

FREDERICK COUNTY, MARYLAND

CONTRACT SERVICES AGREEMENT NO. 16-50 FOR

Inmate Telephone System

15th pm
21st THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this day of APRIL 21st 2016, by and between Frederick County, Maryland, a body corporate and politic of the State of Maryland, (herein "County") and Inmate Calling Solutions, LLC (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" with the exception of 2.5 – Video Visitation which is not to be implemented at this time, and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the County entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 **Contractor's Proposal.** The Scope of Service shall include the Contractor's proposal or bid and best and final offer (BAFO) which shall be incorporated herein by this reference as though fully set forth herein.

1.3 **Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the County and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless County against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against County hereunder.

1.5 **Familiarity with Work.** By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 **Care of Work.** The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, Plan, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by County, except such losses or damages as may be caused by County's sole negligence.

1.7 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 **Additional Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement.

1.9 **Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern. Services shall be provided in accordance with "Security Procedures."

2.0 COMPENSATION

2.1 **Contract Sum.** For the services rendered pursuant to this Agreement, the Contractor shall compensate County in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The method of compensation shall be on a monthly basis as specified in Exhibit D, Section 2.6. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending said meetings. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

2.2 **Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation, Contractor shall submit to the County in the form approved by the County's Director of Finance, an invoice for services rendered prior to the date of the invoice. Contractors shall pay County for all commissions pursuant to this Agreement no later than the last working day of the month.

3.0 PERFORMANCE SCHEDULE

3.1 **Time of Essence.** Time is of the essence in the performance of this Agreement.

3.2 **Schedule of Performance.** Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but not exceeding one hundred eighty (180) days cumulatively.

3.3 **Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the County, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 **Term.** Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect for an initial period of two years after approval and proper execution of the contract documents, with a renewal option for three additional years in one (1) year increments under the same terms and conditions, exercisable at the sole discretion of the County. The Contractor will be notified no later than sixty (60) days

prior to the end of the contract term if the contract is not to be renewed as provided in the Schedule of Performance (Exhibit "D").

4.0 COORDINATION OF WORK

4.1 **Representative of Contractor.** The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Mr. Brendan Philbin

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for County to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of County.

4.2 **Contract Officer.** The Contract Officer shall be such person as may be designated by the Director of Procurement and Contracting of Frederick County. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by County to the Contract Officer. Unless otherwise specified herein, any approval of County required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the County required hereunder to carry out the terms of this Agreement.

4.3 **Prohibition Against Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of County.

4.4 **Independent Contractor.** Neither the County nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. The County shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform all services required herein as an independent Contractor of the County and shall remain at all times as to the County a wholly independent Contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the County. The County shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 **Insurance.** The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the policies of insurance as set forth in Exhibit "E", attached hereto and incorporated by reference.

(a) All of the above policies of insurance required in Exhibit "B" shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the County, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the County with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the County.

(b) The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

(c) In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2 Indemnification. The Contractor agrees to indemnify the County, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the County, its officers, agents or employees, who are directly responsible to the County, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees resulting from any of the above claims or liabilities subject to Contractor's indemnification obligation ; and

(c) In the event the County, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor arising from the above claims or liabilities subject to Contractor's indemnification obligation, Contractor shall pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the County, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 ~~Performance Bond.~~ ~~Concurrently with execution of this Agreement, Contractor shall deliver to County a performance bond in the sum of the amount of this Agreement, in the form provided by the County, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.~~

6.0 REPORTS AND RECORDS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto

and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 **Records.** The Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

6.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of County and shall be delivered to County upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by County of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to County of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify County for all damages resulting therefrom.

6.4 **Release of Documents.** The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 **Maryland Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Frederick County, State of Maryland, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 **Disputes.** In the event of a dispute between the parties to this contract involving \$10,000.00 or more regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination of questions of fact by an officer or official body of the County selected by the Chief Administrative Officer, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, of Finance. The decisions of the officer or official body selected by the Chief Administrative Officer to resolve this dispute are subject to review on the record by the Circuit Court of Frederick County.

(a) A dispute between the parties to this contract involving less than \$10,000.00 regarding the terms of the contract or performance under the contract shall be determined by an officer or official body of the County selected by the Chief Administrative Officer, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management or Finance. The decision of the officer or official body selected by the Chief Administrative Officer to resolve this dispute shall be final and binding on the parties to the dispute, and conclusive of the issue.

