

EXHIBIT 4

St. Louis County, Missouri - Inmate Telephone Service Selection Criteria

PRISON
POLICY INITIATIVE

SELECTION CRITERIA - Inmate *Telephone Service*

Commission & Cost

(40%)

Highest Commission paid to the County based on fixed, proposed rates

May include but not limited to



- **Initial Investment/Return;** Commission, Total *all-in* Costs Clearly Identified. Purchase, Installation, Training, Consulting, 3-5 year TCO, Costs to Switch Vendor(s), Fairness of Rates, Competitiveness with other Governments, Institutions, Organizations, other
- **Ongoing Investment/Return;** Maintenance, service & support expenses, *add-on* costs, staff support & other ongoing costs
- **Other;** Pre-Paid Account Set-Up & Funding Fee, Willingness/acceptance of audits, ?

Method of Performance

(40%)

Proposed method of performance, solution, technology, support capabilities & functionality of proposed system/ service

May include but not limited to



- **Method of Performance, Solution, Technology, Support Capabilities:** Platform of system/service & Delivery of Same, General Support Capabilities, Installation Plan, Transition Process, Technical & Ongoing Support, Consulting, Resources to Account, Innovative Billing/Commission, other
- **Service Level Agreements;** Quality of SLAs for Each Service , Willingness to Commitment to SLA's with Remedies & Penalties, other
- **Other;** Best Practices, Migration between Vendors, Help Desk, ?

Experience & Viability

(20%)

Experience/Reliability of Proposer organization and employees, project management, references, etc.

May include but not limited to



- **Experience & Reliability of Vendor/Employees:** Vendor Profile, Credentials & References of individual Team Members, Reputation of Vendor, Project & Industry Experience, Transition Processes, Business Process Competence, other
- **Project Management;** Quality & Thoroughness of Proposal, Quality & Thoroughness of Implementation Plan, Systems and/or Service Integration, other
- **Other;** Client Base, References, Presentation, Knowledge Transfer, Presentation, Quality of Responses to Questions, ?

Company	Commission	Prepaid/Collect costs	Advantages	Disadvantages
ICS	73.1%	\$6.95 per funding event	<ul style="list-style-type: none"> • continuous voice biometrics • Easy access to set-up global numbers • Investigator Pro Software • Money can be placed on inmate's accounts from Kiosk already installed in lobby. • Automated public information line 	<ul style="list-style-type: none"> • Cost to set-up prepaid accounts
VAC	70%	\$4.75 for \$25 deposit \$9.50 for \$50 deposit \$3.49 per month for collect phone bill	<ul style="list-style-type: none"> • Pay commission for performance penalties • Since GTL owns VAC and currently has contract with City jail Information can be shared. • 22 years experience 	<ul style="list-style-type: none"> • Does not have continuous voice biometrics only name verification at beginning of call. • Free calls are not easily set up. • F rating by BBB
NCIC	71%	\$4.95 one- time set-up fee	<ul style="list-style-type: none"> • Inexpensive cost for prepaid accounts. • Automated public information line • \$100 prepaid calling cards for each inmate in custody 	<ul style="list-style-type: none"> • Currently does not have continuous voice biometrics. They are several months away from deploying it. This was a requirement in RFP. • System is outdated
Synergy	68%	.50 plus 10% per funding event	<ul style="list-style-type: none"> • Inmate complaints go directly to Synergy customer service • Offers credit collect calls to cell phones so there is no need 	<ul style="list-style-type: none"> • Low commission rate
Securus	65%	\$6.95 per funding event	<ul style="list-style-type: none"> • \$500,000 prepaid 1st year commission • Video Visitation 	<ul style="list-style-type: none"> • Lowest commission offered

INMATE PHONE SELECTION CRITERIA

COMMISSION AND COST (Maximum of 40%)

Agency	% of Commission	Cost to Public	TOTAL %
IC Solutions	30	8	38
NCIC	26	10	36
VAC	24	2	26

METHOD OF PERFORMANCE (Maximum of 40%)

Agency	Installation/ Reports #6-23, 26 (max 10%)	SLA/Repairs #24, 25, 28-31 (max 10%)	Equipment #32-39 (max 5%)	IPS #40-55, 58-59 (max 10%)	Support Staff #56-57 (max 5%)	TOTAL %
IC Solutions	6.75	4.75	3	6	6	23.20
NCIC	6.50	4.25	3	6	6	22.75
VAC	6.50	7.25	3	6	6	25.75

EXPERIENCE AND VIABILITY (Maximum of 20%)

Agency	References (includes BBB Rating) (max 10%)	Project and Industry Experience (max 5%)	Quality of Proposal (max 5%)	TOTAL %
IC Solutions	8	2.75	4.25	15.00
NCIC	8	3.00	4.00	15.00
VAC	6	3.00	3.50	12.50

GRAND TOTALS (Maximum of 100%)

Agency	Commission and Cost	Method of Performance	Experience /Viability	TOTAL%
IC Solutions	38	23.20	15.00	76.20
NCIC	36	22.75	15.00	73.75
VAC	26	25.75	12.50	64.25

Why is it necessary for public to set up a Pre paid account?

