

**Anderson County Board of Commissioners  
Purchasing Committee Meeting Minutes**

**April 13, 2020**

**4:30 p.m.**

**Members in Attendance:** Tim Isbel (Committee Chair), Steve Mead, Phil Yager, Catherine Denenberg and Joshua Anderson.

Meeting Venue is a GoToMeeting. Please see instructions on the second page.

**A. Contracts Approved by Law Director**

**B. Contracts Pending Law Director Approval**

1. **City Tele-Coin, Sheriff Department, Contract #20-0117** – Five-year contract for Inmate Telephone Services. Pricing from Competitive Bid. Revenue generating at a minimum of \$12,000 per month. County may cancel the contract by providing a 30-day notice prior to every June 30<sup>th</sup>.
2. **Faith Promise Church, Contract #20-0118** – Commercial Real Estate Purchase Agreement to buy the property at Mariner Point Drive.
3. **Comcast, Human Resources, Contract #20-0119** – Twenty-four month agreement for TV with Internet for the Clinic.
4. **CareHere Amendment, Human Resources, Contract #19-0134 A1** – Amendment to add TeleHealth services.

Commissioner Yager made a motion to approve as a group and to forward to County Commission with a recommendation for approval, contingent on Law Director approval. Commissioner Mead seconded the motion. Motion passed by roll call vote.

### **C. Other Business**

Commissioner Mead made a motion to forward to full Commission a discussion on extending the bid deadline for the sale of 205 Main Street property past the current deadline of April 29<sup>th</sup> due to the current stay-at-home order. Motion failed due to lack of a second. Commissioner Mead withdrew his motion.

### **D. New Business**

### **E. Old Business**

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## Contract for Inmate Telephone Services

This Agreement between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and City Tele-Coin (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**Contractor Services.** Contractor agrees to provide **Inmate Telephone Services** for the County Per Bid #2021, Exhibit 1.

**Standard of Performance.** Contractor agrees to perform the services in a manner consistent with the standard in the industry and to the satisfaction of the County.

**Contractor Compensation.** The compensation to Contractor shall be calculated by Exhibit 1. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

**Term.** The term of this agreement shall begin on July 1, 2020 and shall end on June 30, 2025. The County will evaluate services and reserves the right to cancel the contract by providing a 30-day notice prior to the end of each contract year (every June 30<sup>th</sup>).

**Release.** Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

**Default.** In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

**No Oral Modification.** No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

**Waiver.** A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

**Entire Agreement.** This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

**Severability.** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

**Cancellation.** In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

**Termination:** Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

**Exhibits.** Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

## Contract for Inmate Telephone Services

**Multiple Counterparts: Effectiveness.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

**Jurisdiction.** Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

**Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

**Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

**Appropriated Funds.** The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

**Payment Terms.** The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

**Warranty.** The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Insurance Requirement:** Vendors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

**Non-discrimination.** The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

**Equal Employment Opportunity.** It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

## Contract for Inmate Telephone Services

**Notice.** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

**Titles and Subtitles.** Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

**Assignment.** This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

**Further Documentation.** The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Vendor/Supplier:

Signature

Date

Printed Name

Title

Name of Company

Address

City, State Zip

Anderson County Government  
Administrative Approval:

Robert J. Holbrook, Interim Finance Director

Date

Anderson County Department Head  
Approval:



4-6-2020

Date

Approved as to Form

Law Director

Date

City Tele-Coin Company, Inc.  
 4501 Marlena Street, Bossier City, LA 71111  
 800.682.0707 / www.citytelecoin.com

## CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between these parties:

City Tele-Coin Company, Inc. (hereinafter referred to as "CITY"), and

Anderson County Sheriff's Department (hereinafter referred to as "ANDERSON")

WHEREAS, ANDERSON has requested CITY to perform the services hereinafter described and CITY has agreed to perform such services, subject to the terms and conditions hereinafter set out:

NOW IN CONSIDERATION of the payment of fees provided hereinafter and other terms and conditions hereinafter set out, ANDERSON and CITY hereby agree:

### (A) THE WORK

ANDERSON agrees that it is the manager of the locations listed directly hereunder in *Section A.1 - Locations*, and that said locations require inmate telecommunication services, and that said telecommunications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone services. CITY shall install, service, and maintain inmate telecommunication services using methods consistent with sound, generally recognized practices ordinarily associated with the type of work to be performed, to include all existing and future facilities under the management of ANDERSON. CITY will be responsible for any and all local, long distance, and equipment charges. CITY shall remit to ANDERSON its portion of the revenues as set out herein below. Parties acknowledge that CITY shall be the exclusive provider of such services, at below location, during the time this agreement is in force and effect.

### (1) LOCATIONS

- (a) Anderson County Jail  
 308 Public Safety Lane  
 Clinton, Tennessee 37716

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City Tele-Coin Company, Inc.  
4501 Marlena Street, Bossier City, LA 71111  
800.682.0707 / www.citytelecoin.com

## (B) COMMISSIONS

As to any inmate unit that is located within those locations listed in Section A.1 whereby service to that unit is being provided by CITY successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CITY to ANDERSON commencing with the exact point in time in which the first billable or prepaid call has been initiated from that unit; moreover, such revenue shall remain commissionable and payable on any such unit until service to that unit has been reassigned through contractual reassignment.

- (1) CITY shall remit to ANDERSON 64% (Sixty-Four Percent) of all Billable Usage Revenue generated through Gross Collect, Prepaid Inmate Calling Cards and Direct Pay telephone traffic (local, intraLATA, interLATA, and interstate) originating from the facility managed by ANDERSON, as listed in Section A "The Work" and processed by CITY's call processing system. Billable Usage Revenue is defined as Gross Revenue minus all applicable state, County, city, and/or federal taxes, and all fees applicable by law. CITY will pay all said commissions on a monthly basis along with a monthly report of all said monies.
- (2) Minimum Monthly Commission Guarantee  
CITY further commits to a Minimum Monthly Guarantee (MMG) of \$12,000.00 per month. Monthly commissions will be calculated using the percentages listed in the RFP. If the commission percentage is greater than the MMG in any given month, ANDERSON shall receive the greater amount.  
  
The MMG is calculated and based on an ADP (Average Daily Population) of 420 inmates. If the ADP drops by 100, or if the MMG exceeds the gross usage revenue over a period of 2 consecutive months, both parties agree to renegotiate the MMG in good faith using appropriate percentage formulas.
- (3) Remittance and Acceptance – Remittance of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CITY shall remit commission payments to ANDERSON on a monthly basis on or around the 20<sup>th</sup> day of each month. Any objection to a commission payment shall be brought to the attention of CITY by way of written notice by ANDERSON and shall be made within 30 days after receiving said commission payment. Acceptance of said commission payment shall be final and binding if no objections are brought forth within 30 days after receipt thereof.
- (4) Adverse Conditions – The parties acknowledge that any time while this contract is in force and effect, the Tennessee Regulatory Authority, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, may change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate communication traffic in a way that causes ANDERSON'S generated revenue from such traffic to be adversely affected.

## (C) TERMS

The initial term of this agreement shall be for period beginning July 1, 2020, with the initial term completed in 60 (Sixty) Months on June 30, 2025. At the end of each year, on June 30, the provided services shall be evaluated by the Anderson County Sheriffs Office to determine if satisfactory performance is being provided. If the service is not satisfactory, ANDERSON reserves the right to terminate the contract within 30 (Thirty) days. The contract shall be subject to approval by the Anderson County Board of County Commissioners.

## (D) ASSIGNMENT

CITY's interest in and to this service agreement may be transferred or assigned, at the discretion of CITY, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

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City Tele-Coin Company, Inc.  
4501 Marlena Street, Bossier City, LA 71111  
800.682.0707 / www.citytelecoin.com

#### (E) EQUIPMENT

CITY agrees to provide for ANDERSON adequate equipment with the ability to perform monitoring, recording, and cutoff switches. CITY has the right, and maintains the right, to remove or relocate any telephone from any location which is the subject of and governed by the terms of this agreement that CITY, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until ANDERSON is given ten (10) days written notice of CITY's intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract. CITY agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of CITY. CITY agrees to install and maintain at least the minimum number of coin-less inmate telephones as needed at the facility and/or as many as requested by ANDERSON, subject to industry standards.

#### (F) OBLIGATIONS OF ANDERSON

ANDERSON agrees to undertake and perform the following: (i) Protect the equipment from abuse and report any damage(s), service problem(s), and/or hazardous condition(s) to CITY; (ii) Provide all necessary power and space for proper installation and maintenance of the equipment; (iii) Provide safe and secure access to the equipment by CITY and its employees or agents as needed by CITY; (iv) Allow CITY to affix signs to the equipment, as required by law.

#### (G) DEFAULT

In the event either party fails to perform one of its obligations under this agreement (i) by defaulting on a payment due; (ii) by non-performance or by interfering with the other party's performance or ability to perform; or (iii) through inability to perform their obligations under this agreement, and such default or failure continues for more than thirty (30) days after the non-defaulting party shall have given the defaulting party written notice specifying such default and demanding that the default be remedied or, in the case of any such default which cannot be remedied with thirty (30) days, if defaulting party fails to proceed promptly to remedy any such default receiving such notice, (iv) or if either party shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action or if any bankruptcy, reorganization, proposal, insolvency, receivership, or similar proceeding is instituted against either party hereto or involving substantially all of its property and, in the case of such proceeding instituted against such party and not consented to by such party, such proceeding is not discontinued or dismissed with thirty (30) days from the date of its commencement, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No failure of either party hereto to enforce any remedy available to it or delay of such party shall be considered to prohibit such party from enforcing any such remedy. The rights and remedies of the parties hereto contained in this Agreement shall not be exclusive but shall be cumulative, in addition to all other rights and remedies existing at law or in equity available to the parties hereto.

#### (H) GOVERNING LAW

This Agreement and the rights and obligations of ANDERSON and CITY hereunder shall be subject to and interpreted in accordance with the laws of the State of Tennessee.

#### (I) NOTICES

Notices or other communications required to be given under this agreement shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

##### TO ANDERSON:

Anderson County Sheriff's Department  
Attn: Sheriff Russell Barker  
308 Public Safety Lane  
Clinton, Tennessee 37716

(PH) 865-457-7100

(FX)

##### TO CITY:

City Tele-Coin Company, Inc.  
Attn: Jerry Juneau, Sr.  
4501 Marlena Street  
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707

(FX) 318-746-1214

#### (J) EQUIPMENT OWNERSHIP

ANDERSON acknowledges and agrees that CITY shall remain the sole and exclusive owner of all inmate communication equipment, from the interface to, and including, the telephone unit.



City Tele-Coin Company, Inc.  
4501 Marlena Street, Bossier City, LA 71111  
800.682.0707 / www.citytelecoin.com

**(K) HOLD HARMLESS**

ANDERSON agrees to defend, hold harmless, and indemnify CITY from any and all damages, of any nature and kind, caused by ANDERSON, its agents, employees, or assigns, whether the damage be to the person or property, and shall include but not be limited to attorney fees incurred by CITY in defense of a claim for damages caused by ANDERSON. Further, holding CITY harmless and indemnifying CITY specifically, but not limited to any and all damages that are in any way, shape, or form related to the improper or illegal use by any individual, including but not limited to inmates, of any equipment or exposed conduit installed by CITY, whether the damage be to the person or property, including but not limited to attorney's fees incurred by CITY in defense of any such damage or claim for any such damage(s).

CITY agrees to defend, hold harmless, and indemnify ANDERSON from any and all damages, of any nature and kind, caused by CITY, its agents, employees, or assigns, whether the damage be to person or property, and shall include but not be limited to attorney fees incurred by ANDERSON in defense of claim for damages caused by CITY.

**(L) REPAIR SERVICE**

CITY shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. CITY shall respond within 24 hours after receipt of verbal notice, email notice, or facsimile notice, as set out herein below, except where it is impossible to restore the service due to acts beyond the control of CITY such as riot, fire, war, flood, parts unavailability, and strike.

- (i) Verbal Notice.....318-629-0760
- (ii) Facsimile Notice.....318-746-1214
- (iii) E-Mail Notice.....support@citytelecoin.com
- (iv) Emergency.....318-588-7094 or 318-629-0760

**(M) PREPAID CALLING CARDS**

Prepaid calling cards will be provided to ANDERSON to be used for resale to inmates at ANDERSON only. The prepaid cards provided will not be subject to return or refund. Calling cards are subject to any applicable per charge surcharge fee together with all federal, state, and local taxes. All calling cards will be honored beginning with their first use or sale. Should you desire a third-party commissary operator to handle the prepaid calling card purchases for your facility, we will work with said commissary operator to facilitate the sale of calling cards to you. It is your obligation to notify CITY in writing as to the name of the commissary operator you wish to use for the sale of the cards to you. The change to commissary operative will become effective upon our receipt of your notice to change. The change to a commissary operative will not affect your liability for the cost of the cards. You will remain primarily liable for said cost of purchase.

CITY shall invoice you for each of your orders for calling cards. All applicable sales taxes and other charges, including to shipping and handling, will be included in said invoice. You specifically agree to pay said invoice within thirty (30) days of your receipt of your order. Should you provide CITY with a Sales and Use Tax Resale Certificate wherein you take responsibility for, and assume the sole liability for, charging and collecting applicable taxes from the end users, and for remitting said taxes to the proper taxing authority, CITY will not charge the sales taxes on the purchase invoice submitted to you upon purchase of the prepaid calling cards.

Should the invoice not be paid within said thirty (30) days, CITY hereby reserves, and ANDERSON hereby authorizes, CITY to charge reasonable interest on any amounts past due. Further, should the invoice amount not be paid within the thirty (30) day period, you specifically authorize CITY to deduct the balance due from any earned commissions which you may have coming due from CITY. It is understood that sales taxes will be charged unless a valid reseller's certificate is received by CITY prior to the time of sale.

