

MARGIE R. IBARRA
COUNTY CLERK
FILED

INMATE TELEPHONE SERVICES AGREEMENT
RFP 2022-003

2022 JUL -1 PM 2:47

WEBB COUNTY, TEXAS

This Inmate Telephone Services Agreement ("Agreement") is made pursuant to §262.030 ^{all} of the Texas Local Government Code (Alternative Competitive Proposal Procedure) ^{BY} and ^{DEPUTY} between Smart Communications Holding, Inc. ("CONTRACTOR"), having its principal place of business at 10491 72nd St. Seminole, FL 33777 (Exhibit A), and Webb County, TX located at 1000 Houston St. Laredo, Texas 78040, a political subdivision of the State of Texas, County of Webb ("County"), as authorized by its Commissioners Court on December 13, 2021 to Request Proposals (RFP2022-003 Webb County Sheriff's Office – Inmate Phone System).

WHEREAS, Webb County desires to enter into an agreement with the lowest and best responsible bidder; and

WHEREAS, Webb County, gave public notice pursuant to RFP 2022-003 'Webb County Sheriff's Office - Inmate Phone Services' which was issued on March 25, 2022 and was closed on April 29, 2022; and

WHEREAS, on May 9, 2022 the Webb County Commissioners Court took action and awarded RFP 2022-003 to Contractor; and

WHEREAS, the inmate phone service system will provide a means for detainees, inmates and prisoners to have access to telephone communications for a fee and permit the County to recover a commission for the benefit of the Webb County Jail.

NOW, THEREFORE, the parties mutually agree as follows:

- 1. Term of Contract.** This Agreement shall commence upon the installation of equipment and shall remain in effect for three (3) years. Upon expiration of the initial term, this Agreement may be renewed for up to two (2) consecutive one (1) year terms, provided both parties mutually agree in writing. Notice to renew under this provision shall be provided to Contractor no less than sixty (60) days prior to the expiration date. If no notice is sent requesting renewal by County this Agreement shall terminate by law and with no liability of any kind to the County. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall cease the use of any equipment provided through this agreement or any amendment thereto.
- 2. Equipment.** This Agreement applies to the provision of inmate telephone services by CONTRACTOR using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of CONTRACTOR installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of CONTRACTOR. CONTRACTOR reserves the right to remove or relocate any Equipment that is subjected

to recurring vandalism or insufficient usage. CONTRACTOR shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by CONTRACTOR, CONTRACTOR shall restore the premise to its original condition, ordinary wear and tear excepted. The proposal submitted by CONTRACTOR regarding equipment shall be binding and is incorporated into this Agreement; attached as Exhibit E. CONTRACTOR acknowledges that the proposal made by CONTRACTOR is binding and that County has relied on the proposal that was submitted in scoring CONTRACTOR. Therefore, County will not accept anything less than what CONTRACTOR offered in its proposal to County.

3. **Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of CONTRACTOR.
4. **Training.** CONTRACTOR shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of CONTRACTOR. Training of County staff shall be conducted by CONTRACTOR and CONTRACTOR shall provide up to 16 hours of training at no cost to County every year this Agreement is in effect.
5. **Call Rates.** CONTRACTOR shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. CONTRACTOR reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
6. **Commission to County.** CONTRACTOR will install, operate and maintain Equipment at no charge to County. CONTRACTOR will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting CONTRACTOR exclusive rights for the installation and operation of Equipment servicing the Service Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

CONTRACTOR will pay Commissions to County on a monthly basis. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to

CONTRACTOR for ongoing services, as well as complies with the Regulatory Change. Any modification in the rates due to a Regulatory Change will not form the basis of extending this Agreement in either the initial or any renewal term. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice. In addition, Commission rates are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to telephones materially consistent with industry practice.

- A. A copy of current rates shall be on file with the County. CONTRACTOR must notify the County in writing with a courtesy copy via email of any proposed increases or decreases in the rates charged.
- B. Any change in Tariff (Increase or Decrease) which is not approved by Webb County in writing in advance of the change shall be grounds for termination of this Agreement.
- C. The commission offered to the County shall be based on total gross revenues, with no deductions for fraud, bad debt, uncollectible, unbillable calls. No deduction shall be made for any cost of providing the services described.
- D. Commissions shall be paid on all call types and tariff types to County: Collect, Direct Billed, Prepaid Collect, Debit and Debit Card, Local, Intrastate, Interstate, and International.
- E. Commissions shall be paid monthly and shall be accompanied by an inmate telephone commission and summary report which shall include, at a minimum, the following information:
 - a. Date of Report
 - b. Time Period Covered
 - c. Total Number Calls by Call Type
 - d. Total Calls by Tariff Type
 - e. Total Number Minutes
 - f. Total Gross Revenue
- F. Such payment shall arrive no later than 20 days following the calendar month for which commissions are being paid, All payments, along with the commission report should be mailed to the Webb County Sheriff's Office, 902 Victoria Street, Laredo, Texas, 78040 (Attention: Webb County Jail Inmate Telephone System 2022-003).
- G. CONTRACTOR's failure to pay accurate commissions on a regular, monthly basis shall be grounds for cancellation, without penalty in either law or equity to County, of this Agreement.

County shall have immediate access to dated call records on a real-time or near real-time basis. Once a call has ended the rated call detail records should be available for reporting

using the web based inmate phone system. Remote report generation by CONTRACTOR is not an acceptable alternative; intervention by CONTRACTOR shall not be necessary for authorized facility personnel to access rated call detail records.

7. County shall:

- a. Advise CONTRACTOR of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use CONTRACTOR as its exclusive provider for all matters relating to inmate telecommunication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to CONTRACTOR.
- d. Provide necessary power and power source, at no cost to CONTRACTOR, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit CONTRACTOR to display reasonable signs furnished by CONTRACTOR and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by CONTRACTOR to County's Service Locations as reasonably necessary for CONTRACTOR to install, support and maintain the Equipment.
- h. Comply with all applicable federal, state and local statutes, rules, regulations, ordinances or codes. In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default. CONTRACTOR shall be responsible for maintenance and support on a twenty-four (24) hour, seven (7) day per week basis as provide by the proposal of CONTRACTOR attached and incorporated into this Agreement as Exhibit E.

8. Law and Venue. The domestic law of the State of Texas shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state jurisdictions located in Webb County of Texas, in a Texas State District Court of competent jurisdiction.

9. Notices. Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing. A courtesy copy of any notice shall be emailed with a scanned copy of the letter along with the tracking number to County. Such notices shall be sent as indicated in Exhibit A which is attached and incorporated herein. Any

modification of where to send notice will be submitted in writing to the other party of this Agreement.

- 10. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by CONTRACTOR at the Service Locations covered by this Agreement and that CONTRACTOR may rely thereon. This Agreement incorporates the proposal of CONTRACTOR which is attached as Exhibit E and otherwise supersedes any prior written or oral understanding between the parties.
- 11. Risk of Loss.** CONTRACTOR shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, or its employees.
- 12. Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default. CONTRACTOR shall be responsible for maintenance and support on a twenty-four (24) hour, seven (7) day per week basis as provide by the proposal of CONTRACTOR attached and incorporated into this Agreement as Exhibit E.
- 13. Assignment.** CONTRACTOR may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may NOT otherwise be transferred or assigned by CONTRACTOR. CONTRACTOR acknowledges and understands that County has evaluated the proposal of CONTRACTOR and any assignment of this contract to another entity who did not submit a proposal would deny County of the financial benefits and services offered by CONTRACTOR in this Agreement.
- 14. Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate

actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.

- 15. Indemnification.** The County will not indemnify the Contractor nor third parties. Contractor Acknowledges and agrees that County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Agreement.
- 16. Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
- 17. Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of CONTRACTOR and County shall be construed and enforced accordingly.
- 18. Special ADA.** CONTRACTOR will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. CONTRACTOR shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County. CONTRACTOR warrants that equipment installed will conformed to ADA standards when complying with this paragraph.
- 19. Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. This paragraph shall not apply to any ADA claim regarding equipment or services provided by CONTRACTOR either directly or subcontracted by CONTRACTOR. Notwithstanding any other paragraph, CONTRACTOR shall pay all royalties and license fees for software for equipment that is installed, shall defend suits or claims for infringement or patent rights, and shall hold Customer harmless from loss on account thereof. Customer has no duty and shall not pay anything to defend suits or claims regarding royalties, license fees, infringement or patent rights. CONTRACTOR shall defend and hold harmless any ADA claim regarding equipment or services provided by CONTRACTOR either directly or subcontracted by CONTRACTOR. Notwithstanding the limitation of liability in this paragraph, County reserves the right to file a claim to recover unpaid Commissions, attorney's fees, court costs, consequential and incidental damages to recover said Commissions.

Webb County shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, epidemics, pandemics, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or CONTRACTOR's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.

- 20. Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to CONTRACTOR' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide CONTRACTOR with prompt written notification as to the specific CONTRACTOR of any nonconformity or defect and CONTRACTOR shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, CONTRACTOR shall, at CONTRACTOR' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or de-fective Equipment; or (d) promptly refund any amounts paid to CONTRACTOR by County with respect to such nonconforming or defective Equipment. CONTRACTOR does not warrant that the operation of the Equipment shall be uninterrupted or error free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by CONTRACTOR. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. CONTRACTOR makes no warranties or representations that it will solve any problems or produce any specific results.

NOTHING CONTAINED HEREIN SHALL OBLIGATE CONTRACTOR TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH WAS PROPOSED BY CONTRACTOR AND IS ATTACHED AS EXHIBIT E.

- 21. No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
- 22. Confidentiality.** Subject to §552.001 of the Texas Government Code (the Texas Public Information Act), During the term of this Agreement, each party may disclose to the other

certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction, so long as sufficient notice is provided to the disclosing party to afford it a reasonable opportunity to seek protection from a compelled disclosure. This contract is subject to §552 of the Texas Government Code (Texas Public Information Act), including the exemptions set forth therein.

- 23. License to Use Software.** With respect to the Equipment provided under this Agreement, CONTRACTOR hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the software in performance of this Agreement including, where applicable to the purposes hereunder, such use on computers owned by County. Such license is specific to the County and Service Location(s) for which the CONTRACTOR Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software.

- 24. Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25. Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26. Insurance.** At all times during the Term of this Agreement, CONTRACTOR shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: CONTRACTOR shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

CONTRACTOR shall provide certificates evidencing the above coverage amounts upon request from County.


- 27. Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
- 28. Entire Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
- 29. Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- 30. Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- 31. Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed

to be an original, and such counterparts shall together constitute but one and the same document.

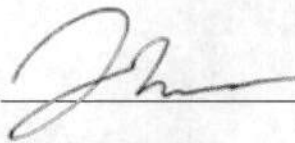
- 32. Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- 33. Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
- 34. Legal Compliance.** The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.
- 35. Required Disclosure.** VENDOR is required to immediately or timely, as the case may be, disclose to Webb County and Appropriate Texas State Agency the following:
- a. If any Person who is an employee or director of VENDOR/INDEPENDENT CONTRACTOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR/INDEPENDENT CONTRACTOR shall provide Webb County and the appropriate State Agency timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
 - b. If any Person who is an employee, subcontractor, or director of VENDOR/INDEPENDENT CONTRACTOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
 - c. Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR/INDEPENDENT CONTRACTOR licensure status or its ability to provide Services hereunder.
- 36. Incorporation of Proposal.** The proposal submitted by CONTRACTOR regarding equipment and services shall be binding on CONTRACTOR and is incorporated into this Agreement attached as Exhibit E. CONTRACTOR acknowledges that the proposal made by CONTRACTOR is binding and the County's scoring committee has relied on the proposal that was submitted by CONTRACTOR. Therefore, County will not accept anything less in quantity or quality that CONTRACTOR offered in its proposal to County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

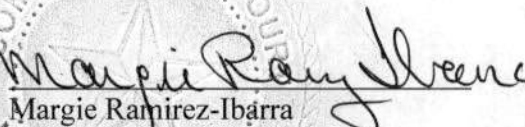
WEBB COUNTY


Tano E. Tijerina
Webb County Judge


Smart Communications Holdings, Inc.


