiosks ➢ Verify data lines/UPS ➢ Install phones one at a time ➢ Verify phones are working ➢ Clean up site & clean phones **Training/Documentation** ➢ Provide onsite training ➢ Provide documentation ➢ Provide network diagrams ➢ Ease Transition ➢ Provide free calls to every inmate ➢ Provide second free call to any inmate cut off during transition	**Verification** ➢ County will verify that installation is working ➢ County will verify that training is satisfactory ➢ County will verify that Telmate adequately meets ITS needs ➢ Follow Up Documentation ➢ Telmate to provide MPS VPN Wide Area Network diagrams

Transition Plan Checklist

Your Telmate project manager will work with Wayne County to customize the Transition Plan Checklist so that it reflects all requirements for a successful changeover in providers.

Approved	Initials	Item
		Inmate Integration: Assure inmates booked and released in JMS are updated in Telmate
		Recordings: Perform sample testing and quantitative comparisons of VVS/Tablet system to ensure that any data integration information is accurate and complete via record counts, and sample testing
		Video Quality: Test and verify integrity of all VBVS station, tablets and data lines
		Video Load Test: Run proprietary testing algorithms to verify onsite and offsite equipment meets or exceeds specifications
		Trust Integration: Assure 411 transfers and deposits process and reflect in trust software
		Inmate Tablet Test: Manually test all tablets for sound quality, video quality, volume and voice biometrics
		Video Visit Station Test: Manually test VVS solution for screen calibration, sound quality, volume, base and camera
		Backup Power Test: Test UPS backup
		Kiosks: Perform latency testing to ensure all kiosks are performing to specification. Test deposits, assure they show up in user interface
		Fail-over testing: Perform load and latency testing to ensure that adequate bandwidth has been provisioned
		Training: Verify staff and administrative training via testing and certification
		Facility Approval: Obtain sign off from facility staff on all deliverables and checklists
		Monitoring: Telmate will perform continuous ongoing monitoring of VVS, tablets, data lines, and video quality through the life of the contract
		Accounting: Produce and commission and auditing reports in a manner and consistent with requirements of County's finance department. Receive confirmation of acceptance from finance department. Assure correct facility banking information is recorded
		Alarms: Ensure PREA Alarms and Crime Tip Alarms are set up correctly

Facility: _____

Certification Signature: _____ Date: _____

Telmate's 60-Day Installation Outline

Below is a sample 60-day Telmate installation timeline from signed contract to training:

Day 1	Executed contract signed and received
Day 2	Review RFP Response Review of contract and final facility options selected Contact facility to identify facility contacts, phone numbers and email Determine shipping information and storage Review site survey Verify demarc and address Bill of Materials (BOM)
Day 3	BOM organized by supplier and individually ordered Data lines ordered (up to 37 day duration)
Day 4	Select project manager Select install team Tentatively calendar and determine holiday conflicts and/or facility conflicts and travel arrangements
Day 5	Contact facility, calendar final adjustments and install dates, advise status update (21 days)
Day 14	Verify and confirm ship date for each BOM ordered
Day 21	Contact facility with update
Day 27	"Gen" centralized facility configuration and test off-line
Day 46	Verify data line received, dispatch technician to confirm line and capacity
Day 56	Install team arrives at site, verifies equipment shipped and ready and stage for install, final site walk, identify install stages and time of day
Day 57	Hang instruction sheets, begin install, cut station sets, test to Telmate Call Center, allow detainee access and free calls
Day 58	Staff orientation
Day 59	Final inspection and acceptance
Day 60	Staff training

Telmate's 60-Day Work Breakdown Schedule

Wayne County ITS & VVS Implementation Plan	Duration	Start	Finish	Work
Inmate Telephone System/VVS Installation Project Plan	**60.0 d**	**8/1/17**	**10/21/17**	**480.0 h**
Project Initiation	**10.0 d**	**8/1/17**	**8/19/17**	**80.0 h**
Upon contract execution - Account Executive to call	**1.3 d**	**8/1/17**	**8/2/17**	**10.0 h**
Project Manager Introduction with Wayne County staff	1.0 d	8/1/17	8/2/17	8.0 h
On Site Kick-Off meeting with County Team & Account Team	**1.9 d**	**8/3/17**	**8/5/17**	**15.0 h**
Submit Initial ITS & VVS Equipment orders	**1.0 d**	**8/2/17**	**8/3/17**	**8.0 h**
Site Inspections conducted by Field Services Team	**4.0 d**	**8/10/17**	**8/15/17**	**32.0 h**
Andrew Baird Detention Facility	1.0 d	8/10/17	8/10/17	8.0 h
Wayne County Old Jail	1.0 d	8/11/17	8/11/17	8.0 h
William Dickerson Facility	1.0 d	8/12/17	8/12/17	8.0 h
Road Patrol Lockup Facility	1.0 d	8/15/17	8/15/17	8.0 h
Project Planning	**10.0 d**	**8/8/17**	**8/19/17**	**80.0 h**
Risk Management Planning	4.0 d	8/9/17	8/12/17	32.0 h
Integration Plan - Interface specs/requirements review	4.0 d	8/5/17	8/10/17	32.0 h
Employee On-boarding process review	3.0 d	8/9/17	8/11/17	24.0 h
Incumbent Exit Strategy	4.0 d	8/15/17	8/18/17	32.0 h
Installation Timeline Review	7.0 d	8/5/17	8/16/17	60.0 h
Project Plan Update	5.0 d	8/12/17	8/18/17	24.0 h
Engineering Schematics, and Bill of Materials Updates	1.2 d	8/19/17	8/20/17	10.0 h
Final Project Plan Review	2.4 d	8/23/17	8/25/17	19.0 h
Project Execution	**60.0 d**	**8/1/17**	**10/21/17**	**480.0 h**
Direct & Manage Project Execution	60.0 d	8/1/17	10/21/17	480.0 h
Employee Onboarding / Training	24.0 d	8/2/17	8/31/17	192.0 h
Pre-Install Preparation - Integration	20.0 d	8/25/17	9/22/17	160.0 h
LEC MPLS T1 Installations	4.0 d	10/12/17	10/18/17	31.9 h
Pre-Transition Installation Activities	**17.0 d**	**8/1/17**	**8/24/17**	**138.0 h**
Andrew Baird Detention Facility	5.0 d	8/1/17	8/5/17	97.0 h
Wayne County Old Jail	5.0 d	8/8/17	8/12/17	89.0 h
William Dickerson Facility	5.0 d	8/15/17	8/19/17	67.0 h
Road Patrol Lockup Facility	2.0 d	8/22/17	8/24/17	67.0 h
User Interface Training	**4.0 d**	**10/17/17**	**10/20/17**	**168.0 h**
Andrew Baird Detention Facility	1.0 d	10/17/17	10/17/17	8.0 h
Wayne County Old Jail	1.0 d	10/18/17	10/18/17	8.0 h
William Dickerson Facility	1.0 d	10/19/17	10/19/17	8.0 h