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City Tele-Coin Company, Inc.  
4501 Marlena Street, Bossier City, LA 71111  
800.682.0707 / www.citytelecoin.com

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**(N) COMPUTER HARDWARE AND RELATED EQUIPMENT**

**CITY** shall provide to **ANDERSON**, 5 (Five) computer workstations and related hardware for use with the existing local area network for interface to the statistical and recording software of the inmate telephone system. The computer workstations and related hardware shall meet the following minimum specifications:

- **PROCESSOR:**
- **Intel i5 MEMORY: 4**
- **GB RAM HARD DRIVE: 120 GB SATA**
- **CD/DVD: CD/DVD+RW**
- **MOUSE: Microsoft Intellimouse**
- **KEYBOARD: Windows, Small Footprint**
- **NETWORK CARD: 10/100/1000 Ethernet NIC**
- **VIDEO CARD: Integrated Graphics Card**
- **SOUND CARD: Multimedia Sound + Speakers**
- **MONITOR: 19" LCD WXGA**
- **CASE: Small Footprint Desktop Case**
- **SYSTEM: Microsoft Windows 10**
- **UPS: Tripplite OmniSmart**
- **OMNIVS1000 QUANTITY**

Installation of the computer hardware and related equipment shall be provided by **ANDERSON**.

At the end of the Five (5) year contract the above listed computer hardware shall become property of **ANDERSON**. If the contract is terminated prior to the Five (5) year contract ending date due to default by **CITY** by failure to perform as the conditions of the contract as set forth by the proposal, the equipment shall also become property of **ANDERSON**.

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City Tele-Coin Company, Inc.  
 4501 Marlana Street, Bossier City, LA 71111  
 800.682.0707 / www.citytelecoin.com

**(O) LOBBY MONEY KIOSK**

CITY shall provide at no cost to ANDERSON, One (1) Lobby Money Kiosk. The Lobby Money Kiosk shall remain the sole property of CITY and as such, shall be returned to CITY upon termination of the Agreement.

**(P) EXCLUSIVITY PROVISION**

ANDERSON hereby states and affirms that CITY shall, during the terms of this agreement and any rollover term, be the exclusive sole provider of any and all inmate communications systems, including but not limited to inmate telephone systems, video visitation systems, inmate tablets, arraignment systems, and any and all other Apps or systems which can be provided by CITY by wired or wireless devices.

**(Q) ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and may be modified or amended only by written agreement signed by both parties.

**(R) SEVERABILITY**

If any term, sentence, paragraph, or provision of this agreement or the application thereof, be deemed invalid or unenforceable, the remaining terms, sentences, paragraphs, and provisions shall not be affected and shall remain valid and enforceable to the maximum extent allowed by law and the terms of this agreement.

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Anderson County Sheriff's Department

By: \_\_\_\_\_

*Signature*

Russell Barker

*Print Name*

Sheriff

*Title*

Anderson County, Tennessee

By: \_\_\_\_\_

*Signature*

*Print Name*

*Title*

THUS DONE AND SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

City Tele-Coin Company, Inc.

By: \_\_\_\_\_

*Signature*

Gerald L. Juneau

*Print Name*

President & CEO

*Title*

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CTC Company, Inc.
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## RFP FOR INMATE TELEPHONE SYSTEM

### **Tab 1**

- Cover Letter
- Commission and Revenue

### **Tab 2**

- References for Current Customers

### **Tab 3**

- Qualifications and Experience

### **Tab 4**

- General Terms and Conditions
- Information Sheets
- Sample Contract

### **Tab 5**

- Non-Collusion Affidavit
  - Diversity Business Information Sheet
  - Certificate of Liability Form
  - Vendor Information Sheet
  - Financial Statements (these were sent in separate and directly from the corporate office)
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# CTC COMPANY, INC.

Anderson County Department of Finance  
RFP #: 2021  
100 North Main Street, Suite 214  
Clinton, Tennessee 37716  
(865)457-6218

RE: *Inmate Phone Communication System for the Anderson County Sheriff's Office*

I would like to take the time to express how much of an honor it would be to serve as the Inmate Telephone Communications provider at the Anderson County Sheriff's Department and Correctional Center. At CTC, we strive to provide the latest technology to our customers. As a family owned business with our own in-house development team, we eliminate the need to rely on third party companies. We write our own software and design our own hardware which gives us the opportunity to customize features to better fit your needs.

Since we develop and design our own software and hardware, we are very flexible in customizing applications such as streaming live church services, customizable education content, or any other applications desired by Anderson County.

We provide live operators who will promptly address any and all concerns whether it's the Anderson County facility, the customer, or the inmate calling in. With CTC, there is no risk and no need to wonder if you're making the right decision because we are already proven and, unlike many of our competitors, we do not make promises on things we cannot deliver. CTC does not participate in call diversion tactics such as, single pay calls, promotional items, etc. We pay true commissions on ALL usage revenue generated, including interstate calls which is easily monitored and checked on our platform.

# CTC COMPANY, INC.

*The following commission rates are our offer to Anderson County:*

*64% on ALL inmate telephone calls*

Sincerely,

A handwritten signature in black ink, appearing to read 'Caroline Berrong', with a large, sweeping flourish at the end.

Caroline Berrong  
City Tele Coin Company, Inc.  
865-680-7353 (Direct)  
318-746-1214 (Fax)  
[cberrong@citytelecoin.com](mailto:cberrong@citytelecoin.com)

SERVING THE COMMUNICATIONS INDUSTRY SINCE 1986  
4501 Marlena Street \* Bossier City, LA 71111  
[www.citytelecoin.com](http://www.citytelecoin.com)  
800.682.0707

CTC Company, Inc.
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## COMMISSIONS & REVENUE

### (B) COMMISSIONS

As to any inmate unit that is located within those locations listed in Section A.1 whereby service to that unit is being provided by CITY successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CITY to ANDERSON commencing with the exact point in time in which the first billable or prepaid call has been initiated from that unit; moreover, such revenue shall remain commissionable and payable on any such unit until service to that unit has been reassigned through contractual reassignment.

(1) CITY shall remit to ANDERSON 64% (Sixty-Four Percent) of all Billable Usage Revenue generated through Gross Collect, Prepaid Inmate Calling Cards and Direct Pay telephone traffic (local, intraLATA, interLATA, and interstate) originating from the facility managed by ANDERSON, as listed in Section A "The Work" and processed by CITY's call processing system. Billable Usage Revenue is defined as Gross Revenue minus all applicable state, County, city, and/or federal taxes, and all fees applicable by law. CITY will pay all said commissions on a monthly basis along with a monthly report of all said monies.

#### (2) Minimum Monthly Commission Guarantee

CITY further commits to a Minimum Monthly Guarantee (MMG) of \$12,000.00 per month. Monthly commissions will be calculated using the percentages listed in the RFP. If the commission percentage is greater than the MMG in any given month, ANDERSON shall receive the greater amount.

The MMG is calculated and based on an ADP (Average Daily Population) of 420 inmates. If the ADP drops by 100, or if the MMG exceeds the gross usage revenue over a period of 2 consecutive months, both parties agree to renegotiate the MMG in good faith using appropriate percentage formulas.

(3) Remittance and Acceptance – Remittance of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CITY shall remit commission payments to ANDERSON on a monthly basis on or around the 20th day of each month. Any objection to a commission payment shall be brought to the attention of CITY by way of written notice by ANDERSON and shall be made within 30 days after receiving said commission payment. Acceptance of said commission payment shall be final and binding if no objections are brought forth within 30 days after receipt thereof.

(4) Adverse Conditions – The parties acknowledge that any time while this contract is in force and effect, the Tennessee Regulatory Authority, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, may change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications

affect inmate communication traffic in a way that causes ANDERSON'S generated revenue from such traffic to be adversely affected.

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**Attachment 6 -  
References**

**Bid #2021, Request for Proposal for Inmate Phone System**

Vendor Name: City TeleCoin Company, INC.

Vendor is to submit three References in proposal.

**Reference #1**

Company Name:

Macon County Sheriff's Department

Address: 902 TN-52 Bypass Lafayette, TN 37083

Phone Number:

Chief Bryon Satterfield

(931)670-1160

Email Address: mcschiefdeputy@nctc.com

Description of Services provided:

We have provided inmate phones and video visitation since 2014.

**Reference #2**

**Company Name:**

Loudon County Sheriff's Office

**Address:** 12680 US-11 Suite 1, Lenoir City, TN 37771

**Phone Number:**

Chief Jimmy Davis

(865) 816-4903

**Email Address:** jdavis@lcsotn.org

**Description of Services provided:**

We provide Inmate Telephones for the facility.

Reference #3

Company Name:

Roane County Sheriff's Department

Address: 230 N 3rd St. Kingston, TN 37763

Phone Number:

Chief Tim Phillips

(865) 804-4702

Email Address: tphillips@roanesherriff.org

Description of Services provided:

We have provided inmate phones and video visitation since 2009.

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CTC Company, Inc.
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## QUALIFICATIONS & EXPERIENCE

- Company Name: City TeleCoin Company, INC.
- Company Address: 4201 Marlena Street Bossier City, LA 71111
- Company Phone Number: (865)680-7353
- Chief Executive Officer: David Cotton (318)613-3472
- Number of Years in Business: 32 years
- Number of Current Customers: 230
- Vendor Project Manager: (additional team information in following pages)

- Zach Baldwin (project manager)

(601)559-7704 / zach@citytelecoin.com

Title: CTC Regional Sales Director (MS, LA, TN)

Work History: Zach has been with CTC for a total of 6 years. He has been onsite at numerous installations and trained staff to help them easily transition with the new technology. Zach's resume is located in the following pages.

- Caroline Berrong (local sales representative)

(865)680-7353 / cberrong@citytelecoin.com

Title: CTC TN Sales Representative

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CTC Company, Inc.
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Caroline will be the local contact for Anderson County; she will handle most of the account's needs and issues if any arise. Caroline will help the project manager with the installation and training of staff.

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## **Zach Baldwin**

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547A Golf Course Road  
Magee, MS 39111

601-382-0542  
zbaldwin3@hotmail.com

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### **OBJECTIVE**

To obtain a challenging and rewarding position that will allow me to use my abilities and skills to benefit the company as well as myself

### **EDUCATION**

**The University of Southern Mississippi; Hattiesburg**  
*B.S. in Business Administration with*  
*emphasis in Marketing; Graduation: May 2005*

**Copiah-Lincoln Community College; Wesson, MS**  
*Associate of Arts Degree; Graduation: May 2003*

- ☐ Basketball Scholarship
- ☐ Member of Phi Beta Lambda Project Team
- ☐ Member of the Copiah-Lincoln Trailblazers
- ☐ Contributing writer to the *Wolfstales* Newspaper
- ☐ Member of the Copiah-Lincoln Golf Team

### **EXPERIENCE**

**CTC Company, INC** Bossier City, LA  
*Regional Sales MS/LA* February 2014-Current

- ☐ Sales of inmate phone systems to clients in MS and LA
- ☐ Public relations with existing customers in MS and LA

**TCS Ware** Pearl, MS  
*Sales* March 2011-January 2014

- ☐ Sales of all police equipment to agencies in Mississippi

**Tri-State Consulting** Pell City, AL  
*Public Relations* June 2009-February 2011

- ☐ Sales of Aerial Photography and Mapping Software
- ☐ Public relations with established clients in Mississippi

**Lee Insurance** Magee, MS  
*Insurance Agent* January 2006-June 2009

- ☐ Insurance Sales

**REFERENCES**

Available upon Request

## Staff Experience and Qualifications

**Jerry Juneau, Sr.**

President & CEO

Founded City Tele-Coin Company, Inc. in 1986, as a payphone company. After running the payphone business for ten years, Jerry turned City Tele-Coin Company, Inc. into an inmate telephone company. After 23 years in the inmate communications business, City Tele-Coin Company, Inc. now provides not only inmate telephones, but also remote video visitation, inmate tablets, and commissary.

**Jerry Juneau, Jr.**

Vice President

Jerry has been an employee of City Tele-Coin Company, Inc. for over 30 years. Working his way up through every department, Jerry started with running routes to empty the pay phones. He has extensive time and experience invested in every single department at City Tele-Coin Company, Inc. from system installations to server management, to web development.

**David Cotton**

National Sales Manager

David Cotton is the owner of DSC Tactical Inc, which among many things provides technology consulting to Law Enforcement, Correctional Facilities and City Tele-Coin Company, Inc.

David Cotton served 9 years as a Director of the American Public Communications Counsel in Washington DC. He has also served as President of the Louisiana Payphone Association, Executive Director of the Southern Public Communications Association and the National Alliance of Specialized Correctional Providers. David has traveled the U.S. teaching Inmate 101 & 102 classes to new providers entering the industry.

David has provided testimony or appeared as a professional witness in many State and Federal Venues relating to Legal and Regulatory issues in the Public Communications sector, including



US Congressional Sub Committees and the FCC relating to the Martha Wright Petition that has currently evolved into the current FCC rate making regulations.

