

ORIGINAL

**BALTIMORE COUNTY, MARYLAND
CONTRACT**

THIS AGREEMENT made this 19th day of November, 2010, (the "Agreement") is by and between Baltimore County, Maryland, a body corporate and politic, (hereinafter "County") and **Inmate Calling Solutions, LLC d/b/a ICSolutions, 2200 Danbury Street, San Antonio, TX 78232, 82-0559085** (hereinafter the "Contractor").

WHEREAS, the said Contractor, hereby covenants and agrees to perform all services and deliver all goods, in strict and entire conformity with the Attachment A entitled, "Services and/or Scope of Work to be Performed", "Goods To Be Provided", and any Purchase Order subsequently issued and the Request for Proposal, No. P-035, as amended, and the Contractor's response, any amendments or revisions thereto, and the e-mail dated September 16, 2010 containing answers to questions posed to ICSolutions (collectively, the "Bid").

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the Contractor shall pay the County, a commission, as set forth herein, for inmate phone services in accordance with this Agreement, the other attachments hereto (Attachment A, Scope of Work; Attachment B, Insurance; Attachment C, Contract Affidavit; Attachment D, Rates and Fees) and if applicable, the Bid and the Purchase Order all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), then the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. Contractor's Duties.

The Contractor shall be an independent Contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall perform the services and provide the goods outlined in Attachment A hereto. The Contractor's services and/or scope of work to be performed and goods will be provided with due care and in a manner satisfactory to the County and in accordance with all applicable standards.

2. Compensation.

2.1 In consideration of the services to be provided by the Contractor, the Contractor shall pay the County a commission of 62% of the revenue from all call types, including but not limited to collect, pre-paid collect and debit calls. Uncollected or un-collectible calls are not to be subtracted from the gross revenue base for the purpose of determining the commission payment.

2.2 The Contractor shall, on the 15th of every month, submit a check for the amount owed

to the County, made payable to Baltimore County, Maryland and mailed to the Office of Budget and Finance, Room 149 Attn: Pat Bruno, 400 Washington Avenue, Room 148, Towson, MD 21204, in accordance with the commission set forth in the Proposal.

2.3 The Contractor shall submit commission checks to the County, monthly on proper and legal binding form. The Contractor shall provide call detail records to backup and confirm call revenue as required by the Detention Center and shall reflect the:

- Local revenue, local minutes, local calls
- IntraLATA revenue, intraLATA minutes, intraLATA calls
- InterLATA revenue, interLATA minutes, interLATA calls
- Interstate revenue, interstate minutes, interstate calls
- Commissions paid by call type by phone number
- Summary of all calls listed above provided by the 10th of the month for the preceding month.

3. Term.

3.1 This Agreement shall be effective when executed by the County and shall continue through 12/31/2013 (the "Initial Term"), at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to this Agreement. In lieu of exercising any renewal option, the County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 90 days, on the same terms and conditions, by providing written notice of its intent to extend to the Contractor. In the event the County elects to extend this Agreement, the Contractor shall continue to pay the County the commissions, for inmate telephone services, in the manner prescribed in Paragraph 2 hereof. In the event any extension changes the terms and conditions set forth herein, including but not limited to, a change in the compensation, approval of the Baltimore County Council may be required.

3.2 The County reserves the right to renew this Agreement for two (2) additional one year periods, on the same terms and conditions set forth herein. The County will automatically renew this Agreement at the end of the Initial Term and each renewal term (except the last) unless it provides written notice of non-renewal to the Contractor prior to the end of the then current term. Unless set forth in a written amendment, the commission and manner of payment set forth in Paragraph 2 shall remain unchanged. In the event any renewal changes the terms and conditions set forth herein, the approval of the Baltimore County Council may be required.

4. Contractor's Representations and Warranties. The Contractor hereby represents the following:

4.1 The Contractor is a limited liability company, duly formed and validly existing under the laws of the State of California and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The Contractor and the person executing this Agreement for the Contractor each warrant that he is the person set forth in the Procurement Affidavit with the authority to execute and seal this Agreement on the Contractor's behalf.

