

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a IC Solutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and the Baldwin County Commission ("BCC") with its principle address as set forth on Exhibit A, attached hereto, , and the Baldwin County Sheriff's Office ("BCSO") having its Corrections Center located at the address set forth on Exhibit A, attached hereto (the "Facility").

1. **Term of Contract.** This Agreement shall commence upon the date inmates within the Facility begin placing telephone calls from the Equipment, which has been estimated to be 2-27-13 (the "Cutover Date") based on this Agreement being fully executed not less than 45 days prior to such date. This Agreement shall remain in force and effect for three (3) years from the date of the bid award. Upon termination of this Agreement, Facility shall immediately cease any use of any Equipment provided hereunder.

At the end of the three (3) year term of the Agreement, ICS agrees to provide service on a month-to-month basis on the same pricing, terms and conditions until the BCC can procure a new Contract through the ITB process.

The BCC may terminate the Agreement in the event of a material breach. The BCC will give a thirty (30) day written notice of the breach. If the specified breach is not corrected by ICS within thirty (30) days, the BCC will have the right to terminate this Agreement without further notice.

2. **Equipment.** This Agreement applies to the provision of Equipment by ICS within space provided by the BCC at each of the locations listed on Exhibit A, attached hereto (each a "Location"). The term "Equipment" is defined herein as telephone sets and 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 ICS installed upon the premises owned, leased or otherwise under the supervision of BCC or BCSO, shall remain in all respects the property of ICS. Notwithstanding the foregoing, any Equipment listed as Additional Technology on Exhibit B shall become the property of BCC at the end of the initial term of this Agreement. ICS shall provide software support & warranty for this Equipment throughout the initial term and each renewal term of this Agreement. ICS reserves the right to remove or relocate Equipment (Excluding Additional Technology), which is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to BCC. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** BCC and the BCSO 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 BCC or BCSO without the express written permission of ICS.
4. **Training.** ICS shall provide one full day of on-site training plus up to two hours of internet-based training at no cost to BCC or BCSO. Additional training may be provided upon BCC's request based on availability and quotation from ICS.
5. **Call Rates.** ICS 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. ICS 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. **Commissions to Facility.** ICS will install, operate and maintain Equipment at no charge to BCC or BCSO. ICS will pay BCSO the commission amounts set forth on Exhibit D, attached hereto (collectively the “Commissions”), in consideration of the BCC granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to BCC or BCSO on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

Commission checks must be submitted to the BCSO on a monthly basis, and must be accompanied by a report that itemizes by facility, minutes of usage, number of calls, total gross revenue, revenue for each telephone, and total commission. Commission payments must be made within forty-five (45) days after the closing of the billing cycle. Mailing Address for commission checks is set forth on Exhibit A, attached hereto.

7. **BCC or BCSO shall:**

- a. Advise ICS of any Location or related premise that has been closed.
- b. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- c. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- d. Provide suitable space and accessibility for inmates’ use of telephone services.
- e. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- f. Permit reasonable access by ICS to Facility’s Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- g. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. **Law and Venue.** The domestic law of the State of Alabama shall govern the construction, interpretation, and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Baldwin County of Alabama.

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 above unless otherwise communicated in writing.

10. **Entire Agreement.** This Agreement, including Exhibits A through D and the terms and conditions set forth in the Invitation to Bid (Bid #WG13-01), which is attached hereto as “Exhibit E”, constitute the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. In the event of a conflict between this Agreement, including Exhibits A through D and the Invitation to Bid as set forth in Exhibit E, the Invitation to Bid shall govern. Any orders placed by BCC or BCSO hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The BCSO represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the locations covered by the Agreement and

that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

11. **Risk of Loss.** ICS shall relieve BCC and BCSO of all risk of loss or damage to Equipment during the periods of transportation and installation or operation of the Equipment.
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.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS 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 otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
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; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** ICS shall at all times indemnify and save harmless the BCC and BCSO and their departments, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at ICS's expense defend on behalf of the BCC and BCSO and its departments, officers and employees, either or all, any suit brought against them or any of them, arising from any such cause.

The obligations of ICS under this paragraph shall not extend to the liability of the BCC or BCSO and their departments, their agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the BCC or BCSO departments, their agents or employees provided such giving or failure to give direction or instruction is the primary cause of the injury or damage.
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 ICS, BCC and the BCSO shall be construed and enforced accordingly.

18. **Special ADA.** ICS 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. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to BCC or the BCSO.
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.
20. **Warranty.** Subject to BCC AND BCSO's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to BCC in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. BCC or BCSO shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As BCC's sole and exclusive remedy, ICS shall, at ICS' 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 defective Equipment; or (d) promptly refund any amounts paid to ICS by BCC with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS 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 ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY BCC, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

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.** 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 or in accordance with any applicable laws, rules or regulations. ICS understands that the BCC and BCSO are public entities which are required to produce public information.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to BCC and BCSO a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by BCC or BCSO. Such license is specific to the BCC or BCSO and Location(s) for which the ICS 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 BCC or BCSO to Use the Enforcer[®] software will expire and terminate. BCC OR BCSO will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] 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, ICS 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: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from BCC.

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:

Inmate Calling Solutions, LLC ("ICS")

Brendan Philbin
(Signature)

Brendan Philbin
(Printed Name)

Vice President
(Title)

1-15-13
(Date)

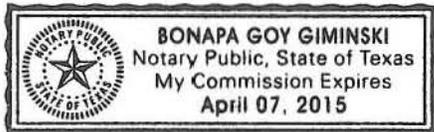
State of Texas)

County of Bexar)

I, BONAPA GOY GIMINSKI, a Notary Public in and for said County and State, hereby certify that Brendan Philbin, whose name as Vice President of Inmate Calling Solutions, LLC, d/b/a ICSolutions, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she as such officer and with full authority, executed the same voluntarily for and as an act of said limited liability company on the day the same bears date.

GIVEN under my hand and seal on this the 15 day of JANUARY, 2013.