**Steve Juneau**

Manager

Steve has been with City Tele-Coin Company, Inc. for 30 years. He is the manager of all projects for City Tele-Coin Company, Inc. Steve's skills and accomplishments throughout the years are listed below:

- Switch Technician
- Install/Maintenance; analog/digital data and voice circuits (multipoint, conference bridge, OPX, FX, Frame Relay)
- DMS-500 (all levels)
- Network facility maintenance/troubleshooting (DS0 to DS3)
- Daily operations/implementation; Tellabs 530; Rockwell 370 DACS (remote activation/monitoring)
- Install/Maintenance; Frame Relay PCV, UNI, NNI; Cascade 9000
- DC power install/maintenance
- IEX Nexus Call 800 translation
- TTC T-berd 305, 310, 224, 211, 107a, Digital Lightwave ASA-312, Tau Tron S5250
- USAF – Telecommunications Technician
- ESCO – Maintenance Technician (Installation/maintenance of key systems, PBX and paging systems)

**Bryan Rhodes**

Director of Software Development

Bryan Rhodes is the Director of Software Development. He has over ten years experience developing enterprise software, six of which with City Tele-Coin Company, Inc. During his time with CTC, he has strengthened existing software and spearheaded creating multiple products including CTC Mail, Vision, Video Visitation and tablets. As the director of development, he has grown CTC's software development to be a robust department by building a team of engineers and developers with a wide range of skill sets allowing customers to see increased benefits including inmate management, reporting and investigations.

**Adam Jordan**

Director of Infrastructure

Adam Jordan has guided the technology foundation and stability of City Tele-Coin Company, Inc. as Director of Infrastructure for over two years. During his short time, he has directly overseen multiple major projects that allow CTC to provide their customers with 99.9% uptime, fast data retrieval and product stability. Adam has over 12 years of strong IT experience with a large part of it in computer science research. With this skill set, Adam has worked directly with AT&T to provide a strengthened internet across the South-eastern US riding on top of AT&T's fiber backbone. Because of his knowledge, experience and oversight, CTC has not suffered a data breach or attack and operates a 24/7/365 failover solution for the entire company, allowing CTC to survive natural disasters with little knowledge of the event being known to customers.

## BID DESCRIPTION

Request for Proposals for Inmate Telephone System.

Anderson County Government

Request for Proposals

100 North Main Street, Suite 214 Courthouse  
Clinton, Tennessee 37716  
(865) 457-6218 Office  
(865) 457-6252 Fax

[purchasing@andersontn.org](mailto:purchasing@andersontn.org) <http://andersontn.org/purchasing>

RFP No.: 2021

Date Issued: February 20, 2020

Proposals will be received until

2:30 p.m. Eastern Time on March 10, 2020.

Sealed solicitations are subject to the General Terms and Conditions and any other data attached or incorporated by reference. Responses will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES  
IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED  
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.

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Robert J. Holbrook, Interim <sup>2/20/2020</sup> Director of Finance

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**ANDERSON COUNTY SHERIFF'S OFFICE**

**REQUEST FOR PROPOSAL #2021**

**INMATE TELEPHONES AND SERVICES**

**PURPOSE** To establish specifications for inmate telephones and related services for the Anderson County Detention Facility.

**POLICY** It is the policy of the Anderson County Sheriff's Office and Anderson County Government to contract for inmate telephones and services for the Anderson County Detention Facility.

**GENERAL SPECIFICATIONS** The Anderson County Sheriffs Office and the Anderson County Purchasing Department are requesting proposals for inmate telephones and services for the Anderson County Detention Facility.

**INTENT** Anderson County intends to contract with a vendor in order to provide telephone services for inmates at the Anderson County Detention Facility.

**SCOPE** The contractor shall provide all labor, supervision, and materials required to install, operate, and maintain all telephone communications equipment necessary for the operation of required telephones at the specified locations at no charge to Anderson County. All material for installation shall be brought in and the work conducted so as to avoid interference with the activities of the Detention Facility. Every effort shall be made to limit dust, noise, and fire hazards. The contractor shall be responsible for all aspects of the inmate telephone system such as acquisition, installation, operation, service, training, and maintenance. All telephone service related to the inmate telephones and related equipment must be provided at the contractor's own expense and Anderson County shall incur no cost for any portion of the installation, service, training, or maintenance throughout the term of the agreement. The contractor is to remove, or assist in the removal in conjunction with the current telephone provider, all telephone equipment currently in use at the Detention Facility. The contractor shall also work in conjunction with the maintenance personnel of the Detention Facility to ensure daily activities are not interrupted. >>UNDERSTAND AND COMPLY

**LENGTH OF CONTRACT** The contractor acknowledges the term of this contract shall be five (5) years, from July 1, 2020 through June 30, 2025. At the end of each year, on June 30, the provided services shall be evaluated by the Anderson County Sheriffs Office to determine if satisfactory performance is being provided. If the service is not satisfactory, Anderson County reserves the right to terminate the contract within thirty (30) days. The contract shall be subject to approval by the Anderson County Board of County Commissioners. >>UNDERSTAND AND COMPLY

**RESULTING CONTRACT** The contractor acknowledges Anderson County can terminate this contract with cause with a written notice presented to the contractor with a minimum of thirty (30) days notice. If the contractor fails to perform up to the conditions of the contract, in Anderson County's judgment, Anderson County will communicate the problem(s) to the contractor in written form. The contractor will have ten (10) days to rectify the problem(s). If the problem(s) are not corrected or reoccur, Anderson County may immediately terminate the contract. The contractor will not be relieved of any obligation of payment of commissions earned up to the date of cancellation. The contractor may be in default by (but not limited to):

- Failure to pay commissions on time;
- Failure to repair equipment within twenty-four (24) hours of notification of a malfunction;
- Failure to maintain equipment in proper working order
- Charging telephone customers rates in excess of agreed upon rates or above allowable rates as set forth by the Tennessee Regulatory Authority;
- Other considerations preventing the proper operation of the inmate telephone services. >>UNDERSTAND AND COMPLY TO ALL ABOVE.

**NUMBER OF TELEPHONES** This request for proposal shall cover the following telephones: Inmate

telephones at the Anderson County Detention Facility:

HU1 Dorm A	7	HU7 A	3
HU1 Dorm B	7	HU7 B	2
HU2 Female HousinQ	4	HU7 C	3
HU3 Maximum Security	2	HU7 D	3
HU 4 Medium Security	4	HU 7 E	2
HU 5 Minimum Security	4	HU 7 F	3
HU6 Weekend HousinQ	2	Kitchen	1
Booking & Intake	2	Laundry	1
<b>TOTAL</b> <b>50</b>			

\*\*\* Both inmate telephones in the Booking & Intake area shall be configured to allow a "free" local call for use by those inmates being booked or released and shall not require a "collect" call be made provided the call is local and does not require a long distance or toll charge. This telephone shall be configured to allow Detention Facility staff to disable its use remotely from the booking desk. Free calls shall be Limited to three (3) minutes.

**>>UNDERSTAND AND COMPLY**

The contractor acknowledges that after the initial installation the number of inmate telephones may be increased or decreased based on need. The contractor acknowledges that inmate telephones currently exist and are in use at the above specified locations. **>>UNDERSTAND AND COMPLY**

**MINIMUM REQUIREMENTS OF INMATE TELEPHONES.** The contractor is to provide inmate telephones and related equipment at the specified locations as set forth in this proposal. The inmate telephone system shall only allow collect calls except for those telephone numbers designated by the Anderson County Sheriffs Office. The system shall allow call blocking to prevent calling to the following:

- 911;
- 800, 888, 900, and other toll free numbers;
- 411 or other directory assistance numbers;
- Sheriff's Office numbers including both office and home telephone numbers of personnel;
- Direct dial long distance services;
- Other telephone numbers at the discretion of the Sheriff's Office.

The system shall allow call passing for free calls to the Public Defender, bail bondsmen, or other numbers at the discretion of the Sheriff's Office. The system shall have call timing to preset the maximum call length time. The system shall have fraud protection against hook switch calls, credit card calls, directory assistance calls, call forwarding, conference calls, etc. The system shall not be capable of receiving incoming calls. The system shall allow for the facility name, and inmates name, to be announced to the called party prior to acceptance of the call. The system shall be able to record the telephone call. The system shall notify both parties that the call is being recorded. The system shall allow the inmate to listen to the status of the call in progress for acceptance or denial by the called party. The inmates shall not be allowed to communicate with the called party until the call is accepted. The system shall be of heavy-duty construction and have equipment designed for the correctional environment. Inmate telephones shall not expose screws, bolts, or other fasteners or any other material which can be removed without special security devices. **>>UNDERSTAND AND COMPLY**

**PIN OPERATION** The proposed inmate telephone system shall have the capability to be a PIN based system using a "Prisoner Identification Number" (PIN) for telephone operation. The system shall be designed to operate with or without PINs on a per telephone basis. The PIN system shall have the ability to provide statistical reporting on calls made using the PINs. The contractor shall provide all necessary hardware and software, including any required computer workstations, to access, retrieve, and print statistical information >>**UNDERSTAND AND COMPLY**

**RECORDING OF CALLS** The inmate telephone system shall have the ability to record all telephone calls placed by inmates in the Anderson County Detention Facility. The recording system shall allow for recording, archival, and playback of telephone calls. The system shall notify both parties that the call is being recorded. The contractor shall provide all necessary hardware and software, including any required computer workstations, to access, retrieve, and playback recorded telephone calls. >>**UNDERSTAND AND COMPLY**

**BOOKING AND INTAKE TELEPHONE** The contractor shall provide, in addition to a collect call inmate telephone, a "free" telephone to allow those inmates who are being booked or released to make a local telephone call free of charge. Long distance or toll calls shall not be allowed from this telephone. Detention Facility personnel shall have the ability to enable or disable this telephone from the booking desk to limit inmate use. >>**UNDERSTAND AND COMPLY**

**MAINTENANCE** The contractor shall provide all maintenance and upkeep of the inmate telephone system and hardware. A twenty-four (24) hour response shall be required on all reported problems. The contractor shall provide a toll free telephone number to report system problems. >>**UNDERSTAND AND COMPLY**

**DAMAGE TO EQUIPMENT** Anderson County shall not be liable for loss, damage, destruction, or misuse of any telephone equipment as set forth in this proposal. >>**UNDERSTAND AND COMPLY**

**UPGRADES** The contractor shall be solely responsible for required hardware and software upgrades to ensure proper operation of the inmate telephones for the period of the contract and any subsequent extensions. >>**UNDERSTAND AND COMPLY**

**COMPUTER HARDWARE AND RELATED EQUIPMENT** The contractor is to provide, to the Anderson County Detention Facility, two (2) computer workstations and related hardware for use with the existing local area network for interface to the statistical and recording software of the inmate telephone system. The computer workstations and related hardware shall meet the following minimum specifications:

PROCESSOR: Intel i5  
 MEMORY: 4 GB RAM  
 HARD DRIVE: 120 GB SATA CD/DVD: CD/DVD+RW  
 MOUSE: Microsoft Intellimouse  
 KEYBOARD: Windows, Small Footprint  
 NETWORK CARD: 10/100/1000 Ethernet NIC  
 VIDEO CARD: Integrated Graphics Card  
 SOUND CARD: Multimedia Sound + Speakers  
 MONITOR: 19" LCD WXGA  
 CASE: Small Footprint Desktop Case  
 SYSTEM: Microsoft Windows 10  
 UPS: TrippLite OmniSmart OMNIVS1000  
 QUANTITY:

Five (5) each with above specifications

Installation of the computer hardware and related equipment shall be provided by the Anderson County Sheriff's Office.

At the end of the five (5) year contract the above listed computer hardware shall become property of Anderson County. If the contract is terminated prior to the five-year contract ending date due to default by the contractor by failure to perform as to the conditions of the contract as set forth by this proposal, the equipment shall also become property of Anderson County. >>**UNDERSTAND AND COMPLY**

**COMPLIANCE** The contractor shall meet all requirements to do business in the State of Tennessee, the County of Anderson, and the City of Clinton. All installation shall meet applicable federal, state, or local codes. The contractor shall have and maintain insurance to cover general liability to provide the contracted services.  
**>>UNDERSTAND AND COMPLY**

**INSURANCE** The contractor shall maintain insurance with minimum limits as noted below for the period of the contract. Contractor further agrees to indemnify, defend, and hold Anderson County harmless from any and all causes of action arising from the contract. With respect to required insurance, the contractor shall name Anderson County as additional insured, provide a waiver of subrogation, and provide a written thirty (30) day advance notice of material change of insurance. Contractor shall provide certificates of insurance showing required coverage to the Anderson County Purchasing Agent. **>>UNDERSTAND AND COMPLY**

**Minimum Insurance Requirements:**

Automobile Liability	
Bodily Injury per person	\$ 250,000.00
Bodily Injury per accident	\$ 500,000.00
General Liability including Contractual Liability	
Bodily Injury	\$ 500,000.00
Property Damage	\$ 100,000.00
Excess Liability	
Umbrella Form	\$1,000,000.00
Worker's Compensation	
Statutory Limits of the State of Tennessee	

**BOND** The contractor shall submit a \$25,000.00 performance bond at the time of contract signing. The bond will ensure the vendor will comply with all conditions and provisions contained in this proposal. The bond will be returned to the contractor within ninety (90) days after the date the system installation is complete, contingent upon satisfactory performance and compliance with the contract and proposal as determined by the Anderson County Sheriff's Office and the Anderson County Purchasing Agent. This requirement may be waived at the discretion of the Anderson County Purchasing Agent. **>>UNDERSTAND AND COMPLY**

**COMMISSIONS** Commissions shall be paid monthly no later than forty-five (45) days following the last day of the month in which calls generating the commission were made. All commissions shall be paid by check to Anderson County and shall include a report detailing the following: **>>UNDERSTAND AND COMPLY**

- Date of report and time period covered;
- Total billed revenue;
- Statement of accuracy signed by representative of contractor;

The contractor shall calculate commissions as a fixed percentage based upon the gross revenues for each inmate and public telephone. There shall be no deductions from the gross revenue for the purpose of calculating the commissions for Anderson County. The contractor acknowledges that Anderson County will bear no responsibility for fraudulent calls or theft of service. Fraudulent, stolen, or lost funds shall not be deducted from revenue paid to Anderson County. The contractor acknowledges Anderson County will bear no responsibility for unbillable or uncollectible calls or such uncollectible known as "bad debt". No revenue shall be deducted from commissions paid to Anderson County for such calls. The contractor shall bear sole responsibility for such calls.  
**>>UNDERSTAND AND COMPLY**

**REVENUE PROJECTIONS** Each vendor shall submit a detailed explanation as to expected revenue to Anderson County based upon an average daily population of four hundred twenty-five (425) inmates in the Anderson County Detention Facility. Rates for local, intraLATA, interLATA, and interstate calls shall be noted.  
**>>UNDERSTAND AND COMPLY**

**REVENUE MONTHLY GUARANTEE** Each vendor shall submit a monthly minimum amount of revenue guaranteed at \$12,000 for Anderson County. >>UNDERSTAND AND COMPLY

**EVALUATION CRITERIA** Proposals will be evaluated and award based upon the basis of the following

Evaluation Criteria	
Commissions & Revenue	25%
References from Current Accounts	15%
Qualifications & Experience	20%
Equipment & Services Offered	25%
Financial Responsibility	15%

The County reserves the right to request clarifying information from vendors. >>UNDERSTAND AND COMPLY

**DEMONSTRATION S.** The Anderson County Sheriff's Office shall reserve the right to require a thirty (30) day demonstration of services offered. Such demonstration shall be at no cost to Anderson County and shall be for the purpose of evaluation of offered investigative features. >>UNDERSTAND AND COMPLY

## Proposal Requirements

Proposals shall be submitted in the format as listed below.