Collect charges are not accepted on cell phones or by Charter. These customers must use pre-paid account. For customers with landlines, collect calls can be made by inmate.

Vendor Demonstration Presentation

NCIC (#3)

April 30, 2012, 9-11 a.m.

1. Presenters: Cheryl Henderson, Regional Sales Mgr. and Tillman Mosley, Jr., Shawn Tec Representative
2. Presentation did not include handout; Shawn Tec representative was late (could not find parking space)
3. System and service were compatible with current system. In general, there were no major differences or down-sides.
4. NCIC would sub-contract with Shawn-Tech Communications for installation of equipment and daily operations
5. Cloud System located in Iron Mountain, Colorado
6. Live-demonstration was interesting but slow
7. NCIC does not have voice biometric system available at this time; it is in developmental stage (4-6 months). Per their RFP, they will comply.
8. One-time set up fee of \$4.95 per phone number for family member
9. Would hire current ICS tech if we were satisfied with her.
10. BBB "A" rating
11. Not many questions from the committee after the presentation; their presentation lasted about 45 minutes and 30 minutes for questions from the committee.
12. Free software upgrades when developed

Vendor Demonstration Presentation

VAC (#2)

May 3, 2012

1. Presenters: Brian Gayke (Sales Engineer); Chris Moore (Director of Sales-Mid-west)
2. Founded in 1988; currently owned by Global Tel-Lik Corp since 7/29/11
3. Presentation did not include handout; provided a live demo (note system will allow anyone with access to log into system from anywhere in the world.
4. Good visual aids; excellent presentation by presenters; system much faster and easier to understand graphics
5. Would hire technician with skills to replace phones (JS would provide space in the warehouse)
6. Unaware of BBB "F" rating
7. Live demonstrations was fast and impressive; Brian very apt with system; added pictures to call report
8. Developed biometric system for Federal Bureau of Prisons in 2005; over 100 sites use their system
9. Cloud centralized system
10. Tier-fee for pre-paid set up; higher cost to public than NCIC or ICS
11. "Exceptions" listed in RFP (see Attachment D); these have to be reviewed by Stephanie Hill
12. SLA Performance Penalties – VAC will pay extra commission if system is down (see page 59)
13. Free software upgrades when developed
14. Used full two hours for demonstration and questions

Vendor Demonstration Presentation

ICS (#1)

May 4, 2012, 9-11 a.m.

1. Jan Roth, Brandon Fillman (co-owner of ICS before it was bought out by Keefe in 11/2010), Don Roennigke
2. Presentation included handout to accompany their demonstration; presenters on time
3. Cloud System "Enforcer" located in San Antonio, Tx.; would improve the current IPS; cheaper cost to vendor, saving passed on to JS; little hardware, a lot of technology
4. Voice biometric system provided by JLG; currently used by JS
5. Pre-paid fund fees \$6.95 up to \$50.00 per event; max \$200 per month/\$500 per month with confirmed funds. Funds could be placed in the lobby kiosk for phone use (NEW!!!) (ICS set more pre-paid accounts than any other IPS)
6. Would hire new full time technician with tele-communication and corrections experience.
7. TTY calls can be recorded and become permanent record
8. Unaware of BBB "C-" rating
9. New technology: voice mail – 1 minute message recorded for \$1 (\$.50 revenue to JS); email – public send email to inmate
10. Used full 2 hours for presentation and questions
11. Free software upgrades when developed (there would be charge for new services, such as cell phone detector)

Phone bid, complete review.

Reviewer: Raymond Barnes, Security Electronics Specialist, St. Louis County Justice Services

SECURUS:

- RFP submission was complete, well written, easy to read, professional and showed them to be a qualified bidder.
- They followed the RFP as directed.
- References provided were fine.
- Centralized system.
- Their solutions to funding options for inmates were in line and equal to 3 out of the other 4 RFP's.
- Their presence in Missouri, by providing service to other institutions, is high.
- Their experience and knowledge in the industry is a plus.
- They did not note any exceptions to the contract requirements.
- Software looked and read comparable to 3 other qualified bidders.
- Their Better Business Bureau rating was impressive with an A-.
- Out of the 5 qualified bidders their commission to St. Louis County was the lowest of all 5 qualified bidders.
- Out of the 5 qualified bidders their cost to inmate's family and friends were tied with 1 other bidder as the highest as a firm fixed price. 3rd overall since two bidders cost increase with higher payments.
- Due to being lowest commission bidder and the highest cost to inmates this reviewer did not recommend them to present a live demonstration. Scored in the bottom 2.