4.4 The services and/or scope of work to be provided under this Agreement shall be performed competently and with due care, in accordance with all applicable laws, codes, ordinances, regulations and licensing requirements and free from defects in workmanship and materials, as applicable. The parties understand and agree that this Agreement is for providing equipment and services and for reimbursement of commissions.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services and/or scope of work and provide the goods, as applicable, required pursuant to this Agreement, and shall present such licenses to the County upon its request for the same.

4.6 The Contractor has delivered to the County such written financial statements, schedules or reports in such form and containing such information and accompanied by such documents as requested or required by the County concerning the financial condition of Contractor. Such documentation fairly and accurately represents the financial condition of Contractor as of their date and the results of its operations for the period then ended. There has been no material adverse change in the financial condition of the Contractor or the results of its operations since the date of such financial statements, schedules or reports.

4.7 All representations and warranties made in the Procurement Affidavit, the Bid response, the Contract Affidavit, attached hereto as Attachment C and incorporated herein, and this Agreement remain true and correct in all respects throughout the term of this Agreement.

5. Termination for Convenience.

5.1 The County may terminate this Agreement, in whole or in part, without cause, by providing written notice thereof to the Contractor at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the Contractor in writing. The Contractor acknowledges that the absence of a reciprocal right of termination for convenience does not render this Agreement illusory or unenforceable.

5.2 In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The County shall be paid commission fees for all calls and transactions up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

6. Insurance.

The Contractor shall provide evidence of insurance as required by the County pursuant to the insurance requirements attached hereto as Attachment B in form and amounts acceptable to the County. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such

documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.

7. Default. The term "Default" as used in this Agreement shall mean the occurrence or happening, from time to time, of any one or more of the following:

7.1 Representations and Warranties. If any representation or warranty, expressed or implied, of the Contractor and pertaining to this Agreement shall prove at any time to be incorrect or misleading in any material respect either on the date when made or throughout the term of this Agreement.

7.2 Compliance with Covenants and Conditions. If the Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this Agreement.

7.3 Performance of Contractual Obligations. If the services and/or scope of work hereunder are not performed in good faith and in accordance with the provisions of this Agreement.

7.4 Bankruptcy. If the Contractor becomes insolvent or generally does not pay its debts as they become due, or if a petition for relief is filed by the Contractor in a bankruptcy court, or if the Contractor applies for, consents to, or acquiesces in the appointment of a trustee, custodian, or receiver for the Contractor or any of its assets and property, or makes a general assignment for the benefit of creditors; or in the absence of such application, consent, or acquiescence, a trustee, custodian, or receiver is appointed for the Contractor or for a substantial part of the assets and property of the Contractor and is not discharged within thirty (30) days; or any bankruptcy, reorganization, debt arrangement, or other proceeding or case under any bankruptcy or insolvency or any dissolution or liquidation proceeding is instituted against the Contractor and is consented to or acquiesced to by the Contractor or remains for sixty (60) days undismissed; or the Contractor takes any action to authorize any of the actions described in this subsection.

8. Remedies for Default.

8.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

- a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
- b. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under this Agreement, including but not limited to, calling upon any security, letter of credit, or bond and any other action authorized or permitted by applicable law; regulation, or equity.

9. Remedies Cumulative and Concurrent.

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or

by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

10. Confidential Information.

The Contractor shall not disclose any documentation and information of any kind or nature disclosed to the Contractor in the course of its performance of duties hereunder without the express prior written consent of the County.

11. Conflict of Interest.

The Contractor represents and warrants that there exists no actual or potential conflict of interest between its performance under this Agreement and its engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension or renewal thereof, the Contractor shall immediately advise the County in writing thereof.

12. Assignment.

12.1 Neither the County nor the Contractor shall assign, subcontract or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. The Contractor further agrees to provide a minimum of ninety (90) days' written notice to the County prior to entering into any bankruptcy, merger or consolidation where the surviving entity will be unwilling or unable to accept the Contractor's obligations hereunder, to enable the County to procure the goods or services elsewhere. In the event the cost of procuring such alternate goods or services increases the cost to the County, and/or delays delivery time of any product, in addition to any other remedies available to the County, the Contractor shall pay to the County, as damages, any additional costs incurred.