Road Patrol Lockup Facility	1.0 d	10/20/17	10/20/17	8.0 h
Transition Activities	**24.0 d**	**8/1/17**	**9/7/17**	**196.0 h**
Andrew Baird Detention Facility	10.0 d	8/1/17	8/10/17	8.0 h
Wayne County Old Jail	10.0 d	8/11/17	8/20/17	8.0 h
William Dickerson Facility	10.0 d	8/21/17	8/31/17	8.0 h
Road Patrol Lockup Facility	6.0 d	9/1/17	9/7/17	8.0 h
Installation Activities	**12.0 d**	**9/8/17**	**9/19/17**	**96.0 h**
Andrew Baird Detention Facility	4.0 d	9/8/17	9/11/17	8.0 h
Wayne County Old Jail	3.0 d	9/12/17	9/14/17	8.0 h
William Dickerson Facility	3.0 d	9/15/17	9/17/17	8.0 h
Road Patrol Lockup Facility	2.0 d	9/18/17	9/19/17	8.0 h
ITS/VVS Transfer	**15.0 d**	**9/19/17**	**10/7/17**	**120.0 h**
Andrew Baird Detention Facility	4.0 d	9/19/17	9/22/17	22.0 h
Wayne County Old Jail	4.0 d	9/23/17	9/28/17	26.5 h
William Dickerson Facility	4.0 d	9/29/17	10/4/17	26.5 h
Road Patrol Lockup Facility	3.0 d	10/5/17	10/7/17	26.5 h
Distribute Information / Stakeholder Updates / Report Performance	**28.0 d**	**8/8/17**	**12/2/17**	**36.0 h**
Telmate & County Project Team Meeting - Touch Point : Transition Schedule Review	0.4 d	9/20/17	9/20/17	1.5 h
Project Monitor & Control	**40.0 d**	**8/1/17**	**9/29/17**	**280.0 h**
Perform Quality Control	**40.0 d**	**8/1/17**	**9/29/17**	**280.0 h**
Installation Quality Control Checkpoint 1: Customer Provisioning	10.0 d	**8/3/17**	**8/16/17**	**47.0 h**
Andrew Baird Detention Facility	3.0 d	8/3/17	8/5/17	24.0 h
Wayne County Old Jail	3.0 d	8/8/17	8/10/17	24.0 h
William Dickerson Facility	3.0 d	8/15/17	8/17/17	24.0 h
Road Patrol Lockup Facility	1.0 d	8/18/17	8/18/17	8.0 h
Installation QC Checkpoint 2: Customer Pre-installation	**10.0 d**	**8/19/17**	**9/1/17**	**82.0 h**
Andrew Baird Detention Facility	3.0 d	8/19/17	8/23/17	24.0 h
Wayne County Old Jail	3.0 d	8/24/17	8/26/17	24.0 h
William Dickerson Facility	3.0 d	8/29/17	8/31/17	24.0 h
Road Patrol Lockup Facility	1.0 d	9/1/17	9/1/17	8.0 h
Installation QC Checkpoint 3: Equipment Test / Validation	**10.0 d**	**9/2/17**	**9/15/17**	**40.0 h**
Andrew Baird Detention Facility	3.0 d	9/2/17	9/6/17	24.0 h
Wayne County Old Jail	3.0 d	9/7/17	9/9/17	24.0 h
William Dickerson Facility	3.0 d	9/12/17	9/14/17	24.0 h
Road Patrol Lockup Facility	1.0 d	9/15/17	9/15/17	8.0 h
Installation QC Checkpoint 4: On Site Customer Acceptance	**10.0 d**	**9/16/17**	**9/29/17**	**60.0 h**

Andrew Baird Detention Facility	3.0 d	9/16/17	9/18/17	24.0 h
Wayne County Old Jail	3.0 d	9/21/17	9/23/17	24.0 h
William Dickerson Facility	3.0 d	9/24/17	9/28/17	24.0 h
Road Patrol Lockup Facility	1.0 d	9/29/17	9/29/17	8.0 h
Installation Quality Control checkpoint 5: Customer Acceptance	**1.0 d**	**10/19/17**	**10/20/17**	**16.0 h**
Installation Quality Control Checkpoint 6: Initiate Post Implementation Site Eng Monitor (remote monitoring: 30 days)	**30.0 d**	**10/21/17**	**10/21/17**	**8.0 h**
Project Close	**3.0 d**	**10/19/17**	**10/21/17**	**25.0 h**
Close Project Phase	2.0 d	10/20/17	10/21/17	12.0 h
Telmate & County Project Team Meeting - Touch Point : Customer Acceptance & Account Team Transition	1.6 d	10/20/17	10/21/17	13.0 h

APPENDIX D
Compensation

APPENDIX D –COMPENSATION

Telmate, LLC shall pay Wayne County $100,000 within thirty (30) days of installation. Telmate shall also pay Wayne County an annual commission of the greater of a minimum annual guarantee ("MAG") of $1.745 million, paid in twelve equal parts on a monthly basis, and a share of revenue received by Telmate from three components of the Inmate Telephone system at Wayne County Jail and lockup facilities, broken out as follows:

a) A facility support payment of $.07 per minute for all completed revenue-generating telephone calls;
b) 25% of revenue received from its exclusive remote video visitation; and
c) 25% of revenue received from the per minute rate charged to inmates for access to Telmate's tablet equipment.

The $1.745 million MAG is contingent on a minimum average daily population requirement of 1800 inmates, and on Telmate charging the rates listed below. The MAG will be reviewed and adjusted quarterly in the event that the average ADP falls below 1800. Monthly MAG payments shall be made within fifteen (15) days after the end of each calendar month.

Within thirty days of the end of each year of performance, Telmate shall calculate the actual commissions resulting from telephone, remote video visitation, and inmate tablet usage. Where the actual commission exceeds the annual MAG, Telmate shall pay the County the difference.

Telmate shall be responsible for all billing and collections of inmate calling charges. Telmate shall send all commission payments to the William Dickerson Detention Facility at 3501 Hamtramck Drive, Hamtramck, Michigan 48211, to the attention of Regina Banks-Hall, Director of Commissary Operations.

The applicable rates for telephone calls under this Contract, inclusive of the $.07 per minute facility support payment, shall be as follows:

- Intrastate debit, prepaid, and collect calls - $.28 per minute
- Interstate debit and prepaid calls - $.21 per minute
- Interstate collect calls - $.25 per minute
- Canada and Mexico debit, prepaid, and collect calls - $.50 per minute
- Voicemail - $1.25 per message

The above rates do not include applicable fees and taxes permitted by law.