(b) The only parties to any proceeding to determine a dispute shall be the Contractor and the County, unless the Contractor and the County otherwise agree to allow additional parties.

(c) Unless otherwise agreed, the Contractor shall carry on the work and maintain its progress during any dispute proceedings as if no dispute had occurred, and the County shall continue to make payments to the Contractor in accordance with the contract documents for items not subject to the dispute.

(d) Nothing herein shall limit the County's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3 **Retention of Funds.** The Contractor hereby authorizes the County to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the County for any losses, costs, liabilities, or damages suffered by

the County, and (ii) all amounts for which the County may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the County may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the County to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the County as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. Except with respect to disputes that are subject to Section 7.2 of this Agreement, either party may take such legal action, in law or in equity, to recover damages for any material default in a party's failure to perform this Agreement, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief in the event of a party's failure to perform this Agreement, or to obtain any other remedy consistent with the purposes of this Section.

7.7 Liquidated Damages. ~~Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the County the sum of (input LD amount, if any) (\$) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The County may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.~~

7.8 Termination Prior to Expiration Of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The County reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the County need not provide the Contractor with the opportunity to cure pursuant to Section 7.3.

7.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and the County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.

7.10 Termination for Non-appropriation. If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall

make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

7.11 Change in Law. After the first year of this Agreement, in the event of a material adverse change beyond Contractor's reasonable control including, without limitation, changes to the laws, rules or regulations governing the services to be provided, Contractor and County will negotiate in good faith and, if the parties are unable to reach a mutually agreeable resolution, Contractor may, after negotiations cease, terminate this Agreement by providing ninety (90) days' prior written notice to County.

8.0 COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of County Officers and Employees. No officer or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the County shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenants Against Discrimination. The Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally sent by prepaid, first-class mail, sent by facsimile or sent by email as follows:

(a) in the case of the County, to:

Patricia M. Guise, CPPB
Department of Procurement and Contracting
12 East Church Street
Frederick, Maryland 21701
Office Phone: 301-600-1044
Email: pguise@frederickcountymd.gov

with a copy to:

Captain Timothy Selin
Director of Administrative Services
Frederick County Adult Detention Center
7300 Marcie's Choice Lane
Frederick, Maryland 21704
Office Phone: 301-600-3065
Fax: 301-600-3066
Email: tselins@frederickcountymd.gov

(b) in the case of the Contractor, to:

Mr. Brendan Philbin
Inmate Calling Solutions, LLC
2200 Danbury Street
San Antonio, Texas 78217
Office Phone: 866-228-4040
Fax 210-693-1016
Email: bphilbin@icsolutions.com

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

Signatures on next page

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

SIGNATURE SECTION

COUNTY:

ATTEST:

Frederick County, Maryland

A body corporate and politic of the State of Maryland

By:

Pattimorrow

Will 5/2/16

By:

Jan H. Gardner

Jan H. Gardner
County Executive

CONTRACTOR:

Contractor Name: Inmate Calling Solutions, LLC

Tel: 210-581-8100

Contractor Address: 2200 Danbury Street

Fax: 210-693-1016

Contractor Address: San Antonio, Texas 78217

Email: RFP@ICSolutions.com

Check one:

☐ Individual

☐ Partnership

☒ Corporation LLC

Brendan Philbin

Name of Contractor Representative:

By:

Brendan Philbin

Signature, Authorized Representative
(notarized)

NOTARY:

Name: BONAPA GOY GIMINSKI

Title: NOTARY PUBLIC, TEXAS

Address: 2200 DANBURY ST. SAN ANTONIO, TX 78217

State of: TEXAS

County of: BEXAR

On APRIL 22, 2016

before me, BONAPA GOY GIMINSKI

personally appeared BRENDAN PHILBIN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Notary Signature:

[Signature]

Notary Seal:

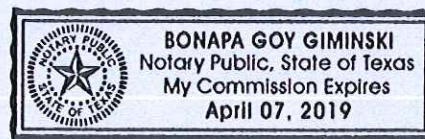


EXHIBIT "A"
SCOPE OF SERVICES

Frederick County, Maryland (the "County") is seeking proposals from qualified firms (the "Contractor") for the provision of the installation and operation of an Inmate Telephone System for the Frederick County Adult Detention Center and the Frederick County Work Release Center, as described in the specification attached and any Federal, State and Local requirements in accordance with the terms, conditions and specifications of this solicitation as detailed herein.