SYNERGY

- RFP submission did not completely follow our instructions. The bidder did not present in their bid an actual commission. After speaking with Legal the committee allowed them to correct this after the submission date.
- They did not provide a firm fixed price for Per Funding Event Fee for Prepaid Account. Instead used a calculation of \$.50 + 10% of funding amount.
- Overall the RFP submission was well written, was easy to follow and showed them to be a qualified bidder.
- References provided were fine.
- Centralized system.
- Their solution to an inmate telephone system was comparable to the other qualified bidders.
- Synergy took no exceptions to the contract requirements of the RFP.
- System reports were presented well and looked acceptable.
- Their Third Party Conference Call Detection policy was highly noted by this reviewer.
- Out of the 5 qualified bidders their commission to St. Louis County was the 2nd from lowest.
- They did not provide a firm fixed fee making it difficult to judge cost to inmate's family and friends. Using a prepaid funding of \$25 they would be the lowest cost of all qualified bidders. Using a prepaid funding of \$50 they would be the 3rd lowest.
- Due to being the second lowest commission bidder and their potential prepaid cost to inmate's family and friends this reviewer did not recommend them to present a live demonstration. Scored in the bottom 2.

NCIC

- RFP submission was complete but could have been presented better, should have been more informative, cleaner, but it did show them to be a qualified bidder.
- Their solutions to inmate calling were comparable to the other qualified bidders.
- They took no exceptions to our proposed contract.
- References provided were fine.
- Centralized system.
- Their Better Business Bureau was the highest of all qualified bidders with an A rating.
- NCIC states they are the only company with direct international collect calling agreements to Mexico, Canada, UK and Puerto Rico.
- Out of the 5 qualified bidders their commission to St. Louis County was the 2nd highest.
- Out of the 5 qualified bidders their cost to inmate's family and friends was the 2nd lowest.
- This reviewer recommended them for an onsite demonstration due to their high commission and low cost. Scored in the top 3.
- Their onsite live demonstration was very slow and tedious and they did not provide a handout of the demo.
- During the demonstration it was noted that even though they understood and complied with all sections of our RFP it was clear that their continuous voice analysis isn't ready for full release.
- The demonstration showed that their software is usable but it appears it lacks some functionality and newness that the two other qualified bidders that also completed a demonstration showed.

VAC

- RFP was very well written and put together to make it easy to understand, follow, and professional. It showed that they were a very qualified bidder.
- It appears through their bid that their solution to inmate telephone systems is well advanced of some others and the system is very user friendly.
- VAC's SLA performance penalties were very well written, clear and concise.
- References provided were fine.
- Centralized system.
- For the above reasons this reviewer recommended them to present an onsite demonstration. Scored in the top 3.
- VAC took three exceptions to the proposed contract. One was general liability and indemnity....the County does not allow indemnity clauses.
- As St. Louis City and St. Louis County possibly look to combine services/contracts in the future it was an added value to understand their owner provides services to the City.
- This reviewer found their onsite demonstration to be very smooth, informative and they represented their company very well. Overall very impressed with their presentation.
- Their software appeared to be user friendly, contained many usable options for St. Louis County that we did not specify in the bid and met our immediate needs.
- Out of the 5 qualified bidders their commission to St. Louis County was the 3rd from the lowest.
- Out of the 5 qualified bidders they did not provide a firm fixed fee which makes it difficult to judge cost to inmate's family and friends on a balanced score sheet. On prepaid debit, with a low balance load they are 2nd to the lowest cost of all bidders. On a high balance they easily become the highest cost. They also charge a monthly fee to collect customers of \$3.95 for billing purposes which makes them the highest cost to our collect customers. This reviewer polled the other two top candidates and they do not charge any monthly billing fee to collect customers.

ICS

- RFP was very well written, organized and professional and showed them to be a very qualified bidder.
- Their proposal showed that they could significantly advance upon our current inmate phone system.
- Like all other qualified bidders a centralized or cloud system was proposed to lower cost.
- References provided were fine.
- ICS did not present with their bid an SLA, after speaking to legal this was later corrected.
- Their responses to service calls were well written, complete, and informative and appear to be in the top 2 out of the 5 qualified bidders.
- Their response to training was more informative than any other bidder and gave a clear follow through picture to this reviewer.
- Their centralized Enforcer call processing system appears to be very advanced and focuses on the needs of St. Louis County. A very impressive solution and very detailed.
- ICS took no exceptions to the proposed contract.
- Their noted up time of their proposed system is 99.999% and is guaranteed.
- Out of the 5 qualified bidders their commission to St. Louis County was the highest of all qualified bidders
- Out of the 5 qualified bidders their cost to inmate's family and friends were tied with 1 other bidder as the highest as a firm fixed price. 3rd overall since two bidders costs increase with higher payments.
- This reviewer recommended them to complete an onsite demonstration due to Commission and their well written RFP. Scored in the top 3.
- Their onsite demonstration was informative, professional and bidder provided a full handout of their presentation.
- Their explanation of service and maintenance and extensive testing was informative and clearly presented.
- Overall written proposal was more informative than all others, onsite demonstration was easily in the top 2, the cost to inmates is fair and the commission rate clearly was above any other proposer.