APPENDIX E – SCOPE OF SERVICES

APPENDIX E – SCOPE OF SERVICES

Telmate's Products & Services:

1.1 Telmate will install, at its sole cost and expense, telephones, tablets, equipment, internet, Wi-Fi, and software as required for the provisioning of the inmate telephone & communications service system. Telmate will also install, at its sole cost and expense, all industry standard upgrades and/or improvements, of telephones, equipment, and software as for the provisioning of the inmate telephone and communication service system within sixty (60) days of such date generally made available. For upgrades that are limited release, require additional hardware associated with the new feature, contain features offering new functionality or for third-party applications or platforms that are made available by Telmate, these will be made available to Customer at no charge to Customer.

1.2 Telmate will maintain the System in good condition at all times. All maintenance or repair work, whether performed remotely or on site, shall be exclusively performed in such a manner to minimize the disruption of the inmate communication service system. Telmate will repair and maintain its equipment in good operating condition and shall exclusively maintain its equipment in such condition by furnishing all necessary parts and labor reasonably necessary for the successful operation of the equipment. Telmate has the exclusive access to open, adjust, remove, disconnect, repair, replace, or alter the equipment. Customer shall permit employees or contractors of Telmate reasonable access in order to provide such service, repair, and maintenance on equipment. Customer shall notify Telmate of any misuse, destruction, damage, or vandalism to the equipment as soon as practicable. Customer shall exercise reasonable care to prevent damage or destruction of Telmate's equipment. Only during the term of the Agreement, and barring any unforeseen breach of the Agreement by Telmate, Telmate may not remove the Equipment without written mutual consent.

System Features and Services:

1. Call recordings shall be stored during the term of the Agreement (e.g. life of contract) and all extensions. Upon the termination of the contract the call recordings shall be transferred to a mutually agreed upon storage media such as CD-ROM/DVD/External hard drive. Video recordings shall be stored a minimum of 30 days.

2. In order for Telmate to provide inmate phone prepaid sales, Telmate must have a real-time prepaid sales integration, which requires (a) a real-time integration with the inmate accounting vendor/commissary; and (b) the accounting vendor processing real-time inmate prepaid sales. Telmate will provide a detailed 'Inmate Prepaid

Sales Report' via email for each calendar month on a monthly basis. Telmate will deduct the monthly inmate prepaid sales from the monthly commission check. Telmate reserves the right to invoice weekly should the sales volume be high.

Tablet Content Summary Includes but not limited to:

Free to inmate (No commission to Facility)	Cost to Inmate (Commissionable)
Inmate Requests	**Games**
Grievances	**Music**
Commissary Ordering	**News**
Access to facility provided law library	**Learning Websites**
Religious Content/Addiction resources	**Other media (e.g. Movies, streaming radio)**
	Books

Repair Procedures:

Customer shall have the capability to report problems with the System via a toll free number twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year. Upon the reporting of a problem by the Customer to the Telmate, the Telmate shall repair the problem pursuant to the Repair Procedures as set forth below:

Priority Classifications

The following classifications apply once a trouble report is issued and received by Telmate.

Priority One condition occurs when 50% of any single cell block's inmate telephones are nonfunctioning.

Priority One condition occurs when any monitoring/taping function is not fully operation.

Priority One condition shall have a four (4) hour response time to work on remotely and to have a technician on site if needed.

Priority Two condition occurs when system outage is less than 50% but impacts at least 10% of the phones.

Priority Two condition occurs when any other system event not a priority one condition occurs that adversely affects the operation of the system or any component thereof.

Priority Two condition shall have a twenty-four (24) hour response and all due diligence shall be used to repair the problem as soon as possible.
Any single phone outage shall have a twenty- four (24) response time to and all due diligence shall be used to repair the problem as soon as possible.

TELMATE OFFENDER PHONES DESCRIPTION OF SERVICES NETWORK AND HARDWARE

Phone Ownership & Maintenance: All phones and related hardware will be owned by the vendor, and the vendor will be responsible for all installation, maintenance and ongoing support.

Prime Provider: The vendor will be the prime provider of the ITS, video visitation, customer service, kiosk services, inmate tablets and related software. The provided ITS is not build by a third party and is not hosted or maintained by a third party.

Centralized Integrated Storage: All recording and monitoring equipment will be incorporated into the offsite ITS. No onsite and/or non-integrated call processing, recording and monitoring equipment or systems will be used.

Public Kiosks: Telmate will provide a tough, secure and reliable public-facing cash and credit card kiosks that are fully integrated with the ITS. The kiosks allow friends & family to verify their identity, make cash deposits, purchase prepaid calling and pay various other fees that the facility collects. For increased security, the kiosks are capable of photographing users and scanning IDs and sharing that data via the vendor's Web-based ITS.

FEATURES
Telmate will make the following features available from the offender phone solution at no cost to the customer:

Auditing/Reporting: The vendor will include a comprehensive offender communication reporting system. Offender phone usage (by offender and by phone station) will be fully auditable, and data will be available to facility staff.

Web Based Software: Telmate will provide Web based access to phone system command and control capabilities, including, but not limited to, the ability to suspend an offender or friend's and family privileges for a set amount of time or until a specified date and time. Telmate 's solution will be compatible with Chrome, Safari, Firefox and Internet Explorer Web browsers, and will be natively accessible from both Microsoft Windows and Apple OS X platforms.

Newly Booked or Moved Individuals: Telmate 's phones will automatically allow access to newly booked offenders, or offenders who are moved between housing units, without staff involvement.

No Offender-to-Offender Communication: Telmate will ensure that no offender-to-offender communication will be allowed through the described system.

Continuous Upgrades: To ensure maximum security, compatibility and feature support, Telmate will always provide the latest version of all ITS software throughout the life of the contract and any extensions.

Trust Integration: Telmate's phone solution will integrate with the customer's existing trust fund solution, allowing offenders to pay for phone use directly from their trust fund account, contingent on the cooperation of the provider of the trust fund solution.

JMS/OMS Integration: Telmate will import and update the names, offender numbers, and other offender record data from the customer's existing jail or offender management system at a frequency of at least 15 minutes. This integration will allow offenders to access the phone system without requiring any additional data entry by facility staff.

Live 3-Way Detection: Telmate will provide live human review and confirmation of all suspected 3-way calls to eliminate false positives and capture any entered digits.

Audit Trail: Telmate 's ITS will provide an audit trail for authorized users to track staff user activity of the ITS.

Email Call Recordings: Call recording audio files will be transferable from within the ITS to outside investigators via email as a one-time secure download link, saving time related to chain of custody.

Collect Alternatives: Telmate will provide an alternative to collect calling, allowing offenders to contact any domestic phone number they dial, even if number cannot be called collect or if the offender does not have a prepaid account setup for calling a specific phone number.

Deposit Options: Telmate will provide a kiosk, web payment service and live operator support for friends and family to deposit money to an offender's trust account, purchase prepaid calling time and, if desired, pay any fees that the facility wishes to collect via the kiosks.

Crime Tips & PREA: Telmate will provide an integrated solution for offenders to contact a crime tip hotline, PREA hotline, and grievance hotline. Correctional staff will have the capability to monitor and playback recorded calls or voicemails related to these hotlines. Telmate is able to provide a real-time notification to smart phones whenever an offender calls the crime tip hotline or PREA. Voicemail recordings and data will be retained for the life of the contract.