2.1 INMATE TELEPHONE SYSTEM SPECIFICATIONS:

- 2.1.1 All features and system requirement contained herein shall be applicable to all calls (local and long distance) placed through the inmate telephones (the "Telephones") in the Frederick County Adult Detention Center and the Frederick County Work Release Center (the "Facilities") in accordance with those requirements and provisions set forth in this document.
- 2.1.2 Contractor shall furnish, install and maintain Telephones for use by inmates at the Facilities. This includes fully automated Telephone Services to the inmates utilizing Contractor's installed Telephones in accordance with those requirements and provisions set forth in this document.
- 2.1.3 All Telephone instruments shall have a metallic, tamper proof touchtone keypad.
- 2.1.4 All Telephones shall be equipped with an armored handset cord designed to with stand up to 1,000 pounds of pull resistance.
- 2.1.5 Certain telephones will be able to work without a corded handset. Location of these phones will be determined by the facilities.
- 2.1.6 The Telephone system shall be capable of providing call completion to any point within the continental US, Alaska and Hawaii.
- 2.1.7 The Telephones shall provide one-way out-going service only. Incoming calls are prohibited.
- 2.1.8 The Telephone system shall be an automated operator system. Inmates shall not have access to a live operator in any circumstance.
- 2.1.9 The Telephone shall provide collect, debit or prepaid station to station and/or person to person calling.
- 2.1.10 The Telephones shall prohibit access to prefixes such as 411, 911, 9000 and 800 and 555 directory assistance.
- 2.1.11 The Telephones shall prohibit access to all long distance carriers via 950, 800, 10-xxx and other numbers.
- 2.1.12 Call acceptance by the call recipient shall be accomplished exclusively through positive call acceptance.
- 2.1.13 Passive acceptance of a call such as staying on the line after the voice prompt sequence is prohibited. Calls to answering machines, FAX machines or computer modems shall automatically be terminated when the machine fails to positively accept the incoming call.
- 2.1.14 The called party shall be able to accept or reject a call from a rotary dial or pulse dial Telephone.
- 2.1.15 Call recipient shall be provided with an option to block any further inmate call attempts at the time the call is received.
- 2.1.16 The Telephones shall be capable of processing calls on bilingual basis in up to four languages, which shall include English and Spanish. Submitted proposals shall describe how a caller would access different prompts using the proposed system.
- 2.1.17 The Telephones shall be capable of complete shutdown by manual shutoff and of complete shutdown from an onsite administrative computer.
- 2.1.18 The Telephone system shall identify three-way calling. Contractors shall describe in detail how three-way call prevention is accomplished with their system.
- 2.1.19 The Telephone system shall prevent all calls to pay phones. Contractor shall subscribe to and use a validation database system that identifies each Telephone call and blocks all call attempts to pay phones.
- 2.1.20 The Telephone system shall have the capability to provide inmates free local calls to the Public Defender's Office or any other Frederick County internal Telephones as specified by the Frederick County Corrections Bureau Chief.
- 2.1.21 The Telephones shall provide immediate dial tone when the handset is -- off hook.
- 2.1.22 Call blocking shall be provided with specific number and by blocks of numbers by prefix (such as 800, 900, 911, 411, etc.). The blocking of mobile phone prefix numbers shall be available. Blocking functions shall be programmable on site.
- 2.1.23 The Telephone system shall not allow credit card usage.
- 2.1.24 The Telephone System shall be capable of programmed call duration limits, as set by the Facilities. The system shall automatically terminate a call, giving a one minute warning beforehand. The Capability of providing different time

limits for individual inmates, cell blocks and designated groups of Telephones shall be available. The time limits shall be controllable and adjustable at each location.