[Signature]
Notary Public
My Commission Expires 4/7/15



ADDITIONAL SIGNATURE AND NOTARY PAGES FOLLOW

Baldwin County Commission ("BCC")

Tucker Dorsey

(Signature)

Tucker Dorsey

(Printed Name)

Chairman

(Title)

1/16/13

(Date)

ATTEST:

David A. Z. Brewer

DAVID A. Z. BREWER



State of Alabama)

County of Baldwin)

I, *Monica E. Taylor*, a Notary Public in and for said County, in said State, hereby certify that, Tucker Dorsey, whose name as Chairman of the Baldwin County Commission, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

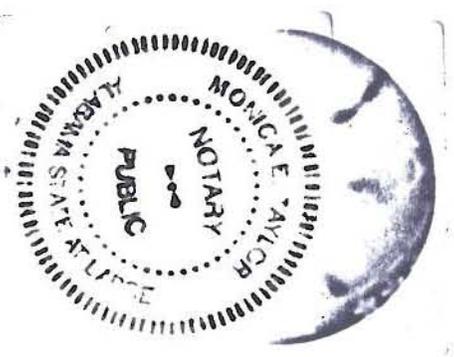
Given under my hand and official seal, this the day of *January 16*, 2013.

Monica E. Taylor

Notary Public

My Commission Expires

My Commission Expires 09/05/2016



Baldwin County Sheriff's Office "BCSO)

[Handwritten Signature]
(Signature)

Hoy Hoss Mack
(Printed Name)

Sheriff
(Title)

1-16-13
(Date)

State of Alabama)
County of Baldwin)

I, [Handwritten Signature], a Notary Public in and for said County, in said State, hereby certify that, Hoss Mack, whose name as Sheriff of Baldwin County, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal, this the day of 16th Feb, 2013.

[Handwritten Signature]
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 28, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Exhibit A – Locations

Principle Business Address (used for all notices hereunder):

Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama, 36507

Service Locations:

Location Name

Address

Baldwin Corrections Center

200 Hand Avenue
Bay Minette, Alabama, 36507

Equipment to be shipped to:

Baldwin Corrections Center

200 Hand Avenue
Bay Minette, Alabama, 36507

Commissions to be paid to:

Baldwin County Sheriff's Office
Finance Division
111 East 4th Street
Bay Minette, Alabama, 36507

Exhibit B – Equipment & Services

Equipment:

- ✓ Centralized Call Processing
- ✓ 51 x Stainless Inmate Telephones
- ✓ 13 x Visitation phone pairs
- ✓ 1 x Workstation
- ✓ 1 x Printer
- ✓ 2 x TDD\TTY devise
- ✓ 4 x Adtran 924e IP Gateways
- ✓ 1 x Cisco Managed Switch
- ✓ 1 x APC UPS unit with Power Management Module
- ✓ 4 x 66 Terminal Blocks
- ✓ 1 x Rack, Cables & Connector Package

Services:

- ✓ JMS Integration
- ✓ Pre-Call Validation Voice Print
 - Optional : Upgrade to Investigator PRO - \$0.25 per Call Non-Commissionable License Fee
- ✓ Nexidia Word Search
- ✓ Inmate Voice Mail
 - \$1.00 per Message \$0.50 Commission to Facility
- ✓ Automated IVR

Exhibit C – Call Rates

The following rates apply to all calls from Facility locations:

<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$2.75	\$0.00
IntraLATA	\$2.25	\$0.30
InterLATA	\$2.25	\$0.30
Interstate	\$3.95	\$0.89
International*	\$4.00	\$1.00

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international (Debit and Debit Card only).*

A standard fee of \$6.95 shall apply to all PrePaid Account funding events. Refund fees shall be waived. A Billing Statement Fee of \$2.49 shall be applied to monthly billing cycles that include collect calls.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Exhibit D – Commissions

ICS shall pay to Facility a Commission of **84.1 %** of the gross revenue generated for all call types from Facility's locations with a guaranteed minimum average Commission of \$55.00 per inmate per month.

Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

"ATTACHMENT E"

INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, ("Commission"), Alabama, will receive bids in the Purchasing Office on November 14, 2012 at 11:00 A.M., for the Installation, Service and Operation of the Inmate Telephone Service for the Baldwin County Corrections Center. Bids will be opened on November 14, 2012 at 11:30 A.M., in the Purchasing Conference Room located at 257 Hand Ave., Bay Minette, Alabama. Bids received after the November 14, 2012 at 11:00 A.M. deadline will not be considered. All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at the Baldwin County Purchasing Conference Room located in the Annex III Building at 257 Hand Avenue, Bay Minette, AL., on Wednesday, November 7, 2012 at 11:00 A.M., Central Standard Time. ALL INTERESTED BIDDERS MUST ATTEND. Vendors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of TWENTY-SEVEN (27) pages. Bidders shall verify that have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Officer, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation to Wanda F. Gautney in writing or by e-mail (wgautney@baldwincountyal.gov) in sufficient time for a reply before submission date of bids. The Commission cannot, and does not, guarantee that such inquiries sent by mail or e-mail will be received timely or prior to the required submission date and time. It is the responsibility of the bidder to contact the Purchasing Officer, Wanda Gautney at (251) 580-2520 if a reply is not received.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with a county official will be only as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder or bidder regarding this bid, **between the date of this invitation to the date of bid award**, shall be deemed and treated as an attempt to unduly influence the bid award, and may be grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

BIDDER QUALIFICATIONS

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non confidential evidence or documentation is encouraged to be submitted with the Bid Package

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All out-of-state bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

PREPARING THE BID

Bids must be typed or hand written in ink. A bid submitted in pencil is unacceptable. The Bid Guarantee and Bid Response Form must be the original paperwork; copies are not acceptable. All required paperwork must be received in the sealed Bid Package.

These specifications exhibit the general intent and purpose of Baldwin County regarding this bid; and they shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail. The bidder also agrees that the work and materials not indicated, or expressly mentioned in these specifications, but which are

reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work the same as if fully and expressly indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled "**EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,**" and shall be attached to the front of the bid inside the Bid Package. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate the bid evaluation and tabulation, bids should be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:

(1) Cost using material as specified.

(2) Cost using material as specified of at least 25% recycled material, if available.

It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when in compliance with all other terms and conditions of the Alabama Competitive Bid Law.

IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS \$10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED \$10,000.00, WILL BE INCLUDED WITH THE BID. Such bid guarantee shall be in the form of a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, or Letter of Credit. **No exceptions will be allowed.** In the event that a bidder is unable to, or does not, accept the bid award, the bid guarantee may be forfeited to the County at the County's discretion.

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the Financing Agency will be held to the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the Bidder at the County's discretion.

Bidders that are returning a **NO BID** statement shall write on the outside of the Bid Package, the **Bid Number (i.e. WG13-01) with "NO BID"** written underneath. The Bid Package will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda Gautney, (mailing) 312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507. The Commission cannot guarantee that bids sent by mail or courier will be received will be received

on or before the bid opening day and time as required. Bids received after the deadline shall not be accepted and shall be returned.

All bids received must be in a sealed envelope plainly marked, "WG13-01" "INMATE TELEPHONE SERVICES." Bids submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

The Baldwin County Commission, at its discretion, may offer an extension of the Contract awarded to the successful bidder for an additional period not to exceed twelve (12) months or until such time that a new contract can be bid and awarded. Any extension will be at the same prices, terms and conditions. Any extension must have the written approval of both the County and Awarded Bidder within sixty (60) days prior to the expiration of the original contract.

All factors stated in this invitation package will be considered in determining the successful bidder, and any omission(s) of the stated requirements may be cause for rejection of the bid (s), all as determined solely by the Baldwin County Commission.

The County Commission reserves the right to study bids as to their correctness and may award the bid within a thirty (30) day period but the County Commission reserves the right to extend the bid award for an additional thirty (30) days until an award decision can be made.

The Baldwin County Commission reserves the right to reject any, and all bids, to waive any informality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975.

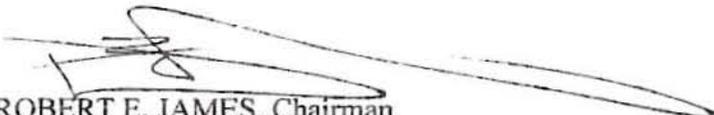
More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

"(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . ." §39-1-1(f) Code of AL 1975.

“(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1 (g) Code of AL 1975.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting therefrom. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

Done this 16th day of October, 2012.


ROBERT E. JAMES, Chairman
Baldwin County Commission

BID #WG13-01 SPECIFICATIONS

PURPOSE

The purpose of this Invitation to Bid (ITB) is a solicitation by the Baldwin County Commission for bids from qualified vendors of inmate telephone service to provide inmate telephone equipment and related services at the correctional facility supervised by the Sheriff's Department.

Equipment, products and services which are not specifically requested in this Bid that are necessary to provide the functional capabilities proposed, shall be furnished.

The purpose of this Bid is to ensure a fully operational, flexible, secure and reliable inmate telephone system and to provide the County the means to ensure the lawful and legitimate use of the system. The provision of inmate telephone services is considered a critical service element and the system's quality, performance and reliability of service are high priority to the County.

The County is requesting bids to provide Inmate Telephone System & Services at the Baldwin County Corrections Center. A turn-key fully operational system, which will provide Local, Inter LATA and Intra LATA service for which a commission will be paid to the Baldwin County Sheriff's Office for all calls processed by coinless telephones. This method of providing service will include a single primary contractor with end-to-end network and equipment responsibilities. Sub-contractor relationships will be permitted and encouraged to obtain and maintain end-to-end service.

DEFINITIONS

Vendor: Refers to the vendor of the proposed equipment and services.

County: Baldwin County Corrections Center

A. GENERAL

The following requirements are mandatory. Vendors are required to submit documentation (with their Bid Response) their proposed system capabilities to meet these requirements.

In addition to meeting or exceeding the requirements defined herein, the successful bidder will provide current specifications for all hardware and software, a full description of optional and standard features and a list of at least five (5) contact agencies who have been using the proposed system in a similar size environment as the Baldwin County Corrections Center.

It is not Baldwin County's intention to pay any charges, either to the successful bidder or sub-vendor for the establishment of this service, removal of existing service and equipment, and adding/deleting future equipment as identified by the Baldwin County Corrections Center.

The successful bidder must provide for a local inmate telephone repair service that is acceptable to the Baldwin County Corrections Center. Said repair service shall be capable of repairing, modifying, installing, removing and reprogramming of the installed equipment and shall have adequate inventory of repair and/or replacement parts. Repairs must be completed within 24 hours of report to the vendor by the Baldwin County Corrections Center. In the event of a 50% or greater systems failure, the vendor must respond within 4 hours of report by the Baldwin County

Corrections Center and have the system operational within 24 hours, unless the Baldwin County Corrections Center agrees to an extension. The inmate telephone provider will provide the Baldwin County Corrections Center with a toll-free, 24 hour, 365 day telephone number to report repair or maintenance problems. The inmate telephone provider will provide a toll-free telephone number for the inmates' family members to call regarding their telephone bills. System must NOT require on-site intervention for re-boot. System must not require replacement fuses, batteries, and other peripheral hardware.

1. Each Vendor must prepare a written bid. All pages of the response must be numbered. ITB's must be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item must be interpreted as non-responsive. Vendors must respond to all paragraphs and submit the following:

- Letter of Transmittal
- Vendor Qualifications
- ITB Specification Responses
- References
- Financial Statement
- Rates and Commission (Completed Schedule B)
- Installation Plan
- Account Support Narrative

2. An authorized representative of the Vendor must sign each ITB response. Additionally, it should include the name(s) of the person(s) authorized to negotiate with Baldwin County.
3. **Original and three (3) copies of the ITB response**, written clearly and legibly, must be submitted in a sealed envelope plainly marked on the outside "**COMPETITIVE BID #WG13-01 - INMATE TELEPHONE SERVICES.**"
4. The ITB responses must be received by the Baldwin County Commission on or before the date and time shown on page 1 of the invitation to bid documents. Responses not received by this date and time will be automatically disqualified from consideration.