June 28, 2022
CEO/President of
Smart Communication Holdings, Inc.
Authorized Agent

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On *May 9*, 2022 ; item *29*

Exhibit A
Addresses for Purposes of Notice

Solicitation No: RFP 2022-003

Project Name: Webb County Sheriff's Office – Inmate Phone System

Issued Date: 03/25/2022, 03:00 PM (CT)

Closed Date: 04/29/2022, 10:00 AM (CT)

Awarded: 05/09/2022

Smart Communications Holding, Inc.

Re: Webb County, Texas RFP 2022-003

10491 72nd St.

Seminole, FL 33777

(888) 253-5178

Webb County

Re: Webb County Jail Inmate Phone System RFP 2022-003

1000 Houston St. FL 3rd

Laredo, Texas 78040

Webb County Purchasing Department

1110 Washington Street, Suite 101

Laredo, Texas 78040

(956) 523-4125 Main Line

(956) 523-5010 Fax

Webb County Sheriff's Office

Re: Webb County Jail Inmate Phone System RFP 2022-003

902 Victoria St.

Laredo, Texas 78040

Exhibit B Equipment

SmartEvo™ Inmate Telephone System (ITS) with
Voice Biometrics, Transcription and Automated
Voicemail Messaging

- SmartVisit™ Video Visitation System (VVS) with Free Attorney Visitation
- Patented MailGuard® and MailGuardLegal® Postal Mail Elimination System Services
- SmartRequest™ Digital Request/ Grievance/Medical/PREA Platform
- SmartLaw™ Digital Law Library
- Automated Information Service (AIS)
- 24/7/365 U.S.- based Technical Support and Customer Service
- SmartInmate™ Electronic Messaging System with unlimited free attorney messaging and legal documents services, and free weekly family and friend messages
- SmartTablet™ and/or SmartKiosk™ devices
- SmartEd™ and SmartReentry™ Offender Education Programming**
- SmartEntertainment™ Streaming Media Platform**
- Secure, independent network infrastructure and hardware with broadband Internet service and uninterruptible power supplies
- Unlimited on- site and remote SmartEcosystem™ Dashboard Access for Authorized Staff

**Exhibit C
Rates and Charges**

Offer #2

Describe the call rates and commissions proposed for each call type. Vendors are required to submit one Commission offer form for each rate option proposed. Each vendor must submit an offer based upon the current rates as stated in the RFP. Additional rate options are also encouraged, including posturized rates which offer the same pricing for all call destinations.

COLLECT CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered
Local	\$0.00	\$0.21	\$0.21	90%
Intra LATA	\$0.00	\$0.21	\$0.21	90%
Inter LATA	\$0.00	\$0.21	\$0.21	90%
InterState	\$0.00	\$0.21	\$0.21	90%

**PREPAID COLLECT, DIRECT BILLED COLLECT or ADVANCE
PAY CALLS**

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered
Local	\$0.00	\$0.21	\$0.21	90%
Intra LATA	\$0.00	\$0.21	\$0.21	90%
Inter LATA	\$0.00	\$0.21	\$0.21	90%
InterState	\$0.00	\$0.21	\$0.21	90%

PREPAID DEBIT or DEBIT CARD CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered
Local	\$0.00	\$0.21	\$0.21	90%
Intra LATA	\$0.00	\$0.21	\$0.21	90%
Inter LATA	\$0.00	\$0.21	\$0.21	90%
InterState	\$0.00	\$0.21	\$0.21	90%
International	\$0.00	\$0.21	\$0.21	90%

NOTE: Rates shown above are exclusive of Federal, State and Local Taxes and Regulatory Fees such as the Universal Service Fund. It is understood that these will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

**Current ITS rates were not stated within the RFP, RFP addendum or available online County's website. A rate of \$0.21/minute was assumed based upon information available at: <https://www.jailexchange.com/city-and-county-jails/texas/webb-county/webb-county-jail-sheriff/inmate-phone-contact>.*

Exhibit D
Commissions

Commissions shall be paid according to Contractor's Offer #2, as set forth in Exhibits C and E.

Exhibit E
Award and Proposal

WEBB COUNTY PURCHASING DEPARTMENT
1110 WASHINGTON STREET, SUITE 101
LAREDO, TEXAS 78040
(956) 523-4125 MAIN LINE
(956) 523-5010 FAX



****NOTICE OF AWARD****

Mr. Jon Logan
Smart Communications Holding, Inc.
10491 72nd St.
Seminole, FL 33777
(888) 253-5178

May 17, 2022

Solicitation No: RFP 2022-003
Project Name: Webb County Sheriff's Office – Inmate Phone System
Issued Date: 03/25/2022, 03:00 PM (CT)
Closed Date: 04/29/2022, 10:00 AM (CT)

I am pleased to inform you that Smart Communications Holding, Inc. was awarded the above-mentioned project on the formal Competitive Sealed Proposal submitted by your company on April 29, 2022. The award was approved by the Webb County Commissioners Court during the regular scheduled meeting dated May 9, 2022, item 29.

Please be advised that this Notice of Award letter should not be construed as authorization from Webb County to begin any work detailed within the solicitation package. Smart Communications Holding, Inc. should contact our Civil Legal Department to start the process of providing required insurance documentation in order to proceed with the execution of the construction contract between Webb County and Smart Communications Holding, Inc. The Webb County Civil Legal department's main number is (956) 523-4615 or you may email Ms. Nohely Flores, Legal Coordinator at nflores@webbcountytexas.gov.

Congratulations on your award and we look forward to a smooth transition and implementation of these Inmate Phone Services.

A handwritten signature in black ink, appearing to read "JAL", with a checkmark to the left.

Respect fully,
Jose Angel Lopez III, CTPM
Webb County Purchasing Agent

CC: *Leroy Medford, Executive Administrator to Commissioners Court*
Lalo Uribe, Executive Administrator to the County Judge
Nathan Bratton, Civil Legal Director/General Counsel
Martin Cuellar, Webb County Sheriff

WEBB COUNTY PURCHASING DEPARTMENT
1110 WASHINGTON STREET, SUITE 101
LAREDO, TEXAS 78040
(956) 523-4125 MAIN LINE
(956) 523-5010 FAX



****NOTICE OF AWARD****

Mr. Jon Logan
Smart Communications Holding, Inc.
10491 72nd St.
Seminole, FL 33777
(888) 253-5178

May 17, 2022

Solicitation No: RFP 2022-003
Project Name: Webb County Sheriff's Office – Inmate Phone System
Issued Date: 03/25/2022, 03:00 PM (CT)
Closed Date: 04/29/2022, 10:00 AM (CT)

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Martin Cuellar, Webb County Sheriff

Webb Co. Sheriff's Office

RFP #2022-003

Inmate Phone System Proposal



Smart Communications

Different Culture.
Different Approach.
Different Outcome.

Communication, Automation, Intelligence



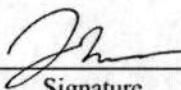
PROPOSER INFORMATION



Proposer Information

Name of Company: Smart Communications Holding, Inc.
Address: 10491 72nd St.
City and State: Seminole, FL 33777
Phone: 888-253-5178
Email Address: jon.logan@smartcommunications.us

Signature of Person Authorized to Sign:


Signature
Jon Logan
Print Name
CEO
Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

Corporation
April 14, 2022
(Date)

Note:
All submissions relative to these RFP shall become the property of Webb County and are nonreturnable.

If any further information is required, please call the Webb County Contract Administrator,
Juan Guerrero, at (956)523-4125.



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A. EXECUTIVE SUMMARY

**DIFFERENT CULTURE.
DIFFERENT APPROACH.
DIFFERENT OUTCOME.**

Qualifications and Experience |

Smart Communications is here to make a difference by changing the culture and status quo in the corrections industry. We are a true technology company, formed with a single mission – to introduce solutions to the corrections community that streamline operations, improve safety for all and maximize efficiencies.

We embarked on our mission in 2009 by launching SmartInmate™, the world's first two-way electronic messaging system exclusively designed for correctional use. Inmates appreciated the faster, more affordable new option to stay connected with family, and correctional agencies loved the automation and efficiencies gained. In addition to those benefits, the system provided an entirely new intelligence resource to help investigators prevent and solve crimes. One year later, we launched SmartRequest™, the corrections industry's first digital request/grievance/medical platform, as well as the first facility-wide digital law library. The benefits for each of these features include fewer staff hours to administer, easy tracking, searchable records, and faster, easier access for inmates.



Smart Communications is and remains committed to being the most innovative, responsive and economic inmate communications technology and service provider in the corrections industry. In fact, many of the services sought in this RFP were invented and brought to the industry by our team members.

WEBB COUNTY SHERIFF'S OFFICE

RESPONSE TO RFP #2022-003
INMATE PHONE SYSTEM



Our proposal offers a complete inmate communications package composed of the following turnkey technologies and services that meet and exceed the RFP specifications, and will enhance facility safety, security and efficiency – all at **no cost**:

- SmartEvo™ Inmate Telephone System (ITS) with Voice Biometrics, Transcription and Automated Voicemail Messaging
- SmartVisit™ Video Visitation System (VVS) with Free Attorney Visitation
- Patented MailGuard® and MailGuardLegal® Postal Mail Elimination System Services
- SmartRequest™ Digital Request/ Grievance/ Medical/PREA Platform
- SmartLaw™ Digital Law Library
- Automated Information Service (AIS)
- 24/7/365 U.S.-based Technical Support and Customer Service
- SmartInmate™ Electronic Messaging System with unlimited free attorney messaging and legal documents services, and free weekly family and friend messages
- SmartTablet™ and/or SmartKiosk™ devices
- SmartEd™ and SmartReentry™ Offender Education Programming**
- SmartEntertainment™ Streaming Media Platform**
- Secure, independent network infrastructure and hardware with broadband Internet service and uninterruptible power supplies
- Unlimited on-site and remote SmartEcosystem™ Dashboard Access for Authorized Staff

**Service application requires deployment of SmartTablet™ devices.

Our proposed systems are unique as all reporting and investigative tools are made available to authorized staff with a single login to our secure, user-friendly SmartEcosystem™ Dashboard. The SmartEcosystem™ is loaded with intelligence gathering and data analysis tools to turbo charge investigations to help solve and prevent crimes, keeping your staff, inmates and the community you serve safer. This will drastically reduce/eliminate staff burden associated with having to be trained on and become familiar with the administration of multiple systems simultaneously.

Furthermore, all proposed technologies and services are provided directly by Smart Communications, so we can respond to your needs quickly without relying on third-party vendors. Our team includes full-time, in-house engineering professionals who are responsible for the research, development, implementation and support of these technologies and services. This allows us to provide our clients with the highest level of service and develop customized solutions that meet the unique, client-specific needs.

The experience gained by deploying these new technologies and working directly with our client partners gave us insight into the many other challenges the corrections industry faced and how we could utilize our technical expertise and passion for innovation to develop solutions to help overcome them. These factors led to our next innovation, which put an end to one of corrections' longest running problems and security loopholes - contraband and secret communication in inmate postal mail.



Completely Eliminate 100% of Drugs and Other Contraband From Entering Your Facility Through Inmate Postal Mail at NO COST

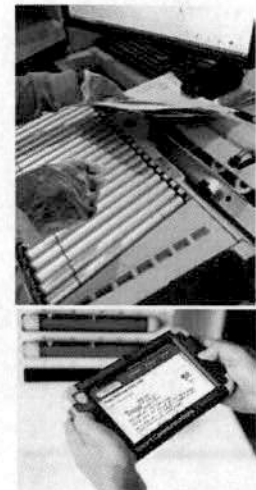
Patented MailGuard® and MailGuardLegal® Systems

In 2015, Smart Communications launched MailGuard®, the corrections industry's first and now patented mail processing and electronic delivery system that *eliminates 100% of drugs and other contraband from entering a correctional facility* via inmate postal mail at *zero cost* to our client facilities, inmates, or family and friends.



With MailGuard®, all non-privileged inmate postal mail is sent directly to our 15,000 sq. ft. processing center in Seminole, FL. To maintain the integrity, safety and security of our staff and the mail they process, the MailGuard® processing center is under 24/7 video surveillance and is equipped with a state-of-the-art alarm and fire detection system.