- 2.1.25 An on-site computer shall be capable of performing call blocking, inmate PIN assignment, call allow lists, call duration programming, time of day automatic shutdown of Telephones and generation of administrative reports.
- 2.1.26 All proposed Telephone instruments shall be approved by and comply with FCC regulations. Contractor shall supply the FCC registrations number of the proposed instruments.
- 2.1.27 All Telephones shall be surface mounted in a manner which shall render them tamper-proof and secure enough to meet correctional intuitional standards.
- 2.1.28 All conduit/wiring connections shall be installed in a secure manner, which shall prevent vandalism, tampering or removal of clamps, conduit or connectors.
- 2.1.29 Awarded contractor shall provide training at no charge to designated administrative personnel on using Telephone system and equipment.
- 2.1.30 Awarded contractor shall provide training at no charge to local law enforcement investigators.
- 2.1.31 The Telephone system shall have the ability to accept an electronic file from the local JMS system with inmate PINS, location, and status.
- 2.1.32 The Telephone system shall have the ability to inform the called party that the call is from an inmate at the Frederick County Adult Detention Center.
- 2.1.33 The Telephone system shall inform the called party and the inmate that "That call may be monitored and recorded at any time" at the beginning of the call.
- 2.1.34 Awarded contractor shall provide a minimum of two video phones for deaf inmates. These phones should work through the vendor's phone system
- 2.1.35 The Telephone system shall have the ability to allow Telephone calls to be placed to cellular phones.
- 2.1.36 The Telephone system shall have the ability to allow the use of debit, pre-paid, and collect calls for regular day to day calls from the Facilities.
- 2.1.37 The Telephone system shall have the ability to have multiple workstations for monitoring purposes.
- 2.1.38 The Telephone system shall have the ability to transfer an alert to a designated cellular phone or email when a certain telephone number is called. The recipient of the alert should be able to listen to the call in real time.
- 2.1.39 Visitation phones will have a manual cut-off switch at the Visitation Command Post.
- 2.1.40 The Telephone system will have the ability to show a reverse lookup of calls to include billing name and address.
- 2.1.41 The vendor will supply a phone in the Central Booking area lobby with the capability to make free local calls only.
- 2.1.42 Contractor shall coordinate with the incumbent inmate telephone services provider to allow for an uninterrupted transition and implementation of the new Telephone System.
- 2.1.43 The current inmate telephone services system has cut-off switches on the command posts that shall be interfaced with the new Telephone system.
- 2.1.44 The contractor will have the ability to have funds deposited into an inmate's account by phone or the web.
- 2.1.45 The contractor will have the ability to accept funds from the facilities commissary account through an interface.
- 2.1.47 The Telephone system will have the ability to perform a key word search of all recordings in the system.
- 2.1.48 The Telephone system will verify all inmates making calls through the use of Voice Biometrics and a PIN number. Voice Biometrics will be incorporated through the entire call to identify other inmates on the call.
- 2.1.49 The Telephone system will use JLG Investigator Pro or equivalent. If the software is an equivalent, the Vendor will compare the functions of their software to the JLG Investigator Pro.

2.2 INMATE TELEPHONE RECORDING/MONITORING SYSTEM:

- 2.2.1 System shall have call monitoring and recording capabilities, to include call monitoring and recording capabilities on all Facilities visitation phones. The specifications shall be addressed by the Contractor.
- 2.2.2 The recording system shall be designed to operate twenty-four (24) hours a day, 365 days a year continuously.
- 2.2.3 The system will have the ability to burn recordings to CD and DVD.
- 2.2.4 An active color display with graphic interface operation shall be included in the recording system.
- 2.2.5 All Telephone operation and programming shall be monitored in real time from this color display.
- 2.2.6 Recording system shall store a minimum of seven (7) years worth of Telephone calls on-line for immediate retrieval without a change storage media.
- 2.2.7 The recording system should be at a centralized server facility away from the facility.
- 2.2.8 All audio inputs shall be converted into digital form: Compression ratios shall be able to produce high quality playback on CD or DVD available for a minimum of seven (7) years.
- 2.2.9 The contractor should have the ability to certify recordings and make it available for court purposes.

- 2.2.10 The recording system shall utilize the latest Windows user interface.
- 2.2.11 The recording system shall be networkable in LAN and WAN environments.
- 2.2.12 Recorded calls shall be retrievable and playable on any existing sound capable PC via network connection.
- 2.2.13 The recording system shall provide continuous on-line self-test diagnostics. Any recording drive failure shall immediately notify the user with both visual and audible alarms. This includes hard drive failures.
- 2.2.14 Flagging and archiving of recorded conversations shall be accomplished by a Windows interface with simple search criteria fill in screens for the Frederick County operations.
- 2.2.15 Search and playback of recorded conversations within a Seven (7) year period shall take no longer than 20 seconds.
- 2.2.16 During recording, all or any Telephones may be selected for listening in real time.
- 2.2.17 Graphic display windows shall be provided to give the user a quick reference of the position of inmate conversations within selected Telephone groups and times.
- 2.2.18 Multi-level password security shall be provided. If the recording system is abandoned at a high security level, the system shall automatically return to the Menu after five, ten or twenty adjustable minutes of activity.
- 2.2.19 The recording system shall allow for future upgrades to enhance performance as technology permits.
- 2.2.20 The recording system shall provide call list and activity reports, system activity and configuration reports. Custom reporting features shall be included in the design. Any report function or printing shall not interrupt system operation including recording.
- 2.2.21 Future software upgrades must be provided at no additional cost during the life of the contract term.
- 2.2.22 The awarded contractor/vendor at the completion of the contract shall provide access to the Frederick County Sheriff's Office Corrections Bureau staff all call recordings from the facilities for a period of seven (7) years at no charge to the County.

