

March 18, 2022

Rowan County
Attention: Anna Bumgarner, Purchasing Director
Suite 31
130 W. Innes Street
Salisbury, North Carolina 28144

RE: RFP 2022-028, Inmate Communication Services

Dear Ms. Bumgarner:

Pay Tel Communications, Inc. is pleased to offer the enclosed proposal for Inmate Communication Services to Rowan County, North Carolina. Based on the information provided in the RFP about the project, Pay Tel is prepared to meet or exceed the County's expectations when it comes to inmate telephone service, communication and tablet services provided to the Rowan County Detention Center. Pay Tel hereby acknowledges receipt of the original RFP and three Addenda issued to date.

Why Pay Tel?

Pay Tel has been in business under the same company name and ownership for thirty five years. Our management and technical team include many long-term employees and each has played an instrumental part in ensuring the company's success to date. In an industry that is in a constant state of turmoil due to mergers and acquisitions, and the recent entry of new inexperienced players, the stability found at Pay Tel is rare. We are pleased to offer Rowan County a proven commitment to consistency, integrity and service.

What makes Pay Tel different? At the most fundamental level, Pay Tel is a private, family-owned business built on our beliefs and confirmed in our Mission, Vision and Core Values. We do not answer to the demands of private equity firms/investment bankers who are driven solely by profits. Rather, we respond to a higher calling – to deliver products and services with integrity and compassion.

At Pay Tel, we understand that we serve two distinct customers: the Facility, who represents the community's needs, and secondly, the inmates and their friends and family – those who pay for the services we provide. For over three decades, we have served the citizens in our client counties with a commitment to treat the inmates and their families ethically by charging low, fair rates and fees and delivering respectful, courteous service. Our enclosed cost proposal demonstrates Pay Tel's commitment by offering a low rate for all calls together with a competitive compensation package.

By selecting Pay Tel, the citizens of the Rowan County community will benefit from the following family-friendly services:

- First Call Free™ – the first call to every new number is free followed by connecting the called party to a live customer service representative for assistance 24 hours a day, 365 days a year.
- Lowest payment fees in the industry – with cash payments for \$1.99 via PayNearMe™
- Monthly Account Statements online or mailed upon request
- Account Refunds paid upon request at any time with no fee
- Account Balances never expire

Account Support

Rowan County will be supported by Pay Tel's North Carolina Regional Account Manager, Megan Hurley. Megan comes from a family with a long history of law enforcement service. This background has allowed her to be successful in serving the corrections market for both the commissary and healthcare markets and provides a unique perspective on the inmate phone market as well. Megan's positive approach and personal integrity drive her to provide excellent service to her clients.

The Right Decision for Rowan County Detention Center

When making the decision for Inmate Communication Services, we encourage you to consider those items that impact the Citizens of Rowan County most significantly:

- Low cost of phone calls with low fees
- Consumer-friendly services to families
- Positive impact on the community – Pay Tel's Rise4Me™ resource database supports successful reentry to reduce recidivism
- Proven incentive education model with industry-leading inmate engagement levels of up to 98%
- Content designed to assist inmates in making good choices to turn their lives around
- Eliminate the divide between the "haves and the have-nots" with the ability for inmates to earn free entertainment by completing education & life-skills courses
- Positive impact of tablet on facility staff – calming effect on inmates increases officer safety

Again, we thank you for the opportunity to present our proposal to you. Pay Tel looks forward to earning the right to serve Rowan County's Inmate telephone, communications and tablet needs.

As President and owner of Pay Tel Communications, Inc., I am authorized to bind the company to the enclosed proposal. The enclosed proposal shall remain valid for a minimum of 90 days from the RFP opening.

Sincerely,



Vincent Townsend
President

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Technology & Service Proposal

I. INTRODUCTION

Pay Tel Response: ACKNOWLEDGED AND AGREED.

II. PROPOSAL PROCESS AND INSTRUCTIONS

Pay Tel Response: ACKNOWLEDGED AND AGREED.