At the processing center, our highly trained staff utilize cutting-edge, customized equipment to open, scan and convert inmate mail into a high-definition, full-color, digital .PDF file. Inmate mail is opened and scanned in one of three separate clean rooms. Each room maintains independent air systems to limit contamination risk should a piece of mail contain a dangerous chemical or biological agent. These digital files are then uploaded to Smart Communications' intelligent MailGuard® platform where they are filtered in accordance with security settings defined by the client. After security filtering, the digitized mail can be automatically delivered to an inmate's account allowing for immediate access on a SmartTablet™ and/or SmartKiosk™ device, or selectively or globally held for facility review/approval prior to delivery.



We guarantee inmate mail is processed and delivered within 24 hours of receipt, five days a week. We have been delivering on this promise without fail since the inception of MailGuard® over six years ago.

In addition to maximizing operational efficiencies and safety, MailGuard® also serves as an invaluable investigative tool to help prevent and solve crimes. All digital mail files are saved in a searchable database that is accessible to authorized staff via Smart Communications' secure, web-based SmartEcosystem™ Dashboard.

WEBB COUNTY SHERIFF'S OFFICE

RESPONSE TO RFP #2022-003
INMATE PHONE SYSTEM



"This process allows more time for Mail Room staff to complete other tasks and creates a safer living and working environment by reducing the clutter of excess correspondence in the inmate living areas and eliminating the entrance of foreign substances into the facility on inmate mail!"

**Warden Carl Humphrey
Spalding County Correctional Institution
(Griffin, GA)**



MARION COUNTY REGIONAL CORRECTIONAL FACILITY

BERKLEY HALL, SHERIFF DEREK MINGO, WARDEN
503 SOUTH MAIN STREET • COLUMBIA, MS • 39429
PHONE: 601.736.3621 FAX: 601.736.4473

January 20, 2021

To Whom It May Concern:

Marion County Mississippi has been using Smart Communications since April of 2017. Starting with the SmartKiosk system then later adding the MailGuard system and just recently added the tablets. I have worked in investigations since 2014 and would say that the systems we use from Smart Communications are a huge asset to gathering information, intel and helping push cases along to the District Attorney and followed by prosecution.

We have been able to use these systems to identify phone numbers tied to large narcotic cases and even find out locations and develop location patterns based on the information the system provides. These systems have assisted in all types of cases including murder, kidnapping, sexual assaults, narcotics, extortion just to name a few. The ability to monitor inmate correspondence by implementing key words and have those messages sent directly to an assigned e-mail is a huge time saver and allows investigators to use their time wisely and not have to sit and read messages word for word every day.

Marion County's system has been used to assist in cases worked by the Federal Bureau of Investigations, the Drug Enforcement Administration, Mississippi Bureau of Investigations, Mississippi Bureau of Narcotics, Mississippi Department of Corrections, the Attorney Generals office and numerous County and municipalities locally.

This system is extremely user friendly and even the most novice officer can use it. It offers a way to monitor inmate population all while making revenue for the agency while also providing intel that would normally take countless man hours or would never be gathered. I would recommend this system to any agency that houses inmates of any kind or custody.

Major Zack Guidroz
Marion County Sheriffs Office
Marion County Mississippi

WEBB COUNTY SHERIFF'S OFFICE

RESPONSE TO RFP #2022-003
INMATE PHONE SYSTEM



Smart Communications' MailGuard® System includes the public-facing website, MailGuardTracker.com. Public users can sign up for a free account and are assigned a unique MailGuard® Sender ID, enabling them to check the delivery status of the mail they send to inmates. Once logged in, users can check to see if their mail has been received, approved or rejected. Users are also provided with the option to sign up for email or text message notifications to receive status updates.

Electronic copies of inmate mail are also made available to inmates for up to 12 months after their release. Released inmates can access and download electronic copies of their processed mail for free by using their inmate ID and password to log in to our secure, public website at www.SmartInmate.com.



CORRECTIONAL POSTAL MAIL CONTRABAND
ELIMINATION SYSTEM

PATENT#: US 10,291,617 B2
DATE OF PATENT: MAY 14TH, 2019
INVENTOR: JONATHAN D. COGAN
ICEQ, SMART COMMUNICATIONS



We are proud to say that our patented MailGuard® system is increasing officer and inmate safety by preventing dangerous, illegal drugs and biohazards from entering over 150 correctional facilities nationwide. Our MailGuard® clients include the Federal Bureau of Prisons and all 24 Pennsylvania Department of Corrections locations, which house a combined total of over 50,000 inmates.

MailGuard® laid the groundwork for innovative technology invented by Smart Communications to further enhance facility efficiency and safety – our patented MailGuardLegal® Privileged Mail System.

As legal mail is protected by client/attorney privilege, it is unlawful for this type of mail to be inspected by correctional staff. Criminals are aware of this fact and try to use legal mail as means to get contraband and narcotics into a facility. Smart Communications' invention, MailGuardLegal®, allows inmate legal mail to be delivered in such a way that it is **100% contraband free** without jeopardizing inmates privilege or confidentiality rights.

MailGuardLegal® allows inmates to open, scan and process privileged legal mail in the presence of staff. Once scanned, the inmate can use the MailGuardLegal® Cart to print a hard copy of the scanned file or mark the file for secure electronic delivery. A file marked for electronic delivery can immediately be accessed by the inmate on a SmartTablet™ and/or SmartKiosk™ by entering a separate password. To preserve confidentiality, facility staff have no access to any scanned privileged mail files. Depending on the facility's existing policy, the original copy of the privileged mail is bagged and placed into inmate property or destroyed via the MailGuardLegal® Cart's built-in paper shredder.



The First, Most Field-Proven and Innovative Inmate Telephone System Available

SmartEvo™ Inmate Telephone System (ITS)

We are proud to say that many of the technologies being considered in this RFP were invented and brought to the industry by our own team members. For example, our engineering team introduced the first purpose-built Inmate Phone Control System (IPCS) in 1986 and the first Voice over Internet Protocol (VoIP) IPCS in 2000, holding the earliest patent of this application. Critical elements of our SmartEvo™ ITS have over 30 years of proven field experience and deployments in correctional institutions of all sizes, both domestically and abroad, with installations at 450 facilities used by more than 158,000 inmates in the United States, Canada, United Kingdom, Japan and Singapore.



Administration and Control -

- Robust call scheduling and control feature set provides both automated and manual, granular control over all aspects of telephone availability and access privileges
- Multiple call analysis tools with standard and customizable reports
- Secure, web-based design provides full on-site and remote access to all administrative controls and tools based on user permission level

NO COST - Recording Storage and Retrieval -

- CDRs, call recordings and systems data are stored on encrypted and redundant storage area networks (SAN) at 2 separate geographic locations
- CDR and call recording data remains securely stored and accessible to staff for one year or longer after agreement expiration
- Download a single or select a set of call recordings to play back, burn/copy to disk or email in .MP3 file format

NO COST - Installation, Service and Support -

- Rugged, tamper-resistant hardware meets both correctional security needs and all ADA requirements
- 24/7/365 U.S.-based customer and technical support
- Routine preventative maintenance

Security -

- Voice biometrics
- 3-way calling and hook-switch dialing detection and prevention
- Positive DTMF call acceptance

NO COST - Call Monitoring and Investigative Tools -

- Unlimited and undetectable live call monitoring
- Hot number/call watch list with text, phone and email alert notifications
- Voice biometrics, bi-lingual (English and Spanish) call transcription and translation with keyword search capability
- Reverse Lookup
- Advanced case management tools to help investigators better track and manage assets for specific incidents or individuals that can be securely shared with external LE agencies

NO COST - Optional Value-Added Features -

- JMS and Commissary interfacing for phone-based commissary ordering, PIN generation and Automated Information Service (AIS)
- Interoperable with SmartTablet™ and SmartKiosk™ devices to provide tablet/kiosk-based calling
- Inbound voicemail allows family and friends to leave messages directly for inmates with 100% commissions. **NOTE:** Feature also allows administrative staff to communicate important messages to a single inmate, group of inmates or all inmates simultaneously for no charge.



True "Self-Service" Video Visitation With Zero Staff Involvement

SmartVisit™ Video Visitation System (VVS)

In 2011, Smart Communications introduced a true IP based video visitation platform eliminating the complex cabling requirements of legacy video camera systems. This development set the foundation for our SmartVisit™ Video Visitation System (VVS), the most intelligent video visitation platform in corrections.

SmartVisit™ utilizes industry exclusive content filtering software and a robust web-based scheduling application that streamlines and automates the visitation process to provide a true "self-service" video visitation experience with zero staff involvement. Our advanced content filtering software eliminates the need for staff to "baby-sit" a visitation session by only displaying the user's face blocking out all other content such as backgrounds, gang signs/hand gestures, nudity and other "virtual contraband".



NOTE: This recording is housed in cloud storage and is available indefinitely.



Our facial detection software further prevents the transmission of "visual contraband," by only transmitting a visitor's or inmate's live video feed when they are directly facing their device's camera. If at any point during a session a party is no longer directly facing their device's camera, their video feed will go "blank" on the other party's device and a "user not facing the camera" notification message is displayed on both devices. As soon as the party returns to directly facing their device's camera, their live video feed will automatically resume transmission and the notification message will turn off. Notification messages are included in the video call recording and are also visible to authorized users monitoring the session live.

Additionally, SmartVisit™ VVS helps keeps inmates connected with their family and friends by supporting Video on Demand (VOD) which allows inmates to initiate their own remote video visitation sessions on both SmartTablet™ and SmartKiosk™ devices with *no minimum usage requirements*.



Time Tested, Correctional Grade Hardware Provided at NO COST

SmartTablet™ and SmartKiosk™ Devices

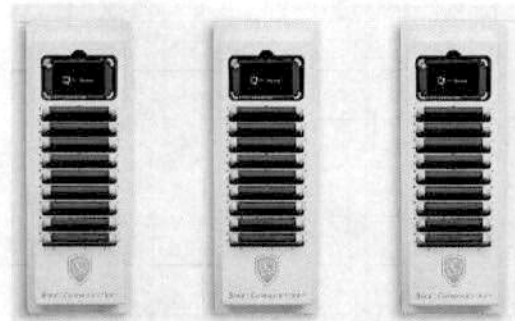
Smart Communications has over a decade of experience in the research, development and delivery of custom, correctional-grade kiosks and tablets. Our SmartKiosk™ and SmartTablet™ devices are engineered to withstand inmate abuse and meet the unique safety and security requirements of correctional facilities.



Smart Communications' offer will include the provision of SmartTablet™ and/or SmartKiosk™ devices at no cost to the County or inmates. Every aspect of our SmartTablet™, including the device's body, battery, camera and wireless charging stations, were engineered from the ground up in partnership with our private manufacturer. This makes the SmartTablet™ different from our competitors' tablets that are nothing more than off-the-shelf, consumer grade tablets housed inside a rugged case. Furthermore, SmartTablet™ devices run on Smart Communications' custom, proprietary operating system that will only allow the device to

connect to our secure network making them hack-proof. Off-the-shelf, consumer grade (e.g., Samsung) tablets run on non-proprietary operating systems with hacking code publicly available, allowing inmates to hack and gain access to the Internet. The SmartTablet™ device's 7.0" touch screen LCD display is constructed of 3X thick Gorilla Glass and pass durability/drop, chemical stain and other quality control tests at our production facility.

SmartTablet™ devices are delivered with our custom, FCC compliant wireless charging stations. To charge a SmartTablet™, the user inserts the device into any of the station's 10 charging banks. When properly inserted, the charging bank's bi-colored LED will turn on to indicate the current charge status of the device. The LED will be red when the SmartTablet™ battery is charging, and turns green when the battery is fully charged. With no exposed charging ports, cables or clunky charging carts to manage, Smart Communications' self-service solution allows offenders to check-out, check-in and charge devices with zero staff involvement. Alternative options are available for self-service personal charging cords that utilize magnetic contact points to charge the tablets if a charging station is not preferred.



To help ensure inmates are provided with equal access to these devices, usage is monitored remotely by our Network Operations Center (NOC). If high device/network usage is detected, we will provide additional SmartTablet™ devices at **no cost** to the County or inmates. Furthermore, there are **no rental fees** associated with general use of the device. Inmates are only charged fees for the revenue-generating services they use.