Offender Initiated Trust Transfers: Telmate will provide an automated method for offenders to purchase prepaid funds via the phone system using a real-time trust fund transfer. Telmate will also provide prepaid balance and deposit notification to offenders without staff involvement.

Automated Identity Verification: Telmate will provide an automated PAN enrollment process that positively confirms the identity of each friend of family member by comparing personal identification information provided by the enrollee against national databases.

No Calling Cards: Telmate will offer a modern prepaid offender calling solution that does not require correctional staff or commissary provider to tangibly handle calling cards. This solution will provide offenders fully automated prepaid purchases in real-time.

Realtime Pricing: Telmate 's OTS will provide a complete list of all telephone numbers and the price of each call from a given offender telephone real-time.

Offender Phone Access Control: Telmate 's system, by default, automatically blocks offenders from calling from groups of phones that they should not have physical access to based on their location information in the OMS, increasing security ad reducing the risk of fraud.

Alarm / Alerts: Telmate 's ITS has alerts that can be set on a per offender, per destination number, per station, or combination. The alert system is capable of alerting investigators of calls from specific offenders, to specific destination numbers, and between a specific offender and destination number. Additionally, investigators may elect to allow or deny an offender call via cell phone.

TELMATE VIDEO VISITATION DESCRIPTION OF SERVICES NETWORK AND HARDWARE

Equipment Ownership & Maintenance: Telmate will provide a secured offender device for video visitation, commissary ordering, and offender education. The system will be fully integrated with ITS, providing the customer with a single management system video visitation and offender phone calls. The described device is an offender hardened high-security device capable of being installed in offender areas.

Equipment Ownership & Maintenance: The equipment will be owned by the vendor, and the vendor will be responsible for all installation, maintenance and ongoing support.

Prime Provider: The vendor will be the prime developer and provider of the offender video visitation solution and services.

Visitation Recording Equipment: Telmate 's recording system is software based and does not require or utilize third party video conferencing equipment to record and store recordings.

Remote Visitation: Telmate 's system will be capable of connecting offender stations with remote users using standard widely available home computer equipment or smartphones over the Internet. Remote visitation works via a Web browser, including Internet Explorer, Firefox, Safari, and Chrome, or a smartphone application.

Secure Network: Telmate offender visitation equipment will run over a secure network that includes content filtering, a proxy server, and a firewall configured to only allow approved addresses and content.

An Independent Network: All video visitation equipment will utilize a separate dedicated network for all visitation services.

Auditing/Reporting: Telmate will include a comprehensive offender visitation reporting system. Offender visits will be fully auditable, and data will be available to facility staff.

Full Access Control Software: For security and to reduce fraud, the vendor will limit access to visitation stations to offenders who are designated in the OMS to be in the same housing unit.

Public Kiosks: Telmate will provide a tough, secure and reliable public-facing cash and credit card kiosks that are fully integrated with described video visitation system and not provided by subcontractor or third party. The kiosks allow friends & family to verify their identity, schedule and fund video visits. For increased security, the kiosks are capable of photographing users and scanning IDs for additional security and sharing that data with staff.

FEATURES
Telmate will make the following features available from the offender video visitation solution at no cost to the customer:

Self Scheduling System: Telmate 's system will include a video visitation scheduling, automation and policy management solution that is technology and hardware agnostic for both facility staff and the public. The system will also provide for visitation monitoring, interrupt and visitation recording via Web browser, compatible with Microsoft Windows and Apple OS X,at a minimum.

Two-Way Scheduling: Telmate 's visitation scheduling system allows friend or family members to schedule visits, or offenders to schedule visits. The system additionally allows either party to invite the other to visit, allowing respondents to confirm, deny or suggest alternate times.

Scheduling Conflict Checking: Telmate 's scheduling system will verify that the offender has access to visitation equipment at the time of the scheduled visit. If an offender is moved, the system will check the offender's new location (via a JMS/OMS integration) for equipment availability and will suggest alternative times in the event that a visitation equipment is not available.

Recording: Telmate 's system is capable of recording any Offender/Visitor connection combination. The system will provide digital video and audio recording for all visitation session(s) (i.e. a session includes both the Offender and visitor side) at a time.

Burn/Download Video Visits: Authorized staff users will be downloading a video file to their desktop or a flash drive or similar. Additionally, the system includes an audit trail to track who has viewed and or downloaded a copy.

No Staff Time Requirements: Telmate 's video visitation scheduling system will not require staff time to operate, nor will they add responsibilities for any staff members.

Access Control by Group and Individual: Telmate will provide the ability for staff to block visitation permissions for specific offenders or groups for a predefined period of time in the event of a disciplinary event.

No Escalation of Privileges in the Event of Failure: Telmate will ensure that in the event of any component failure, the event will not be capable of granting escalated access privileges.

Newly Booked or Moved Individuals: Telmate's visitation system will automatically allow access to newly booked offenders, or offenders who are moved between housing units, without staff involvement.

No Offender-to-Offender Communication: Telmate will ensure that no offender-to-offender communication will be allowed through the described visitation equipment.

Web-Based Software: Telmate will provide Webbased access to visitation command and control capabilities, including, but not limited to, the ability to suspend an offender or friend's and family privileges for a set amount of time, control scheduling if desired, manage user access controls, and real-time viewing and interrupt of video visits. Telmate 's solution is compatible with Chrome, Safari, Firefox and Internet Explorer Web browsers, and will be accessible natively from both Microsoft Windows and Apple OS X.

PIN-based Login: Telmate will provide a PIN based offender login to allow access to be customized to the offender who is using each visitation station.

Trust Integration: Telmate 's visitation solution will integrate with the customer's existing trust fund solution, allowing offenders to pay for visitation time (or the use of other services provided by visitation equipment) directly from their trust fund account, contingent on the cooperation of the provider of the trust fund solution.

Integrated with Phone System: Telmate 's video visitation system will be integrated with Telmate's offender phone services to ensure an integrated video and calling solution with single user sign in.

Automated Identity Verification: Telmate will provide an automated PAN enrollment process that positively confirms the identity of each friend of family member by comparing personal identification information provided by the enrollee against national databases.

Same PAN as Phones: Telmate 's video visitation system will utilize the same PAN process and system as the offender phone system, allowing approved friend's and family to visit without re-registration or re-approval.

Concurrent Recording: Telmate 's system is capable of recording video visits conducted on all visitation equipment concurrently.

JMS/OMS Integration: Telmate will import and update the names, offender numbers, and other offender record data from the customer's existing jail or offender management system at a frequency of at least 15 minutes. This integration will allow offenders to access the visitation system without requiring any additional data entry by facility staff.

Digital Grievances: Telmate will will provide a complete digital offender grievance and offender request system, available to users of the offender visitation equipment. This system will allow the creation, publishing, and management of digital forms and allow submissions to be routed directly to specific individuals. The system will also support followup communication with the staff member who receives the submission. Routing of Requests: The Telmate will allow customer staff to control the routing of submitted digital requests and grievances to key staff or vendors.