A. 1 VENDOR INQUIRIES

If additions, deletions, modifications or clarifications to the ITB become necessary, the changes will be noted by written addendum to the Vendors. Nothing presented orally during Vendor inquiries or pre-bid conference will modify or alter the specifications. All inquiries concerning this ITB should be sent to:

Ms. Wanda Gautney, Purchasing Officer
Baldwin County Purchasing Department
312 Courthouse Square Suite 15 (mailing)
257 Hand Avenue (physical)

Bay Minette, Alabama 36507
wgautney@baldwincountyal.gov
Phone: (251) 580-2520
Fax: (251) 580-2536

A. 2 AWARD

The County will review all ITB responses to ensure compliance with the specifications. Vendor may be excluded from further consideration for failure to comply with the specifications of the ITB.

The County reserves the right to accept or reject any or all bids, or to waive any informalities and irregularities in bids received whenever such rejection or waiver is in the interest of the County.

To insure specified performance of the proposed system, the County reserves the right to require a finalist(s) demonstration/presentation of system.

Bid award will be to the Vendor that is determined best able to provide the services described in the ITB at the highest commission to the County.

All companies responding to this ITB must disclose any and all fees that may be charged to any customer for any service offered to an inmate as part of their response to this ITB.

The Commission to be paid is based on any and all gross revenue, collected or not, generated by the use of the inmate phone system either directly or indirectly, by any party. That revenue includes but is not limited to phone calls, video calls or communication, text, email and any other services that may be offered.

A. 3 PERFORMANCE BOND

All vendors shall submit a **\$10,000.00 Bid Bond** with their Bid Response. The awarded vendor shall provide the County a **\$40,000.00 Performance Bond** within 30 days after the contract is awarded. A company licensed to do business in the State of Alabama shall issue the said bond. The inability to provide a performance bond shall disqualify the contractor from installing their system and the vendor shall forfeit their bid bond. The performance bond shall be required for the length of the contract.

A. 4 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

A. 5 INSURANCE REQUIREMENT

The awarded Contractor shall take out and maintain, during the life of the Agreement, such Bodily Injury Liability and Property Damage Liability Insurance while performing work covered by the Bid from any and all claims for damages for bodily, injury, including accidental death, as well as any and all operations under the Agreement, whether such operations be by the contractor, or by any Subcontractor or by anyone directly or indirectly employed by either. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1,000,000.00. The Baldwin County Commission, its' Departments and it's employees shall be named as additional insured.

A. 6 CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has been approved by the County, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

A. 7 COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case an class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, it's Departments and it's employees shall be named as additional insured

A. 8 HOLD HARMLESS PROVISION

The contractor shall at all times indemnify and save harmless the County and it's Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and it's departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications. Or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

A. 9 PRIME CONTRACTORS RESPONSIBILITIES

Vendor will assume responsibility for delivery of services and performance, regardless whether or not the Vendor subcontracts any of these items listed in the IIB. The Vendor will be the sole point of contact regarding contractual matters, including performance of installation, services and maintenance of the equipment. Vendor will be totally responsible for all obligations outlined

under this ITB. The Vendor cannot resale the original contract without the permission of Baldwin County.

A. 10 TIME OF COMPLETION

Work shall begin within forty-five (45) days after award of contract unless otherwise notified. Project must be completed within sixty (60) days after work begins.

A. 11 EQUIPMENT ACCEPTANCE

Final acceptance for each equipment item furnished under this contract may be subject to testing after completion of the installation. Acceptance criteria shall be comprised of an inspection of product installation so as to assure compliance with this ITB and construction and electrical codes according to the normally accepted standards of workmanship, as well as performance testing of the system and its components to assure compliance with contractual specifications and requirements. Work or materials not in compliance with the specifications shall be repaired, removed, or replaced, at the expense of the contractor.

B. CONTRACTUAL RELATIONSHIP

Nothing contained herein creates any contractual relationship between the County and the Vendor, contractor, sub-contractor, or supplier. However, bidding statements contained in the response of the successful vendor and the technical service requirements contained herein will become part of the Contract for the equipment, installation and services.

B. 1 Contract Term

The contract resulting from this ITB shall be for a period of three (3) years to begin on the date of bid award. At the end of the Contract, Vendor agrees to provide service on a month-to-month basis until the County can procure a new Contract through the ITB process.

B. 2 Termination

The County may terminate the resulting agreement in the event of a material breach by the Vendor. The County will give a thirty (30) day written notice of the breach. If the specified breach is not corrected by the Vendor within the thirty (30) days, the County will have the right to terminate this agreement without further notice.

B. 3 Licensing, Certification, and Other Statutory Requirements

It is the responsibility of the Vendor to meet and obey all applicable Federal and State Licensing and certification requirements. This will be done at the Vendor's expense, with no expense to the County. All applicable federal, state, and local laws, rules and regulations governing telecommunications service contracts will apply to the Contract throughout and be deemed incorporated into the Contract.

B. 4 Installation/Disconnection

The County will unilaterally determine the locations as well as the need for future installations and disconnects. Successful Vendor will be responsible for all costs associated with the installation or disconnection throughout the term of the Contract.

B. 5 Present Inmate Telephone Service

Global Tel*Link is currently providing Inmate Telephone Service for the Baldwin County Correctional Center. The Correctional Center has an average daily population of 668.

B. 6 Miscellaneous Requirements

1. Each Vendor should enclose a copy of the terms and conditions of their standard Contract.
2. Vendors should make every attempt to use technological terminology in their bid that is common to the industry and technology used by the County. Comparable terminology may be substituted where appropriate if the Vendor provides clear and concise definitions.
3. The County will not be liable for any of the costs incurred in preparation and presentation of the bid.
4. Any material submitted by the Vendor that is considered confidential in nature must be clearly marked as such.
5. Vendor is required to state compliance with each requirement as contained herein.

C. VENDOR QUALIFICATIONS

C. 1 Experience

Vendor must be experienced in providing phone services to large customers with at least 100 stations in one location and must have an installed base of no less than 100 inmate telephone systems. Response to this paragraph must be a full capability statement, including, but not limited to the following:

1. Years and nature of experience in telephone business.
2. Certified financial statements. Vendor must show proof of profitability and financial stability.

C. 2 References

Vendor must provide a list of 5 current customer references that the County may contact. **IT IS NOT ACCEPTABLE TO RESPOND THAT VENDOR'S CUSTOMER REFERENCES ARE PROPRIETARY INFORMATION.** Vendors are advised that references will be contacted without further consent or approval of the Vendor.