2.3 **INSTALLATION REQUIREMENTS:**

- 2.3.1 Contractor shall provide an implementation plan to the Frederick County Sheriff's Office – Corrections Bureau within fifteen (15) days after award of the contract. Contractor, after approval of the implementation plan shall complete the installation within forty-five (45) days of notification to proceed.
- 2.3.2 Installation of all Telephones and related equipment shall be accomplished by the Contractor or subcontractors during normal business hours or as directed and approved by the Facilities.
- 2.3.3 The installation schedule shall be coordinated through the Director of Administrative Services at the Frederick County Adult Detention Center and the incumbent inmate telephone services provider to the satisfaction for the Frederick County Adult Detention Center and Frederick County Work Release Center.
- 2.3.4 A Cart Phone will be supplied by the vendor
- 2.3.5 Contractor shall provide all materials and labor required to install and maintain Telephone communications equipment for the Telephone system at no charge to the County.
- 2.3.6 Upon completion of installation, the awarded Contractor shall provide the County with a list of Telephone numbers and the corresponding location of each unit.
- 2.3.7 The footprint of the system unit shall not occupy the area of the current centralized system.
- 2.3.8 The centralized system unit shall be capable of being attached to the wall of the Telephone room where the current system is located.
- 2.3.9 Contractor shall restore to its original condition any property damage by Contractor's installation, including but not limited to wall, ceiling, etc.

2.4 **MAINTENANCE, SERVICE AND SUPPORT**

- 2.4.1 Contractor shall restore to its original condition any property damaged by maintenance or installation personnel including but not limited to wall, ceilings, etc.
- 2.4.2 Contractor shall provide all necessary labor, parts, materials and transportation to maintain all inmate pay Telephones good working order throughout the term of the contract. All maintenance service and support of the Telephones shall be completed at the Contractor's expense and no charge to the County throughout the term of the contract.
- 2.4.3 Contractor shall provide Telephone equipment personnel who are fully trained, manufacturer certified and/or qualified on the equipment and software to be serviced.
- 2.4.4 Contractor's maintenance personnel shall respond to and resolve normal repair requests within twenty-four (24) hours from the time of notification, including evenings, weekends and holidays.
- 2.4.5 Contractor's maintenance personnel shall respond to and resolve emergency repair requests within eight (8) hours from the time of notification, including evenings, weekends and holidays.

Contractor shall maintain a 1-800 Customer Service number which shall be answered 24 hours a day, seven (7) days a week by a live operator. At no time shall the "on hold" time to receive substantive assistance at this number exceed two (2) minutes.

- 2.4.6 Contractor shall perform remote software diagnostics on the Telephone system within four (4) hours of notification.
- 2.4.7 Contractor shall provide a single point of contact for handling inmate public complaints and inquiries.
- 2.4.8 Contractor shall maintain a 1-800 number for County and the public to call to inquire regarding any billing call blocks, etc. Contractor shall complete all blocking requests within sixty (60) minutes of notification.
- 2.4.9 Contractor shall clean up and remove any debris resulting from its work. Upon completion of the installation, the premises shall be left in order and ready for immediate use and be restored to its original condition.
- 2.4.10 The Contractor shall provide a contingency plan in the event of phone outage.

2.5 VIDEO VISITATION: The contractor shall provide Video Visitation if requested during the contract term. The contractor will include in its proposal all pricings changes, price of a 30 minute video visit from outside the facility, any changes to contract terms, all equipment and software utilized. The vendor will provide a recorded video visitation from a current facility to show quality of the recording. Video Visitation will include:

- Scheduling of visits through a Lobby kiosk and the web.
- Current onsite visitation booths converted to video visitation for the visitors.
- Onsite visitation will be free of charge.
- Live monitoring of all video visits by the Visitation Officer.
- The ability to manually disconnect a video visit by the Visitation Officer.
- The recording of both video and audio of all video visitations.
- The ability to not record a video visit with an attorney.