12.2 Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

13. Delegation of Duties.

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

14. Indemnification.

14.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney fees which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

14.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney fees

which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the Contractor's work under this Agreement.

14.3 Unless notified by the County in writing to the contrary, Contractor shall provide defense for County, its employees, agents and officials in accordance with this Article 14. Contractor shall allow County to participate in said defense of County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with County in all aspects in connection therewith.

15. Integration and Modification.

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

16. Fee Prohibition.

The Contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this Agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement. If any suit, claim, or demand shall arise concerning such a fee, the Contractor agrees to indemnify and hold harmless the County, from all such claims, suits or demands.

17. No Partnership.

Nothing contained in this Agreement shall be construed in any manner to create any relationship between the Contractor and the County other than expressly specified herein and the Contractor and the County shall not be considered partners or co-venturers for any purpose on account of this Agreement.

18. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland and Baltimore County, Maryland.

19. Recitals and Conflicting Terms.

19.1 The Recitals are hereby incorporated into this Agreement. The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is also hereby incorporated and made a part of this Agreement, provided, however that any preprinted terms and conditions of any purchase order or other ordering document issued by the County in connection with this Agreement that are in addition to or inconsistent with the terms and conditions of the Agreement, shall not be binding on the Contractor and shall not be deemed to modify this Agreement.

19.2 In the event of a conflict between the Bid (including standard specifications) and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

19.3 If a conflict arises between the provisions of this Agreement and any Purchase Order, the provisions of this Agreement shall prevail.

20. Severability.

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

21. Time is of the Essence.

TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

22. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

23. Discrimination Prohibited.

23.1 In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this Agreement, the Contractor shall not:

a. Fail or refuse to hire, or discharge, any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test;

b. Limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test; or

c. Request or require genetic tests or genetic information as a condition for hiring or determining benefits.

23.2 All solicitations or advertisements for employees shall state that the Contractor is an equal opportunity employer.

24. Reports / Information/Inspections / and Audits.

24.1 The Contractor shall furnish the County with the following reports including, but not limited to: detailed usage, call types, revenue and commission reports, and other information as requested for investigative purposes.

24.2 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and copying by the County, its

employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits. Contractor shall retain all records, information, and documentation of the Contractor related to this Agreement, including but not limited to, all contracts, invoices, payroll, and financial audits for at least three (3) years after the termination of this Agreement.

24.3 The County may request the Contractor, at the expense of the Contractor, to have performed an independent audit of the Contractor's financial information including, but not limited to, balance sheets, statement of revenue and expenses, and receipts and disbursements. The independent auditor selected shall be subject to the approval of the County.

25. Notice.

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following address and individual or at such other address and/or such other individual as a party may identify in writing to the other party:

FOR THE COUNTY: James P. O'Neill, Director, Department of Corrections, 720 Bosley Avenue, Towson, Maryland 21204, (410) 512-3400 (phone), (410) 512-3406 (fax)

ADDITIONAL CONTACT FOR THE COUNTY: Tim Bruno, Department of Corrections, 720 Bosley Avenue, Towson, Maryland 21204, (410-512-3400) (phone), 410) 512-3406 (fax)

FOR THE CONTRACTOR: Michael R. Smith, President, Inmate Calling Solutions, LLC, 2200 Danbury Street, San Antonio, TX 78217, (866) 228-4040 (phone), (210) 693-1016 (fax)

ADDITIONAL CONTACT FOR THE CONTRACTOR: Brendan Philbin, Vice President, Inmate Calling Solutions, LLC, 2200 Danbury Street, San Antonio, TX 78217, (866) 228-4040 (phone), (210) 693-1016 (fax)

26. Political Contribution Disclosure Affirmation.

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, as the same may be amended from time to time, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, of at least \$100,000.00, to file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

27. No Waiver, Etc.

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the

County from exercising any such right, power, or remedy at any later time or times.

28. Survival.

Those sections in this Agreement which by their nature are intended to survive, including but not limited to Sections 4 (Contractor's Representations and Warranties), 10 (Confidential Information), 14 (Indemnification), 26 (Reports/Information/and Audits), shall survive the termination of this Agreement.