### Tab 1 Commissions & Revenue

The proposal must provide a detailed explanation as to how the commissions will be paid

### Tab 2 References from Current Customers

Vendors must provide 3 References using Attachment(d from Customers that have similarly scoped phone systems.

### Tab 3 Qualifications and Experience

Each proposal shall include a synopsis of their company including, but not limited to, the following information:

- Company name, address, telephone number, & chief executive officer;
- Parent company name, address, telephone number, & chief executive officer; (if applicable)
- Resume of Proposed Contract Manager
- Company history, current status, & length of time in business;
- Qualifications & experience including ability to perform the requested services;
- Overview of telecommunications experience including inmate telephone services;

### Tab 4 Equipment & Services Offered

Vendor shall detail a proposed solution to illustrate understanding of project requirements. Proposals must confirm compliance with all the specified Vendor and software system requirements listed in the Scope of Work. Any alternative options the vendor can provide shall be described. An installation plan and maintenance schedule shall be included.

Attachment 5 is a sample contract. This RFP and the vendor's response will be incorporated as the scope of work. The proposal shall include any alternative contract language/standard terms from the vendor for the County to consider.



**Tab 5 Financial Responsibility.**

The proposal must provide a Company financial statement showing income and earnings for the past five (5) years.

**Additional Required Forms**

- Attachment 1, Vendor Information Form
- Attachment 2, Non-Collusion Affidavit
- Attachment 3, Diversity Business Information Sheet (If applicable)
- Attachment 4, Certificate of Liability Form >>UNDERSTAND AND COMPLY



Accessible 24/7 from any location or handheld device with internet access, our call platform – the **CTC Phone Manager** – is a highly developed, web-based system structured to support all areas of inmate calling and facility control. State-of-the-art technology and uncomplicated features are inherent aspects of the CTC Phone Manager so that it represents an advanced yet practical solution to all your needs.

We built our system from the ground up. By working very closely with law enforcement agencies across the U.S. for many years now, we've been thorough in considering your daily routine, listening to your needs, and asking you for your thoughts. Your ideas were used as the fundamental base from which our own private team of technicians and programmers built our new system almost two years ago. Understanding that naturally, times change, our system is readily expandable and extremely flexible; implementing unique functions into our system based on your individual needs and wants is simply one phone call away.

City Tele Coin takes the extra step to maintain healthy relationships with all our customers and deliver to them, personally, our utmost attention. We don't ever forget that you are just as important to the success of our product as the programming that goes into it; that is why I feel that the CTC Phone Manager is the solution to your inmate calling needs.



## **CTC PHONE MANAGER – Site Administration & Management**

### **REAL-TIME ON-SITE & OFF-SITE ADMINISTRATION & MANAGEMENT OF YOUR PHONE SYSTEM**

- Secure, Web-based Platform
- User Level Access Security
- Accessible 24/7 from any location or handheld device with internet access
- Effortless On-site & Off-site Site Administration
- Complete Phone System Management & Control
- Individualized PIN Control
- Advanced Call Recording
- Live Call Monitoring
- Number Alert & Notification Forwarding
- Record Storage & Retrieval
- Customized Telephone Control
- Customizable Call Detail Reports
- Real-time Revenue Verification
- Live Customer Support
- High Level Technical Support & Maintenance
- Options for Inmates & End-users
- Advanced Technology & Equipment



## ON-SITE & OFF-SITE SYSTEM MANAGEMENT

Accessible 24/7 from any location or handheld device with internet access, The CTC Phone Manager is a secure, web-based platform that allows single-site, user-level access by only those authorized individuals who have been assigned privileges and specific entry rights into any single site. User-level access is based on a hierarchy scheme in that system features are open to, hidden from, or otherwise locked based on the authorization rights assigned to individual users. Administrative functions of the CTC Phone Manager are dependent exclusively on the user, independent of terminal, point of access, location, or device through which the CTC Phone Manager is accessed.

The CTC Phone Manager requires the user to login as a **Site Administrator**, **Site User**, or a **Site User (PINS only)**. Only Site Administrators can control call functionality, have the ability to set up new users, and view real-time revenue reports. Site Users have capabilities much like the Site Administrators but cannot set up a new user, control the inmate phones or view the inmate phone revenue for the facility. Site Users (PINS only) have only two capabilities involving functions of PIN set-up and entry.

Facility Administrators, Investigators, and/or authorized users may access call controls or call records and recordings remotely from locations other than the workstation computer quickly and efficiently in order to perform any or all of the administrative or investigative functions permitted by the individual's security level. The user interface and system functions available via remote access are identical to those of the on-site workstation; all functionality and feature components of the CTC Phone Manager remain the same.

All functions assigned to the individual user are accessible by a single entry password. Access to call controls, administrative functions, call detail records, and call recordings are password protected to prevent unauthorized access. Assigned passwords dictate which features, functions, and data will be accessible to each user. The CTC Phone Manager times out after a short period of inactivity; therefore re-entry into the system requires that the user re-enter their password.

Site Administrators may at any time, from any location, listen to, download, playback recorded calls, view attempted calls, allow and disallow destination numbers and PINs, search for a particular inmate based on various criteria, limit inmate privileges by phone, PIN, destination number, set up alerts, monitor calls in progress, view real time revenue on any phone located within your facility for all call types, view real-time "Top 25s," physically shut off/turn on any telephone located within your facility, and edit user rights.

Changes made inside the CTC Phone Manager are recognized and implemented instantly. Commands and functions of the Site Administrator are tied in directly to our on-site equipment and CTC Phone Manager. Changing a function at your site is as quick as changing it on our server. Changes are made in real-time and there is no delay.

The CTC Phone Manager allows a Site Administrator to operate their inmate phone system via on-line facility access. Phones are listed inside the CTC Phone Manager so that the Site Administrator can easily discern which pod, dorm, and/or area the individual phone belongs to so that parameters may be placed appropriately. Manual on/off switches that control service to all inmate telephones, individually and by area, are installed at the same time as the system.

Inmate Phones may be controlled individually, per pod, dorm, area, and system wide as follows:

- Temporarily suspend selected phones from inmate use
- Program the length of an inmate's conversation (*Audible warnings at 90, 60 and 30 seconds remaining*)
- Restrict inmate calls to particular hours each day
- Schedule inmate calls to particular hours each day
- Apply restrictions based on day and time of day
- Set parameters based on individual phone, pod, dorm, area, destination number, or PIN



PINs may be entered automatically into the CTC Phone Manager via batch file from your existing booking system, or CTC can issue a request to our team of supervisors to have the numbers added manually. The Site Administrator, at the time of booking or whenever a number needs to be reissued, creates and assigns PINs from directly inside the CTC Phone Manager for their site. CTC can interface with the existing jail management system so that PINs are automatically populated into the CTC Phone Manager. As soon as an inmate is released from booking, their PIN is automatically deactivated inside the CTC Phone Manager.

The Site Administrator will have the ability to choose the number of digits (1-10) included in an inmate's PIN and may use any unique number, booking ID number or the inmate's social security number as their PIN. The PIN may be stored permanently and can be reactivated if the inmate returns to the facility.

Site Administrators may totally or partially restrict an inmate's calling ability for any specified period of time through the use of PINs. Phone privileges, via the inmate's PIN and for any number of inmates, may be manipulated without affecting the rest of the inmate population. The restrictions can be put in place or removed at any time using the CTC Phone Manager. Restrictions include allow lists and temporary usage suspensions.

The CTC Phone Manager allows for the storage of a pre-recorded name, based on the inmate's PIN. Anytime the inmate places a call from any phone within the facility, it is a function of our system to require that the inmate PIN be entered before a call is processed. The inmate will not be prompted to state his name during a call after his PIN has been properly created; his name is automatically stored and will be relayed to the end-user by the automated operator.

Inmate calls processed by the CTC Phone Manager are subject to the following:

- Call Branding (the name of the facility is announced at the beginning of each call)
- PIN Recognition (the name of the inmate is announced automatically based on PIN)
- Inmates hear music until an end-user positively accepts a call
- Warning Announcements (that call is being recorded, and remaining time for call)
- Connection Delay (acceptance of a call is not allowed until the menu plays through)
- End User Options (Accept/Reject call, hear charges for call, check Prepaid Balance, Replay Menu Options)
- Disallowance of 800/900/Information/Operator Calls

*Prefixes of 900, 950, 800, 888, 700, 976, 411, and/or 911 are not accepted  
Calls to the operator through dialing 0, and/or 00 are not allowed  
Functions of "re-routing" calls via 10xxx and/or 950xxx have been disallowed*

Inmates may elect automated instructions in English or Spanish. Upon initiating a call, inmates are offered a complete list of options including the following:

- Time of day
- Prepaid Inmate Calling Card balance
- Funds transfer of left over units onto newly purchased prepaid inmate calling card
- Instructions for placing different call types
- Directions on contacting CTC toll free
- Automatic connection to ICE
- Automatic connection to the Commissary



The CTC Phone Manager is powered by a number of extremely powerful servers; simultaneous access into the CTC Phone Manager by an unlimited number of Administrators, Investigators, and/or users at any single time will not degrade call data, bog down any portion of the system, or otherwise prevent normal, streamline operations to continue uninterrupted.

#### **RECORDING**

The CTC Phone Manager monitors and records all inmate phone traffic on a 24/7/365 basis. Recording a call starts when the inmate phone is taken off hook and does not end until the inmate phone is placed back on hook. Whether a call is accepted, rejected, treated as inmate hung up, or otherwise terminated or not answered, the call is recorded and stored. Functions for disallowing the recording feature are available but belong exclusively to the CTC Group Administrator. Unless otherwise directed to disallow the recording status of a phone number, the record and live monitor functions will by default be turned on.

#### **STORAGE**

Call recordings are stored on record servers in duplicate in that they are stored in two locations, independent of each other. The servers are scheduled to automatically perform self back-ups every 15 minutes, 24/7 – 365. They are structured so that in the event of hard drive failure, data is still retrievable. Recordings may be retrieved from any location or hand held device with internet access and quickly stored locally to a hard drive or any type of recordable media so that permanent storage is achieved. The CTC Phone Manager treats each recording as a sovereign piece of data in that the recording may be saved instantly without prior or full review. Use of a specific hard drive for permanent on-line retention of records is an option available to each site; otherwise, recordings are stored for 365 days.

#### **RETRIEVAL**

Locating recorded conversation(s) from any location (remote or on-site) is achievable by following two simple steps: (1) Enter the phone number or PIN into its destination text box, and (2) Search. Once you've located a call, you simply click its "actions" box and the conversation will begin to play. Various parameters may be applied to each search, such as date and time, dorm location, etc... Our recordings may be transferred easily to a CD or other medium and replayed at any time on any device with audio capabilities. Recordings do not have to be played in their entirety to be downloaded or transferred. With each download or transfer, our system maintains the following applicable information pertinent to the call/recording: Date, Time, Originating number, Destination number and Inmate PIN. Furthermore, replay of any recorded conversation associated with a selected call record or reporting period may also be initiated from inside a call detail report.

#### **INVESTIGATING**

Since all calls are stored on a hard drive at CTC's main facility there is no way to tamper with or edit them. Investigators may transfer an entire call or a portion of a call onto a CD or other device. The entire recording will still be available for court purposes if only a portion of the call is recorded onto a CD. By applying the relevant identifying information automatically to a downloaded recording, the CTC Phone Manager maintains the integrity of the chain of evidence in as much as it relates to functions within the control of CTC. Investigators may also "bookmark" certain parts of a recorded call by providing an area wherein notes on a particular call can be annotated.

#### **MONITORING**

Live Monitor is a standard feature of the CTC Phone Manager wherein you may view and monitor all calls currently in progress inside your facility. Parameters may be applied for detailed search criteria such as Location, Destination Type, Call Type, Card ID, Station Number, Destination Number, and/or PIN. Live calls are shown on-screen and include information such as where the inmate phone is located inside the facility, the destination number, an interactive satellite map button which brings the user to the location of the destination number, real-time call duration, as well as other standard call statistics. Calls may be monitored in spy mode (undetected by either party), whisper mode (alert either party of the monitor), and barge mode (speak with both parties simultaneously). Calls may also be terminated by the user during Live Monitor.