Smart Communications will also provide the facility with a pool of spare SmartTablet™ devices to allow damaged or inoperable devices to be immediately replaced. We also provide pre-printed shipping labels and boxes to return damaged/inoperable SmartTablet™. Upon receipt, we will send the facility a replacement to replenish their device pool. There will be **no cost** to the County for any damage incurred to the devices.

WEBB COUNTY SHERIFF'S OFFICE

RESPONSE TO RFP #2022-003
INMATE PHONE SYSTEM



Each SmartKiosk™ is equipped with an ultra-rugged, shatter-resistant 17.0" touchscreen LCD display, a full 1080p high-definition IP camera and various network hardware components that are fully enclosed in a high-strength steel housing. To prevent tampering and exposure to liquids, the housing does not have any openings/ventilation holes or external hinges. The housing also features smooth rounded edges to prevent injury and a rounded top design to prevent beverages being placed on the device.

To provide superior sound quality and privacy during on-site and remote video visitation sessions, each SmartKiosk™ is equipped with a corded Rhino® telephone handset (dual handset models are available for public facing terminals) that does not contain any removable parts. The handset cord offers an impressive pull strength of 1,000 ft.-pounds and is customizable to meet facility-specific requirements. For added protection and security, the cord is encased in a flexible, cut-resistant armored sheathing.



SmartKiosk™ devices are abrasion and chemical resistant, and can be cleaned/sanitized using commercial cleaner.

Fair and Equal Tablet Access for All Inmates -

Smart Communications knows many vendors offer distribution models in which inmates are required to purchase, lease or rent their tablets. These models drive up vendor profits at the expense of inmates and their friends and families. Inmates with less fortunate economic situations are also blocked from the many rehabilitative services and benefits tablets can provide.

Smart Communications' solution is the exclusive utilization of a shared tablet distribution model. With this model, our partner facilities are provided with SmartTablet™ devices at a predetermined tablet-to-inmate ratio at **no cost**. Inmate tablet usage is carefully monitored remotely by our Network Operations Center (NOC). If high device/network usage is detected, additional devices are provided at **no cost** to the Agency or inmates. This ensures inmates are provided with fair and equal access to all SmartTablet™ device applications, including:

- **Phone Calls:** inmates can speak to friends and family members using our SmartEvo™ ITS platform.
- **Video Visitation:** inmates can participate in on-site and remote video sessions via our SmartVisit™ VVS.
- **Messaging:** inmates can send and receive text messages from friends, family members and facility staff. Inmates may also receive photographs and video messages.
- **Entertainment:** inmates can stream media, TV shows, movies and games via our SmartEntertainment™ platform with complimentary access to select Ebooks and Internet radio stations included.
- **MailGuard®:** provides inmates with free access to personal mail that is processed off-site daily at our state-of-the-art MailGuard® processing center. Our patented MailGuard® keeps facility staff and inmates safe by eliminating the risk of contraband entering your facility via mail and by providing a streamlined, labor-free, automated means to process inmate postal mail. MailGuard® also serves as an invaluable investigative intelligence gathering tool. Digital mail is database searchable to allow your facility to gain intelligence and eliminate secret communication.
- **Education and Reentry:** provides complimentary access to a virtually unlimited amount of educational, reentry, vocational, life skills, self-improvement and recovery resources.
- **Requests/Grievances:** inmates can electronically create and submit general requests, medical requests and grievances via our SmartRequest™ platform. SmartRequest™ is the easiest to use, most customizable

WEBB COUNTY SHERIFF'S OFFICE

RESPONSE TO RFP #2022-003
INMATE PHONE SYSTEM



and detailed electronic form submission platform available. Electronic forms are centrally tracked and managed, putting an end to shuffling paper forms around the facility.

- **Job Search:** helps inmates return to the job market and move past their criminal record by providing access to the U.S. Department of Labor's CareerOneStop website, which provides resources to help inmates find employers who hire ex-offenders and learn how to talk about their conviction for an interview.
- **Law Library:** provides inmates with complimentary full, self-service access to Federal and State statutes and case law, a legal dictionary and other aids to assist with research pertinent to their case. This distributed app reduces staff burden, eliminating the need to escort inmates through the facility to access legal resources.
- **Commissary Ordering:** allows inmates to place orders for commissary items. Interfacing with the facility's commissary provider is performed by Smart Communications and is provided at no cost.
- **Inmate Videos:** allows inmates to access MP4 video files uploaded by authorized facility staff (i.e., video version of inmate handbook, facility orientation video, etc.).
- **PDF Viewer/Documents:** allows inmates to view inmate handbook, PREA information and other PDF documents uploaded by authorized facility staff.
- **Calendar:** provides inmates with access tied to a system wide calendar/appointment manager. Authorized facility staff can add appointments and other dates to specific inmates' calendars or to the global calendar for all inmates. **NOTE:** Our calendar can also be interfaced with the County's JMS to provide inmates with access to court/release date information. This function is facility/vendor specific. Some vendors may charge for access to the information.
- **Trust Account/Debit Purchase Lookups:** allows inmates to review trust account balances and debit purchases. **NOTE:** Requires incumbent banking/trust commissary provider to provide the data feed.
- **Calculator:** equipped with basic math and trigonometric functions
- **Dictionary:** available in both English and Spanish (additional languages available upon request).

SmartTablet™ Application Home Screen Sample



Welcome Lisa Eddy (20030)



Contacts



Messages



Postal Mail



Photos



Requests



Grievances



Medical



Commissary



Calendar



Law Library



Visitation



On-Demand Video
Chat



Notices



Information



My Account



Language



Log Out



Inmate Education and Rehabilitative Programming Provided at NO COST

SmartEd™ and SmartReentry™

Seeing another opportunity for our tablet technology to enhance inmate welfare and increase more successful outcomes upon reentry, Smart Communications launched SmartEd™ and SmartReentry™ our inmate education platforms in 2016.

These platforms transform our SmartTablet™ devices into powerful educational tools, providing inmates with access to 20,000 instructional videos and 7,000 practice exercises relating to core educational subjects such as language arts (reading and English), math, social studies, science and consumer education - all at **zero cost**.



Smart Communications' SmartEd™ and SmartReentry™ platforms are entirely expandable and customizable to be configured with access to additional premium reentry, vocational, life skills, self-improvement and recovery resources such as:

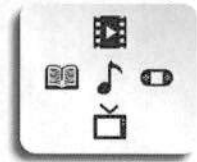
- Interactive reentry videos to help change the way incarcerated individuals view their path to rehabilitation.
- Vocational training through multiple workforce development courses including: Agriculture, Anatomy/Physiology, Automotive, CAD/Drafting, Child Care/Human Development, Construction, Diesel and Heavy Equipment, Electronics, Engineering, Hospitality, HVAC-R, Information Technology, Metalworks, Medical Terminology and Nursing, Video Game Design, Welding and more.
- Courses with certificates of completion for court mandated anger management, behavior modification, domestic violence, drug and alcohol awareness, parent education/family stabilization and other programs.
- Cognitive life skills courses and programs developed to help overcome self-defeating thoughts and behaviors.
- An online community for facility stakeholders to recommend and exchange critical information and referrals on interventions, programs, and treatment progress designed to support successful reentry.
- Evidence-based online healthcare interventions for inmates, intended to reduce the massive costs, health harms and disruption associated with substance misuse and smoking in prisons.

Prior to contract award, Smart Communications will work with the facility's Programs Administrative personnel and other stakeholders to learn more about the programs currently in place and discuss ways in which any of these additional resources may be incorporated into the SmartEd™ and SmartReentry™ platforms to best suit the facility needs and objectives.

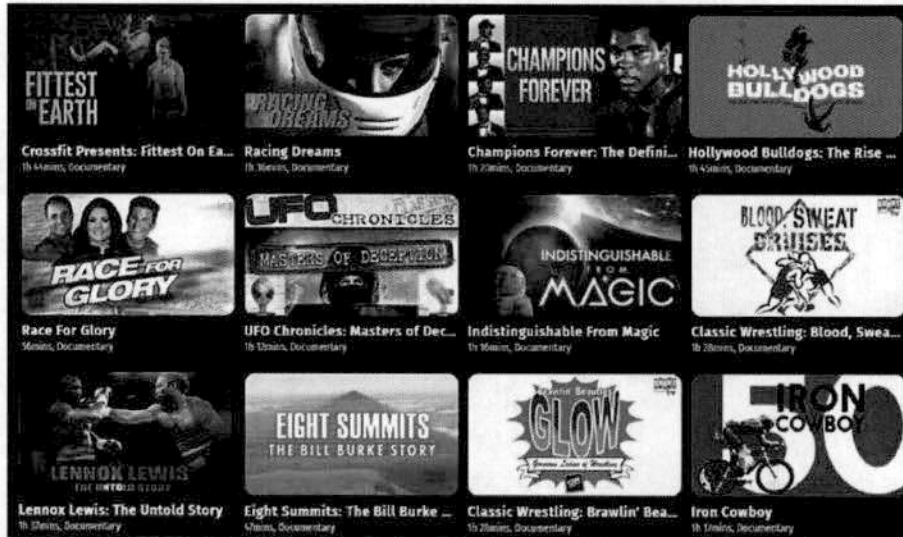
Free eBooks and Low Cost Streaming Movies, TV Series, Games and More

SmartEntertainment™ Streaming Media Platform

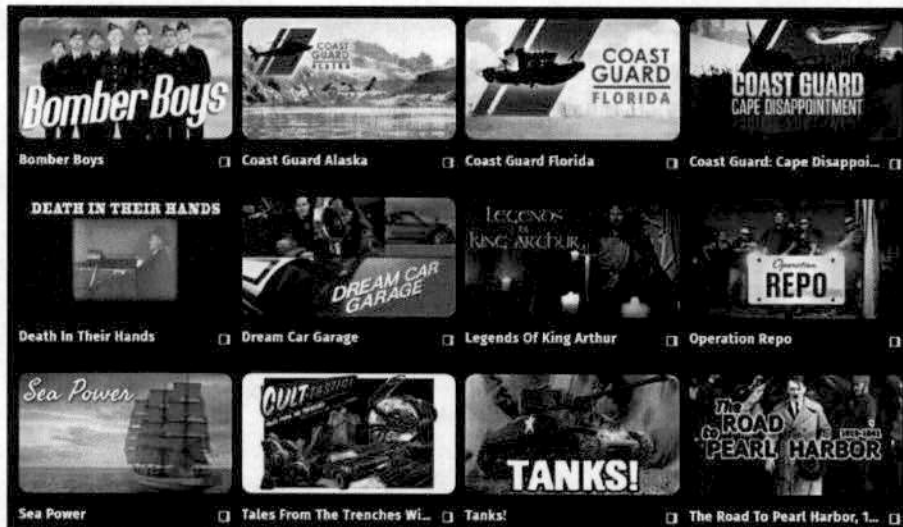
Smart Communications' SmartTablet™ devices include our SmartEntertainment™ Streaming Media platform. This platform helps keep inmates occupied and provides client partners with the ability to earn additional commissions. SmartEntertainment™ offers a wide variety of streaming media choices, including movies and multiple TV series, select Internet radio stations, audio books and video games.



Sample Movie Titles |



Sample TV Series Titles |



WEBB COUNTY SHERIFF'S OFFICE

RESPONSE TO RFP #2022-003
INMATE PHONE SYSTEM



Sample Game Titles |



Book Titles |

The SmartEntertainment™ Streaming Media platform also provides **free access** to over 1,000 popular classical eBook titles from the Project Gutenberg Library. The Project Gutenberg Library provides access to the world's greatest literature, including such titles as "*Pride and Prejudice*," "*The Adventures of Sherlock Holmes*," "*War and Peace*," "*The Call of the Wild*," and more.



PROJECT GUTENBERG

Easy Access, Complete Control |

All content accessible on the SmartEntertainment™ platform is "correctional friendly" with a rating of G or PG-13. The SmartEcosystem™ Dashboard gives authorized facility staff complete control over what content is available to inmates on each SmartTablet™ device.