IN WITNESS WHEREOF, it is the intent of the parties that Contractor has signed this Agreement under seal and further, that the parties have executed this Agreement the day and year first written above.

WITNESS:

Elsa V. Gutz

INMATE CALLING SOLUTIONS, LLC
Federal Identification No. 82-0559085

By: Michael R. Smith (SEAL)
Michael R. Smith
President

WITNESS:

Chrysan Stumpha

BALTIMORE COUNTY, MARYLAND, a body corporate and politic

By: Fred Homan
Fred Homan
Administrative Officer
Date: 11/5/10

APPROVED FOR LEGAL FORM AND SUFFICIENCY*
(Subject to Execution by A Duly Authorized County Administrative Official and County Council, if Indicated)

Nancy Allen

OFFICE OF THE COUNTY ATTORNEY

*Approval of Legal Form and Sufficiency Does Not Convey.
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

REVIEWED AND APPROVED:

James P. O'Neill
James P. O'Neill, Director
Department of Corrections

**REVENUE GENERATING CONTRACT
NO CERTIFICATION NECESSARY**

By: Michael S. Kolbe
Michael S. Kolbe
Office of Budget and Finance
Date: 11/5/10

ATTACHMENT A

SERVICES AND/OR SCOPE OF WORK TO BE PERFORMED AND GOODS TO BE PROVIDED

Inmate Calling Solutions, LLC (d/b/a/ ICSolutions) will provide, install, operate and maintain The Enforcer inmate call processing system and equipment as specified for the inmate phone system located at 720 Bosley Avenue, Towson, MD 21204, at no cost to Baltimore County. This equipment includes, but is not limited to; all computer equipment as specified, one hundred twenty-three (123) regular inmate phones, sixty-two (62) handsets for thirty-one (31) stations in the visitation area, and four (4) phones in the intake processing area. Additional equipment may be required and will be installed under the same terms and conditions.

ICSolutions 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 the installation. At least one (1) TTY phone must also be supplied.

Updates to the system will be provided during the Term of the Contract at no additional cost to the County.

All equipment will be installed by properly trained personnel and in a good, workmanlike manner.

All equipment installed by ICSolutions will remain in all aspects the property of ICSolutions.

Equipment may not be removed or relocated without the express approval of the Detention Center Facility Manager or his approved representative.

For equipment subject to recurring vandalism or insufficient usage to warrant continued service, ICSolutions must obtain authorization from the Detention Center Facility Manager, or his approved representative, prior to removal.

ICSolutions will store all Call Detail Records (CDR) and recorded calls for the Term of the Contract (5 years, plus contract extension, if exercised) and will give the County all CDR and recorded calls at the end of the Contract Term, plus any and all renewals or extensions, if exercised).

The inmate phone system will integrate with the jail management system (Syscon Justice Systems, LTD) and with Stanley Convergent Security Solutions at no cost to Baltimore County.

The County reserves the right to negotiate with the Contractor to add options, and additional features, including but not limited to debit option, and biometrics, as requested by the County. These options may result in a change in commissions paid or rate changes. Changes to the contract will be approved through duly executed Contract Amendments.

THE ABOVE ARE IN ADDITION TO ANY OTHER SERVICES AS SET FORTH IN THE
REQUEST FOR PROPOSAL # P-035 AND THE BID RESPONSE



ATTACHMENT B
BALTIMORE COUNTY, MARYLAND
CERTIFICATE OF INSURANCE

THIS FORM MUST BE COMPLETED BY A LEGALLY AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANY OR INSURANCE AGENCY.

THE CONTRACTOR/VENDOR MUST MAINTAIN THE INSURANCE COVERAGES REQUIRED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT WHILE THIS CONTRACT IS IN EFFECT INCLUDING RENEWAL AND EXTENSION TERMS.