Here are my (Tricia Rodgers) scores. I only added comments for the ones that I differed with on Orville's score.

METHOD OF PERFORMANCE (Maximum of 40%)

Agency	Installation/Reports #6-23, 26 (max 10%)	SLA/Repairs #24, 25, 28-31 (max 10%)	Equipment #32-39 (max 5%)	IPS #40-55, 58-59 (max 10%)	Support Staff #56-57 (max 5%)	TOTAL %
Securus	6 Meets Requirements	6 Meets Requirements	3 Meets Requirements	6 Meets Requirements	3 Meets Requirements	24
IC Solutions	6 Meets Requirements	4 Somewhat Less	3 Meets Requirements	6 Meets Requirements	3 Meets Requirements	22
NCIC	6 Meets Requirements	4 Somewhat Less	3 Meets Requirements	6 Meets Requirements	3 Meets Requirements	22
VAC	6 Meets Requirements	8 Somewhat exceeds	3 Meets Requirements	6 Meets Requirements	3 Meets Requirements	26
Synergy	8 Somewhat exceeds	6 Meets Requirements	3 Meets Requirements	6 Meets Requirements	3 Meets Requirements	26

EXPERIENCE AND VIABILITY (Maximum of 20%)

Agency	References (includes BBB Rating) (max 10%)	Project and Industry Experience (max 5%)	Quality of Proposal and other (max 5%)	TOTAL
Securus		3 Meets Requirements	5 Exceeds Requirements	
IC Solutions		3 Meets Requirements	5 Exceeds Requirements	
NCIC		3 Meets Requirements	5 Exceeds Requirements	
VAC		3 Meets Requirements	3 Meets Requirements	
Synergy		3 Meets Requirements	3 Meets Requirements	

Synergy/Installation reports (rating 8 somewhat exceeds)-Their inmate customer service line exceeds the requirement. Inmates can directly report any issues such as calls dropping, pin issues and phone issues to Synergy's customer service line. Synergy will do the research and leave a message on the inmate voicemail with the conclusion. This customer service line would eliminate the need for jail staff to report phone issues for the inmate.

Securus/Quality of Proposal and other (rating 5 exceeds requirement) –Securus will provide \$291,000 video visitation system free of charge. They will prepay \$500,000 1st year commission.

IC Solutions/Quality of Proposal and other (rating 5 exceeds requirement)-Provide Public Information line free of charge. Will also provide inmate voicemail and paperless grievance.

NCIC/Quality of Proposal and other (rating 5 exceeds requirement)-Will provide bonus \$100 prepaid phone card per inmate. Provide a cell phone detector.

Dr. Mitchell:

Here's what I have so far, minus ratings for references. I have a meeting scheduled NOW...but will break off and join all for our 10:00 a.m. conference call.

Orville

From: Mitchell, Milton

Sent: Tuesday, April 17, 2012 3:39 PM

To: Moore, Orville; Rodgers, Tricia; Barnes, Raymond; Mitchell, Milton

Subject: Rating

For your consideration. We will discuss more tomorrow or send me your thoughts, anytime:

METHOD OF PERFORMANCE (Maximum of 40%)

Agency	Installation/Reports #6-23, 26 (max 10%)	SLA/Repairs #24, 25, 28-31 (max 10%)	Equipment #32-39 (max 5%)	IPS #40-55, 58-59 (max 10%)	Support Staff #56-57 (max 5%)	TOTAL %
Securus	6 Meets Requirements	6 Meets Requirements	3 Meets Requirements	6 Meets Requirements	3 Meets Requirements	24
IC Solutions	8 Somewhat exceeds	4 Somewhat Less	3 Meets Requirements	6 Meets Requirements	3 Meets Requirements	24
NCIC	8 Somewhat exceeds	4 Somewhat Less	3 Meets Requirements	6 Meets Requirements	3 Meets Requirements	24
VAC	8 Somewhat exceeds	8 Somewhat exceeds	3 Meets Requirements	6 Meets Requirements	3 Meets Requirements	28
Synergy	6 Meets Requirements	6 Meets Requirements	3 Meets Requirements	6 Meets Requirements	3 Meets Requirements	24

EXPERIENCE AND VIABILITY (Maximum of 20%)

Agency	References (includes BBB Rating) (max 10%)	Project and Industry Experience (max 5%)	Quality of Proposal and other (max 5%)	TOTAL
Securus		3 Meets Requirements	3 Meets Requirements	
IC Solutions		3 Meets Requirements	3 Meets Requirements	
NCIC		3 Meets Requirements	3 Meets Requirements	
VAC		3 Meets Requirements	3 Meets Requirements	
Synergy		3 Meets Requirements	3 Meets Requirements	

VAC/Installation/Reports (rating "8" somewhat exceeds) – Some response(s) to installation/reports requirements go beyond meeting expectations. Presentation of information is thorough and extensive. VAC describes at length maintenance, service and operational support procedures.