III. GENERAL REQUIREMENTS

A. Conditions

All proposals must contain a complete list of all customers in North Carolina for whom they have installed correctional phone systems. The list will contain the following information: Customer Name, Address, Telephone Number, Contact Person, and Date Installed as well as Average Daily Population (ADP) and whether the system is or is not similar to the system being proposed for the Rowan County Sheriff's Office.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Pay Tel is located just an hour away in Greensboro, NC and we are currently proud to serve 46 counties within the state. Every single client facility utilizes the CenturionITS™ call platform that is proposed to Rowan County. **Clients listed in bold also have the Pay Tel inteTABLET and the same Video Visitation solution proposed.** Pay Tel's current North Carolina client list is provided on the following pages.

B. Past Customers

All proposals shall contain a list of past North Carolina customers that you are no longer doing business with from the last three (3) years. Include the Customer Name, Address and dates of service.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Past Customers	
Craven County Jail, New Bern, NC 28562	7/2000-8/2019
Pamlico County Jail, Bayboro, NC 28215	5/1998-9/2019
Wake County Raleigh, NC 27602	6/1991-11/8/2019
McDowell County Marion, NC 28752	6/2012-4/2020
Onslow County, Jacksonville, NC 28540	8/2009-8/2020

C. Scope

This RFP covers all Rowan County Adult Detention facilities owned and located within the geographical boundaries of Rowan County, North Carolina.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

D. Site Visits/PRE-BID Conference

Optional pre-bid conference will be held at March 1, 2022 at 10am. If needed a site visit will happen after the pre-bid conference.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

E. Initial Contract Term

The initial contract term will be for two (2) years, with additional one (1) year terms if agreed upon both. The successful vendor must provide service and pay the stated commissions for the initial term and all renewals, with the exception that the commission rate may be increased by the Contractor at any time when agreed upon by both parties.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel Proposal for Rowan County | RFP 2022-028 Inmate Communication Services

CURRENT NC CLIENTS	CONTACT	STREET ADDRESS	CITY, ST, ZIP	PHONE	ADP	INSTALLED	SIMILAR
Alamance County	Sheriff Terry Johnson	109 S. Maple Street	Graham, NC 27253	336-570-6272	299	1/1/2019	Yes
Alexander County	Sheriff Chris Bowman	100 1st Street	Taylorsville, NC 28681	828-632-4658	76	3/30/1991	Yes
Alleghany County	Capt. John Abernathy	40 Alleghany Street	Sparta, NC 28675	336-372-4455	26	3/16/1992	Yes
Ashe County	Capt. Linda Carrow	104 Government Circle	Jefferson NC 28640	336-846-5633	86	8/26/1991	Yes
Beaufort County	Sheriff Ernie Coleman	210 N. Main Street	Washington NC 27889	252-946-7111	45	8/14/1991	Yes
Bertie-Martin Regional	Terrence Whitehurst	230 County Farm Rd.	Windsor NC 27983	252-794-9283	71	3/30/1990	Yes
Bladen County	Capt. David Shaw	299 Smith Circle	Elizabethtown NC 28337	910-862-6971	124	8/4/2021	Yes
Burke County	Capt. Greg Huntley	130 Government Drive	Morganton NC 28655	828-764-9594	110	5/12/2011	Yes
Carteret County	Capt. Daniel King	304 Craven Street	Beaufort NC 28516	252-504-4854	155	1/5/2001	Yes
Caswell County	Sheriff Tony Durden	231 County Park Rd	Yanceyville NC	336-694-9311	48	9/3/1990	Yes
Catawba County	Capt. Nathan Fisher	100 B Southwest Blvd.	Newton NC 28658	828-465-8999	259	6/10/2002	Yes
Chatham County	Sheriff Roberson Capt. Tammy Kirkman	627 Renaissance Dr.	Pittsboro NC 27312	919-542-2811	79	3/16/1990	Yes
Currituck County	Capt. David Castelow	413 Maple Road	Currituck NC 27956	252-453-2194	21	6/13/1990	Yes
Davidson County	Lt. Tracy Rabon	110 West Center Street	Lexington NC 27292	336-242-2140	249	1/11/1991	Yes
Davie County	Chief Dana Rectenwald	135 Green Street	Mocksville NC 27028	336-753-6647	49	4/2/1992	Yes
Duplin County	Lt. Denise Mitchell	208 Duplin Street	Kenansville NC 28349	910-296-2150	101	7/6/1998	Yes
Edgecombe County	Capt. Oliver Washington	3005 Anaconda Road	Tarboro NC 27886	252-641-7911	157	2/14/1990	Yes
Forsyth County	Sgt. Lori Wood	201 North Church St.	Winston Salem NC 27101	336-917-7625	603	8/14/1990	Yes
Granville County	Major Edward Cash	143 Williamsboro St.	Oxford NC 27565	919-693-3213	107	8/26/1991	Yes
Greene County	Jail Admin. Deborah Warren	301 N. Greene St	Snow Hill NC 28580	252-747-3411	47	11/19/1997	Yes
Guilford County Main	Maj. George Moore	401 W. Sycamore St.	Greensboro NC 27401	336-641-6108	760	12/4/1989	Yes
Guilford County HP	Capt. John Sellers	507 East Green Street	High Point NC 27261	336-641-6108	192	12/4/1989	Yes
Halifax County Jail	J.A. Silvester Hardy	355 Ferrell Lane	Halifax NC 27839	252-583-8201	79	3/1/1991	Yes
Harnett County	Maj. Gary McNeill	175 Bain Street	Lillington NC 27546	910-893-9111	278	12/3/2001	Yes