Religious Content: By default, vendor visitation equipment will provide content to help meet the needs of offenders of diverse religious beliefs.

Educational Content: Telmate 's visitation solution will have the capability of displaying current and/or future educational content.

Legal Research/Law Library: Telmate 's visitation hardware will have the capability of displaying facility provided Web/HTML-based legal research/law library content in order to reduce offender escorts to and from the law library.

Secure Messaging: To reduce mailroom volume, Telmate will provide a messaging solution that allows offenders and approved contacts to exchange electronic typed messages. This solution will trigger alarms based on watchwords, allow text searches across messages, and permit facility staff to conduct speedy reviews of messages.

Photo Sharing: To reduce physical photographs being introduced into the facility, Telmate will provide a photo sharing solution that allows approved contacts to share digital photos with offenders. Telmate will manually review each photo for nudity and offensive behavior before it may be seen by the offender.

Commissary Ordering: Telmate 's visitation system support the ability for offenders to place commissary orders electronically through the visitation equipment hardware, interfacing directly with the facility's commissary vendor, without involving correctional staff and time. This solution is compatible with most commissary system that provides a modern Webbased ordering system.

Extra Features: System supplied will be capable of additional features (some fee based) such as: secure web browsing (to select allowed sites), acuity games, web-based medical system integration, and web-based legal resources.

TELMATE TABLET DESCRIPTION OF SERVICES NETWORK AND HARDWARE

Tablet Ownership & Maintenance: The tablets will be owned by the vendor, and the vendor will be responsible for all installation, maintenance and ongoing support.

Prime Provider: The vendor will be the prime developer and provider of the offender tablet solution and service.

No Cost to the Customer: The vendor will provide all hardware and services at no cost to the customer.

Tablets Not Tied to Single Phone Vendor: The customer cannot guarantee that the offender phone vendor will remain the same throughout the time period in any tablet contract or agreement. Because of this, all offender tablets will be able to operate with all of the described features, regardless of which vendor provides offender phone service.

Secure Wireless Network: Telmate tablets will run over a secure wireless network using a unique virtual private network (VPN) per tablet connection to ensure encrypted communications. Cellular network communication (such as Edge, LTE, 3G, 4G) is inherently insecure and will not be utilized.

An Independent Network: Tablets will utilize a separate dedicated network for all tablet services.

Auditing/Reporting: Telmate will include a comprehensive offender tablet reporting system. Offender tablet usage (by offender and by tablet) will be fully auditable, and data will be available to facility staff.

Full Access Control Software: Telmate will limit access to tablets to offenders currently in the same housing unit as the tablet itself.

Web Based Software: Telmate will provide Webbased access to tablet command and control capabilities, including, but not limited to, the ability to suspend an offender or friend's and family privileges for a set amount of time or until a specified date and time. Telmate 's solution

will be compatible with Chrome, Safari, Firefox and Internet Explorer Web browsers, and will be accessible from both Microsoft Windows and Apple OS X platforms.

Access Control by Group and Individual: Telmate will provide the ability for staff to block tablet access for specific offenders or groups for a predefined period of time in the event of a disciplinary event.

Security Layers: Telmate will ensure that all networked traffic utilizes a proxy server and firewall configured to only allow approved addresses and content.

No Escalation of Privileges in the Event of Failure: Telmate will ensure that in the event of any component failure, the event will not be capable of granting escalated access privileges.

Newly Booked or Moved Individuals: Telmate's tablets will automatically allow access to newly added offenders, or offenders who are moved between housing units, without staff involvement.

No Offender-to-Offender Communication: Telmate will ensure that no offender-to-offender communication will be allowed through the described tablets.

Customer Support: Telmate will provide facility service and technical support for all described products, available 24/7/365 answered by live operators and will ensure any onsite technicians meet all of the customer's security requirements and levels of approval.

PIN-based Login: Telmate will provide a PIN based offender login to allow access to be customized to the offender who is using the tablet.

Chain of Custody: Telmate will retain all submitted grievance and request forms and will not delete them. This submitted information will be searchable, sortable and able to be filtered.

Trust Integration: Telmate 's tablet solution will integrate with the customer's existing trust fund solution, allowing offenders to pay for tablet use directly from their trust fund account, contingent on the cooperation of the provider of the trust fund solution.

JMS/OMS Integration: Telmate will import and update the names, offender numbers, and other offender record data from the customers existing jail or offender management system at an interval of no less frequently than every 15 minutes. This integration will allow offenders to access the tablets without requiring any additional data entry by facility staff.

24/7 Support for Facility Staff: Telmate will provide no cost 24/7 support for facility staff, allowing them to ask questions or make requests including reporting of broken equipment, lost passwords, and new staff user setup.

Wireless Charging: Telmate will ensure that offender tablets not interface directly with live electrical current in offender accessible areas. Telmate tablets will utilize inductive chargers for increased safety and security.

Remote Updates: To minimize technician escorts to offender living areas, Telmate will perform routine tablet software updates remotely.

Data Ownership: All collected data, including tablet communication and usage data, is property of the customer and will be stored for the life of the contract and extensions.

No Staff Time Requirements: Telmate 's offender tablets will not require staff time to operate, nor will they add responsibilities for any staff members.

FEATURES

Telmate will make the following features available from the offender tablet solution at no cost to the customer:

Digital Grievances: Telmate will provide a complete digital offender grievance and offender request system, available to users of the offender tablets. This system will allow the creation, publishing, and management of digital forms and allow submissions to be routed directly to specific individuals. The system will also support followup communication with the staff member who receives the submission.

Routing of Requests: The vendor will allow customer staff to control the routing of submitted digital requests and grievances to key staff or vendors.

Religious Content: By default, Telmate tablets will provide content to help meet the needs of offenders of diverse religious beliefs.

Educational Content: Telmate 's tablet solution will have the capability of displaying current and/or future educational content.

Legal Research/Law Library: Telmate 's tablet solution will have the capability of displaying facility provided Web/ HTML-based legal research/law library content in order to reduce offender escorts to and from the law library. Telmate will support a variety of 3rd party law library systems in the event that the 3rd party provider changes in the future.

Secure Messaging: To reduce mailroom volume, Telmate will provide a messaging solution that allows offenders and approved contacts to exchange electronic typed messages. This solution will trigger alarms based on watchwords, allow text searches across messages, and permit facility staff to conduct speedy reviews of messages.

Photo Sharing: To reduce physical photographs being introduced into the facility, Telmate will provide a photo sharing solution that allows approved contacts to share digital photos with

offenders. Telmate will manually review each photo for nudity and offensive behavior before it may be seen by the offender.

Entertainment: Offender tablets will provide entertainment options for offenders, including sports scores, music, non-violent games, and other offender appropriate entertainment.

Content Blocking: Telmate will allow the customer to block specific content offerings either temporarily or permanently if the customer anticipates that the content will provide problems for their facility.