#### ALERTING

The ability to receive an alert (*viewing a number for auto-monitoring*) for investigative purposes was designed in our system so that it is user-friendly and simple. Alerts can be made available to any of your staff who have been designated a Site Administrator or as a Site User. As long as you have been assigned administrative rights to set a Destination Number at an "alert" status, you may do so on-site or off-site. The CTC Phone Manager allows an alert to be sent to you whenever an inmate uses his PIN or dials a certain Destination Number, via email, call or text message. Contact upon a "hit" is automatic as soon as a call is placed that falls within the parameters you specified inside the alert system.

#### REPORTING

The CTC Phone Manager records and stores all aspects of inmate call details on a 24/7/365 basis. Call detail records are collected per facility on a daily basis and disbursed to our billing company and to our accounting department. The CTC Phone Manager records the following information when a call is placed or attempted: Facility from which call was made, Call Date, Call Time, Location call was placed from within facility, From Number of the phone within the facility from where the call was placed, Destination Number, Call Type, Call Rate, Call Duration, Call Charges, Inmate PIN, Call Termination Type. Call detail records are saved in their entirety in at least four locations, each location independent of itself, each and every day of the year (they are located inside the CTC Phone Manager, recorded by our billing company during upload, stored in email form on a central email server as well as on a local email hard drive, and retrievable from any hard drives to where they're downloaded into an internal audit program).

Each morning traditional collect call records are batched into a single .emi file per facility and automatically uploaded to our billing company's website; as such, the CTC Phone Manager uploads all files independent of human prompting and therefore records are disbursed for billing and collection 365 days per year. By far, we boast one of the highest billable calls collection rates in this industry. Call statistics representing all call types (Traditional Collect, Prepaid, Debit) for each facility on the CTC Phone Manager are sent via email directly to our accounting department each morning. Statistics are downloaded into an internal program whereby we review revenue trend, analyze spikes and falls, and analyze the data for discrepancies which are not otherwise decipherable or reported to us either by our billing company or by site administrators. All inmate call traffic regardless of type is monitored and audited daily through the use of internal database programs and controls.

Printable call detail reports may be pre-configured to display whatever information the site specifically asks that we report in hard copy; at minimum the following fields of information are listed inside the report: Total Number of Records per Call Type, Total Duration per Call Type, and Total Revenue per Call Type. Features of each report may be easily adjusted, independently for each site, so that the call detail report displays alternate fields of information. Additionally, the Site Administrator is allowed to sort call detail records on-screen by cell, destination, rate, call type, and PIN. The CTC Phone Manager allows for a search for call records based on specific criteria. Site Administrators may access and edit restrictions assigned to telephone numbers, PINs, and inmate phones directly from on-screen call detail reports.

Moreover, summary reports may be quickly generated of the most frequently dialed destination numbers, the most frequently used PINs, traffic per inmate phone, revenue trends per location and/or station, and newly added/created PINs. Reports may be based on various parameters, including date and time, and may be sorted on screen.

#### REVENUE VERIFICATION

Because the CTC Phone Manager is web-based, call records are continuously being updated. Site Administrators may perform any number of searches at any given time to review real-time, detailed information about revenue generation at their site. By performing searches on phone trends, you are able to determine when/if a phone or group of phones breaks trend and thereby immediately remedy potential problems. When monthly commission reports are sent, you can quickly and easily cross-examine our reports by logging into your site and performing a revenue search.







#### **INMATE HOTLINE**

CTC is the only inmate phone provider to offer a Toll Free Inmate Hotline. Our Inmate Hotline is set up so that the inmates are able to dial our local number, at no charge, and speak with a CSR about issues regarding their prepaid inmate calling card(s) or request that a CSR help an end-user set up an account. CSRs are not allowed to pass messages for the inmates, place three-way calls, advise the inmates on any matter outside the realm of instructional information concerning our phone system, or speak at ease with the inmate. Allowing the inmates to access our helpline for free is a highly effective function of our system in that it dramatically decreases the time and effort that your staff spends on phone system issues, it reduces inmate frustration with the phone system, and it creates a higher revenue stream. Often times, end-users do not fully understand that an inmate is trying to reach them, or they are initially wary of accepting a call; the inmate hotline serves as a basis for alleviating a huge majority of misgivings and misunderstandings on behalf of the end-users and the inmates, and it frees up tedious workload from jail staff.

#### **CRIME TIP LINE FOR INMATES**

A crime tip line may be set up to provide any or all inmate phones with a speed dial number that will allow an inmate to anonymously report criminal activity within the facility. The system will only allow authorized Site Users to access the anonymous call records. The CTC Phone Manager can also be set to provide a speed dial number that routes tips anonymously to an investigator's voicemail from an inmate phone from within the facility.

#### **PREPAID OPTIONS FOR INMATES**

The CTC Phone Manager automatically equips each facility with the ability to use of Pre-paid Inmate Calling Cards. Jail Administrators simply call one of our Administrative Staff and place an order for the amount of cards they will need, as well as denominations, whereupon the cards are immediately generated and sent to the Jail Administrator. Invoices are sent with each set of Pre-paid Inmate Calling Cards at a pre-determined discounted rate (usually this discount is the same as the commission being paid on all other types of usage, plus any miscellaneous discounts and/or signing bonus discounts). Cards may then be sold to inmates in any fashion which the facility sees fit. Pre-paid Inmate Calling Card amounts vary and are generated for whatever amount the Jail Administrators request. Any denomination may be used with our system. Rates applied to calls made using a Pre-paid Inmate Calling Card are adjustable and CTC will work with each facility on an individual basis to set rates at whatever cost the facility feels is necessary. The CTC Phone Manager was built so that it is easily integrated into a jail management system, commissary provider systems, and/or a card kiosk.



#### **CUSTOMER SERVICE FOR END-USERS**

CTC currently has a staff of just under 50 Customer Service Representatives (CSRs). Our CSRs are here from 7:30 a.m. until 11:30 p.m., 7 days a week, 364 days per year (we are only closed on Christmas day), and are available for live support during the hours and days listed. Our primary reason for promoting the use of live operators (CSRs) is to ensure that each customer receives support based on his/her individual needs. In approaching each and every customer issue on a personal level, we are able to keep extensive notes on and cross-check for information pertaining to the customer's situation or unique circumstance; therefore, we are able to reduce the recurrence of particular issues while at the same time increase staff efficiency. Moreover, our CSRs are trained to personally field customer calls, handle customer questions, trouble-shoot customer issues and refer customers to Supervisors who have been trained to trouble-shoot on a higher level of research. Our Supervisors are trained to make decisions that are based in the best interest of the customer without damaging your best interest or ours.

#### **PREPAID OPTIONS FOR END-USERS**

Customer Assistance is offered to all our customers regardless of customer type. Our prepaid service, **Direct Pay**, allows customers the ability to set up a pre-pay account with one of our Customer Service Representatives by calling toll free 800-682-0707. Pre-pay accounts can be set up during normal business hours which are from 7:30 a.m. until 11:30 p.m., 7 days a week, 364 days per year. Our prepaid service is available to customers who have collect call blocks, customers who are not currently with a billable phone company, customers who have cellular phones, and for any customer who otherwise wishes to use our prepaid service. Pre-paid account set-up, replenishment and account maintenance are all handled on a personal basis between the customer and a Customer Service Representative employed by and working at CTC. We approach our pre-paid calling option in the following ways:

##### **Payment/Account Replenishment Options and Methods**

Once a customer sets up his/her prepaid account with one of our Customer Service Representatives, that customer may replenish his/her account in the following ways: by paying cash at our payment window, by mailing a money order to our office, by using a credit or debit card, or by Money Gram.

##### **Billing Options and Methods**

Customers who take advantage of our **Direct Pay** option are not billed for services. Customers must make payment before the account is activated so therefore we do not employ any billing options and methods in conjunction with our pre-paid system. Our system is designed so that a customer may not go over their balance.

##### **Balance Notification**

At any time our customers may call and ask one of our Customer Service Representatives what their pre-paid balance is. Customers are also given an option to hear their remaining pre-paid balance upon an inmate calling; an option that is a courtesy and does not cost the customer any extra money or time usage.

##### **Refunds on Pre-paid Accounts**

Upon an inmate being released or transferred to a facility that is not currently set up with our system, customers may request a refund simply by calling our offices and speaking with any Customer Service Representative. Refunds are based upon remaining account balance.

The CTC Phone Manager supports usage vs. method for placing and accepting all call types. Traditional collect, prepaid collect, and debit card collect calls may all be used in conjunction with placing local, intralata, interlata, and interstate calls.



City Tele Coin directly hires and maintains our own staff and we employ our own technicians located strategically throughout the U.S. in states where we provide service. We are a single source provider of services and no portions of our operations are outsourced. City Tele Coin prides itself on the level of service and support we provide to our facility partners. When a problem or issue arises, you can be sure that we want it resolved as quickly as possible. Our personnel are certified and trained to respond to any maintenance call. Be assured that we will do everything possible to resolve all issues within a timely manner.

#### **SERVICE & SUPPORT**

24 Hours per Day, 365 Days per Year, CTC offers Technical Support and repair and maintenance assistance. CTC's technicians are always on call. If a general problem should arise, our customer service representatives are available between the hours of 7:30 a.m. and 11:30 p.m., 7 days a week. After normal operating hours, the Sheriff and/or his designated administrators may contact any of our technicians as they are all set up to conduct web-based facility functions from their homes. We provide all our technicians with an array of testing equipment, tools, and stock items which are necessary for installation of new and/or additional phones, modifications to phone locations, visitation phones and equipment, as well as other ancillary equipment needed to maintain a productive and fluent system. All of CTC's technicians are equipped with devices (pc's, handheld devices) that allow them to trouble-shoot and resolve system software problems remotely. Our technicians are available 24/7 via cellular phone and between 7:30 a.m. and 11:30 p.m., 7 days a week via a local line or toll free number. We can easily and quickly access your facility site and diagnose, report problems and resolve issues from inside our master CTC Phone Manager.

#### **REPAIR**

Notifications are sent automatically to our City Tele Coin "Support Group" upon any instance of line failure at a facility. We immediately assume the responsibility of coordinating efforts with the telephone company to reestablish lost line service to your facility. Repair and/or maintenance on any of the phones located inside the facility will be handled by one of our technicians located within close proximity of the facility location. While CTC employs numerous in-house service technicians, we utilize a small number of contract-labor technicians located throughout the United States who we highly trust and who are readily available to assist us when an emergency repair must be handled within a time frame too small for dispatching one of our in-house technicians. Unlike many other vendors, CTC understands the necessity of keeping equipment, phones, tools, and replacement items "on-hand." We have a warehouse devoted to stocking such items and we keep our contract technicians stocked with "on-hand" items from our warehouse at all times. We employ an in-house technician whose primary job function is inventory control and quality assurance; at no single time are we ever without a working replacement item. Every piece of our inventory (from phones, to keypads) is thoroughly checked and tested upon arrival, before being placed on one of our stock shelves.

#### **MAINTENANCE & UPDATES**

Whenever there is a need for new software, hardware on our end, or expansions and/or upgrades to the system, it is conducted and/or downloaded during the "off" hours of the inmate phone system. Most functions of enhancement take place without interruption of inmate telephone traffic. Because we employ a network of inside and outside technicians, we are able to detect a system problem immediately. Because our equipment is located at our office, all service and maintenance is handled from our Bossier City location. Updating and maintenance are done on an as needed basis when new and improved features are implemented.



The CTC Phone Manager is structured to route calls through any one of our many, centralized servers. The calls are routed "round robin" and the routing of calls is independent of the site from which the call originates, keeping open the call process and inmate phone traffic should any one server, or more, go down at any given time. Inmate traffic stays wide-open at all times in that we have provisioned a number of extremely powerful servers so that none are overpowered by call volume in the event of a failure.

All of our servers are located on our premises inside a "safe" room at our principal physical location in Bossier City, LA. Our premise and specifically our safe room is monitored 24/7 - 365 through use of a multi coverage camera system and entry into the safe room is restricted to those high-level company personnel who have been granted key-pass access rights to the room. All system components and information (internal and external, in-house and facility based), reside inside the safe room. In the event of a full power outage in our area, City Tele Coin is protected by a 150 kilowatt Kohler generator which provides an extra layer of protection to the sensitive equipment housed in the safe room. The temperature in the safe room is kept at 65 degrees to protect the equipment from heat and/or cold related issues.

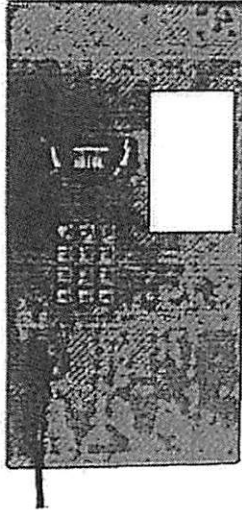
All of our servers are physically maintained on a constant basis by in-house technicians and remotely by outside technicians; system checks and diagnostics are run on a scheduled basis, to include coordinated bandwidth checks with service technicians from our bandwidth service provider. Our generator has monthly maintenance, and actual trial tests are performed automatically each Monday.

If at any time one of our system servers fails, traffic will not be interrupted. The CTC Phone Manager routes calls "round robin" through several high powered servers. If a connection is lost the call is disconnected automatically. When the system is incapable of reaching a synthetic dial tone from any one server, the system automatically reroutes the call to one of several other servers. In the event of power failure at the facility, our Adtran® equipment will automatically shut down and lose its synthetic dial-tone disallowing any calls from being placed from an inmate phone. Once power is restored, the Adtran® will automatically power back up and the synthetic dial-tone will be restored. At this point, normal inmate phone traffic may resume.