Pay Tel Proposal for Rowan County | RFP 2022-028 Inmate Communication Services

CURRENT NC CLIENTS	CONTACT	STREET ADDRESS	CITY, ST, ZIP	PHONE	ADP	INSTALLED	SIMILAR
Hertford County Jail	Sheriff Dexter Hayes	701 Taylor Street	Winton NC 27986	252-358-7800	46	5/31/1991	Yes
Jones County Jail	Capt. Jason Jarman	729 Hwy 58 South	Trenton NC 28585	252-448-7091	13	6/16/1997	Yes
Lee County Jail	LT. Kim Kruger	1408 South Horner Blvd.	Sanford NC 27330	919-775-5531	135	11/1/1999	Yes
Lincoln County Jail	Sheriff Bill Beam	700 John Howell Memorial Dr.	Lincolnton NC 28092	704-732-9050	109	9/28/1992	Yes
Nash County	Sheriff Keith Stone	222 W. Washington St.	Nashville NC 27856	252-459-1533	129	1/24/2001	Yes
Northampton County	Major Anna Gee	105 Depot St.	Jackson NC 27845	252-534-3901	51	3/1/1995	Yes
Orange County	Sheriff Charles S. Blackwood	125 Court St.	Hillsborough NC 27278	919-644-3050	89	7/31/1991	Yes
Pitt County	Chief Lim Capehart	124 New Hope Rd.	Greenville NC 27834	252-902-2924	352	1/15/2002	Yes
Polk County	Sheriff Tim Wright	69 Ward St.	Columbus NC 28722	828-894-3001	42	4/19/1993	Yes
Randolph County	Sheriff Greg Seabolt	790 New Century Dr.	Asheboro NC 27205	336-318-6680	237	11/30/1989	Yes
Robeson County	Maj. Susan Green	120 Legend Road	Lumberton NC 28358	910-671-3359	295	2/24/2003	Yes
Rockingham County	Capt.Shane Bullins	170 NC – 65	Reidsville, NC 27320	336-634-3232	192	10/15/2018	Yes
Sampson County	Captain Hayes Jr. Frederick	112 Fontana St.	Clinton NC 28328	910-592-8178	230	3/1/1999	Yes
Scotland County	Captain B.J. Knight	212 Biggs St.	Laurinburg, NC 28353	910-277-3166	96	12/12/2018	Yes
Stokes County	Major Eric Cone	Old Church St	Danbury NC 27016	336-593-8117	137	12/16/1992	Yes
Surry County	Lt. Randy Shelton	218 North Main St.	Dobson NC 27017	336-401-8975	191	2/10/2001	Yes
Vance County	Maj. John Shelton	516 Breckenridge St.	Henderson NC 27536	252-438-3923	114	3/1/1999	Yes
Warren County Jail	Sheriff Johnny Williams	East Rafters Lane	Warrenton NC 27589	252-257-3314	17	11/9/1990	Yes
Washington County	Sheriff Johnny Barnes	120 Adams St.	Plymouth NC 27962	252-793-2422	21	11/3/1997	Yes
Wayne County Jail	Major Robert Thaxton	207 E Chestnut St.	Goldsboro NC 27530	919-731-1481	341	2/9/1990	Yes
Wilkes County Jail	Major Jason Whitley	502 Courthouse Drive	Wilkesboro NC 28697	336-990-0423	73	1/24/1991	Yes
Wilson County Jail	Capt. Marc Connor	100 East Green Street	Wilson NC 27894	252-237-2118	129	3/22/2000	Yes
Yadkin County Jail	Lt. Rodney Wiles	210 East Hemlock St	Yadkinville NC 27055	336-849-7853	68	4/17/1990	Yes