Offender Self Improvement: Telmate 's tablets provide content options for offender self-improvement, including personal finance, employment, national news, and learning options.

Commissary Ordering: Telmate's tablets support the ability for offenders to place commissary orders electronically through the tablet, interfacing directly with the facility's commissary vendor, without involving correctional staff and time. This solution is compatible with most commissary system that provides a modern Web-based ordering system.

No Penalties: There is no additional cost or commission penalty to the customer for any features or hardware described in this offer.

IMPLEMENTATION & SUPPORT

Implementation Plan: Upon contract, Telmate will provide a preliminary project plan including the project team, installation timeline, recommended installation procedures (conversion from existing system to the described system) and development of commission accounting procedures.

Ongoing Management Plan: Upon contract, Telmate will provide a project management plan, including locations of service technicians, replacement equipment, and guaranteed response times.

Training: Telmate will provide technical assistance during the installation and initial use of the equipment including operational training for employees. Manuals, instructions, and names of technical representatives available via telephone will be given to staff at each detention center.

24/7 Support for Facility Staff: Telmate will provide no-cost 24/7 support for facility staff, allowing them to ask questions or make requests including reporting of broken equipment, lost passwords, and new staff user setup.

Data Ownership: All collected data, including communication recordings and usage data, is property of the customer and will be stored for the life of the contract and extensions.

24/7 Support for Friends & Family: Telmate will be the prime provider of facility service and technical support for all described products, and live support will be available 24/7/365 answered by live US-based operators. This support will not be outsourced.

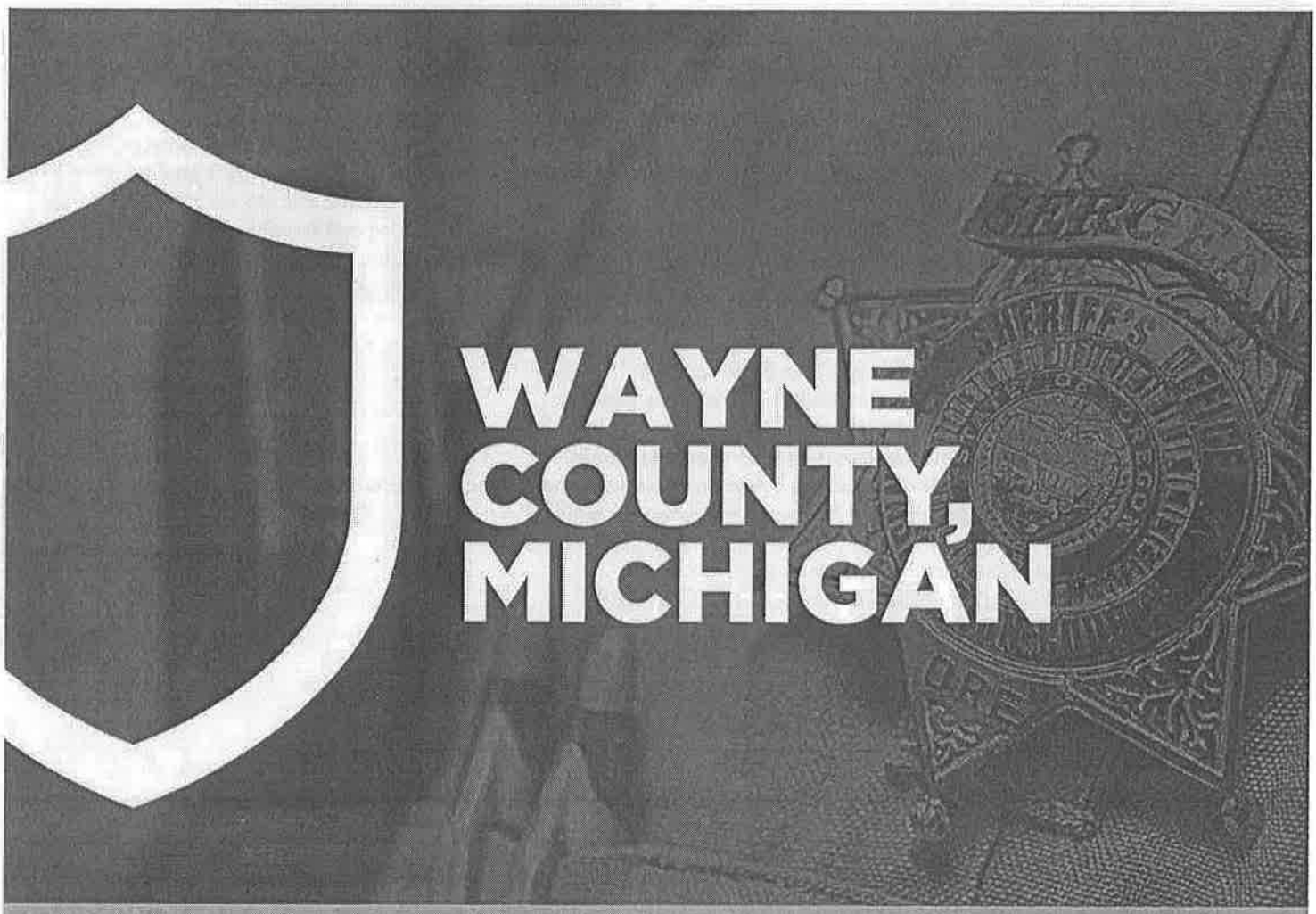
Public Ticketing System: As part of the ITS, Telmate will provide an integrated online public ticket system that is available to facility staff for reporting and tracking all issues and work orders. Facility staff will have the ability to generate and track tickets online as well as audit tickets after they have been completed.

Offender Customer Service: Telmate will provide an automated voicemail solution for offenders to leave requests directly for the Telmate's in-house customer service (dropped call credit, prepaid information, etc.) and receive notification of a resolution.

Multi-Lingual: Telmate will provide friends and family customer service over the phone in Spanish and English. Offender call prompts will be available in any or all of the following: English, Spanish, Russian, Mandarin, French, Haitian Creole, and Navajo.

Instant Refunds: Telmate 's live US-based bi-lingual customer service representatives have the ability to instantly refund incorrect charges, or payments for dropped calls 24/7.

No Penalties: There is no additional cost or penalty to the customer for any features or hardware described in this offer.