C. 3 Subcontractors

If any part of the work is or will be subcontracted, the Vendor must provide the name and address of the subcontractor within the bid response. All subcontracted work will be bound by the same terms as contained in the Contract. Vendor will be held responsible for all work performed by the subcontractor.

D. TECHNICAL REQUIREMENTS

D. 1 Purpose and Intent

The purpose and intent of this bid is for the provision of approximately 51 existing fixed inmate telephones and 26 visitation phones at the Baldwin County Corrections Center.

Vendor must propose equipment, local, intralata and interlata services. Vendor should propose a package including installation, maintenance and payment to the County of monthly commissions. Vendor must inspect each installation site and provide replacement telephones, enclosures and panels as needed.

D. 2 System Configuration

1. The inmate telephone system proposed by the Vendor must be a turnkey, Non-Coin Telecommunications Service.
2. The proposed inmate telephone system at the Baldwin County Corrections Center facilities must be capable of completing station-to-station and/or person-to-person collect calls from inmates.
3. The proposed inmate telephone system must not require any electrical outlets at the actual telephone set locations.
4. The system should have the capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week and storing the call recordings for the length of the contract.

D. 3 Instruments

- i. If the telephones are replaced, Vendor must install new inmate stations made of heavy gauge steel construction with armored keypad and lexan type handset. All units must be

provided with a 18 inch handset cord, which will withstand 800 pounds of longitudinal tension. Each station must be secured with special security type screws. Keyed locks must not be acceptable. Telephones must be in full compliance with Americans with Disabilities Act (ADA). Vendor must provide catalog cut sheet of proposed telephone instruments.

2. Inmate telephone sets must be wall mounted, of stainless or equivalent tamper-resistant durable construction.

D. 4 Access

1. The inmate telephone system must provide outgoing collect service with no access to direct dialed or operator handled service.
2. The system must be restricted to outgoing calls only, no incoming calls are allowed.
3. Facility officials must retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.
4. The system must be capable of accepting changes in a central location that have immediate effect on all sites. PIN's, allowed number lists and blocked number lists should be controlled from a central location for data consistency.
5. All telephones must be FCC registered and Contractor's current FCC number must be provided as part of the bid response. Vendor must submit a detailed description of all specific features offered.
6. The system proposed must be designed to use only an automated operator to place inmate calls. The system should provide clear voice prompts to complete calls without the use of an operator. Vendor must provide a clear description of all automated operator services that will be used for Inmate calls.

D. 5 Calling Instructions

Each telephone shall have easy to follow voice instructions for the type of calls allowed. In addition, voice prompt instructions will be provided to the inmate in up to ten (10) languages chosen by the County.

D. 6 Problem Reporting Capabilities

The proposed system should have automated problem reporting system that provides visual notification to the Vendor when issues arise. Vendor must be required to fully describe those capabilities in response to this paragraph. Vendor must notify the County of any failures immediately with an estimated restoration time. Vendor will provide updates every four hours until service is restored.

D. 7 Call Blocking

The system must be capable of blocking an unlimited number of individual numbers. Vendor must state the method and quantity of telephone numbers the system can block. Blocked numbers must be able to be entered at a central location and have immediate effect either at the facility level or system-wide.

D. 8 Call Branding

All collect calls placed from the Baldwin County Corrections Center on the inmate telephones must be capable of being identified to the called party as follows:

“This is a collect call from, _____ (Inmate speaks name or system plays inmate’s pre-recorded name) an inmate at Baldwin County Corrections Center.”

The system should provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving.

In addition, the system must have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate and that the call is being monitored and/or recorded.

D. 9 Answer and Termination Detection

The telephone system must record the method in which the call was accepted or denied. Further, the system must record the method in which the call was terminated. This information must be contained within the call detail records (CDR) and be included in call detail reports.

D. 10 Call Detail Reports

1. The inmate telephone system must provide full call detail records for use in administrative and investigative purposes. The inmate telephone system memory should be capable of all call record detail for the length of the contract.
2. Call detail reports should be available to the County on a real time basis via the on-site terminal. The records must provide the following minimum information on all outgoing calls:
 - A. Time of day originated and terminated
 - B. Station number originating call
 - C. Number dialed
 - D. Line or Trunk group and trunk number call route
 - E. Duration of call in minutes and seconds
 - F. Method of call termination

- G. Location of the station originating the call
 - H. Cost of the Call
3. All call detail records must be collected and stored real time at a central, secure location with redundancy.
 4. The proposed system must provide to facility personnel the following reports, displaying, and printing both real time and historical detail records.
 - A. Calls from a specified inmate phone
 - B. Calls to a specified destination number
 - C. Calls from a group of inmate phones
 - D. Calls of a certain type (e.g. free calls)
 - E. Calls through a particular trunk line
 - F. Calls with recorded conversations
 - G. Calls with attached Notes
 - H. Calls with keywords found in Notes
 - I. Calls of a specified duration
 - J. Calls for a specified inmate PIN
 - K. Calls with a specified Start or End code
 - L. Completed calls
 - M. Incomplete calls
 - N. Incomplete calls that validated
 - O. Locked calls
 5. Samples of call detail reports must be provided.
 6. The inmate telephone system must be able to generate frequency reports including origination number, destination number, inmate PIN, and trunk identification number.

D. 11 Call Length Control

Facility officials must be given total flexibility to limit the length of calls placed by inmates, e.g. 15 minutes. The inmate must be warned prior to disconnecting that the call time limit is about to expire. The system must provide the ability to set such time limits at the pin and station level, as well as globally across the system.

D. 12 Call Supervision

1. The inmate telephone system must provide live-monitoring capability via a line indicator at a central location with which facility personnel should have the ability to select any access line by issuing a simple keystroke command. This capability must be provided from any workstation to any facility.

Neither the called party nor the inmate should detect an audible indicator that would warn him/her that the line is being monitored.

2. All call monitoring should be available via the inmate telephone system workstation. No other equipment should be required. Each workstation shall have access to the activity of any site in a system.
3. The inmate telephone system should allow users with the appropriate password level to terminate an inmate call in progress instantly from the PC workstation.
4. System users with the appropriate password level should have the ability to break-in on a specific inmate call in progress and talk to both parties (the inmate and the called party).