F. Contractual Provisions

Vendor must submit, with its proposal a current copy of its standard contract with terms and conditions included. Any such “standard contract” will be modified in order to comply with applicable state of North Carolina laws and regulations, terms and conditions, and specifications contained herein. Vendors should ensure their attorney has reviewed the requirements before they submit a bid.

Pay Tel Response: ACKNOWLEDGED AND AGREED. A copy of the standard contract is provided as an exhibit to this proposal.

G. Point of Contract

In the event that a part or all of the service to be provided under the contract is subcontracted, the successful vendor must be the prime Contractor and be fully responsible for the delivery of all services associated with the contract, regardless of any arrangement or agreement it may have with a Subcontractor, or any default by a Subcontractor. The prime Contractor will be the sole point of contact for services provided in this contract. However, the Sheriff reserves the right to directly contact any Subcontractor at any time during the contract period.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Pay Tel will perform all installation, maintenance and support services proposed herein. Inmate Telephone Service and tablets will be provided utilizing our own products. Video Visitation, although installed and serviced by Pay Tel, will feature HomeWAV technology. In all cases, Pay Tel will be the single point of contact and assumes full contractual obligation for performance of all aspects of this proposal.

H. Vendor Certification

Each vendor must be certified and/or licensed by the North Carolina Public Utilities Commission to provide telecommunication services and facilities in North Carolina. Vendors are required to submit a copy of this certification, with date certified and docket number with their response.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

I. Rules and Regulations

All services and equipment offered by vendors must comply with all federal and state laws, rules and regulations including but not limited to pricing, branding, provision of consumer information, accessibility to inter-exchange carriers, accommodations for the handicapped and any applicable construction, electrical and safety codes.

Pay Tel Response: ACKNOWLEDGED AND AGREED. In all cases, Pay Tel is fully compliant with NC PUC regulations and FCC regulations pertaining to inmate telephone service and other technology proposed herein.

J. Permits, Codes & Regulations

All equipment, construction, and installation will comply with City, County, State and Federal codes and Regulations. Successful bidder will obtain and pay for all permits necessary, notify proper authorities for inspections and furnish any certificates required for the work.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

K. Cancellation of Contract

Failure to deliver, install or furnish equipment and services requested herein, as specified and in accordance with the proposal submitted, including promised installation deadline, will constitute sufficient grounds for cancellation of the order at the option of the Rowan County Sheriff.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

L. Transition Plan and Delivery

The vendor will submit, in writing within its proposal, a plan for transition from the current operator(s) into the designated Sheriff's Office facilities including hiring and training of staff, security clearances, and other factors to assure that there is no operational or security break in the system during said transition. The Contractor agrees to fully cooperate with any subsequent contractor so as to insure a smooth transition. In the event of any question or

conflict, the Sheriff's Office decision shall be binding on both parties. Vendors shall include a proposed delivery schedule for all equipment associated with this RFP.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Provided that the contract award is made by May 1 as scheduled, Pay Tel is confident in our ability to achieve the July 1 go live date. The only item that is beyond our control is the installation of necessary broadband services. Even those, in most cases, can be installed in the timeframe allowed. A Sample timeline is provided at the end of this section of the proposal.