VAC/SLA/Repairs (rating "8" somewhat exceeds) –The sample repair report (*response to question #26*) is easy to read and comprehensive. Escalation Procedures are layered and well defined as reflected in various layers of escalation (*1 through 5*). SLAs are clearly identified and reflect "meaty" penalties when performance benchmarks are not met.

NCIC/Installation/Reports (rating "8" somewhat exceeds) - Some responses in reference to installation/reports go beyond meeting expectations. Response to major service calls (*page 22*) process is comprehensive and is consistent with industry best practices (*use of network performance monitoring using SolarWinds*).

NCIC/SLA/Repairs (rating "4" somewhat less) – County SLA requirements are clearly outlined in Section #2, requirement #31, which states, "*...the County will not accept SLAs from the Proposer that do not include specific remedies and penalties when SLAs are not met.*" While NCIC included a section titled "Master Service Level Agreement for Inmate Telephone Service", it does not include penalties.

ICS/Installation (rating "8" somewhat exceeds) Some responses go beyond meeting expectations. General support capabilities and current system/service have already been proven to be effective and meet/exceed County requirements. In addition, there will be no County expenses (*soft dollars*) as a result of continuing service (*migration costs*) as a result of continuing with the incumbent.

ICS/SLA/Repairs (rating "4" somewhat less) - County SLA requirements are clearly outlined in Section #2, requirement #31. ICS did not include SLAs in their response. This was confirmed with Brendan Philbin on 4/19/12 at 8:00 a.m. (*phone call*). However, service and maintenance support procedures are clearly addressed in other questions/sections.

Final Note: Many of the Proposers included some bonus plan, service or equipment. Although possible, I did not factor any additional points (at least for me, too many variables).

These were my (Milton Mitchell) scores:

Scoring for Commission and Cost (Total of 40 points):

Commission was awarded 30 of the 40 points in this category. The vendor with the highest commission was given thirty points. Two points were deducted for each lower percentage:

ICS	73.1%	30 pts
NCIC	71%	26 pts
VAC	70%	24 pts
Synergy	68%	20 pts
Securus	65%	14 pts

Cost: The bidder with the lowest cost to the public was awarded 10 of the 40 points. This category had more variances between the bidders, which made the scoring more subjective. For example, NCIC cost was \$4.95 for a one time set up fee. The \$1.50 fee was a reoccurrence charge that was listed but then eliminated in a subsequent email. Even with the fee, NCIC charge to the public was lowest. Securus and ICS charged \$6.95 per event for pre-paid account when the public used credit and debit cards and waived the fee when the funds were mailed in. VAC had a tiered fee base and Synergy had a fixed plus percentage based fee. Based on cost to the public, the allocated scores are as follow:

NCIC	10 pts
Securus	8 pts
IC Solutions	8 pts
Synergy	4 pts
VAC	2 pts

The total scores in this category are:

ICS	38 pts
NCIC	36 pts
Securus	30 pts
VAC	26 pts
Synergy	22 pts

METHOD OF PERFORMANCE (Maximum of 40%)

Agency	Installation/Reports #6-23, 26 (max 10%)	SLA/Repairs #24, 25, 28-31 (max 10%)	Equipment #32-39 (max 5%)	IPS #40-55, 58-59 (max 10%)	Support Staff #56-57 (max 5%)
Securus	6	6	3	6	6
IC Solutions	6	6	3	6	6
NCIC	6	*4	3	6	6
VAC	6	6	3	6	6
Synergy	6	6	3	6	6

*NCIC used the term “reasonable” several times but was not clear as to who determines what is “reasonable”. They added items in their RFP. This is something I was unsure about (see page 51 and following).

EXPERIENCE AND VIABILITY (Maximum of 20%)

Agency	References (includes BBB Rating) (max 10%)	Project and Industry Experience (max 5%)	Quality of Proposal (max 5%)
Securus	8	3	5
IC Solutions	8	3	5
NCIC	8	3	4
VAC	*6	3	4
Synergy	8	3	5

*VAC had an “F” rating with the BBB.

Dr. Milton Mitchell, Sr.

Superintendent, Fiscal/Human Resources
St. Louis County Department of Justice Services
100 South Central Ave.
Clayton, Missouri 63105
PH (314)615-6417; FAX (314)615-4329

CONTRACT

THIS CONTRACT is entered into this 1st day of August, 2012, by and between ST. LOUIS COUNTY, MISSOURI, ("County") and Inmate Calling Solutions, LLC, d/b/a ICSolutions ("Vendor").

WHEREAS, the Vendor is willing to provide Professional Services for implementation of an Inmate Phone System upon the terms and conditions hereinafter set forth; and

WHEREAS, the parties have agreed upon the terms and conditions of their relationship and desire to reduce such terms and conditions to writing; and

WHEREAS, the County Executive on behalf of Saint Louis County, Missouri is authorized by Ordinance No. 25119 to enter into this Contract on behalf of the COUNTY,

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Term of Contract:** The term of the contract ("Contract") resulting from this solicitation shall be for three year(s) from the contract execution date.