2.6 COMMISSION STRUCTURE, REPORTING AND CALL ACCOUNTABILITY:

- 2.6.1 Contractor shall pay commissions to Frederick County within sixty (60) days of the end of the month in which call revenue was generated by the Telephones, included features to be provided by the BAFO. All commissions shall be paid based on Gross Call Revenue. This shall mean the appropriate per minute rate applied to each and every call placed from the Facilities Telephones for which there is an answer and acceptance by the called party. There shall be NO DEDUCTIONS whatsoever for un-billable or uncollectible calls or for any other expense associated with providing or billing the services required.
- 2.6.2 The Frederick County Sheriff's Office – Corrections Bureau shall receive one detailed commission report to accompany each monthly payment reflecting the true gross revenue figure for the respective operations.
- 2.6.3 Site reports of completed call volume shall be consistent with commissions' payment data. Frederick County reserves the right to audit commissions anytime during the contract term.
- 2.6.4 Commissions shall be calculated on inmate minutes use of Telephone service provided by the contractor.
- 2.6.5 Contractor shall provide the percentage rate/commission that shall be paid to Frederick County, Maryland. Contractor shall provide all charges and surcharges broken down per LATA. This is to be provided so the County can calculate its commission based upon the raw data for auditing purposes.

2.7 INCLUDED FEATURES – BAFO includes all technology, products, and services offered in original proposal – including Investigator Pro at no cost to the County, and with no impact on telephone rates or commission calculations.

- 2.7.1 Upgrade to a state-of-the-art centralized ENFORCER platform, with geographically separate data centers and multiple layers of redundancy
- 2.7.2 Sixty-six (66) inmate telephones (refresh/replace existing phones as necessary,
- 2.7.3 One (1) inmate cart phone (refresh/replace existing phones as necessary,
- 2.7.4 Twelve (12) hands-free inmate telephones
- 2.7.5 One (1) cordless inmate telephone
- 2.7.6 Thirty-eight (38) visitation phone sets (refresh/replace existing phones as necessary), wired to The Enforcer for monitoring and recording
- 2.7.7 One (1) TDD/TTY unit
- 2.7.8 Two (2) video phones for the deaf from ZVRS
- 2.7.9 3 workstation with printers
- 2.7.10 Unlimited ENFORCER user licenses

2.8 ENFORCER – Investigative Suite

- 2.8.1 Transition all existing call recordings and CDRs to centralized platform
- 2.8.2 JMS integration to provide for automated inmate ID-PIN updates
- 2.8.3 Investigator Pro continuous voice biometrics.. transition and preserve all existing voice models to centralized platform, transition and preserve all existing investigative results to centralized platform, data detective data mining and link analysis with visual map, word detective server-bases phonetic word search technology
- 2.8.4 The ENFORCER – IVR Suite
- 2.8.5 The Attendant informational IVR for public and inmate callers, The Communicator paperless inmate request portal
- 2.8.6 The ENFORCER – Communication Tools: Free calls from all booking phones, optional inbound Inmate Voicemail – each inmate will be assigned a personal mailbox on the system
- 2.8.7 Online storage of inmate call recordings and data for the life of the contract, plus any required retention period thereafter,
- 2.8.8 Ninety-nine (99.999) % system uptime guarantee
- 2.8.9 24x7x365 live, U.S. – based technical and customer service

EXHIBIT "B"

SPECIAL REQUIREMENTS

Section 5.3 The requirement for providing a Performance Bond is waived.

Section 7.7 The requirement for Liquidated Damages is waived.)

MANDATORY REQUIREMENTS DEFINED DELIVERABLES

The proposed system must meet, exceed, but not be limited to the specifications listed below as the County is interested in the best system to meet the County needs.