SmartEntertainment™ content is available on-demand and immediately streamed to an inmate's device. SmartTablet™ devices only connect to our secure, wireless network – no centralized kiosk is needed to transfer content.

Premium SmartEntertainment™ content is available at an affordable flat per minute rate; inmates don't have to pay a hefty daily, weekly or monthly subscription fee to access content.



Administer All Technologies and Services From Anywhere with a Single Log In

SmartEcosystem™ Dashboard

The SmartEcosystem™ Dashboard is a unified platform which alleviates staff burden by allowing them to administer inmate services, control inmate access and behaviors, and utilize investigative tools for all technologies and services provided by Smart Communications – all with a single log in.

In addition to the SmartEvo™ ITS, services administered via the SmartEcosystem™ Dashboard include:

- SmartInmate™ Electronic Messaging System
- SmartVisit™ VVS
- MailGuard® Postal Mail Elimination System
- MailGuardLegal® Privileged Mail System
- SmartRequest™ Digital Request and Grievance System
- SmartLaw™ Digital Law Library
- SmartEd™ and SmartRentry™ Inmate Education Platforms
- SmartEntertainment™ Streaming Media Platform

System Settings	Inmates	Photos (1)
Dashboard	Public Users	Postal Mail
Lockdown	Commissary	Keywords
Support	Requests (45)	Visitation
Reports	Grievances (20)	Documents
Schedules	Medical (7)	Notices
Calendar	Phones	Admin Users
Housing Areas	Case Management	Feedback
Kiosks & Tablets	Messages	Change Password
Content Providers	Quarantine	Log Out
Education		



The SmartEcosystem™ Dashboard also provides authorized users with access to SmartLink™ Investigator software. This software provides various manual and automated tools to aid investigation or discovery of criminal activity. By using SmartLink™, investigators can easily check for links between inmates and public individuals or other inmates using multi-path and multi-relation analysis.

As a secure, web-based application, authorized facility staff can access/utilize the SmartEcosystem™ Dashboard from any PC with an active Internet connection from anywhere, at any time – no software installation is required.

WEBB COUNTY SHERIFF'S OFFICE

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INMATE PHONE SYSTEM



Lower Rates, More Commission Revenue and Multiple Value-Added Technologies, Services and Benefits Provided at NO COST

Our goal is to provide inmates, and their family and friends with the lowest service rates, while providing our client partners with the most commission revenue and value-added services possible.

To accomplish this objective, Smart Communications is presenting five different financial offers to Webb County, each of which includes the following value-added technologies, services and benefits at **no cost**:

- SmartTablet™ and/or SmartKiosk™ Devices
- Patented MailGuard® Postal Mail Elimination System service
- Patented MailGuardLegal® Privileged Mail System
- Free Weekly Inmate Electronic Messages and Unlimited Free Attorney Messages and Legal Documents
- SmartRequest™ Digital Request and Grievance System
- SmartEd™ Inmate Education and SmartReentry™ Programming**
- SmartEntertainment Streaming Media Platform**
- SmartLaw™ Digital Law Library
- Jail Management System (JMS), Commissary and Related Systems Interfacing with Automated Information Service (AIS)
- SmartSummit™ Annual Technology Training Cruise
- Secure Network Infrastructure with Broadband Internet Service
- Hardware Installation, Software Upgrades and Routine Preventative Maintenance Visits
- Unlimited SmartEcosystem™ Dashboard and SmartLink™ Investigator Access
- On-Site Training and Refresher Training Throughout Contract Term
- 24/7/365 live, U.S.-based Customer and Technical Support

**Service application requires deployment of SmartTablet™ devices.

Smart Communications understands that many facilities rely on commission revenue from inmate communication system service use to sustain and enhance operations. We are always open to discussing financial offer modifications and alternatives, such as Minimum Annual Guarantees (MAGs) and Technology Grants. For details relating to Smart Communications' offers, please refer to "**C. Commission Offer**" and "**Cost Proposal/Financial Overview**" sections of this proposal.

"The no-cost, total inmate technology solution the Desoto County Sheriff's Office (DCSO) is receiving from Smart Communications has resulted in multiple benefits to inmates and staff.

DCSO inmates are also provided with free messages every week to help them stay connected with family and friends. MailGuard and MailGuardLegal are reducing labor costs and are helping to keep inmates and facility staff safe by eliminating any risk of contraband or bio-hazards from entering the DCSO jail facilities via postal mail.

Furthermore, as the DCSO's ITS and VVS provider, Smart Communications has dramatically reduced the costs of these services for inmates while guaranteeing the facility \$216,000.00 in annual commission."

Captain Jeff Jackson
Desoto County Sheriff's Office
(Hernando, MS)

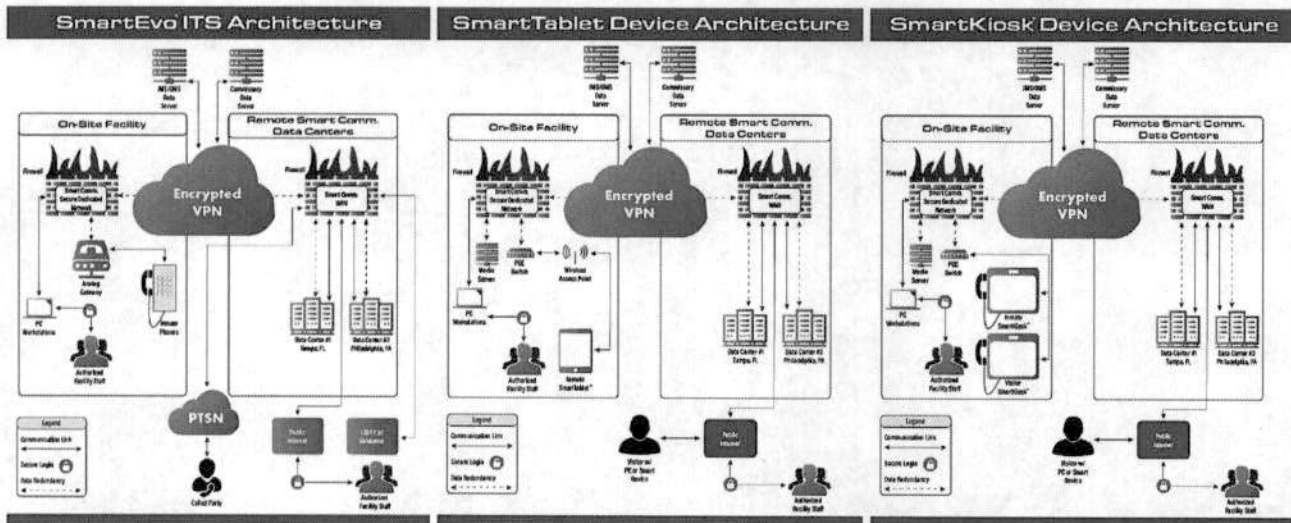


Immediate Data Access with Unbreached Network Security and Infrastructure

All call detail records, recordings and systems data are stored and encrypted at our secure data centers in Tampa, FL and Philadelphia, PA. These data centers host our technology infrastructure, including web servers, databases, media storage and software. Access to this facility is limited to IT staff with a specific need to enter.

These facilities utilize redundant Internet services, multiple power feeds, and provide battery backup and generator power in the event of an emergency. All network components are redundant with automatic failover to prevent unexpected downtime. The servers utilize internal redundancy, such as multiple power supplies on different electrical circuits, hard drives in RAID configuration, and teamed network connections to multiple network switches, in turn, connected to different electrical circuits and cross-connected to mesh traffic. Data at our central data center is backed up via an encrypted off-site backup service every four hours. Full service can be restored to another data center within 24 hours in the event of a catastrophe.

Our systems scale dynamically and do not impose a limit on the amount of data that can be stored. All call detail records and recordings will remain online and immediately available for the full duration of the contract or a minimum of one year, plus any retention period thereafter, as required by the facility.



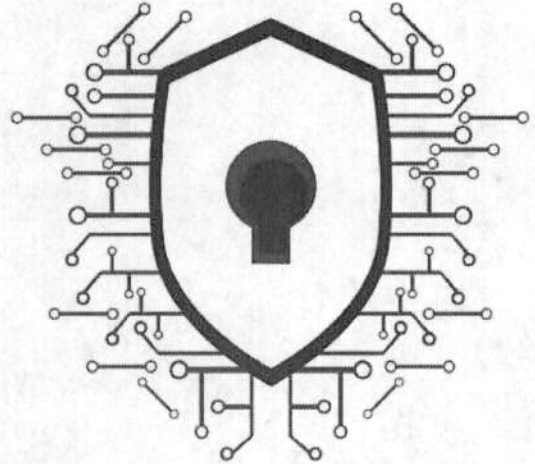
WEBB COUNTY SHERIFF'S OFFICE

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Smart Communications employs a multi-pronged approach to ensure proper security protocol is observed to protect data integrity:

- **Data encryption** – systems data is encrypted and backed-up on redundant Storage Area Networks (SAN) located in our data centers in Philadelphia, PA and Tampa, FL. Access to the system is further protected with a firewall and firewall rules to block unauthorized access attempts.
- **Deny-by-Default policy on all traffic** – nothing can traverse the network unless specifically allowed and enabled.
- **Tiered-role privileges** – our secure, web-based SmartEcosystem™ Dashboard allows the addition/removal of users and the assignment of different user security levels. Each function in the system can be assigned to a specific permission level or specific user for different levels of security clearance.
- **Audit logs** – all user activity, such as page views and database modifications, are logged in detail.
- **Vendor access** – Smart Communications limits access to the system and servers, providing access only to staff who require access to provide the proposed services.
- **End user security** – to utilize a device, an inmate must log in by entering their PIN. Public users must also log in to their [SmartInmate.com](https://www.smartinmate.com) account to utilize the communication services.



As a responsible correctional technology provider, Smart Communications routinely employs independent third-party technology firms to conduct extensive security/vulnerability assessments of our networks. These assessments are necessary to keep our partner's facility staff and inmate information safe and out of the hands of nefarious hackers. ***Smart Communications' networks have never been breached, a fact we are proud of and something many other correctional vendors can't honestly claim.***



**The Most Innovative and Experienced
Company in the Industry Looks Forward
to Partnering With You**

Smart Communications is a company of innovators personally invested in the technology behind the company. We are currently the fastest growing communications company in corrections with an 86% annual growth rate. This explosive growth is driven by earning client partner trust, listening to their needs, investing heavily in research/development and customer support, and developing innovative first-to-market devices and features. We are a true technology company consistently creating the new technologies that become industry standards that other vendors try to replicate.



We truly appreciate the opportunity to establish a partnership with Webb County by providing the integrated management and investigative tools, along with cutting-edge, low-cost communication systems, providing the automation efficiencies that result in a safer, contraband-free facility and a rejuvenated, better-connected inmate environment.

Thank you for your consideration and we look forward to being of service.

Respectfully,



Jon Logan
CEO - Smart Communications





B. RFP RESPONSE

6. INSTALLATION REQUIREMENTS

Turnkey Installation - Proposer shall be responsible for all costs associated with the inmate telephone system, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day- to-day operation. Webb County shall have no responsibility for any costs associated with the system.

RESPONSE: Acknowledged and agreed.

Proposer is responsible for determining all wiring and software requirements; costs associated with the conversion of service from current inmate telephone system providers to the successful new service provider. Successful proposer shall coordinate all details of switching out services with the current vendor.

RESPONSE: Acknowledged and agreed.

Successful proposer will also be responsible for providing Webb County with a time line of the conversion process.

RESPONSE: Confirmed. Please refer to "*Exhibit A: Implementation Plan Narrative and Timeline*" for details.

7. SERVICE AND SUPPORT REQUIREMENTS

Successful Contractor shall be responsible for maintenance support on a twenty-four (24) hour, seven (7) day per week basis.

Describe, in detail, your company's service and maintenance program. Include remote programming, diagnostics, downloading and trouble-shooting. Describe how the phones are polled, how often, and what information is gathered during remote diagnostics.

RESPONSE: Smart Communications provides dependable service from initial system design planning and implementation, through ongoing maintenance and support. All maintenance, support, training, and repair of our technologies and services will be provided to the County at *no cost*.