The contract term may be extended for two additional one-year terms under the same terms, conditions, and prices as the original contract by written agreement of the County, the County Department of Administration, and the Vendor.

2. **Services:** Vendor shall perform the services identified in its Response to St. Louis County RFP, attached and incorporated herein as Attachment A and in specifications negotiated by the parties. The Vendor specifications selected by County are outlined herein and in Attachment C, attached and incorporated by this reference.
3. **Fees and Expenses** The fee structure and commission earned by County are identified in Attachment B: Cost Form.
4. **Independent Contractor:** The relationship of the Vendor to the County shall be that of independent contractor and no principal agent or employer-employee relationship is created by the contract.
5. **Conflict of Interest:** The Vendor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the County or any member of his/her immediate family.
6. **Non-Discrimination of Employment:** The Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, national origin or disability/handicap. Vendor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, sex, age, marital status, national

origin or disability/handicap. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of contractor's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and Vendor may be declare ineligible for further County contracts.

7. **Subcontracts:** The Vendor agrees not to subcontract any of the work required by this contract without the prior written approval of the St. Louis County Department of Administration or designee. The Vendor agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this contract.
8. **Assignment of Contract:** The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the contract or any rights, title, or interest created by the contract without the prior consent and written approval of the St. Louis County Department of Administration or designee and the Vendor.
9. **Changes in Contract:** The Contract may be changed only upon the written agreement of the parties.
10. **Governing Law:** This Contract is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this contract and any action or causes of action arising out of this contract. Any and all claims or causes of action arising out of this contract shall be litigated in Twenty-First Judicial Circuit of the State of Missouri.
11. **Termination:** The County shall have the right to terminate the contract immediately in the exercise of its absolute and sole discretion, upon written notice to the Vendor. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties.
12. **Intellectual Property Software Ownership:** All information, data, programs, publications and media created specifically for and paid for by the County as a result of the work identified in this contract is the property of the County unless otherwise noted, copyright protected, or defined or agreed to by both parties to this contract.
13. **Maintenance & Support:** Vendor agrees not to charge the County for hardware, software and peripherals provided by the Vendor as part of the turnkey system proposed in this RFP. Vendor is responsible for obtaining any and all permits, required software licensing and/or related fees.
14. **Use of Licenses by Personnel Who Are Not Employees:** County employees, contractors, external customers, and business partners may access the licensed software.

15. **Vendor Merger or Acquisition:** In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for 18 months or until the end of the present contract term, whichever is longer.
16. **Wording Conflicts:** Should there be a conflict in wording between the contract and the Vendor's RFP response, the contract shall prevail. The Vendor's RFP response shall be attached and incorporated into the contract.
17. **Security of County Data in the Care of Third Parties:** Vendor agrees to encrypt any sensitive (e.g. employee names, addresses, SSN, birth dates, medical, etc) County data in its care and/or possession that is delivered on or moved to a portable storage media (data in transit or data at rest). Vendor agrees to pay for any remediation costs incurred by the County related to the loss or theft of County data as a result of failing to comply with these terms.
18. **Termination of Vendor Contract- Erasure of County Data and Return of Devices:** When the contract between the Vendor and the County is terminated or the project is completed, the Vendor agrees that all County data and applications on Vendor computers and devices will be erased within 10 work days of the end of the project or contract and any County-owned devices will be returned to the County.
19. **Security of Vendor Access to System:** In the course of deploying their products and subsequently supporting and maintaining the production system, the vendor will meet or exceed the County's security policies and requirements. The Vendor accepts liability for any security exploits or security events caused by their personnel.
20. **Payments:** The Vendor shall pay commissions on all Gross Revenue. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payments or receipts paid to or received by Vendor from the charges generated by the completion of all calls, including collect, debit, pre-paid, intralata, intrastate and interstate. Vendor shall pay commission on total Gross Revenue before any deductions are made for unbillable calls, bad debt, fraudulent calls, Local Exchange Carrier adjustments or any other Vendor expense.

The Vendor shall issue a payment by ACH deposit to St. Louis County on the last business day of each month in which the contract between the County and the vendor is in effect.

21. **Parking:** Vendor assumes responsibility for parking for its employees.
22. **Work:** Vendor must obtain written permission from the County before proceeding with any work necessitating cutting into or through any part of the building structure.
23. **Termination for Convenience:** The performance of work called for in this contract may be terminated in whole, or from time to time, in part, by the County for its convenience.