## INMATE TELEPHONE HARDWARE

### CT-500 INMATE TELEPHONE



#### GENERAL SPECIFICATIONS

**HOUSING:** High security, 14 gauge steel

**SIZE:** 14 1/2"H x 8"W x 2 1/2"D

**CORD:** Standard 36" (L)

**HANDSET:** Armored cord w/steel lanyard, heavy 14 gauge steel retainer

**INFO CARD:** 2 1/2"H x 5"W

**MOUNTING:** Directly to wall or directly onto backboard

**CONNECTIONS:** Modular or Spade

#### TECHNICAL SPECIFICATIONS

20mA Minimum to 80mA Maximum Line Power

Meets FCC Parts 68 and Bellcore TR-TSY-000450

Meets Waterspray Test Bellcore TR-TSY-000456 7.2

Relative Humidity 0% to 95% Condensing

Operating Temperature -40 to 140 Degrees Fahrenheit

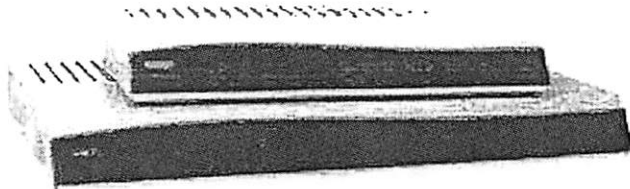
Hearing Aid Compatible EIA-RS-504

Meets ADA Requirements

**AVAILABLE MODIFICATIONS** include: **HOUSING:** Stainless Steel, Blue Powder Coat, Black Powder Coat • **CORD:** 8", 15", 18", 24", or 32" (L) • **AUDIO:** Volume control button • **EQUIPMENT:** Invisible Hookswitch, Wall Mount Backboard, 2 or 4 Wheel Cart

The Total Access 900/900e Series of IP Business Gateways combine the functionality of ADTRAN's industry-leading integrated access devices with a SIP/MGCP and analog gateway to offer carriers and network service providers a cost-effective IP network strategy for VoIP deployment, with support for legacy equipment. The Total Access 900 and 900e Series allow carriers to deliver SIP trunks, hosted PBX, and other integrated voice and data services such as Dedicated Internet Access (DIA) to small and medium businesses, quickly and cost-effectively.

### ADTRAN, TOTAL ACCESS 900/900e SERIES



#### GENERAL SPECIFICATIONS

##### **TOTAL ACCESS 900 SERIES**

Single-T1, IP Business Gateways designed for carrier SIP/MGCP Voice over IP (VoIP) networks

##### **TOTAL ACCESS 900e SERIES**

Multi-T1, IP Business Gateways designed for carrier SIP/MGCP Voice over IP (VoIP) networks

Converged Access solutions for trunking and hosted VoIP networks

- Robust routing, firewall, VPN, Voice Quality Monitoring, QoS, dynamic bandwidth allocation, and remote management features

Analog to SIP or MGCP conversion for  
legacy support over dynamic IP  
network.

## INMATE TELEPHONE HARDWARE

- Support for up to 24 analog FXS ports,  
integral DSX-1 PRI/CAS interface for PBX  
connectivity.
- Multi chassis options provide flexibility,  
room for growth

**XX-XXXX****Attachment 5 – Sample Contract for Services**

This Agreement is made on this the DD of MM YYYY, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and ~~XXXXXX~~ (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**Contractor Services.** Contractor agrees to provide ~~XXXXX~~ for the County Per ~~XXXXXXX~~.

**Standard of Performance.** Contractor agrees to perform the services in a manner consistent with the standard in the industry and to the satisfaction of the County.

**Purchase Order.** A Purchase Order must in place before services are rendered.

**Contractor Compensation.** Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be calculated by: ~~XXXXXX~~. Contractor shall not receive additional compensation for expenses including travel, hotel, food, etc.

**Term.** The term of this agreement shall begin on MM/DD/YYYY and shall end on MM/DD/YYYY with renewal option of XXXXXXXX.

**Release.** Contractor hereby agrees to release, indemnify, and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Contractor's services under this Agreement.

**Default.** In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

**No Oral Modification.** No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

**Waiver.** A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

**Entire Agreement.** This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

**Severability.** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

**Cancellation.** In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

**Termination:** Anderson County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

**Exhibits.** Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

**XX-XXXX****Attachment 5 – Sample Contract for Services**

**Multiple Counterparts: Effectiveness.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

**Jurisdiction.** Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

**Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

**Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. The Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

**Appropriated Funds.** The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

**Payment Terms.** The County's payment terms are net 30. All invoices shall be addressed to Anderson County, Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

**Warranty.** The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Insurance Requirement:** Vendors awarded bids or contracts are required to maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed.

**Non-discrimination.** The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

**Equal Employment Opportunity.** It shall also be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as an



**XX-XXXX****Attachment 5 – Sample Contract for Services**

employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

**Notice.** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

**Titles and Subtitles.** Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

**Assignment.** This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors, and/or administrators.

**Further Documentation.** The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Vendor/Supplier:

Signature

Date

GERALD L. JUNEAU  
Printed Name

PRESIDENT  
Title

CITY TELECOM COMPANY, INC.  
Name of Company

4501 MARLENA ST.  
Address

BOSSIER CITY, LA 71111  
City, State Zip

Anderson County Government  
Administrative Approval:

Robert J. Holbrook, Interim Finance Director      Date

Anderson County Department Head  
Approval:

Date

Approved as to Form

Law Director

Date

**Attachment 1**  
**BID NUMBER: 2021 – Inmate Phone System**

**SECTION 1 - BID INFORMATION**

Acknowledgment of Addenda:  
 (Write "Yes" if received)

Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
 Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_

**SECTION 2 - VENDOR INFORMATION**

CITY TELE-COIN COMPANY, INC.

Vendor Name

4501 MARLENA ST.

Vendor Address

BOSSIER CITY

City

LOUISIANA

State

71111

Zip

Telephone Number 318-629-1595

CAROLINE BERRONG

Contact Person (Please Print)

cberrong@citytelecoin.com

E-Mail Address

Taxpayer Identification Number, Social Security or  
 Employer Identification Number:

12-1073513

State of Tennessee Business License Number:

License # 576103

I agree to abide by all Terms and Conditions of this  
 Invitation to Bid and certify that I am authorized to sign  
 this bid for the vendor. Failure to include any  
 information mentioned in the bid or to comply with  
 these bid instructions may result in rejection of your  
 entire bid. Signing this form affirms that the original  
 Invitation for Bid document has not been altered in any  
 way.

Authorizing Signature:



(Please sign original in blue ink)

## Attachment 2

**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

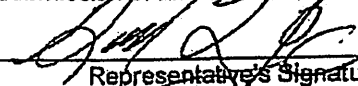
**Non-Collusion Affidavit**STATE OF LOUISIANAPARISH  
COUNTY OF BOSSIER

I state that I am (Title) PRESIDENT of (Name of My Firm) CITY TELE-COIN COMPANY, INC. and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

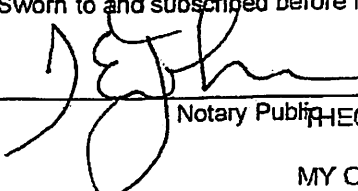
**I STATE THAT:**

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) CITY TELE-COIN COMPANY, INC., its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:  
NONE

I state that (Name of My Firm) CITY TELE-COIN COMPANY, INC. understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

 PRESIDENT  
Representative's Signature Title

Sworn to and subscribed before me this 6th day of MARCH, 2020

 My commission expires: WITH LIFE  
Notary Public THEODORE E. JOHNSON JR.  
LA BAR #7031  
MY COMMISSION IS FOR LIFE

## Attachment 3



## DIVERSITY BUSINESS INFORMATION

### Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

**"MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast-
- o Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

**"MINORITY BUSINESS ENTERPRISE"** shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**"WOMEN BUSINESS ENTERPRISE"** shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

## DIVERSITY BUSINESS INFORMATION ANDERSON COUNTY GOVERNMENT

**NOTE:** This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

### IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

#### SECTION 6 - DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: \_\_\_\_\_

Type of Company: (Check One)

(☒) Corporation    (☐) Partnership    (☐) Limited Liability    (☐) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes \_\_\_ No ☒

If yes, check the ethnic category and indicate % of ownership:

- ☐ American Indian/Alaskan Native \_\_\_\_%  
☐ African American \_\_\_\_%  
☐ Hispanic \_\_\_\_%  
☐ Asian/Pacific Islander \_\_\_\_%  
☐ Other \_\_\_\_% \_\_\_\_\_ (please indicate)

Please name the entity of certification: \_\_\_\_\_

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: \_\_\_\_\_ OFFICER OF THE COMPANY

Name: GERALD L. JUNEAU Title: PRESIDENT

#### NOTARY ACKNOWLEDGEMENT:

STATE OF LOUISIANA

PARISH  
COUNTY OF BOSSIER

ON MARCH 6, 2020, BEFORE ME Theodore E. Johnson

PERSONALLY APPEARED GERALD L. JUNEAU, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: \_\_\_\_\_

PRINTED FULL NAME OF NOTARY: THEODORE E. JOHNSON JR.

MY COMMISSION EXPIRES: DATE 7/1/2021  
MY COMMISSION IS FOR LIFE

**Attachment 4  
Insurance Requirement Acknowledgment**

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act; any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

- |    |                                     |   |   |
|----|-------------------------------------|---|---|
| 1. | <input checked="" type="checkbox"/> | <b>Workers Compensation<br/>Employers Liability</b>   | Statutory limits<br>100,000/100,000/500,000       |
| 2. | <input checked="" type="checkbox"/> | <b>Commercial General Liability</b>   | \$500,000 per occurrence<br>\$1,000,000 aggregate |
|    | <input checked="" type="checkbox"/> | Occurrence Form Only  |   |
|    | <input checked="" type="checkbox"/> | Include Premises Liability  |   |
|    | <input checked="" type="checkbox"/> | Include Contractual   |   |
|    | <input checked="" type="checkbox"/> | Include XCU   |   |
|    | <input checked="" type="checkbox"/> | Include Products and Completed Operations   |   |
|    | <input checked="" type="checkbox"/> | Include Personal Injury   |   |
|    | <input checked="" type="checkbox"/> | Include Independent Contractors   |   |
|    | <input checked="" type="checkbox"/> | Include Vendors Liability   |   |
|    | <input checked="" type="checkbox"/> | Include Professional or E&O Liability   |   |
| 3. | <input type="checkbox"/>            | <b>Business Auto</b>  |   |
|    | <input type="checkbox"/>            | Include Garage Liability  |   |
|    | <input type="checkbox"/>            | Include Garage Keepers Liability  |   |
|    | <input type="checkbox"/>            | Copy of Valid Driver's License  |   |
|    | <input type="checkbox"/>            | Copy of Current Motor Vehicle Record  |   |
|    | <input type="checkbox"/>            | Copy of Current Auto Liability Declarations Page  |   |
| 4. | <input type="checkbox"/>            | <b>Crime Coverages</b>  |   |
|    | <input type="checkbox"/>            | Employee Dishonesty   |   |
|    | <input type="checkbox"/>            | Employee Dishonesty Bond  |   |
| 5. | <input type="checkbox"/>            | <b>Property Coverages</b>   |   |
|    | <input type="checkbox"/>            | Builders Risk   |   |
|    | <input type="checkbox"/>            | Inland Marine   |   |
|    | <input type="checkbox"/>            | Transportation  |   |
| 6. | <input type="checkbox"/>            | Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This <u>MUST</u> be submitted before purchase order issued. |   |

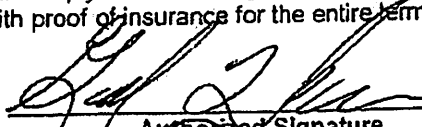
Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

**Bidders Statement and Certification**

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

CITY TELE COIN COMPANY, INC  
Vendor Name

GERALD L. JUNEAU  
Bid Representative Name (Please Print)

  
Authorized Signature  
MARCH 6, 2020  
Date



## ANDERSON COUNTY GOVERNMENT

TERRY FRANK  
COUNTY MAYOR

April 8, 2020

Katherine Ajmeri  
Deputy Purchasing Agent

Commissioner Tim Isbel  
Chairman Purchasing Committee

Dear Chairman Isbel and Ms. Ajmeri,

I wish to add the following contract to the Purchasing Agenda.

At the March 16, 2020 meeting, Commission had authorized me to negotiate a closing on or prior to April 24, 2020; however, because of global market disruptions surrounding COVID-19, we had to postpone our planned April 1<sup>st</sup> bond issuance for our refunding, ESG and partial senior center funding. Rates were unstable and even jumped up. Our savings model was based on anticipated rates, so based on discussions with Scott Gibson of Cumberland Securities, we are waiting for a measure of stability to achieve our desired goals.

We have officially notified the Comptroller's Office of our intent to sell bonds within the next 30 days. That may push the sale of bonds out to as far as May 6, 2020.

Based on those market factors, I reached out to Faith Promise and they have agreed to postpone to May 8, 2020. I have amended the contract to reflect this change.

There are no other changes than what I presented at the regular March 16, 2020 Commission meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Frank", is written over a horizontal line.

Terry

Parcel 1-CLT No: 081-095.02  
 Parcel 2-CLT No: 081-095.06

This Instrument Prepared by:  
 Office of the Anderson County Law Director  
 101 S. Main Street, Ste. 310  
 Clinton, TN 37716  
 Phone: 865-457-6290  
 Email: jyeager@aclawdirector.com

### **COMMERCIAL REAL ESTATE PURCHASE CONTRACT**

1. For and in consideration of the mutual covenants of the parties set forth and contained herein, **ANDERSON COUNTY GOVERNMENT**, (Buyer) does hereby agree to buy and **FAITH PROMISE CHURCH** (Seller) agrees to sell and convey by good and valid special warranty deed, the following real properties on the terms stated in this Commercial Real Estate Purchase Contract: all that fee simple land and all improvements thereon described in the following two (2) parcels:

Parcel 1: Map: 081, Parcel: 095.02 - containing 3.56 Acres; and  
 Parcel 2: Map: 081, Parcel: 095.06 - containing 3.15 Acres.