Technical and maintenance support services will be provided to the County by in-house Smart Communications departmental staff:

- **Account Manager**
- **Network Operations Center (24/7/365)**
- **Technical Support Center (24/7/365)**
- **Field Service Technicians**

Account Manager

Smart Communications will assign an Account Manager to serve as the lead point of contact for questions relating to the contract, customer support and the solutions provided. The Account Manager will also oversee the implementation process to help ensure a timely and successful delivery of solutions with minimal disruption of service.



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Network Operation Center (NOC)

Smart Communications' Network Operations Center (NOC) team utilizes an advanced monitoring application which continuously monitors/polls the health, security, integrity and conformance of our hardware and software deployed at each of our client partner facilities, including:

- Network devices
- Applications
- Cloud services, containers, virtual machines
- Log files
- Databases
- HTTP/HTTPS and Data from external API endpoints

This application issues an immediate alert to our network engineers whenever any type of deviation, non-conformance or anomaly is detected. Upon receipt of an alert, our network engineering teams immediately investigate the deviation and work towards correcting it. Most of the time, an issue relating to network health, security or integrity is identified and corrected remotely before it causes a problem that negatively impacts facility service. This 24/7/365 monitoring allows us to ensure our client partner facilities 99.9% network uptime.

If it is determined that additional technical support is needed, the NOC will contact the Technical Support Center (TSC). The NOC and TSC work together to further evaluate and work towards resolving the issue. If the issue cannot be resolved remotely, the TSC will contact the facility and Account Manager to coordinate the dispatch of a Field Services Technician (FST).

Technical Support Center (TSC)

Smart Communications' Technical Support Center (TSC) is located in Seminole, FL. Our highly trained, professional TSC staff is available 24/7/365 to assist the Agency should a service issue arise. Agency facility staff can reach our TSC via:

- **Toll-free Phone:** 844-346-0988
- **Email:** support@smartcommunications.us
- **Web Portal:** <https://manage.smartjailmail.com>

Our TSC manages all service requests via a ticketing system. When a service request is received, a TSC representative obtains the specifics of the service request and opens a ticket. Each service request ticket is assigned a priority level (P1, P2 or P3) based on the percentage of the service being adversely affected. The priority level assigned determines the target resolution time, client communications and updates, as well as the escalation path.

SERVICE REQUEST TICKET PRIORITY LEVELS AND ESCALATION PATHS

Priority Level	% of Service Affected	Response Time	Target Resolution	Client Updates	Escalation Path
P1	≥30%	2 hours	<8 hours	Every 3 hours	Immediately escalated up to Service Level 3 - VP of Network Operations
P2	≥5% <30%	4 hours	<24 hours	Every 6 hours	P2 issues not resolved within 24 hours are automatically escalated to Service Level 2 – Network Operations Manager
P3	<5%	8 hours	<48 hours	Every 24 hours	P3 issues not resolved within 48 hours are automatically escalated to Service Level 1 - Technical Support Manager

The TSC representative takes full ownership of the service request and will make every effort to resolve the service issue remotely within the designated timeframe(s). If additional support is necessary, the TSC

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representative will engage our NOC or engineering teams. If the service request cannot be resolved remotely, the TSC representative will contact the facility to coordinate the dispatch of a Field Services Technician.

Field Service Technicians (FST)

To meet our client's service response time requirements, Smart Communications employs numerous Field Service Technicians (FSTs) throughout the country. Our FSTs have an extensive technical background and are certified by Smart Communications to work on all the technologies and services we provide. Each FST is equipped with tools and an inventory of system components and replacement parts to help minimize repair/service times.

To further ensure reliability and optimum performance, Smart Communications provides our client partners with routine Preventive Maintenance service at **no cost**. Preventive Maintenance is performed by our skilled FSTs, and includes inspection and physical functionality testing of all hardware provided (phones, kiosks, tablets, charging stations, workstations, etc.). After contract award, Smart Communications will work with the appropriate County personnel to create a customized Preventive Maintenance schedule.

Additionally, our FSTs perform preventive maintenance whenever they are dispatched to the site for any reason. Upon resolving the primary issue, the FST performs a system check to detect any unreported issues. If any problems are identified, the FST addresses them during the same visit unless additional parts are required.

Immediate SmartTablet™ Replacement

Smart Communications will also provide the facility with a pool of spare SmartTablet™ devices to allow for a damaged or inoperable device to be immediately replaced. We also provide pre-printed shipping labels and boxes to return damaged/inoperable devices. Upon receipt, Smart Communications will send a replacement to replenish the spare device pool. Smart Communications provides all additional/replacement tablets to the facility at **no cost**, and we do not hold the facility liable for any SmartTablet™ device that sustains damage.

System Updates

Smart Communications is committed to delivering new technology and system improvements to our clients as they become available. Smart Communications plans for quarterly releases of major application upgrades, including a major version update, once a year. Hot issues or emergency feature requests are incorporated using the same strict development process and are released as system patches. In between scheduled updates, minor system patches are applied as needed to incorporate urgent client feature requests. System patches are also incorporated into the next quarterly release cycle. System patches and upgrades are provided at **no cost**.

All software enhancements and patches for all Smart Communications' components are developed and tested by our in-house software engineering and quality assurance teams. Dedicated and authorized service personnel are permitted remote access to the servers through firewall permissions which only permit access from our corporate network. Software updates are applied and tested. Each update has processes in place to back out and restore a previous version, if necessary. All software is version-controlled and devices report currently running versions back to a central management system.

Wherever "Maintenance" is specified in this section, it shall mean "Software and/or Hardware and/or other telephone equipment Maintenance, Support and repair and/or replacement requirements".

RESPONSE: Acknowledged and agreed.

All costs for maintenance, support, repair of all software and equipment will be borne by the successful proposer, and will not be deducted from any commissions.

RESPONSE: Acknowledged and agreed.

WEBB COUNTY SHERIFF'S OFFICE

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During the term of any contract awarded as a result of the RFP, successful proposer agrees to provide maintenance to diagnose problems, determine proper solutions and provide:

I. The implementation of any required solutions, changes, modifications, updates or other services which are necessary to allow the Software, Hardware and any other telephone equipment to perform in accordance with the specifications as set forth in the RFP.

II. Upgrade the Software and/or hardware to its required performance standards as required in the RFP.

III. Telephone support shall be available to accept calls regarding maintenance twenty-four (24) hours a day, seven (7) days a week. Describe the location of your technical services call center(s), and indicate whether, and under what circumstances, a maintenance call from the facility will ever be answered by a service representative located outside of the United States.

IV. Successful proposer shall respond to a telephone request for maintenance within four (4) hours after the initial notification.

RESPONSE: Confirmed. Smart Communications' proposed system is a turnkey package. We will provide all labor, hardware, software and network infrastructure to deliver and maintain a fully functional system in accordance with the specifications at **no cost** to the County for the life of the contract.

Our highly trained Technical Support Specialists are available 24/7/365 toll-free at 844-346-0988 or support@smartcommunications.us. Our Technical Support Center is headquartered in Seminole, FL. All calls are answered by a live, U.S.-based representative; none of our support services are ever outsourced. Smart Communications will respond to maintenance requests within the timeframe required.

Live operator telephone support shall be available to accept calls from inmate call recipients (friends/family) regarding customer service, billing, and prepaid account setup and funding twenty-four (24) hours a day, seven (7) days a week. Describe the location of your customer service call center(s), and indicate whether, and under what circumstances, a customer service call from an inmate call recipient will ever be answered by a service representative located outside of the United States.

RESPONSE: Confirmed. Friends and family of inmates who need assistance with the services we provide can contact our Customer Care Center 24/7/365 by calling our toll-free line at 888-843-1972. Our Customer Care Center is headquartered in Seminole, FL. All calls are answered by a live, U.S.-based representative. None of our support services are ever outsourced.

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8. CALL RATING AND COMMISSION ACCOUNTABILITY

A copy of current rates shall be on file with the County. County must be notified, in writing, of any proposed increases or decreases in the rates charged. County MUST approve increases/decreases in rate(s) prior to any change.

RESPONSE: Acknowledged and agreed.

Any change in Tariff (Increase or Decrease) which is not approved by Webb County in writing in advance of the change shall be grounds for termination of the contract.

RESPONSE: Acknowledged and agreed.

The commission offered to the County shall be based on total gross revenues, with no deductions for fraud, bad debt, uncollectible, unbillable calls. No deduction shall be made for any cost of providing the service described.

RESPONSE: Acknowledged and agreed.

Commissions shall be paid on all call types and tariff types: Collect, Direct Billed, Pre-Paid Collect, Debit and Debit Card, local, intrastate, interstate and international.

RESPONSE: Acknowledged and agreed.

Commissions shall be paid MONTHLY and shall be accompanied by an inmate telephone commission and summary report which shall include, at a minimum, the following information:

Date of Report

Time Period Covered

Total Number Calls by Call Type (collect, prepaid, debit, etc.)

Total Number Calls by Tariff Type (local, intrastate, etc.)

Total Number Minutes

Total Gross Revenue (as defined above)

RESPONSE: Confirmed. Commissions will be paid monthly and be accompanied by a Monthly Commission Report (example provided below). The SmartEcosystem™ Dashboard Reports utility offers detailed reports for the County to audit commission payments. These reports reflect real time data from every call attempted through our service and will include the required information outlined above. Any additional reports can be customized and made accessible via the SmartEcosystem™ Dashboard.

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Monthly Commission Report June 2021 <i>Date Generated: 06/01/22</i>						
Site ID: S001022088 Webb County Jail 1000 San Agustin Ave. Laredo, TX 78040						
Tariff Type	Call Type	Calls	Minutes	Gross Revenue	Commission Rate	Commission Earned
Local	Collect	TBD	TBD	TBD	TBD	TBD
	PrePaid	TBD	TBD	TBD	TBD	TBD
	Debit	TBD	TBD	TBD	TBD	TBD
Total Local	-	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	-	<i>TBD</i>
IntraLata	Collect	TBD	TBD	TBD	TBD	TBD
	PrePaid	TBD	TBD	TBD	TBD	TBD
	Debit	TBD	TBD	TBD	TBD	TBD
Total IntraLata		<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	-	<i>TBD</i>
Interlata	Collect	TBD	TBD	TBD	TBD	TBD
	PrePaid	TBD	TBD	TBD	TBD	TBD
	Debit	TBD	TBD	TBD	TBD	TBD
Total Interlata	-	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	-	<i>TBD</i>
Interstate	Collect	TBD	TBD	TBD	TBD	TBD
	PrePaid	TBD	TBD	TBD	TBD	TBD
	Debit	TBD	TBD	TBD	TBD	TBD
Total Interstate	-	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	-	<i>TBD</i>
International	PrePaid	TBD	TBD	TBD	TBD	TBD
	Debit	TBD	TBD	TBD	TBD	TBD
Total International	-	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	-	<i>TBD</i>
Total	Collect	TBD	TBD	TBD	-	TBD
	PrePaid	TBD	TBD	TBD	-	TBD
	Debit	TBD	TBD	TBD	-	TBD
Total	-	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>	-	<i>TBD</i>

	Call Type	Messages		Gross Revenue	Commission Rate	Extended Cost
	PrePaid	TBD		TBD	100.0%	TBD
Total Voicemail		<i>TBD</i>		<i>TBD</i>		<i>TBD</i>

Phone Voice Mail	TBD TBD
Total Commissions Due	TBD

Such payment shall arrive no later than 15 days following the calendar month for which commissions are being paid. All payments, along with the commission report should be mailed to the Webb County Sheriff's Office, 902 Victoria Street, Laredo, Texas, 78040 (Attention: Ms. Ana Luisa Quesada, Finance Director).

RESPONSE: Acknowledged and agreed.

WEBB COUNTY SHERIFF'S OFFICE

RESPONSE TO RFP #2022-003
INMATE PHONE SYSTEM



Failure to pay accurate commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP.

RESPONSE: Acknowledged and agreed.

System proposed MUST permit the first call attempt to complete and must provide the called party with immediate access to live customer service representatives for account setup. Such access must be accomplished by pressing a single key on the called party's telephone keypad. Although the called party may be provided a toll-free number to call for information or account set-up, this MUST NOT be the only alternative. Called party account set up must include various payment options such as: credit card, electronic check, Western Union, etc.