TO: BALTIMORE COUNTY, MARYLAND
 PURCHASING DIVISION
 400 Washington Avenue, Room 148
 Towson, Maryland 21204

P-035
 Solicitation/Contract/Purchase Order No.
Inmate Calling Solutions, LLC
 Name of Contractor/Vendor

THIS IS TO CERTIFY THAT:

- (1) The undersigned has received and reviewed the INSURANCE PROVISIONS of the above-numbered Solicitation/Contract/Purchase Order No.; and
- (2) The following insurance has been issued, is in force, and conveys all the rights and privileges afforded under the policy and as required under the Solicitation/Contract/Purchase Order; and

<u>Type of Insurance</u>	<u>Insurance Company</u>	<u>Policy Numbers</u>	<u>Amt. Of Coverage</u>
General Liability	<u>Scottsdale</u>	<u>CPS1076826</u>	<u>\$ 2M/\$ 2M</u>
Automobile Liability	<u>Hartford</u>	<u>57UUNKM1356</u>	<u>\$ 1M</u>
Worker's Compensation and Employers' Liability	<u>Hartford</u>	<u>57WEFY4269</u>	<u>\$ 1M</u>
Valuable Papers and Electronic Data	<u>Hartford</u>	<u>57UUNKM1356</u>	<u>'included in BPP limit which is higher than \$100K</u>
Other			

- (3) General Liability, Automobile Liability and Valuable Papers and Electronic Data insurance coverage shall name Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.
- (4) The Worker's Compensation and Employers' Liability insurance coverage shall name Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as a certificate holder.

THE UNDERSIGNED AGREES that should any of the insurance coverages indicated above be cancelled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions mentioned above, thirty (30) days advance written notice shall be given to BALTIMORE COUNTY, MARYLAND at the address shown above; EXCEPT IN THE CASE OF NON-RENEWAL, notice shall be given as soon as known, if that be less than thirty (30) days, but in no event, less than (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation for non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Contractor/Vendor and the number of the Solicitation/Contract/Purchase Order No.

Heffernan Ins. Brokers
 Name of Insurance Company or Agency
1350 Carback Ave Ste 200
 Address
Walnut Creek, CA 94596
 City, State, Zip Code
925-934-8500
 Area Code/Telephone No.

Jennifer Christensen
 Signature of Authorized Representative of Insurance Company or Agency
Jennifer Christensen
 Type/Print Name
10/21/10
 Date

This Certificate of Insurance was adopted to eliminate the uncertainty regarding different forms of such documents and to reduce clerical errors. Insurer may provide ACORD Certificates of Insurance also reflecting policy duration and amount of coverage, however, submission of an ACORD form does not satisfy the requirements of this procurement, and in the event of any conflict between this Certificate of Insurance form and any ACORD forms, the terms and conditions of this Baltimore County Certificate of Insurance form shall prevail.

ATTACHMENT C
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the President and the duly authorized representative of Inmate Calling Solutions, LLC (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. BID/PROPOSAL AFFIDAVIT AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Procurement Affidavit dated 8/9/10, and executed by (me) (Brendan Philbin) for the purpose of obtaining the contract to which this Affidavit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 10-25-10

By: 

Name: Michael R. Smith
Title: President
(Authorized Representative and Affiant)

ATTACHMENT D

RATES AND FEES

Rates may not be changed without express authorization from the Director of Baltimore County Department of Corrections or his designated representative.

Collect, Prepaid Collect and Debit Rates:

Tariff Type	Per Call Charge	Per Minute Charge
Local	\$0.85	\$0.00
IntraLATA	\$2.25	\$0.15
InterLATA	\$2.85	\$0.30
Interstate	\$3.00	\$0.30

Any local, County State or Federal taxes and the mandated Universal Service Fund fees are passed through to the responsible party.

Prepaid Collect Payment Fees not subject to commission:

Transaction Type	Fee
Deposit via telephone (Credit Card or eCheck)	\$6.95 per deposit
Website Deposit	\$6.95 per deposit
Refund Processing Fee	Waived
Funds Expire after this period	12 months
Payment Minimum	None

There is no account maintenance fee

Miscellaneous non-commissionable fees:

Fee Type	Fee Amount
Bill Statement Fee	\$2.49/month on LEC-billed collect only
Direct Bill Processing Fee, Account Maintenance Fee	None
Regulatory Cost Recovery Fee	3.2% on interstate collect and prepaid collect accounts only