The properties are situated in the Eleventh (11) civil district of Anderson County, Tennessee inside the corporate limits of the City of Clinton and more specifically described as follows:

Map 081, Parcel 095.02 being the same property conveyed to Faith Promise Church by General Warranty Deed from Lifepoint Network, dated August 14th, 2013, and recorded in Book of Deeds 1588, Pages 385-389 located in the Anderson County Register's Office. (Exhibit 1, Deed; Exhibit 2, Tax Card; Exhibit 3, Map)

Map 081, Parcel 095.06 being the same property conveyed to Faith Promise Church by Warranty Deed from John Mowery and wife Kim Mowery, dated March 6, 2014, and recorded in Book of Deeds 1062, Pages 159-160 located in the Anderson County Register's Office. (Exhibit 4, Deed; Exhibit 5, Tax Card; Exhibit 6, Map)

These properties are subject to all applicable easements and restrictions, including the permitted encumbrances, recorded in the Anderson County Register's Office.

### **FREE FROM ENCUMBRANCES**

2. Seller acknowledges to Buyer that Seller will clear properties of all encumbrances, including but not limited to all liens, mortgages, judgments, or taxes owed on the above-described properties within thirty (30) calendar days after closing. If all liens, mortgages, judgments and taxes owed are not paid in full within thirty (30) days after closing, Buyer will be entitled to a complete refund of purchase money without further legal process.

### **CLOSING DATE**

3. This sale is to be closed on or before May 8, 2020 Buyer may occupy properties on \_\_\_\_\_

\_\_\_\_\_ to closing, but no sooner than \_\_\_\_\_ or before if Seller consents in writing. Closing is scheduled at 2 p.m. on May 8, 2020 at the Office of the

Anderson County Law Director, 101 South Main St., Ste. 310, Clinton, Tennessee 37716. The closing date may be extended if agreed upon in writing by both Buyer and Seller.



Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

#### PRICE AND TERMS

4. Buyer agrees to pay Seller a total purchase price of Five Hundred Thousand Dollars and no one hundredths (\$500,000.00) for both parcels combined as described above, including all hereditaments, appurtenances and improvements located thereon at closing minus any earnest money deposit, for a total due from Buyer to Seller of \$500,000.00 at closing.

\* Purchase Price to be paid in U.S. dollars, which will be paid as follows:

☒ Cash \$500,000.00 total compensation.

☐ Cash Earnest Deposit \$0 due upon signing sales contract.

☒ Cash \$500,000.00 due at Closing.

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

#### PRORATIONS

5. At closing, adjustments between the parties shall be made as of the Closing Date. Real and personal property taxes upon the properties assessed for the year in which closing occurs (regardless of when due and payable) shall be prorated as of the Closing Date. If the amount of such taxes for the year in which the closing occurs cannot be reasonably ascertained, the apportionment shall be based at closing upon the amount of such taxes for the next preceding tax year but shall be readjusted when the amount of such taxes is finally determined. Any back taxes assessed for any year prior to the year in which closing occurs shall be paid in full by Seller(s) at closing, including all delinquent and/or interest charges. Special assessments levied or pending shall be the responsibility of Seller(s), which responsibility shall survive closing and shall not be merged with the deed.

#### CLOSING COSTS

6. All closing costs shall be paid as follows:

Buyer shall be responsible for all fees, costs and expenses incurred by Buyer in connection with or relating to Buyer satisfying the terms and conditions hereof; including, but not limited to, Buyer's attorney fees, title insurance, recording fees and state transfer taxes.

Neither Buyer nor Seller have used the services of an agent or broker and no commissions or finder's fees are owed or will be owed at closing by either party. The Anderson County Law Director's Office will prepare sales contract and deed and will conduct closing free of charge to Buyer and Seller upon consent of the parties.

#### SURVEY AND TITLE APPROVAL

7. A survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder will be prepared by a licensed surveyor acceptable to the Buyer if requested. Such survey shall incorporate an exact description of the Real Properties to be conveyed, shall be dated not more than ninety (90) days prior to the Closing Date, shall show the total area of the Real Properties in square feet, easements, if any, dimensions and locations of improvements, parking spaces and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description shall become a part of this Contract and such survey description shall be

whatsoever Buyer is not completely satisfied with all aspects of the Properties (physical, environmental, financial, market, or otherwise), Buyer shall have the right to terminate this Contract, at Buyer's sole and absolute discretion, by notice to Seller prior to the expiration of the Inspection Period. In such an event, the exclusive remedy to Seller is retention of earnest money and no other proceeding in law or equity are available. However, once closing is final, Buyer waives all inspection and approval rights.

Buyer shall have the right to re-inspect the Properties immediately prior to closing. If an adverse change in the condition of the Properties has occurred, Buyer may terminate this Contract, and in such an event, the earnest money shall be immediately returned to the Buyer, and each of the parties shall be released from further liability to the other.

To the maximum extent permitted by applicable law and except for Seller's representations and warranties in this Agreement, this sale is made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or to the maximum extent permitted by applicable law) by Seller. As a material part of the reduced purchase price being paid for the Properties, Buyer agrees to purchase the Properties on an "as is" and "where is" basis, with all faults, and without any representation or warranty, all of which Seller hereby disclaims, except for those representations and warranties made by Seller as set forth in Sections 15, 16, 17, 18, 19 and 20. Purchaser acknowledges that it has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, and legal compliance of the Properties.

#### **CONDEMNATION**

14. If all or any part of the real properties is subject to pending or threatened condemnation or similar proceeding or is otherwise taken through any power of eminent domain prior to closing, Buyer may terminate this Contract and have the earnest money immediately returned, in which case each of the parties shall be released from further liability. Seller warrants that properties are not subject to a condemnation proceedings at the present time and Seller has not received information concerning condemnation of the properties at a future time.

#### **SELLER'S REPRESENTATIONS AND WARRANTIES**

15. **Title.** Seller is the true and lawful owner of the Properties and has full power and authority to enter into this Contract and to convey the Properties. Seller's execution of this Contract and performance hereunder is not in conflict with or a breach or default under any other agreement to which Seller is bound.

16. **Governmental Authority & Compliance.** Seller has not received any notice that the Properties are not in compliance with any federal, state or local statute, ordinance, rule, regulation, requirement or code, including without limitation building; zoning, fire, health, environmental and safety codes, relating and/or applicable to the ownership, use and operation of the Properties.

17. **No Dispute.** With respect to the operation, use, and ownership of the Properties, to the best of Seller's knowledge, there is no existing or threatened default or dispute under the terms of any agreement or contract which materially and adversely affects the Properties or its value.

18. **No Liens.** Seller warrants that upon completion of the Closing there will be no encumbrances, liens, or charges of any kind upon the Properties.

19. **Litigation.** Seller represents and warrants to the best of Seller's knowledge that there is no pending or threatened litigation related to Properties.

20. **Hazardous Substances.** Seller represents that, to Seller's knowledge, Seller has not manufactured, handled, stored, disposed of, treated or released hazardous substances on the properties during the period of Seller's ownership other than substances customarily brought upon, stored, handled, disposed of, or used in the operation of a church with similar characteristics. Except for the immediately foregoing, Seller neither makes nor has it made any other representation or warranty respecting the environmental condition of the Properties and Buyer is encouraged to obtain its own environmental assessment of the Properties during the Inspection Period as defined in Section 13 hereof. Buyer hereby acknowledges that Seller has previously furnished to Buyer a copy of the Phase I Environmental Assessment dated September 20, 2013 prepared for Seller. Buyer further acknowledges that it has reviewed said Phase I Environmental Assessment. The term "hazardous substance" means any hazardous or toxic substance subject to regulation, investigation, control or remediation under any applicable environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42.U.S.C. §9601, et seq.

21. **Knowledge.** For the purposes hereof, "Seller's knowledge" shall be limited to the knowledge of Dr. Chris Stephens, Dr. Josh Whitehead and Aaron Goin of Faith Promise Church.

22. **Survival.** All of the covenants, representations, warranties of the Seller(s) made herein are and shall be continuous and continuing and all of the same shall remain true and correct in all respects through closing and all of the same shall survive the closing and transfer of title to the Properties to Buyer(s) as contemplated hereunder for a period of one (1) year immediately following the date of Closing.

#### **MISCELLANEOUS**

23. **No Oral Modification.** No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

24. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

25. **Severability.** In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

26. **Exhibits.** Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

27. **Multiple Counterparts; Effectiveness.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

28. **Jurisdiction.** Each party hereby irrevocably submits to the jurisdiction of all state courts

sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

**29. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective parent company, subsidiary, successors, heirs or assigns.

**30. Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

**31. Notice.** Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties.

**Buyer:**

Anderson County, Tennessee  
Mr. Robby, Interim Director of Finance 100 North Main Street, Suite 210  
Clinton, TN 37716  
Phone: 865-457-5400

**Seller:**

Faith Promise Church  
10740 Faith Promise Lane  
Knoxville, TN 37931  
Phone: 865-251-2590

**33. Titles and Subtitles.** Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

**34. Assignment.** This Agreement shall be assignable only upon consent of the parties hereto. Any other assignment must have the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

**35. Further Documentation.** The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

**SPECIAL TERMS**

**36.** Buyer(s) must be able to permanently occupy properties on or before \_\_\_\_\_.

**OFFER AND ACCEPTANCE**

**37.** This CONTRACT constitutes the entire agreement between Buyer and Seller and supersedes and cancels any and all prior negotiations, representations, warranties, understandings and agreements (both written and oral) of Buyer and Seller with the exception of representations made herein. No variations or amendments of this CONTRACT shall be valid or enforceable without written approval of Buyer and Seller. All agreements and representations about the Properties must be set forth in writing.

**FOR BUYER: ANDERSON COUNTY, TENNESSEE**

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

By: \_\_\_\_\_  
Tracy Wandell

Its: Chair, Anderson County Board of Commissioners

By: \_\_\_\_\_  
Terry Frank

Its: County Mayor

By: \_\_\_\_\_  
Robby Holbrook

Its: Interim Finance Director

Date: \_\_\_\_\_

Address: 100 Main Street, Room 210, Clinton, Tennessee 37716

**FOR SELLER: FAITH PROMISE CHURCH**

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 10740 Faith Promise Lane, Knoxville, TN 37931

APPROVED AS TO FORM:

\_\_\_\_\_  
N. Jay Yeager, Anderson County Law Director

## CUSTOMER INFORMATION (Service Location)

Address 1	100 N MAIN ST	City	CLINTON
Address 2	RM 105	State	TN
Primary Contact Name	Tammy Catron	ZIP Code	37716
Business Phone	(865) 457-6258	County	
Cell Phone		Email Address	lcatron@andersontn.org
Pager Number		Primary Fax Number	
Technical Contact Name		Tech Contact On-Site?	No
Technical Contact Business Phone		Technical Contact Email	
Property Manager Contact Name		Property Mgr. Phone	

## COMCAST BUSINESS SERVICES

Selection (X)	
Business Voice	
Business Internet	X
Business TV	X
Service Term (Months)	24

## COMCAST BUSINESS SERVICES DETAILS

## Business Voice\*

VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Full Feature Voice Lines	0		
1+ Lines			
Basic Lines	0		
Toll Free Numbers			
Fax Lines			
Equipment Fee			
VOICE OPTIONS	Selection(X)	Total Cost	
VoiceMail	0		
Enhanced Listings			
Auto-Attendant			

\*Voice offers &amp; options not available in all markets.

## Comcast Business Packages

Package Name:
PACKAGE DESCRIPTION

## VoiceEdge Select Selections\*

Voice Selections	Quantity	Unit Price(MRC)	Total Price(MRC)	Unit Price(NRC)	Total Price(NRC)
VoiceEdge Select Seats	0	\$0.00	\$0.00	\$0.00	\$0.00
Cordless Handset	0	\$4.95	\$0.00	\$0.00	\$0.00
Cordless Deskphone	0	\$4.95	\$0.00	\$0.00	\$0.00

\*Bundle include: Auto attendant, Hunt Group and Base station

## Business Internet\*

INTERNET SELECTIONS	Selection(X)	Total Cost
Speed - Business Internet 75	X	\$149.95
Equipment Fee	X	\$18.45

\*Business Internet speed tier selections not available in all markets.

\*Internet selections &amp; options not available in all markets.

INTERNET OPTIONS	Selection(X)	Total Cost
Static IP V4/V6 - 1	X	\$19.95
Wi-Fi - Business Wifi Standard	X	\$0.00

## Business TV\*\*\*

TV SELECTIONS	Selection	Total Cost
TV Select	X	\$19.95
HD Technology Fee	X	\$9.95

TV OPTIONS	
Sports Pack**	
Canales Selecto	
Music Choice W/Comcast Business TV	
Other	
Other	

TV CONFIGURATION DETAILS	Quantity	Unit Cost	Total Cost
Primary Outlet - TV Adaptor	1	\$0.50	\$0.50
TV Box + Remote	0	\$0.00	\$0.00
TV Adaptor	0	\$0.00	\$0.00

mini mDTA/MDTA Type	# of Outlets	NRC	MRC

\*\*\* Not available in home offices or private view establishments. TV selections &amp; options not available in all markets. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including but not limited to Video and/or Public View Video.

\*\* Available as add-on to Digital Standard &amp; Digital Deluxe TV Selections only.