RESPONSE: Confirmed. The SmartEvo™ ITS provides proactive account set-up for called parties who are not able to accept collect calls. By default, when an inmate places the initial call to a phone number that is unable to accept collect calls, the SmartEvo™ ITS plays the following pre-recorded message to the called party:
"We are sorry, but your telephone number cannot receive collect calls from this facility [the inmate and facility name were announced when the called party originally answered] without prior arrangements with the telephone service provider. Please contact our Customer Care Center at 888-843-1972 or visit our website at www.SmartInmate.com at your earliest convenience. To repeat this information, press "0"."

If the "operator cut through" feature is enabled, the following message is also played to the called party:
"If you would like to speak to a Customer Care Center representative now, press "8"."

If the called party presses "8" on his/her telephone keypad, they will be connected to a live, Customer Care Center service representative to assist with account set-up.

If the "complimentary call" feature is enabled, the inmate can stay on the line and partake in a complimentary call with the called party. When the time allotted for the complimentary call has elapsed, the inmate is disconnected from the call and the SmartEvo™ ITS plays the following pre-recorded message to the called party:
"Your time for this complimentary call is over. Please remember that your telephone number cannot receive collect calls from this facility without prior arrangements with the telephone service provider. Please contact our Customer Care Center at 888-843-1972 or visit our website at www.SmartInmate.com at your earliest convenience. To repeat this information, press "0"."

Public users can make pre-payments for a specific phone number, pre-paid collect account or inmate account for any inmate communications services specific to this RFP in the following ways:

- Customer Care Center (Live Operators): 888-843-1972
- Interactive Voice Response (IVR): 888-843-1972
- Online: www.SmartInmate.com
- On-Site deposit kiosk (if installed)
- Western Union or money order

Commissions shall be presented in the proposal using the enclosed Commission offer form. Failure to complete this form will be grounds for disqualification of your proposal.

RESPONSE: Confirmed. Please refer to section "**C. Commission Offer**" and "**Cost Proposal/Financial Offer Overview**" for details.

Facility must have immediate access to rated call records on a real-time or near real-time basis. Once a call has ended, the rated call detail record should be available for reporting using the web-based inmate phone

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system. Remote report generation by the Contractor is not an acceptable alternative; intervention by the Contractor must not be necessary for authorized facility personnel to access rated call detail records.

RESPONSE: Commission reports accessible in the SmartEcosystem™ Dashboard reflect real-time data for inmate calls that have all been rated instantaneously. When an inmate lifts the receiver to make a call, an immediate connection is made to our carrier-grade network utilizing a direct connection from the facilities to our network. Upon termination of the call by either end, the call record is completed and rated in real time. This information is then immediately viewable by authorized County staff from the SmartEcosystem™ Dashboard Reports utility, making it impossible for Smart Communications or any other party to tamper with that data at any point. The SmartEcosystem™ Dashboard offers detailed reports for the County to audit commission payments. These reports reflect recordings from every single call attempted through our service – whether billed or unbilled. Any additional reports can be customized and made accessible via the SmartEcosystem™ Dashboard.

9. TECHNICAL REQUIREMENTS AND SPECIFICATIONS

The following identifies the minimum requirements of the desired inmate telephone system:

1. "State of the Art" technology and web-based equipment with multilevel password security access. The architecture shall be expandable to allow future growth.

RESPONSE: Confirmed. Our state-of-the-art SmartEcosystem™ Dashboard incorporates managed password control. Smart Communications will provide administrator access to our secure, web-based SmartEcosystem™ Dashboard which allows for the addition/removal of users and the assignment of different user security levels. The system will allow unlimited flexibility, allowing each function in the system to be assigned to a specific username and password for different levels of security clearance.

The SmartEcosystem™ Dashboard does not impose a limit on simultaneous users or access to system utilities. The expandable architecture can scale dynamically to meet performance and storage requirements, allowing future growth.

2. The Inmate Phone System shall process all Inmate Calls on an outgoing, station-to- station basis.

RESPONSE: Confirmed. The proposed SmartEvo™ ITS will provide collect station to station calling. The SmartEvo™ ITS can also provide Prepaid Collect and Prepaid Debit calling. All calls originating at the facility are outgoing and processed by an automated operator with no need for assistance from a third-party.

3. All phones shall limit one call per connection.

RESPONSE: Confirmed. The SmartEvo™ ITS prevents "hook-switch dialing" by limiting the inmate to one call per connection. There is no direct access to Public Switched Telephone Network (PSTN) dial tone and attempts to gain a second dial tone are not allowed. Once the hook switch is depressed, the SmartEvo™ ITS terminates the call. When the hook switch is released, a new call in the SmartEvo™ ITS begins with all SmartEvo™ ITS security and billing procedures in place to manage the new call.

4. No incoming calls shall be permitted.

RESPONSE: Confirmed. The SmartEvo™ ITS only allows outgoing calls. It is impossible to receive an incoming call through the SmartEvo™ ITS because IPVPN circuits are used to connect the facility to the data center so there is no interface/connection to a Plain Old Telephone System (POTS). Furthermore, the inmate telephones do not feature a call ringer or other way to indicate an incoming call.

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5. All Inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.

RESPONSE: Confirmed. The SmartEvo™ is a purpose-built digital switching platform designed to provide secured inmate calling services and features. All inmate calls are processed by an automated operator and the system does not allow access to a live operator at any time.

6. After the dialing sequence, the inmate shall be put ""ON HOLD". The inmate shall NOT be permitted to monitor call progress and shall NOT be allowed to communicate with the called party, until the call is positively accepted.

RESPONSE: Confirmed. By default, the inmate is placed on hold after their PIN is validated. The SmartEvo™ ITS will not allow communication with the called party until the call has been actively/positively accepted. Called parties must physically press "1" on their telephone keypad to confirm active/positive acceptance of a call before any communication with an inmate can take place.

7. The System shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.

RESPONSE: Confirmed. Before a call is positively accepted, called parties are provided the option of obtaining call type and rate details from the SmartEvo™ ITS automated operator.

During the call's initial greeting message, the automated operator will announce the following:

"To obtain call type and rate information for this call, dial "3" now."

When this option is selected, the automated operator will announce the following:

"The cost for this [call type] call will be [x] dollars and [xx] cents for the first [y] minute(s) and [x] dollars and [xx] cents for each additional [y] minute."

The automated operator also provides called parties with options to accept or reject the call:

"To accept this call, dial "1" now. To reject this call, dial "2" now."

Charges are only incurred once a call has been accepted by the called party.

8. The system shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility, and pre-recorded name of the inmate initiating the call. The system shall have, at a minimum, multi-lingual capabilities for English and Spanish.

RESPONSE: Confirmed. During the call setup process, the SmartEvo™ ITS plays a pre-recorded announcement to the inmate and called party that can be customized to suit the specific needs of the County. An example pre-recorded announcement informing the called party of a collect call is as follows:

"You have a collect call from {prerecorded inmate name}, an inmate at the [Customer's Detention Center Name]. If you accept this call, any attempt to use 3-way or call waiting will automatically disconnect the call. This call is also subject to being recorded or monitored, except for privileged communications between attorney and client. The cost for this call will be {x} cents for the first minute and {x} cents for each additional minute."

The SmartEvo™ ITS offers clear and concise voice prompts in English and Spanish. Inmates can select the desired language via prompts. Voice prompts are given in short sentences with meaningful operating instructions. Languages in addition to English and Spanish may be added at any time at **no cost** to the County.

9. The system must transfer the called party to the Proposer call center for account setup.

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RESPONSE: Confirmed. The SmartEvo™ ITS provides proactive account set-up for called parties who are not able to accept collect calls. By default, when an inmate places the initial call to a phone number that is unable to accept collect calls, the SmartEvo™ ITS plays the following pre-recorded message to the called party:

"We are sorry, but your telephone number cannot receive collect calls from this facility [the inmate and facility name were announced when the called party originally answered] without prior arrangements with the telephone service provider. Please contact our Customer Care Center at 888-843-1972 or visit our website at www.SmartInmate.com at your earliest convenience. To repeat this information, press "0"."

If the "operator cut through" feature is enabled, the following message is also played to the called party:

"If you would like to speak to a Customer Care Center representative now, press "8"."

If the called party presses "8" on his/her telephone keypad, they will be connected to a live, Customer Care Center service representative to assist with account set-up.

10. The system shall provide as a minimum the following security, control and investigative features.

A. Deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers. Allow the blocking of specific telephone number such as victims, witnesses, judges, and county staff.

RESPONSE: Confirmed. The proposed SmartEvo™ ITS provides complete control over all calls placed through the system and disallows 800/900/information/operator call options. In the early stages of placing a call, the ITS validates dialing patterns and specifically restricts certain prefixes such as 900, 800, 888, 700, 976, 411, 911, and common patterns such as "N11", "10XXX", "0" and "00". Additionally, the ITS allows for very specific blocking based on wild card patterns such as any "NPA" or "NPA-NXX" combinations. There are no limits to the number of wild card patterns that can be added to the system.

RESPONSE: The SmartEvo™ ITS provides full control of blocked number lists whether the number is blocked by inmate PIN, specific phones or system wide. Numbers can be blocked by the called party, a Smart Communications Customer Care Center representative or by authorized County staff. Before the called party accepts a call, they have an option to block further calls from the facility by dialing "7." Authorized staff can manage blocked numbers via the SmartEcosystem™ Dashboard "Restrict/Allow" page.

B. The system shall be capable of allowing free local calls to certain numbers such as Public Defender, Crime Stoppers, etc.

RESPONSE: Confirmed. The SmartEvo™ ITS can be configured to allow access to specified speed dials to numbers and/or designated voicemails for services such as PREA, Crime Tips (covert communications), requests (general, medical and grievances), Public Defenders and more. Calls can be routed to the internal, secure SmartEvo™ ITS Voicemail Exchange (VMX™) or to approved, designated external numbers. Smart Communications will configure such numbers/voicemails during installation at **no cost** to the County. Administrators can also utilize this feature to communicate important messages to a single inmate, specific group of inmates or all inmates simultaneously.

C. Ability to control call duration on the basis of time limits and time of day restrictions.

RESPONSE: Confirmed. The SmartEvo™ ITS provides the County with complete control over inmate call limits and configurations. Inmate calls can be limited by configurable minute increments, call duration, location, inmate account/PIN, telephone station, time of day and more. These configurations are established during installation and can be adjusted at any time by authorized staff via the web-based SmartEcosystem™ Dashboard.

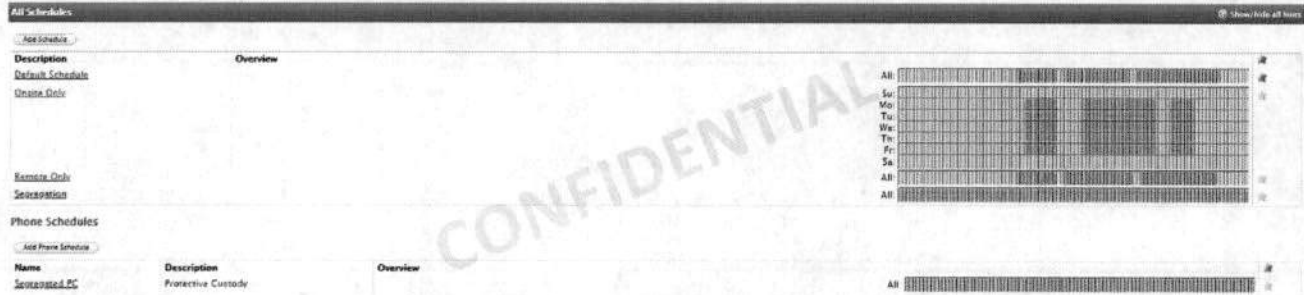
D. The ability to set time limits and calling hours for destination numbers.

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RESPONSE: Confirmed. Inmate calls can be limited to scheduled calling periods and can be configured facility-wide and by housing units, inmate phones, destination numbers and inmate PINs. These settings can be adjusted at any time by authorized County staff via the web-based SmartEcosystem™ Dashboard.