WAYNE COUNTY, MICHIGAN

RFP #37-16-090 FOR
INMATE TELEPHONE SYSTEM

Contact: Ian Dunnington
National Sales Director
(415) 933-7139 (phone)
(415) 520-0343 (fax)
proposals@telmate.com

TRANSFORMING INMATE COMMUNICATIONS

Telmate

Telmate

Charter County of Wayne
Purchasing Division
500 Griswold, 15th Floor
Detroit, Michigan 48226

June 20, 2016

Dear Ms. Grainger:

Telmate is pleased to respond to your Request for Proposal for Wayne County Sheriff's Office Inmate Telephone System Control No. 37-16-090. Telmate would be honored to support your Sheriff's goal to make Wayne County and all of its communities as safe as possible. Telmate will ensure inmate communication is at the highest levels, and will also provide additional service and solutions so that all of the stakeholders served by the Wayne County Sheriff's Office enjoy the highest quality of life possible. Telmate will provide at no extra cost to the County, and with no deductions from your anticipated revenue, the following:

- Comprehensive inmate telephone services
- Remote and on-site Video Video Visitation Services
- Secure inmate Tablet solution
- Powerful investigative tools with chain of custody
- Inmate applications such as grievances, requests and commissary ordering
- Integration with your JMS and commissary systems
- Pain-free installation with zero downtime for inmate calls
- Dedicated on-site systems administrator
- Telmate Lobby Kiosks for each of your facilities
- Full-time, local technician dedicated exclusively to Wayne County
- 24/7/365 live, US-based, bilingual facility support
- Ongoing maintenance, equipment replacement, repair, upgrades, and training
- Ongoing complimentary training throughout the contract

All of Telmate's products, including inmate telephones, video visitation, IVR, and tablets, operate on a single web-based system, which County staff can access and control from any computer with an Internet connection. The Telmate team we propose for Wayne County is very familiar with your region and has completed several successful installations in counties in Michigan and its neighboring states, including both Kalamazoo County and Allegan County. They will work with the WCSO to understand your specific needs and provide the exceptional service for which we are known.

We highly suggest you provide us the opportunity ***to give you a detailed, live presentation of the Telmate solution*** in order to fully demonstrate what makes Telmate's technology the most advanced in the industry. Please reach out to me at either (415) 933-7139 or proposals@telmate.com should you have any questions for Telmate.

Sincerely,

Ian Dunnington
National Sales Director, Telmate, LLC

Tab 2: Table of Contents

Tab 1: Cover Letter

Tab 2: Table of Contents

Tab 3: Executive Summary

Tab 4: Required Forms

- Proposal Form
- Price Sheet (with Cost Proposal)
- Business Information Questionnaire Form
- Ethics in Contracting Vendor Form
- W-9 Form (Standard IRS Form)
- Subcontractor Form
- Fair Employment Practices (FEP) CERTIFICATE

Tab 5: Financial Statement

Tab 6: Minimum Qualifications

Tab 7: Submittal Requirements Specific to Evaluation Criteria

- Commission Rates and Fees
- Experience, Qualifications and Customer Service
- Network Infrastructure and Management
- Work Plan and Timeline
- Technical Solution
    - Response to Section 3 - Specifications and Scope of Work
- Evaluation Credits
- Exceptions
- Shortlisting

Tab 8: Attachments

- 2012/2013/2014 Consolidated Financial Statements (CONFIDENTIAL; in plastic sheet protector)
- Letter of Recommendation from the Oregon Department of Corrections
- Resumes for Key Personnel
- Hardware Specifications
- Telmate Sample Report
- Proposed Timeline
- Telmate System Screenshots
- Telmate Marketing Materials
- Signed Acknowledgements of Addenda

Tab 3: Executive Summary

Telmate: A Full-Service Inmate Communications Provider

Telmate is a full-service, US-based inmate communications provider with a national presence that includes headquarters in the San Francisco Bay Area, offices in Los Angeles and Ontario, Oregon, and sales, account management and technical staff based locally across the country. Telmate has long history of inmate-communication trailblazing that began nearly twenty years ago. We started as Pinnacle Public Services in 1998, providing service and installation to the leading inmate providers. We have provided inmate communication services since 2005, and continue to be one of the fastest growing companies in our industry.

Telmate's cutting edge solutions not only improve operational efficiencies, but also provide inmates and their friends and family with the best inmate phone system in the world. We make inmate phone management seamless and trouble free for facility staff. The Telmate solutions were designed in-house specifically to meet the changing needs of the inmate sector.

Our suite of inmate communications offerings includes:

- VoIP-based inmate telephone services (ITS)
- Video (and other) visitation hosting and scheduling services
- Tablets – complete with tools for jail administration and inmate rehabilitation
- Investigative tools – we store all data for criminal investigations and court proceedings
- Guardian GPS tracking services

From city and county jails to federal facilities, we serve inmate populations of all sizes—many exceeding 2,000 beds. We provide unmatched customer service to over 300 correctional facilities spanning 39 U.S. states and five Canadian provinces.

At Telmate, we operate at the intersection of high technology and exemplary service to provide an inmate communications experience with increased calling activity and reduced recidivism. We combine cutting-edge managed communication products with outstanding, responsive customer service, along with the most innovative, feature rich investigator tool set in the industry, which is provided free of charge with every ITS installation.

Our innovative, proprietary technology is designed to benefit the welfare of inmates by facilitating communication with their loved ones and providing the opportunity for them to educate themselves and prepare to reenter mainstream society. At the same time, our focus is always on the facility, and providing our customers with increased efficiency and ease of use.

Because every ITS provider is different, we look forward to the opportunity to provide the Authority with a detailed, live presentation of the Telmate solution in order to fully demonstrate what makes Telmate's technology the most advanced in the industry.

Telmate: Regionally Experienced and Responsive

Wayne County will be supported by an experienced Telmate account team that was carefully selected based on your specific needs. Telmate has multiple clients in the Midwest, and is in contract negotiations for the largest facility in Illinois. The entire Telmate team for Wayne County has hands-on experience with marquee customers throughout your region that would be more than willing to host your team for on-site demonstrations of the complete Telmate solution in a live environment. Team members Director of Installation Mike Boyer, Project Manager Theresa Crim, and Regional Account Manager Julio Alvarez have all worked on numerous successful installations in Michigan and its neighboring states, including:

- Kalamazoo, MI
- Allegan County, MI
- St. Clair County, MI
- Largest County Facility in Illinois (Contract Negotiations)
- Lake County, IN
- Delaware County, IN
- Knox County, IN
- Marshall County, IN
- Washington County, IN
- Monroe County, IN
- Vanderburgh County, IN
- Hamilton County, IN
- Rock County, WI
- Greene County, MO
- Harlan County, KY
- Laurel County, KY
- Boyle County, KY

Theresa will act as your main point of contact throughout the installation process, and Regional Account Manager Julio Alvarez will serve as your main point of contact post implementation. Julio is the Telmate Regional Account Manager for the states of Indiana, Wisconsin, Michigan, Illinois, Missouri, and has assisted with recent installations in those states by providing training for facility staff, inmates, and their friends and family. Theresa and Julio are both very familiar with your region, and they will work with the WCSO to understand your specific needs and

with, or weaponizing PIN cards, and creates an environment that supports making telephone calls.

Inmate Messaging

Telmate provides inmates with the ability to send and receive secure messages and photos to friends and family. This saves time that your staff would have spent sorting through incoming paper mail. A wide range of facility review and approval options is included. Inmate messaging also helps to prevent contraband, such as methamphetamine-laced ink, from reaching your inmates through traditional mail. Finally, inmate messaging opens up a whole new channel of evidence for your investigators.