24. **System Acceptance:** The system will be considered fully installed when operation of the system is to the satisfaction of the County. After software installation is complete, Vendor shall certify in writing to the County that the software is installed and ready for use by County Justice Services.
25. **Confidentiality:** Vendor agrees to keep all information about inmates confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law. Vendor agrees to give County prompt Notice of any such disclosure.
26. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
27. **Security of County Data in the Care of Third Parties:** Vendor agrees to encrypt any sensitive (e.g. employee names, addresses, SSN, birth dates, medical, etc) County data in its care and/or possession that is delivered on or moved to a portable storage media (data in transit or data at rest). Vendor agrees to pay for any remediation costs incurred by the County related to the loss or theft of County data as a result of failing to comply with these terms.
28. **Termination of Vendor Contract: Erasure of County Data and Return of Devices:** When the Contract between the Vendor and the County is terminated or the Contract term has expired, Vendor agrees that all County data and applications on Vendor computers and devices will be erased within 10 work days of the end of the Contract and any County-owned devices will be returned to the County.
29. **Security of Vendor Access to System:** In the course of deploying its products and subsequently supporting and maintaining the production system, Vendor will meet or exceed the County's security policies and requirements. Vendor accepts liability for any security exploits or security events caused by its personnel.
30. **Testing:** Vendor shall allow for one full day of testing of the new centralized system connections and two full days of testing for the Enforcer software. Testing shall be conducted using a temporary inmate phone that is connected to the centralized system prior to the cutover away from the existing in-house hardware setup. Testing will include checks for connection, operation, and call clarity. All new features will also be fully tested before implementation.

INMATE CALLING SOLUTIONS, LLC d/b/a ICSolutions

By Brendon Philb
Vice President

STATE OF TEXAS)
) SS
COUNTY OF BEXAR)

On this 27th day of July, 2012, before me appeared Brenda Philbin, to me personally known, who being by me duly sworn, did say that he is Vice President of INMATE CALLING SOLUTIONS, LLC, d/b/a ICSolutions, and that the above Contract was signed on behalf of said company, by authority of its duly appointed Officer and said he acknowledged said Contract to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.



Liliana Mireles
Notary Public
My Commission Expires: 2.11.14

ST. LOUIS COUNTY MISSOURI

By Charlie G. Osley
County Executive

Attest:
Genevieve Grant
Administrative Director

Approved:
Herbert L. Bernsen
Director of Justice Services

Approved as to legal form:

J. L. M. Shaw
Deputy County Counselor 8-6-12

Approved:

Karen Crow
Deputy Accounting Officer

Attachment A

(ICS Response dated 4/4/12 to RFP for Inmate Telephone Service dated 3/19/12)

See attached electronic files (CD)

Attachment B

COST FORM (Pricing Section)

Collect, Pre-Paid and Debit Calls: Proposer must use the firm, fixed rates per minute for domestic collect, pre-paid, & debit calls and debit International calls as indicated below. The rate for debit calls shall be inclusive of any and all local, state, and federal taxes/fees. Pre-paid calls shall include all set up fees for all offender calls, exclusive of any and all local, state, and federal fees/taxes (i.e. local, state, and federal taxes/fees may be passed on to the customer in addition to the offender's per minute prices.) Collect calls shall include all fees for all offender calls, exclusive of any and all local, state, and federal fees/taxes

(i.e. local, state, and federal taxes/fees may be passed on to the customer in addition to the offender's per minute price.) International calls shall include all fees for all offender calls, exclusive of any and all local, state, and federal fees/taxes (i.e. local, state, and federal taxes/fees may be passed on to the customer in addition to the offender's per minute price.)

Description	Unit of Measure	Firm Fixed Price
Domestic Collect, Pre-paid, and Debit Call	Minute	\$0.25
International Debit Call	Minute	\$1.00
Set Up Charge for International Call	Per Call	\$4.00

Pre-paid Account Set-Up & Funding Fee: If the Proposer charges a fee to set-up a pre-paid account or a fee to fund a pre-paid account, they must state the firm, fixed fee below. If the Proposer does not charge a set-up fee or funding fee for a pre-paid account, they must indicate "N/A" or "\$0.00" in the space provided. The Proposer may either indicate a per funding event fee or a one-time set-up fee for a pre-paid account, but not both. Additionally, the Proposer is strictly forbidden from charging or levying any other fees or charges on pre-paid accounts. The County reserves the right to subjectively evaluate the Proposer's pre-paid account set-up fee and funding fee as part of the evaluation criteria.

Description	Unit of Measure	Firm Fixed Price
Per Funding Event Fee for Prepaid Account	Per Event	\$6.95
One Time Set-Up Fee to Establish a Pre-Paid Account	Per Account	\$0.00

➔ Indicate the percentage of commission the Proposer is offering the County using the rates mandated above:

Percentage of Commission Based on Total Gross Revenue: 73.1%

seventy-three and one-tenth percent

(Written Amount)

Attachment C



STATEMENT OF WORK (SOW)

**ST. LOUIS COUNTY JAIL
100 S. CENTRAL AVENUE
CLAYTON, MO 63105**

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INTRODUCTION/BACKGROUND

ICS has agreed to provide Professional Services for development and implementation of an Inmate Telephone System.