D. 13 Call Validation

1. All calls must be validated at a central location, on a real time basis to eliminate access to blocked numbers, cellular telephones, payphones, pagers or other unacceptable numbers.
2. The system must be designed to eliminate any and all access to a live operator.
3. PIN's, allowed number Lists and blocked number lists must be part of the validation process and maintained centrally.
4. A method for completing calls to CLEC customers (e.g. unbillable numbers) in real time must be provided. The system must provide a method for completing calls to CLEC customers on the first and subsequent calls. Please explain how your system accomplishes this requirement.

D. 14 Controlled Access

1. The proposed inmate telephone system must provide facility officials with a means of controlling general access to telephone services. The system should provide a means to set telephones and groups of telephones in or out of service at predetermined times. Vendor must describe in detail how this will be accomplished.
2. Facility officials must have the capability of shutting down all telephones in a cellblock, all telephones in the entire facility or all phones system-wide from a single central interface.

D. 15 Fraud Control

1. Aid in controlling fraudulent use of the telephone network must be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing.
2. The County will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls must be the sole responsibility of the Vendor.

3. The system must have the capability to detect the dialing of additional DTMF's following call connection. Upon detection, the system should play a warning message to the inmate and the called party.
4. The system must provide the ability to detect and flag three-way calls. Facility personnel should be provided with the ability to mark the call as a three-way call, disconnect the call, or both.

D. 16 Inspection Audit and Maintenance of Reports

1. The Vendor must maintain books, records and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
2. The County or their representatives must have reasonable access, for the purpose of examination, to any books, documents, papers and records of the Vendor as they may relate to this Contract.
3. The County may cancel any resultant Contract for refusal by the Vendor to allow reasonable access to all documents, papers, or other materials originated or received by the Vendor in conjunction with this Contract.

D. 17 Maintenance Diagnostics

1. The system software should be designed to interrogate the system to perform continuous self-test diagnostics without County personnel intervention.
2. When the system detects a problem, a visual notification should immediately be displayed to the support staff in the vendor's maintenance center.
3. Vendor must include with submitted bid clear, concise information describing the operation of the diagnostic system.

D. 18 Network Access

1. Vendor must provide an interface that allows control, monitoring, ability to listen to recorded conversations and PIN administration from a central location. Changes made through this interface must take effect immediately. Describe in detail how this will be accomplished.
2. Describe in detail the process a call would follow including voice prompts, validation process, and acceptance/denial process.

D. 19 Inmate PIN System

1. The inmate telephone system must be capable of assigning a unique PIN for each inmate. Each PIN should be between six (6) and fifteen (15) digits in length. The system must provide an automated PIN setup feature that allows an inmate to set up his own PIN account. Please describe the system's ability to provide this feature in detail.
2. Call duration, call velocity (# of calls allowed within a specified time frame), programmable free calls and phone usage periods must be programmable by individual inmate PIN.
3. Each inmate PIN must have the ability to have an associated call allowed number list that includes telephone numbers the inmate is permitted to call.
4. The inmate telephone system must provide a method for inmates to automatically build their own allowed number list. Please describe the system's ability to provide this feature in detail.

D. 20 Officer Check – In

The system must have the capability of allowing corrections officers to “check in” from any phone in the system, entering his PIN number and creating a report log of the time, date, and location of the phone used to “check in”.

D. 21 Hot Number Alerts

The system must allow an administrator to designate “Hot” Pins and “Hot” destination numbers. When the system detects that a call is being made using any of these pre-programmed “Hot” Pins or destination numbers, the system must automatically call destination numbers designated by the County. These designated numbers should include direct-dial desk phones, officer cell phones, home telephones, and pagers. Alerts to any type of phone should prompt the recipient for a security code, and, after receiving a proper code, conference them into the call. The recipient should be undetected by the inmate and called party; however, they should have the ability to disconnect the call or cut into the call and talk to each party. Alerts to pagers should send information to the specified pager including the number being dialed, the Pin used in dialing, etc.

D. 22 Miscellaneous Telephone Equipment

Vendor must provide as part of this Contract all non-expendable miscellaneous equipment such as computer, printer, modems and system software necessary to allow facility officials to query, display and print individual inmate telephone activity. Equipment must be supplied with system software needed to interface with the Inmate Telephone System to perform such functions as traffic management, system

administration, call blocking and maintenance diagnostics. System software must be security level based and password protected.

D. 23 Operator Services and Voice Prompts

1. Automated operator services provided by the inmate telephone system must provide for a maximum of ten (10) languages. At a minimum, these language options must include English and Spanish.
2. If additional languages should be required, the system must be capable of providing automated operator voice prompts in up to ten (10) languages at no extra cost to the County. Modification or addition of languages must be made at no extra cost to the County.
3. Any voice prompt required during the operation of the inmate telephone must be clear and concise.

D. 24 Uninterrupted Power Supply (UPS)

Inmate Telephone Systems at the facility must be provided with an uninterruptible power supply (UPS). The UPS must prevent potential problems in the telecommunications system caused by power surges and spikes.

D. 25 System Integrity

1. It must be the responsibility of the Vendor to assure an operational system including any and all interfaces with the regulated common carrier and the availability of required central office facilities. By submitting a bid, the Vendor agrees that:
 - a. The Vendor is familiar with the local conditions under which this inmate telephone service system must perform.
 - b. The Vendor possesses the capabilities, hardware, and personnel necessary to provide an efficient and successful inmate telephone service system.
 - c. The Vendor agrees that they must be solely responsible for all services proposed. Notwithstanding the details presented in this ITB, it is the responsibility of the Vendor to verify the completeness of the requirements and their suitability to meet the intent of this ITB. Any additional necessity for services required by the Vendor to meet these specifications must be provided by the Vendor at no extra cost or decrease of commission to the County.

D. 26 Recording Requirements

The County requires the following recording features.