E. Provide the capability to assign and use ""PIN" management with the inmate telephone system.

RESPONSE: Confirmed. The use of Personal Identification Numbers (PINs) is an integral part of the proposed SmartEvo™ ITS. A unique PIN is assigned to each inmate, linking the inmate to a telephone account allowing them to make telephone calls. The PIN is created at the time of booking and is disabled at the time of discharge.

The inmate's PIN must be keyed in by the inmate at the beginning of each telephone call. The PIN identifies the inmate making the call, allowing investigators to track calls made by the inmate. All PINs are logged for the purpose of tracking, regardless of whether a call was monitored or recorded.

The County can choose one of the following three primary modes of PIN operation to a single phone or group of phones in a facility:

1. **Open PIN:** An "Open PIN" has no inmate-specific calling restrictions. Calls made by an inmate with an "Open PIN" are regulated only by global restrictions that apply to all inmate calls (e.g., blocked numbers, maximum call duration, etc.). For example, an "Open PIN" allows the inmate to call any number other than those globally blocked for all inmates. In this case, the PIN serves to identify the inmate caller for investigative and other purposes.
2. **Restricted PIN:** A "Restricted PIN" has inmate-specific restrictions assigned. Personal restrictions that can be assigned include personal allowed numbers (PANs) and personal blocked numbers. At the County's discretion, an inmate's personal restrictions can over-ride certain global restrictions.
3. **Closed PIN:** A "Closed PIN" is one that is suspended or deactivated for disciplinary or other reasons. The "PIN Lock-Out" feature of the SmartEvo™ ITS is used to block the inmate from making calls for a specified period of time, after which the system automatically reactivates the PIN. During the lock-out period, the system will not process a call attempt initiated with the suspended PIN. A deactivated PIN will remain deactivated until the specified reactivation date or manually reactivated by authorized staff.

The SmartEvo™ ITS provides a flexible suite to facilitate interfacing with third party systems such as JMS, OMS and inmate trust applications to allow automatic updates of the following:

- Automatic PIN Phone account creation during the booking process
- PIN Enable and Disable for release to court or other temporary inmate transfers
- Automatic housing relocation tracking
- Instant PIN Phone account deposits and credits

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F. The system must offer the option of voice biometric technology. This feature must be an integrated part of the call processing system and must offer related analysis tools and capabilities. Products which continue to analyze the voice throughout the length of the call are required.

RESPONSE: Confirmed. The SmartEvo™ ITS supports our proprietary voice biometrics system, specifically engineered for the corrections market. Our voice biometrics system is fully autonomous and does not require County staff to operate. When an inmate makes their first call through the SmartEvo™ ITS, they are automatically enrolled in the voice biometrics system. Clear voice prompts are used to guide inmates through the enrollment process. During the enrollment process, the SmartEvo™ ITS analyzes the inmate's speech pattern and vocal pitch and unlike other technologies, can detect an inmate's attempt to defeat the voice biometrics engine by blowing into the microphone on the telephone handset. To ensure optimal vocal recording clarity, active noise cancellation (ANC) is automatically activated to reduce/filter out background noise. The voice biometric data captured during the enrollment process is stored in the SmartEvo™ ITS and is used to verify an inmate's identity whenever they place a call.

Our Voice Biometric technology also utilizes an internal, real-time system to monitor and continuously analyze each voice on every call. This process continuously compares the biometric samples of any inmates present on the call; it simultaneously determines the likelihood of the individual being the party indicated by the PIN used and any potential voice matches of other inmates that may be on the call. Details of the analysis are retained for review and reporting after call completion, and the analysis can be rerun from the call recording to verify the results. Real-time alerts can be configured to signal the detection of non-valid parties on a call that meet a preset confidence threshold.

G. The system shall provide an integrated capability to monitor, record, store, and retrieve inmate phone conversations on a real time basis and retrieve conversations. Recordings must be stored online for the entire contract period plus any extensions, with the option to archive to DVD.

RESPONSE: Confirmed. All non-privileged SmartEvo™ ITS calls can be monitored in real-time by authorized staff or investigators via the secure, web-based SmartEcosystem™ Dashboard. From there, they can view all calls in progress and select the call they wish to monitor. The user can elect to listen to the call live, rewind or pause the call audio.

The SmartEvo™ ITS can also record all inmate calls or be configured to selectively record calls based on inmate PIN, called numbers or inmate telephone station. The SmartEvo™ ITS can also be configured to disable call monitoring and recording on attorney phone numbers to preserve attorney/client privilege. If an attorney has accepted calls before informing the County that their number should be marked as privileged, the system will automatically delete any previous recordings as soon their phone number is marked as privileged. Call recordings are immediately accessible online via the SmartEcosystem™ Dashboard where authorized users can playback and/or download the call recordings; no additional hardware or software is necessary.

Recordings are downloadable in a compressed .mp3 format. Groups of call recordings can be assembled into a download set to help track calling. Download sets can be quickly shared with other staff members or investigators, eliminating the need to download the call recordings separately, transfer them to a media storage device (CD, DVD, USB Flash Drive, etc.) and send the media storage device from the facility. If call recordings must be downloaded and transferred to a media storage device, the SmartEcosystem™ Dashboard provides a simple point-and-click interface. The interface allows users to download one or a group of recordings and retain all pertinent call detail information with the recordings for ease of use at alternate locations.

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All call detail records and recordings are stored and backed-up on redundant Storage Area Networks (SAN) located in our data centers in Philadelphia, PA and Tampa, FL. These storage systems can scale dynamically with no limitation on total capacity. Our software systems do not impose a limit on the number of inmate records or call detail records that can be stored. All call detail records and recordings will remain online and immediately available for the full duration of the contract and beyond the contract if required. Backups can be fully automated and scheduled daily during off-peak hours.

H. Provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intra-lata, inter-lata/intrastate, or interstate), number of minutes of call reason for disconnect and total call charges. Reports must be available onsite to authorized County personnel, with no intervention from the Vendor necessary.

RESPONSE: Confirmed. The SmartEcosystem™ Dashboard is equipped with extensive Call Detail Record (CDR) and Analysis search tools that allows authorized County staff to generate a variety of standard and customized reports in real-time. Our in-house programming team is also available to develop customized reports to meet County-specific needs at any time and at **no charge**.

For more details, please see *"Exhibit B: SmartEcosystem™ Dashboard Overview and Sample Reports."*

I. Provide accurate summary revenue reports on site from any system workstation. Reports must include all call types (collect, prepaid collect and debit/debit card) and must reflect the total revenue for each call type, subtotaled by tariff type (local, Intra-LATA, Inter--LATA, Interstate, and International).

RESPONSE: Confirmed. Smart Communications provides a secure, web-based SmartEcosystem™ Dashboard for all administrative and reporting functions of the proposed system. The SmartEcosystem™ Dashboard is accessible to authorized users through any computer with an internet connection.

Our extensive Call Detail Record (CDR) and Analysis search tools can be used to generate a variety of standard and customized reports in real time. Data can be sorted by the available column headings. Once a report has been generated, it can be printed or downloaded as an Excel, PDF, CSV, HTML or RTF file.

The SmartEcosystem™ Dashboard includes the following built-in standard reports and features:

- **Call Summary:** number of calls based on call type; can be filtered by date range and sorted by date
- **Call Summary by Phone:** number of calls based on call type per phone
- **Phone Usage Statistics:** number of minutes a phone was used during a specified date range; includes number of call attempts, connections, acceptance and denials
- **Frequently Dialed Numbers:** phone numbers called during a specified date range based on a threshold; displays phone number, total minutes, number of attempts and call result (connected, accepted or denied); also links to CDRs and Inmate PINs used to place the calls
- **Multiple Inmate PIN Search:** phone numbers called by multiple Inmate PINs over a specified date range based on a threshold; links to CDRs and Inmate PINS used to place the calls
- **Inmate PINs of Special Interest:** PINs of inmates assigned to the County's watch list
- **Hot Number Call Detail Records:** CDRs for all phone numbers called on County-defined Hot Number/Special Interest watch list
- **Traffic Detail**

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- **Phone Number Search:** allows user to determine if a phone number is in the Global List or any inmate's Personal Allowable Number (PAN) list
- **Inmate PIN Balance Snapshot:** inmate's PIN balance at the time report generated; can be sorted by Inmate PIN or Name
- **Inmate PIN Balance:** inmates' PIN balances for a specified date range; displays Starting Balance and Ending Balance for date range specified
- **Inmate PIN Debit Transactions:** all Inmate PIN debit transactions for an inmate during a specified date range; can include Credits/Debits, CDRs and Message Fees; can be sorted by Date or Transaction Type
- **Inmate PIN Debit History:** PIN Debit transactions during the specified date range
- **Prepaid Collect (PPC):** transactions for Prepaid Collect (PPC) numbers during a specified date range; can include Call Charges and Fees
- **Inmate PIN Debit Sub Ledger:** PIN debit transactions by Payment type for a specified date range; can include Inmate Debit and Credit transaction types

The Call Search page features an extensive set of search parameters to allow users to locate CDR data of interest and generate customized reports. Users can save their Call Search page parameters to allow them to more quickly locate the data of interest or generate an updated customized report in the future.

CDR searches can also be filtered by:

- Facility (for multi-facility domains)
- One or more originating inmate phones
- Called number/multiple called numbers
- Inmate PIN, name or DOC number
- Completed calls only
- Specific call terminations or blocking codes
- Call type: Collect, Prepaid Collect (PPC), Inmate PIN Debit, Visitation Phone, Free, etc.
- Recorded calls only
- Calls with 3-Way call attempts detected
- Calls with extra DTMF dialing detected
- Date/time range
- Call duration

Please see "*Exhibit B: SmartEcosystem™ Dashboard Overview and Sample Reports.*"

J. The System shall be capable of producing detailed and summary reports which reveal inmate telephone activity, such as telephone numbers called by more than one inmate.

RESPONSE: Confirmed.

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K. Call Detail Records - Call records and recordings shall be stored online throughout the life of the contract. Alternate proposals of archive storage are not acceptable. Bidder must specify in their proposal where the call records and recordings will be stored, and where backups of either will reside.

RESPONSE: Confirmed. Smart Communications knows that call recordings are essential to an investigation and we take pride in the fact that no call recordings have ever been lost on our SmartEvo™ ITS. All SmartEvo™ ITS call detail records and recordings are stored and backed-up on redundant Storage Area Networks (SAN) located in our data centers in Philadelphia, PA and Tampa, FL. These storage systems can scale dynamically with no limitation on total capacity. Our software systems do not impose a limit on the number of inmate records or call records that can be stored. All call detail records and recordings will remain online and immediately available for the full duration of the contract and beyond the contract if required. Backups can be fully automated and scheduled daily during off-peak hours.

L. Inmate Messaging System - the facility may be interested in a system which allows inmates to send and/or receive short-duration messages (voice mail) to and from called parties. All messages are to be recorded and stored for investigative purposes within the call processing system. The called party or inmate may be charged a reasonable fee for each message.

RESPONSE: The SmartEvo™ ITS Voicemail Exchange (VMX™) feature allows family or friends to leave a voicemail message directly for an inmate to schedule a phone call or visitation, or check in and say "hello." This eliminates the need for facility staff to receive, manually record and relay these messages to inmates. Administrators can also utilize this feature to communicate important messages to a single inmate, specific group of inmates or all inmates simultaneously. Our solution is capable of recording and storing all VMX™ messages.

The public user is assessed a \$1.00 fee per voicemail. Smart Communications will provide the County with **100% commissions** on all voicemail revenue. There are no fees associated with administrative use of the voicemail system.

The VMX™ is fully integrated into the SmartEvo™ ITS and preserves all the pre-configured call controls. Security features include:

- All voicemail recordings are retained for administrative review/investigation purposes even after an inmate deletes a message
- Voicemail boxes can be locked by administrators
- Inmates are required to enter their PIN code to access their voicemail

M. The System shall offer unlimited secure, remote access capability from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access activity shall not impair system functionality or performance in any way."

RESPONSE: Confirmed. Smart Communications' SmartEcosystem™ Dashboard is web-based, allowing authorized staff to use any PC with a common web browser and active Internet connection to access and manage the SmartEvo™ ITS. Remote access provides the same features and functionalities, permitted by the user's level of access, that are available on the control workstations.