REQUIREMENT DESCRIPTION	YES/NO	COMMENTS
OPERATING ENVIRONMENT		
1. Application operates on a Microsoft Windows NT Client		
2. Application runs off a client browser (web based)		
System Specifications		
1. Centralized CPU System		
2. Three (3) computer and laser printer (HP-2200) stations for Programming, monitoring and selecting features of the inmate telephone system unless need is shown		
3. None of the telephone equipment shall have any advertising posted on it		
4. Shall be equipped with a UPS to provide for uninterrupted Telephone services (there is no electric available in the Housing Units)		
5 Shall be capable of digital tape-less recording and monitoring		
6 Shall be capable of storing up to 5 years of calls for immediate Retrieval, playback, and downloading of selected recordings to mp3 format or equal		
7 Shall have "real time" capability to monitor live conversation as they are being recorded		
8 The proposed equipment shall be synchronized with the Call Processing Equipment to ensure that call recording time mimics call record time		
9 Inmates telephones shall not have exposed screws, bolts, metal or hard-substance fasteners or any other material which can be removed from the unit without special Security removal devices		
10 All equipment provided must be new and state of the Art or otherwise meets the approval of the Sheriff's office		
11 Should include multi-level security access to the system		
Functional Capabilities		
1 Allows collect or prepaid calls only		
2 Shall not allow incoming calls		
3 Shall "call-block" 911, 800, 900, 411, directory assistance, Local emergency numbers, Frederick County Jail numbers, Staff home numbers, etc. Also, all toll free numbers.		
4 Shall further be able to block any telephone numbers entered into the system		
5 Shall be capable of "call passing" that allows free calls to Certain telephone numbers		
6 All telephone numbers shall have printed instructions on them (in both English and Spanish Regarding how to obtain services in the requested language		
7 The system shall have multilingual (English and Spanish) capabilities to instruct and assist the inmate and the called party while placing the call		
8 Inmates shall not have access to telephone system operators		
9 Shall include an inmate crime tip line		
10 Shall be capable of using PIN numbers as a feature that can be turned on or off		
11 Shall be capable of using telephone number lists as a feature that can be turned on or off		
12 Shall include the ability to preset service automatically to turn on and off at designated times by individual telephone, groups of telephone or all telephones		

REQUIREMENT DESCRIPTION	YES/NO	COMMENTS
13 Shall include the ability to authorize specific telephone numbers during specific times and/or dates		
14 Shall allow for manual shut-off capabilities from designated Frederick County control rooms or work stations		
15 Shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility and inmate initiating the call: allow the option to block that call or caller, block all future calls from the Frederick Jail Inmate telephone system, and receive a rate quote. The system shall have to block that call or caller, block all future calls from the Frederick County Jail Inmate Telephone system, and receive a rate quote. The system shall have,		
At minimum, multilingual capabilities for English and Spanish,		
Multilingual capabilities for the system are highly desired		
16 Shall have the ability to limit the duration of calls with the additional Ability to give a 2 minute, 1 minute and 30 second warning that the time limit is up and that the call will be terminated		
17 Shall have the capability to prevent 3-way calling. Provide details explaining the method of prevention		
Call Reporting Capabilities		
1 Reporting capabilities shall be real time including calls-in-progress		
2 Reports shall allow for custom sorting and filtering		
3 Must retain five (5) years detail available online		
Commission Reporting Capabilities		
4 Must have a monthly report automatically produced to Show number of minutes used versus number of minutes billed		
By inmate phone		
5 Commission reports shall include, at minimum, date of report, time Period covered, total billed revenue by telephone		
6 Report is to be broken into standard categories; local, intralata, interlata, interstate, and any other call types provided (please list any additional types		
7 Reports are to be provided electronically in a Microsoft Excel Spreadsheet format		

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Contractor Shall Compensate County of all Gross Call Revenue on a monthly basis an amount equal to 60.1%

Reduced Rate Plan		
Collect, Prepaid Collect & Debit Calls		
<u>Call Type</u>	Connect Fee	Per Minute
Local	\$0.00	\$0.10
IntraLata	\$0.00	\$0.16
Intrastate	\$0.00	\$0.16
Interstate	\$0.00	\$0.16
International Debit	\$0.00	\$0.75

Call Rates show do not include local, county, state and federal taxes, regulatory fees and billing fees.

EXHIBIT "C" -1
SCHEDULE OF COMPENSATION

At the County's sole discretion the following services may be added anytime during the term of the contract.

Optional Inmate Voicemail

To further increase the County's revenue, ICSolutions can deploy our optional Inmate Voicemail solution. This service allows inmates to receive inbound voicemail messages from friends and family, who pay a fee of \$1.00 per message. **The County will receive 50¢ of each message fee as additional revenue.**

Optional Video Visitation from VizVox

Upon the County's request, ICSolutions will provide an 88-unit Video Visitation System from VizVox, as described in our original Proposal. If the County chooses to deploy the Video Visitation System (VVS):

1. ICSolutions will require a 60-month contract commitment at the time of VVS deployment;
2. ICSolutions will retain the first \$1.00 of each inmate phone call to defray the VVS investment.

After the first \$1.00 of each call, commissions on the remaining revenue for each call will be calculated at the stated 60.1% commission rate. No changes will be made to the commission percentage.