The following sections of this document will identify the specific deliverables, the work required to deliver them, the duration of work to meet requirements, and the means by which customer acceptance can be measured.

SCOPE OF WORK

The scope of work for St. Louis County Justice Services includes all planning, execution, implementation, and training for the enhancements identified in the Work Requirement section of this document. ICS will ensure it has adequate resources for each step in this process. Specific deliverables and milestones will be listed in the Work Requirements and Schedules and Milestones sections of this SOW.

PERIOD OF PERFORMANCE

The period of performance for St. Louis County Justice Services is beginning on 08/01/2012 through 01/31/2013. All work must be scheduled to be completed within this timeframe unless otherwise delayed due to information, decisions or data required from St. Louis County. Any modifications or extensions will be requested through St. Louis County representative, Milton Mitchell, Sr., Superintendent, and the ICS Technology Vice President, John Goetsch, for review and discussion.

PLACE OF PERFORMANCE

ICS will perform its work at its facility in San Antonio, TX. ICS will confer with Tricia Rodgers, St. Louis County Justice Services representative, selected for this effort during the planning phase and as needed during product development. Additionally, ICS will arrange any project review meetings to include the representative and other staff members identified by the facility. ICS will provide documentation for the enhancements and on-site training once the project reaches the training phase.

WORK REQUIREMENTS

The following deliverables compose this statement of work:

1. Inmate Pictures

Add inmate pictures under the Enforcer Inmate Tab. Pictures shall be promptly delivered in a format and frequency reasonably acceptable to ICS and County.

- 2. Debit Calling**
Install Debit Call capability that does not require debit cards (more information and details must be provided by the County to determine the full scope of this deliverable).
- 3. Automated Public IVR**
Develop an Automated Public IVR (Information Line) to eliminate the need for staff to answer public questions about the facility and to provide inmate information lookup (this feature will be provided to St. Louis County at no cost). County shall provide network and other information necessary for implementation of this feature.
- 4. Paperless Grievance Process**
Develop a paperless grievance reporting and response process whereby inmates will use the grievance filing module to record and submit electronic complaints. Responses will be delivered to the personalized voicemail system. Operational details to be determined through mutual cooperation of the parties.
- 5. Inmate Voicemail**
Establish Inmate Voicemail as an alternative communication method for friends and family who wish to communicate with an inmate. Each voicemail message will cost \$1.00 of which 50% will be directed to Justice Services.
- 6. Centralized ENFORCER**
Upgrade St. Louis County to the new centralized ENFORCER call processing system and remove all obsolete hardware owned by ICS from the justice center.
- 7. Phones**
Add an additional 34 collect phones and 12 free phones and associated common control equipment. Replace 120 visitation phones with phones having a placard informing the inmates their visits are being recorded and associated common control equipment; Install 202 new inmate collect phones
- 8. Administrative/Investigative PCs**
Install a minimum of three administrative/investigative PCs for County employee use. Such PCs shall become the property of the County upon completion of the initial three-year Agreement term.
- 9. Training**
Provide onsite training for up to five Administrators/Investigators using the administrative PCs

ICS will undertake development of each feature using internally developed protocol which includes:

- Feature Development
- Feature Design
- Feature Build
- Testing
 - Alpha testing at ICS
 - Beta testing with client involvement
- Implementation
- Training
- Hands-off / Closure
 - Feature Documentation
 - Support Procedures

SCHEDULE/MILESTONES

Product	Projected Completion Date
Upgrade to Centralized ENFORCER	08/31/12
Installation of New Phones	08/31/12
Installation of Administrative/ Investigative Computers	08/31/12
Inmate Voicemail	08/31/12
Paperless Grievance Process	09/30/12
Debit Calling	11/30/12
Inmate Pictures	01/31/13
Automated Public IVR	01/31/13

ACCEPTANCE CRITERIA

Acceptance of all deliverables will reside with Milton Mitchell, Sr., Superintendent, St. Louis County Justice Services. The ICS Technology VP will ensure the completeness of each deliverable and check functionality against customer expectations throughout the development and testing cycles. The County and ICS will determine what formal sign off vehicle is required.

Once all project tasks have been completed, the project will enter the handoff/closure stage. During this stage of the project, ICS will provide any documentation that the customer will need to use the product and how to contact ICS for support.

OTHER REQUIREMENTS

County shall provide reasonable testing and acceptance criteria promptly upon execution of this Agreement. All programming and testing will be done in the ICS lab. Product delivery will be turn-key and "turned on" at a time specified by St. Louis County. Following turn up, ICS will monitor the product and communicate findings to the County as needed.

Approved by St. Louis County:

Herbert L. Bernsch

Date: 8-14-12

Name: HERBERT L BERNSCH

Title: DIRECTOR, JUSTICE SERVICES

Approved by Inmate Calling Solutions, LLC:

Brendan Philbin

Date: 7/27/12

Name: BRENDAN PHILBIN

Title: VICE PRESIDENT