1. The inmate telephone system must provide a fully integrated recording component for use in recording inmate telephone calls. Inmate telephone administration, conversation monitoring, and conversation recording and playback should all take place from a single workstation.
2. The system should utilize current technology in hardware, specifically hard disk drive arrays for long and short-term storage. These arrays should be configured for maximum performance.
3. The system must utilize self-contained, hard drive call record storage. DAT tape and other off line or "near-line" methods are not acceptable. Call records must be easily retrieved. This process must be simple as well as expedient.
4. The recording system must store call recordings for the length of the contract on-line for immediate retrieval without requiring PCSO personnel for media changes. Must provide Baldwin County Corrections Center access to the data for a period of one (1) year after the end of the contract.
5. For playback purposes, the recording system must provide the facility personnel the ability to search by individual PINS, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones.
6. The system must provide a playback history list of a recorded call(s) to determine every user that has listened to the recorded call.
7. The system must provide the hardware and software to allow recorded calls to be transferred to a CD or other electronic medium for transport and replay on any computer with audio capabilities. The transferred record must include the call record detail (time and date of the call, PIN number, destination number, etc.).
8. All recordings from every site must be available on-line via the workstation interface so system-wide investigations may be performed from a central location. This process shall not require more than one login by an authorized user.

Additionally, the Vendor should provide details for each of the following items as they pertain to the proposed Recording system:

Security Envelope:

Recorded conversations stored in the system must provide security measures to ensure that they have not been tampered with. This security must extend even to recordings that have been transferred to external CD medium and or transmission by e-mail. The vendor must provide expert testimony regarding security of the call recordings if required.

Call Lock Feature:

Via a workstation, the system must allow administrators to “lock” call recordings to ensure their retrieval beyond the on-line storage period. Once a call recording is locked, it must be available on-line until unlocked.

Search and Play Parameters:

Via the workstation, the system must allow administrators to search for calls completed and recorded during a specific time period, calls placed at a specific inmate telephone, calls placed to a specific destination number, or calls made by phones assigned to a specific group.

Playback of recorded calls from remote locations via the workstation shall commence within 10 seconds of selection by the operator. Playback of recorded calls shall not require any media change.

Live Monitoring/Remote Monitoring:

The inmate recording system must allow for live monitoring in real time, without any interference to existing recording operation. This feature should be available locally over the workstation PC’s speakers, as well as remotely to a telephone number specifically designated by the system administrator. Additionally, the County wishes to have the capability while monitoring, to terminate the call from the phone keypad. Monitoring must not be detectable by the callers.

Hot Number Alerts:

The system must allow an administrator to designate “Hot” PINs, or “Hot” destination numbers. When the system detects that a call is being made using any of these pre-programmed “Hot” PINs or destination numbers the system must automatically call destination numbers designated by the County. The system must be capable of calling facility personnel when a specific number is being called from the facility. The system must allow system administrators to add or remove destination numbers from the hot list using an onsite workstation provided by the system vendor. When personnel receive an alert call from the system, they should be prompted for a security code and then immediately be able to monitor the call in progress. The system must allow the chain of three numbers to be called in sequential form to alert facility personnel. The system must allow the person monitoring the conversation to terminate the call in progress should the need arise.

Reports:

The inmate telephone system must provide system administrators with the capability to print reports directly from the search screen. After selecting parameters such as origination number, destination number, date, time, keywords, or group, the system must be able to provide a return a list of calls matching the criteria. The system must allow this list to be printed in report format. Additionally, the system must provide the ability to produce call count reports as well as frequency reports based on the above listed criteria.

Attaching notes to Call Detail Records:

System users must be able to attach a note document to any call record for the purposes of inclusion of information such as the case number or other investigative data. This note should

become a permanent part of the call detail record and have the capability to be saved to disk and used in word processing programs such as Microsoft Word and still retain the formatting. In addition, the inmate telephone system should have the capability to conduct searches on the information contained within the notes, i.e. case number, inmate name, etc.

User Password System:

Security must be maintained by a multi-level password system based on user access requirements. The system should allow users to be assigned pre-set security levels, or allow the flexibility to assign individual access permissions based upon specific job requirements. These permissions should include, but not be limited to, access to inmate accounts, monitoring, call searching, etc. Those users with the administrator level password must have the ability to set user access parameters for other users according to security requirements. Passwords expiration date that the administrator can set. Administrator should be able to identify users by name and location. Vendors must describe in detail how their password security system is managed, including samples of user setup screens.

User Log:

As a security precaution, the system must provide a user log. Only those users with administrator level access should be able to review the user log. The log must include user access to the system, the time and date of each access, and the action taken during the user access.

Prepaid Calling

The inmate telephone system must provide prepaid calling features respective to the called party. The prepaid system must allow calling to CLEC numbers, and other numbers that might otherwise not be allowed. Any commissions calculated as part of an accepted proposal must include all prepaid calls.

Called Party Prepay

The inmate telephone provider must provide a prepaid calling system for any called party based upon the called party's individual telephone number with the following features:

1. The system must have the capability to automatically establish a prepaid account to the called party via a credit card (VISA/MasterCard) during the call without the interruption of a live operator.
2. The system must provide an "auto-dialer" to place an automated operator call to numbers that have been attempted from the facility, but blocked for billing reasons. The automated operator process must then provide the called party with the option of establishing a prepaid account.
3. The successful vendor must staff an account management group to receive inbound calls for customers who wish to have a prepaid account established for them.

D. 27 Visitation Phone System

Vendor must provide 26 inmate visitation phone stations which are recorded by the inmate calling platform. Visitation phone recordings must be stored on line for immediate access by County personnel for the length of the contract.

E. ACCOUNT SUPPORT

E. 1 Billing

All call records must be downloaded daily directly to the billing company. Vendor must describe this process in detail in response to this paragraph, specifically how tampering with call records is addressed and eliminated.

E. 2 Commission Payable

The proposed commission payable must be based on Vendor's total gross billings for all calls placed on the Inmate Telephone System. For the purpose of this ITB, total gross billings must be defined as total calls placed on or through the Inmate Telephone System, billed at the rates authorized under Vendor's bid, as accepted by the County or as subsequently modified pursuant to the bid specifications. Call detail records must be provided for all calls placed on or through the Inmate Telephone System. All such calls must be billed in the manner outlined above. There **must** be no deduction or credit given for any expenses, allowances, bad debts, disconnects, unbillable calls, or uncollectible calls or which otherwise do not result in revenue to the Vendor. Additionally, there **must** be no deduction of commission made for prepaid calls regardless of prepay method. Vendors are cautioned that the commission payable to the County will be based on the total gross billings as defined above with absolutely no deductions or credits given to Vendor. The commission quoted by each Vendor should be calculated accordingly.