M. Tax

Rowan County is not tax-exempt. Vendor shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

N. Parts and Service

A local parts and service facility considered adequate by the Sheriff's Office will be required. Please include explanation of location of the service facility, response time, availability of parts and contact information. There shall be no requirement for Rowan County provided networking or internet for functionality of the Inmate Phone system as it will be a standalone system.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

O. Guarantee

Bidder certifies by bidding that he is fully aware of the conditions of service and purpose for which equipment, material, installation, and/or construction included in this RFP are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of the Rowan County Sheriff's Office.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

P. Protection Damage

Contractor will be responsible for any damage to the property of the county or others caused by him, his employees or subcontractors, and will replace and make good such damage. The Contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The Contractors will comply with all safety laws and regulations in effect in the locality.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Q. Proposal Acceptance/Rejection

Rowan County expressly reserves the right to reject any or all proposals, or parts of proposals, accept changes to specifications, and to make the award on merit and/or features of design and quality, delivery, and availability of parts and service as the best interest of the Sheriff appears. The determination by the Sheriff of Rowan County as to the selected vendor shall be final.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

R. Insurance and Indemnification

To the extent permitted by law the Contractor shall indemnify and save harmless the Sheriff, its officers, agents, employees and assigns from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this contract.

Contractor further agrees to purchase and maintain during the life of this contract with an insurance Contractor acceptable to Sheriff, authorized to do business in the State of North Carolina, the following insurance:

Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit bodily injury and property damage.

Commercial General Liability: Bodily injury and property damage liability as shall protect Contactor and any Subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operation of this contract whether such operations are performed by Contractor any Subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract.

Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability- \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

Cyber Liability. The amount of such insurance shall not be less than \$1,000,000 aggregate.

The Sheriff shall be named as an additional insured for operations or services rendered under this contract. Certificates of such insurance will be furnished to the Sheriff and shall contain the provision that the Sheriff be given 30 days written notice of any intent to amend or terminate by either the insured or the insuring Contractor. Any exceptions or changes to these limits must be agreed up by both the Rowan County Sheriff and Purchasing Director prior to award of contract.

Pay Tel Response: ACKNOWLEDGED AND AGREED. A certificate of insurance is included as an exhibit to this proposal.

S. Governing Laws and Venue

1. **North Carolina Laws Govern:** This Agreement shall be governed by and construed and enforced in accordance with the laws of North Carolina.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

2. **Venue:** This Agreement shall be deemed to have been made and performed in Rowan County, North Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the general courts of justice of Rowan County, North Carolina.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

T. Entire Agreement and Amendments

1. **Entire Agreement and Amendments:** This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement, and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.
2. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

U. Terms and Termination of Agreement

Contract Term: This Agreement will become effective on the mutually agreed upon date not prior to July 1, 2022 (provided the system is operational) and shall continue through the initial term of two (2) years. There has been no oral or any type of commitment made or implied by the Sheriff or any Sheriff's employees that this Agreement will be renewed. Either party may terminate the Agreement by giving the other party ninety (90) days' written notice of its intention to terminate

Pay Tel Response: ACKNOWLEDGED AND AGREED.

V. Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and unenforceable in accordance with its terms.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

W. Force Majeure

Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

X. Assignment

The Contractor's rights and obligations cannot be transferred or subcontracted without written approval from the Sheriff's Office. The Sheriff's Office by this Contractor may not assign this Agreement without the Sheriff's prior consent.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Y. Right to Audit

The Sheriff's Office and/or Rowan County reserves the right to audit any aspect of the inmate telephone operation, as performed by the Contractor, and the Contractor will keep accurate and complete records for at least three (3) years.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

IV. TECHNICAL AND FUNCTIONAL REQUIREMENTS

This section contains the technical requirements pertaining to the services and associated equipment requested in this RFP.