Remote Visitation Pricing & Commissions

ICSolutions offers two pricing options for Remote Video Visitation from outside the facility:

Option 1

Price: \$15.00 per 30-minute visit

Commission: \$7.50 of each Remote Visitation Fee

Option 2

Price: \$12.00 per 30-minute visit

Commission: \$5.00 of each Remote Visitation Fee

Onsite video visitation is offered at no cost.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

The contract period shall be for two (2) years commencing on or about May 1, 2016 after approval and proper execution of the contract documents, with a renewal option for three (3) additional years in one-year increments, exercisable at the sole discretion of the County.



CERTIFICATE OF LIABILITY INSURANCE

12/1/2016

DATE (MM/DD/YYYY)

3/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1357885 Inmate Calling Solutions, LLC dba ICSolutions 2200 Danbury Street San Antonio TX 78217	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B: Great Northern Insurance Company	20303
	INSURER C: Ironshore Specialty Insurance Co	25445
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CENGR**CERTIFICATE NUMBER:** 13665769**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	7321-00-90	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	N	73210092	12/1/2015	12/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7165-55-50	12/1/2015	12/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab & Network Security/ Privacy Liab	N	N	002709400	4/1/2016	4/1/2017	\$5,000,000 Aggregate \$150,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Frederick County, Maryland is an additional insured under general liability and automobile liability as required by written contract. Certificate holder will receive a 30 day written notice of cancellation as required by written contract.

CERTIFICATE HOLDER

13665769

Frederick County, Maryland
c/o Risk Management
12 East Church Street
Frederick MD 21701**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "E"
Insurance

The Contractor shall purchase and maintain, during the entire term of the contract, including any renewals thereof, the following policies of insurance acceptable to the County:

Auto Liability with minimum limits of:

\$1,000,000 Combined Single Limit, or
\$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage

Auto Liability policy must name Frederick County, Maryland as Additional Insured as indicated below.

General Liability insurance with minimum limits of:

\$1,000,000 per occurrence;
\$2,000,000 General Aggregate;
\$2,000,000 Prod/CO Aggregate;
\$1,000,000 Personal/Advertising Injury;
\$ 50,000 Fire Damage Legal Liability and
\$ 5,000 Medical Expense.

General Liability insurance must cover:

Premises/Operations;
Products/Completed Operations;
Contractual Liability;
Independent Contractors;
Broad Form Property Damage and
Personal/Advertising Injury.

The General Liability insurance policy must include Frederick County, Maryland as Additional Insured and must include a Waiver of Subrogation.

Professional Liability/Errors & Omissions coverage with minimum limits of:

\$1,000,000 per Occurrence and
\$2,000,000 Aggregate.

If Professional Liability coverage is written on a Claims Made form, coverage must be maintained for a minimum of 3 years after completion of contract or "tail" coverage must be purchased.

Workers' Compensation coverage with minimum statutory limits.

Employers Liability coverage with minimum limits of:

\$100,000 per Accident;
\$100,000 per Employee and
\$500,000 per Policy.

Certificates must have the following phrases struck from the Cancellation text:

"endeavor to" and
"but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".

Pollution Liability coverage with minimum limits of \$1,000,000 per Occurrence and \$2,000,000 Aggregate. (if applicable)

- a. If Pollution Liability coverage is written on a Claims Made form, coverage must be maintained for a minimum of 3 years after completion of contract or "tail coverage must be purchased.
- b. Pollution Liability must name **FREDERICK COUNTY, MARYLAND** as Additional Insured.
- c. If Pollution Liability policy has a Self-Insured Retention or Deductible greater than \$1,000 you will be required to submit audited financial statements for review.

CERTIFICATE HOLDER needs to be:

Frederick County, Maryland
c/o Risk Management
12 East Church Street
Frederick, Maryland 21701

If any primary policy's limits fall short of the requirements, be sure to include on the certificate any excess policies that would extend these limits.

All policies requiring **Additional Insured** wording **MUST** be accompanied by the corresponding endorsements – blanket endorsements are acceptable.

All of the above insurance coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature. Any deductibles or self-insured retentions should be noted on the certificate.

If applicable, the Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.

The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.

The Contractor shall not commence work under the contract until evidence of all required coverage is received by the County. Further, the Contractor shall not reduce or cancel or change any of the required coverages without thirty (30) days notice of such change to the County.

The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.

The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

In the event the County's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the County, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the Director of Procurement & Contracting within ten (10) days of receipt of notice from the Risk Manager.