## COMCAST BUSINESS TOTAL SERVICE CHARGES

Comcast Business	Selection(X)	Quantity	Unit Cost	Total Cost	Total Monthly Service Charge	\$218.75
Business Internet/TV/Voice Installation Fee	X		\$99.95	\$99.95	Promotional Code (if applicable)	
Voice Activation Fee*					Discount On Internet (if applicable)	
Auto-Attendant Setup Fee					Discount On Video (if applicable)	
Toll Free Activation Fee					Discount On Voice (if applicable)	
Directory Listing Suppression Fee					Discount On VoiceEdge Select Seats (if applicable)	
VoiceEdge Select Seat Activation Fee**						

\* Per line activation fee, up to four (4) line maximum charge.

\*\* Bundle includes: Auto attendant, Hunt Group and Base Station.

Total Discount \$0.00Total Recurring Monthly Bill: \$218.75

Total Installation Charges:\*

\$99.95

\* Does not include Custom Installation Fees

\* Applicable federal, state, and local taxes and fees may apply

## GENERAL SPECIAL INSTRUCTIONS

## COMCAST BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email	No	Equipment Selection	Business Wireless
Number of Static IPs*	1	Business Web Hosting	No

## COMCAST BUSINESS TV CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary	Outlet - 1	TV Adaptor
Outlet 2 - Additional		
Outlet 3 - Additional		
Outlet 4 - Additional		
Outlet 5 - Additional		
Outlet 6 - Additional		
Outlet 7 - Additional		
Outlet 8 - Additional		

Additional Comments:

--

## OUTLETS 9 &amp; UP QUANTITY

TV Box + Remote	0
TV Adaptor	0

## COMCAST BUSINESS VOICEEDGE SELECT CONFIGURATION DETAILS

Phone #	Type

## COMCAST BUSINESS VOICE CONFIGURATION DETAILS

Phone #	Type	Voicemail	Customer Equipment
			Phone System Type ( Key System, PBX, Other)
			Phone System Manufacturer
			Fax Machine Manufacturer
			Alarm System Vendor
			Point of Sale Device
			Telco Closet Location
			Hunt Group Configuration Details
			Hunt Group Features Requested (Yes/No)
			Hunt Group Configuration Type
			Hunt Group Pilot Number



Toll Free #	Calling Origination Area	Associated TN

## Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)		Additional Voice Details	
Directory Listing Phone Number		Caller ID (Yes/No)	
Directory Listing Display Name		Caller ID Display Name (max 15 char.)	
DA/DL Header Text Information		International Dialing (Yes/No)	No
DA/DL Header Code Information		Call Blocking (Yes/No)	
Standard Industry Code Information		Auto-Attendant (Yes/No)	No

## COMCAST BUSINESS VOICE EDGE CONFIGURATION DETAILS

## Voice Edge Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	

## Voice Edge Additional Voice Details

Caller ID (Yes/No)	
International Dialing (Yes/No)	
Caller ID Display Name (max 15 characters)	
Call Blocking (Yes/No)	
Enterprise Extension Dialing?	

## CUSTOMER BILLING INFORMATION

Billing Account Name	<u>Anderson County Government</u>	City	<u>CLINTON</u>
Billing Name (3rd Party Accounts)	<u></u>	State	<u>TN</u>
Address 1	<u>100 N MAIN STRM 105</u>	ZIP Code	<u>37716</u>
Address 2	<u></u>	Billing Contact Email	<u>tcatron@andersontn.org</u>
Billing Contact Name	<u>Tammy Gatron</u>	Billing Contact Phone	<u>(865) 457-6258</u>
Tax Exempt?*	<u>Yes</u>	Billing Fax Number	<u></u>

\* If yes, please provide and attach tax exemption certificate.

## AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Comcast Business Voice, Internet, TV, Comcast Business SecurityEdge and Comcast Business SmartOffice™ Services ("Service") carry a 30 day\* money back guarantee\*\*. If, within the first 30 days following Service installation, Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for the monthly recurring fee paid for the first 30 days of service, excluding installation charges, fees, taxes and voice usage charges, however, Customer will be charged any remaining payments owed for non-refundable fees (including installation) and other charges. In order to be eligible for the refund, Customer must cancel Service within 30 days after installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

\*Comcast Business Trunks and Comcast Business VoiceEdge™ carry a 60 day money back guarantee, subject to the above terms.

\*\*The money back guarantee does not apply to Hospitality Video or Ethernet Services.

3. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

5. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

6. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

## 911 NOTICE

Comcast Business Digital Voice service ("Voice Service") may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice Service, Comcast must have the correct service address for the telephone number used by the Company. If the Voice Service or any Voice Service device is moved to a different location without Company providing an updated service address, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location may also increase these risks.

- The Voice Service uses electrical power in the Company's premises. If there is an electrical power outage, 911 calling may be interrupted if a battery back-up is not installed in the voice modem, fails, or is exhausted.

- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, a broadband connection failure, or another technical problem.

- Customer should call Comcast at 1-888-824-8104 if it has any questions or needs to update a service address in the 911 system. Delays in updating the service address may also impact 911.

- BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.

## CUSTOMER SIGNATURE

By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <http://business.comcast.com/terms-conditions/index.aspx>.

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FOR COMCAST USE ONLY

Sales Representative: Enterprise BigSouthIOE

Sales Representative Code: \_\_\_\_\_

Sales Manager/Director Name: Enterprise Sales Manager

Sales Manager/Director Approval: \_\_\_\_\_

Division: Central

SmartOffice License Number: \_\_\_\_\_

**FIRST AMENDMENT TO THE  
MEDICAL SERVICES AGREEMENT BETWEEN  
CAREHERE MANAGEMENT, PLLC AND ANDERSON COUNTY, TN**

This First Amendment is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Amendment") by and between CareHere Management, PLLC ("CareHere") and Anderson County, TN ("Employer"), collectively the "Parties", and each, a "Party".

**WHEREAS**, the Parties entered into the Medical Services Agreement on February 27, 2019 (the "Existing Agreement"); and

**WHEREAS**, pursuant to Section 4.03 of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party.

**NOW, THEREFORE**, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
  - (a) Exhibit G shall, attached to this Amendment, shall be added in its entirety to the Existing Agreement.
3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the "Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.
4. Miscellaneous.
  - (a) This Amendment shall be governed by, and interpreted in accordance with, the laws of the State of Tennessee, without giving effect to its conflict of laws provisions.
  - (b) This Amendment is binding upon the parties, their successors and assigns.
  - (c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
  - (d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.
  - (e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the

subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Employer and CareHere have executed this Amendment as of the date first above written.

Anderson County, TN

CareHere Management, PLLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ben Baker

Title: \_\_\_\_\_

Title: Chief Operating Officer

Address: \_\_\_\_\_

Address: 5141 Virginia Way  
Suite 350  
Brentwood, TN 37027

/

## EXHIBIT G

**CareHere Telehealth Services Fee Schedule:**

CareHere shall provide telehealth services for the below eligible employees and dependents as detailed below:

ELIGIBILITY AND FEE SUMMARY			
ELIGIBILITY SUMMARY	YEAR ONE	YEAR TWO	YEAR THREE
Enrolled Employees w Coverage	322	328	335
Non-Insured Employees (PT & Waived)	178	182	185
Enrolled Employee: Dependant Ratio 2.37			
Total Eligible Members (Enrolled Employee & Dependents, Unenrolled Employees, & PT Employees)	941	960	979
PEPM Fee (Medical)	\$ 1.74	\$ 1.74	\$ 1.74
PEPM Fee (Behavioral)	\$ 0.49	\$ 0.49	\$ 0.49
Per Visit Fee (Medical)	\$ 45.00	\$ 45.00	\$ 45.00
Per Visit Fee (Behavioral)	Varies	Varies	Varies
FEE SUMMARY	YEAR ONE	YEAR TWO	YEAR THREE
Total Annual PEPM Fees	\$ 13,380	\$ 13,648	\$ 13,921
Total Annual Employer Share of Visit Fees (Medical Only)	\$ 2,970	\$ 3,178	\$ 3,404
Total Annual Employer Share of Visit Fees (Behavioral Only)	\$ 2,541	\$ 1,296	\$ 1,586
Implementation Fee (Medical & Behavioral)	\$ 1,500		
Estimated Pass-Through Costs During Implementation:			
Telehealth Welcome Package, Initial Communication & Marketing	\$ 990		

**Eligibility\*:**

Employees (Enrolled and Non-Insured) ..... 500

\* Eligibility based on the most recently updated eligibility files and to be updated based on current eligibility file update frequency or, if there is no eligibility file feed currently in place, to be updated no less than monthly.

**Management Fees:**

CareHere offers the Telehealth services on a recurring Per Employee Per Month (PEPM) fee along with a per visit fee for both acute care medical visits as well as behavioral health visits.

**Medical Visits (PEPM + Visit Fee):**

Per Employee Per Month (PEPM) Medical Fee .....\$1.74  
Per Visit Fee (Medical).....\$45.00

**Behavioral Health (PEPM + Visit Fee):**

Per Employee Per Month (PEPM)Fee:.....\$0.49  
Per Visit Fee..... See Table Below

Implementation Fee (one-time).....\$1,500

LICENSE TYPE	CPT CODE	MODIFIER	DESCRIPTION	DURATION	FEE SCHEDULE
MASTERS/PH.D.					
	90791	GT	Psychiatric diagnostic evaluation	N/A	\$90

	90832	GT	Individual psychotherapy	30	\$45
	90834	GT	Individual psychotherapy	45	\$90
	90847	GT	Family psychotherapy with patient present	45	\$90
<b>PSYCHIATRIC</b>					
	90792	GT	Psychiatric diagnostic with an E&M services	N/A	\$250
*Add-on only	90833	GT	Individual/family psychotherapy with E&M	30m	\$100
*Add-on only	90836	GT	Individual/family psychotherapy with E&M	45m	\$150
*Add-on only	90838	GT	Individual/family psychotherapy with E&M	60m	\$200
	99213	GT	E&M services for an established patient	15m	\$95
	99214	GT	E&M services for an established patient	25m	\$100
	99215	GT	E&M services for an established patient	40m	\$150

### **Payment schedule:**

Program management fees are invoiced monthly and based off the most recent eligibility file. Any implementation fee is billed and payable at contract signing with any pass-through costs for welcome packages, communications and marketing being billed as incurred.

### **SCOPE OF SERVICES INCLUDED IN CAREHERE MANAGEMENT FEE**

#### **Implementation Services:**

- **Implementation Go-Live Date:** CareHere shall use reasonable business efforts to implement within 10 weeks from contract signing.
- **Implementation Kickoff Meeting:** Initial Implementation Team meeting to start the implementation process. This conference call will include all members of the implementation team, from both CareHere and Employer, to provide the foundation and expectations for the implementation process.
- **Engagement Strategy Meeting:** meeting to develop the appropriate engagement strategy for the Employer's population and what materials will be most appropriate to drive the desired level of engagement and utilization.
- **Implementation Team Calls:** routine, pre-scheduled calls to work through the mechanics of setting up the telehealth product. Call focused on clinical integration, reporting, communications, IT integration, and launch preparedness.

#### **Acute Care:**

- Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, common cold, allergies, constipation, cough, diarrhea, ear problems, fever, flu, headache, insect bites, nausea, vomiting, pink eye, rash, respiratory problems, sore throat, and UTI (adult females, 18+).
- Patients will have access to ePrescribing capabilities.
- All services and care are contingent on applicable regulations and licensure.

### **Behavioral Health Services:**

- Behavior health services are available from multi-disciplined, licensed psychiatrists, psychologists, therapists, counselors and more for a number of treatment conditions. Examples include, but are not limited to, addictions, trauma & PTSD, grief and loss, bipolar disorder, eating disorders, LGBT issues, depression, relationships, postpartum depression, stress, and anxiety.
- Patients will have access to ePrescribing.
- All services and care are contingent on applicable regulations and licensure.

### **Programmatic Integration**

- **Data Integration & Continuity of Care:** Patient visit/ clinical information will be integrated back into the CareHere EMR to ensure proper coordination of care. The patient's onsite, CareHere provider will have access to, and be notified of, all diagnoses, prescriptions, and recommended medical care treatment plans to ensure proper continuity of care.
- **Streamlined User Experience:** Patient will have capabilities to access all services through their online CareHere EMR account, including appointment setting.
- **Multi-Modality Capabilities:** patients will be able to access services via a computer, tablet, phone or mobile device with video or telephonic capabilities.

### **Core Solutions Team Account Management and Advisory Services**

- **Ongoing Support:** Your assigned Director of Clinical Services ("DCS") provides a point of contact for working with the CareHere onsite clinicians, technology team members, communications resources and others to ensure any issues are identified and addressed quickly.
- **Engagement & Communications Support:** The DCS will work collaboratively with you and the CareHere communications team to develop a detailed engagement strategy for the eligible population. Additionally, they will work to supply Employer with communications materials in order to drive appropriate utilization.
- **Strategic Planning:** the DCS will work to understand and support Employer's unique business objectives and goals. The DCS will work collaboratively with the Employer's broker/consultant, to ensure the appropriate programmatic resources are available to meet the customers long term healthcare strategy.

### **Management Reporting and Analysis**

- **Monthly reporting** including, but not limited to, visit type, visit volume, utilization, modality usage preferences and trends, and cost summaries.

### **Engagement Strategy & Communications Materials**

- **Engagement Strategy:** a customized plan of action and set of communications materials, along with a distribution calendar, to increase programmatic engagement post launch. Samples may include files containing communications materials such as: site posters, countdown flyers, email communication templates, digital communication, scope of service flyers, and programmatic detail collateral.
- **Communications Materials:** onboarding and welcome materials ensure employees can access their telehealth services. Ongoing communications materials are available to assist

in driving continuous engagement for a focused program. Your DCS will assist in development of an ongoing communications plan.