Inmate Customer Service

With Telmate, inmates can leave a voicemail for our customer service staff, so your staff does not have to field these complaints.

Training

We not only train your facility staff, we train the inmates and their friends and family, as well. We take this burden off facility staff. The successful onboarding of all users of the system is our number one goal post implementation.

PREA, Crime Tips, Grievances, & Requests

Telmate's inmate telephone system allows inmates to submit anonymous crime tips and PREA reports, as well as grievances and requests, all without paper forms and the staff time typically associated with processing that paperwork. The elimination of paper forms also saves substantial amounts of paper, providing a greener solution that can equate to significant money savings.

Voice Biometrics

Telmate empowers inmates to confidently use the phones from day one, including recording their names for voice biometrics purposes, so your staff can focus on other responsibilities.

Telmate: Your Trusted Technology Partner

Telmate's customer service philosophy is based on the fact that we see our customers as our partners, working together on a mission to facilitate inmate communication and education, reduce recidivism, alleviate facility headaches, and drive investigative efforts. Telmate will become your trusted, human technology partner. Unlike other providers that seek to get entrenched within your facilities and then sell all of their ancillary products and services,

activities with the tablets. The movies and games, as well as the digital magazines, seem to keep them occupied during their stay. We are very satisfied with the outcome of the tablets."
- Josh Carey, Lieutenant, Hamilton County Sheriff's Office, Indiana

Telmate: Improving Communities through Communications

Our community programs and initiatives embody our company mission: To create secure technology that empowers inmates to break the cycle of recidivism while protecting and serving facilities and our communities.

Our community-based programs include:

Telmate Cares - Telmate Cares seeks to establish a positive brand in the communities we serve, aid in the recruitment of talented employees who want to make a difference, and enhance corporate culture into one that embraces a sense of community. Just this year Telmate's Ontario, Oregon team celebrated a successful end to three weeks of its food drive in bringing together 5,679 food items to be donated to the Oregon Food Bank. Previous projects have included:

- Supporting after-school and summer programs to inspire kids by providing positive, character-building opportunities and mentors
- Leading an anti-bullying initiative
- Holding fundraisers for a special drive to help distribute hygienic supplies to a community in need

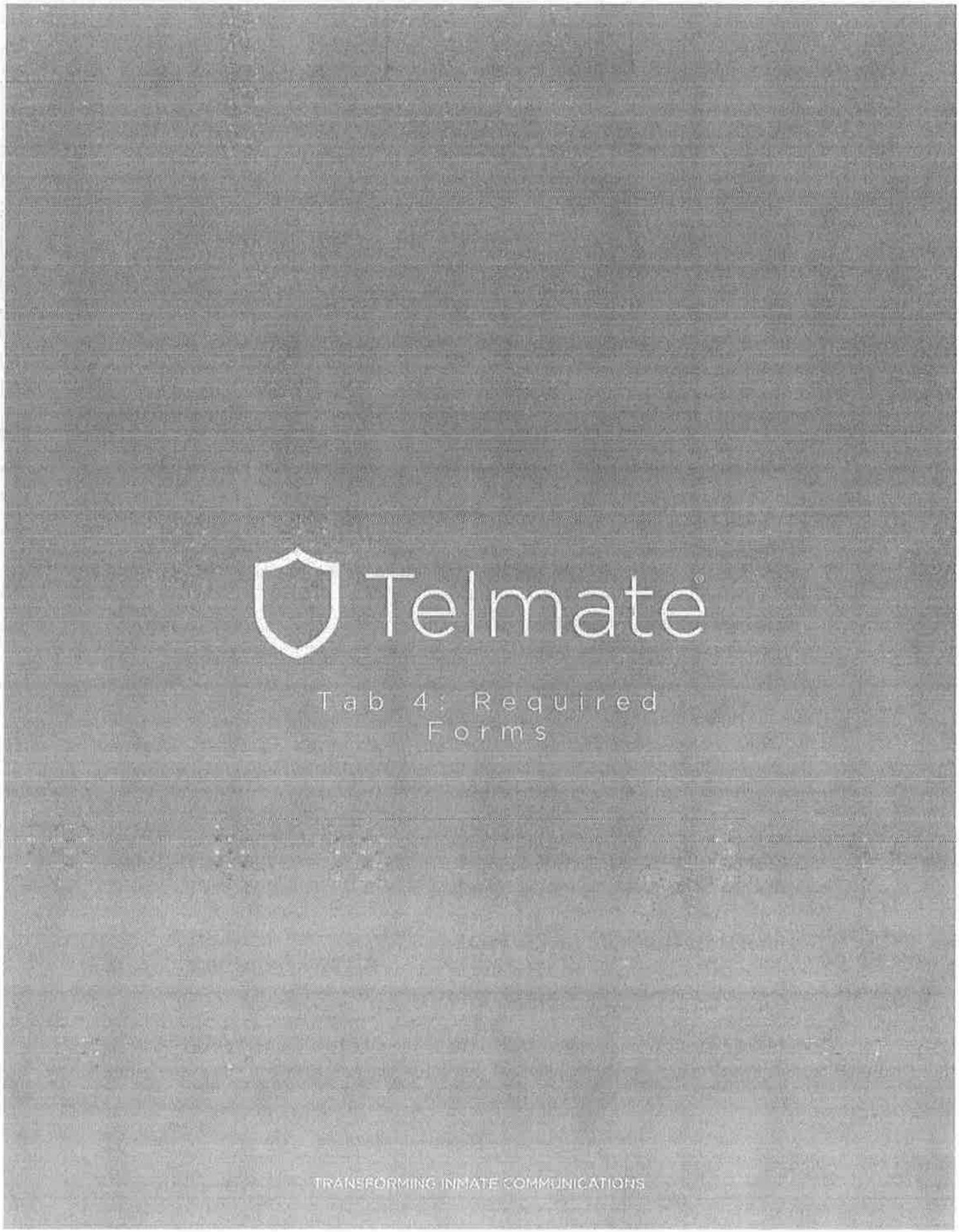
"Deck the Halls with Calls" - For the past four years, Telmate has offered "Deck the Halls with Calls," a yearly event where Telmate donates over one million minutes of communications time, including phone calls, messages and photo sharing to incarcerated men and women so they can connect with loved ones during the holiday season.

Kids GO First - In 2014, Telmate announced its partnership with the Idaho Department of Health and Welfare, Child Protective Services to sponsor children in foster care so they can connect with their incarcerated loved ones during the holiday season.

Telmate: Best Qualified for the Work

In working with the County, we will do our part to align with the Wayne County Sheriff's Office's mission to protect and serve the citizens of Wayne County.

Telmate understands that inmate communication to the outside is a critical piece in reducing recidivism and improving communities. At our core, Telmate's mission is *"To create secure*


Telmate®
Tab 4: Required Forms
TRANSFORMING INMATE COMMUNICATIONS