E. 3 Tariffs

1. Vendor must be required to respond to Schedule B, Proposed Pricing and Commission Schedule to calculate and project the commission payable to the County based on the typical month call type, volume and call length information provided in Schedule A.
2. Response to this paragraph must include a copy of Vendor's current approved tariff schedules and predominant carrier schedule. Vendor must include in this response a statement whether the tariff used to calculate projected revenue is State approved or pending approval and state any applicable time of day discounts intended to be used.
3. Vendor must calculate and project commission payable to the County requested in Schedule B based on tariffs for all local calls.

E. 4 Commission Checks

Commission checks must be submitted to the Sheriff's Office on a monthly basis, and must be accompanied by a report that itemizes by facility, minutes of usage, number of calls, total gross revenue, revenue for each telephone, and total commission. Commission payments must be made within forty-five (45) days after the closing of the billing cycle.

E. 5 Narrative of Account Support

Vendor must submit a detailed narrative describing Vendor's currently existing account support staff, offices, equipment and software. If Vendor proposes to add additional account support in order to meet the specifications contained in Section D, Vendor should describe specifically how its present account support would be supplemented.

F. INSTALLATION, TRAINING, TESTING AND ACCEPTANCE

F. 1 Implementation

Vendor shall provide a detailed plan respecting all aspects of the system implementation process, including system production, installation, acceptance, and training.

The County will provide a single point of contact for the Vendor during the installation phase of the contract and Vendor shall do same. Vendor will cooperate fully with any reasonable scheduling requirements issued by the County. Vendor will be responsible for keeping the County informed of their progress at all times. All software and hardware as proposed must be installed and fully operational per manufacturer's specifications for such equipment within forty-five (45) days after bid award.

F. 2 TELCO Coordination

The Vendor must be responsible for all coordination with the local Telephone Company regarding installation and maintenance of lines. However, the Vendor is not to order, or place in service, any equipment or facility that would result in charges to the County, without prior written County authorization.

F. 3 Training

The Vendor must provide training to make facility personnel familiar with the operation of the inmate telephone system and all auxiliary services at no extra cost to the County. This training should be coordinated as part of the overall implementation plan. The Vendor must describe its training philosophy and provide a detailed training plan in response to this section.

F. 4 Existing Equipment Replacement

It is anticipated the one-for-one replacement of Inmate telephones in their current locations at the Baldwin County Corrections Center can be accomplished without substantial disruption of service or damage to County property. Vendor should describe how this would be accomplished. Damages caused by the installation of equipment must be repaired at the expense of the Vendor.

F. 5 Acceptance

The County reserves the right to test equipment and service for satisfactory performance for a period of thirty (30) days. After the test, in the event that the equipment and/or service is not acceptable, the County will notify the Vendor in writing and give the Vendor thirty (30) days to bring the equipment and service to a satisfactory level. If the equipment and/or service remain unsatisfactory, the County reserves the right to terminate the Contract and change Vendors. The Vendor must commit to providing service in the interim until the new Vendor can replace equipment, at which time the Contract becomes terminated. Vendor must state compliance with this paragraph.

G. MAINTENANCE AND ONGOING SUPPORT

G.1 Maintenance Support

Vendor must provide twenty-four (24) hour telephone access with local or toll free number for full maintenance support for all stations and will be responsible for providing coordination of repairs on local/intralata/interlata services. Vendor must comply initially as well as in future years with all applicable state and federal regulatory changes without cost to the County. Any and all repairs must be performed at the Vendor's expense during the term of the Contract. A record of downtime by telephone must be retained as to the frequency, type and duration. Vendor's response to this paragraph must include a discussion of parts availability.

G. 2 Maintenance Response

Vendor must submit a detailed response plan and escalation procedure for "out of service" situations. However, at a minimum, if more than half of the installed phones are out of service in a given facility, Vendor must respond within four (4) hours and provide status updates every four (4) hours until resolution of the issue is attained. Non-emergency issues, or issues that do not impact multiple inmate phones or system access, should receive response within less than thirty-six (36) hours.

G. 3 Maintenance Force Experience

Vendor must designate in bid response whether maintenance is to be provided by Vendor personnel or by subcontractor. The experience level of the entire maintenance force must be detailed. As a minimum, the maintenance force personnel must have three years experience in the maintenance and repair of inmate and pay telephones.

G. 4. Onsite Review

Vendor must coordinate and conduct bi-annual onsite performance reviews. These reviews must encompass, at a minimum, current service level, responsiveness, system performance, feature functionality, operational issues, contract compliance, commission payments and calling rates.

H. ITB REQUIRED RESPONSES

All paragraphs of this ITB require a response of “agree” or “disagree” unless further information is requested. If you disagree, please provide an explanation and an alternative if applicable.

BID #WG13-01 RESPONSE FORM

Inmate Telephone Service

Page 2 of 2

PROPOSED RATES AND COMMISSION SCHEDULE

Please provide your proposed inmate calling rates for the following rate types. Include mileage bands where applicable.

Local _____
IntraLATA _____
InterLATA _____
Interstate _____

Provide your proposed commission offer to the County for the following call types. Also include your proposed commission offer for prepaid calls.

Local _____
IntraLATA _____
InterLATA _____
Interstate _____
Prepaid _____

Total Commission Percentage \$ _____

Installation Time: _____



CERTIFICATE OF LIABILITY INSURANCE

1/1/2014

DATE (MM/DD/YYYY)

1/16/2013

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

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

PRODUCER Lockton Companies, LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B : Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : Great Northern Insurance Company	20303	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED 1357689 Inmate Calling Solutions, LLC dba ICSolutions 2200 Danbury Street San Antonio TX 78217														

COVERAGES CENGR **CERTIFICATE NUMBER:** 12143077 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	N	N	██████████	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	██████████	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	██████████	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER 12143077 Baldwin County 312 Courthouse Square Suite 12 Bay Minette AL 36507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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