A. General Functional Requirements

Selection Deleted per Addendum II

V. INMATE SERVICES

- A.** This RFP will require all hardware, software, lines and ancillary equipment to provide the service specified herein. The requested system will provide for inmate service at two (2) separate adult detention facilities, Rowan County Main Detention Center and Rowan County Detention Center Annex.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

- B.** The equipment installed must provide for administration of each facility installed inmate telephones independent of the other detention facilities. This will include assignment of identification numbers assigned to individual inmates, database of allowed numbers for each inmate, blocked numbers, and generation of required reports as specified within this RFP.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

- C.** The system shall provide Personal Identification numbers (PIN) to identify the inmate placing the call. Describe, in detail, how the system accomplishes this and discuss procedures for implementation, including any administrative time required on the part of Sheriff staff to accomplish this.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel's system offers the facility many options involving inmate Personal Identification Numbers (PINS). Each inmate can be given a PIN consisting of the inmate ID or booking number and PIN code. The PIN assignment will be randomly generated by the ITS or passed to the ITS from the planned interface to the JMS system or by delivery of an electronic PIN file from the JMS. Each inmate PIN can be assigned to the specific living area where the inmate is housed, allowing that ID/PIN to only be used on phones and tablets in that part of the facility for added security.

With the establishment of the planned interface, this will not require any administrative time on the part of Sheriff's staff.

- D. Due to the unique nature of detention facilities, specific types of telephones and specialized services are required. It will be desirable for the Rowan County Jails to be networked so as to allow the PIN of an inmate in one jail be utilized if temporarily relocated to the other facility without reentry of data for that inmate.

Pay Tel Response: ACKNOWLEDGED AND AGREED. If the inmate's housing assignment is changed in the jail management system, his/her information will follow with the inmate to the new other facility or pod.

- E. Rowan County Detention facilities require higher standards for the security and durability of their equipment than other agencies. All telephone instruments proposed for installation within a detention facility must meet the following specifications at a minimum:
1. Be "Charge a Call" type with no coin receptacles or containers.
 2. Be constructed of not less than 16-gauge steel.
 3. Be constructed with no removable parts including ear and mouth pieces.
 - a. Must have metallic tamper proof keypad.
 - b. Must have an armored cord.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

After exhaustive testing of dozens of handsets, magnetic hookswitches, and keypads Pay Tel has standardized on the proposed armored telephones manufactured for Pay Tel by G-Tel Enterprises. This telephone features "PIH" pin-in head screws that lock the telephone housing to the secure back plate and are specifically designed to prevent inmate tampering.



Phone housings are manufactured to Pay Tel specifications of *fourteen gauge stainless steel designed to withstand extensive physical abuse and vandalism*. The phones are *line powered thereby eliminating the need for electrical or battery power to be used in the cell block*. The phone wire itself is routed into the back of the phone thus eliminating conduit access to inmates.

To mount the phone a steel back plate is mounted to the cell wall. This can be accomplished in a variety of ways, depending on the construction of the wall. The phone is attached to the back plate by four pin-in-head security screws. These security screws have proven more effective than various lock-and-key systems in keeping inmates from opening phones. Each stainless steel unit is equipped with handsets which have been tested and proved to offer the highest quality for transmit, receive and recording content.

The handset is attached to the side of the phone by a stainless steel armored cable and a stainless steel lanyard guaranteed to withstand at least 1,000 pounds of pull. The handset connection features a swivel point, making it more comfortable to hold, for inmates of various heights. All our handset ear and mouthpieces are secured with epoxy to ensure there are no removable parts. The handset cord length will be adjusted to provide the length desired for each location at the facility.

All of our handsets are hearing aid compatible meeting ADA Compliance requirements, with confidencer technology to aid in filtering out background noise. In addition, each phone is equipped with volume control adjustment next to the keypad.

Pay Tel's inmate telephone instrument is designed, engineered and manufactured to withstand the harshest inmate environment and prevent vandalism.

The telephone housing is made from high security, heavy 14 gauge stainless steel secured with "PIH" pin-in-head security screws to prevent inmate tampering.

The telephone handset is manufactured with a sturdy zenoy plastic handle which is stronger than the traditional lexan type handset, and the earpiece and mouthpiece caps are factory sealed to prevent removal. The armored metal handset cord is assembled with a steel lanyard offering 1000+ lbs pull strength. During the pre-implementation site survey, Pay Tel's implementation team will work with facility personnel to assess the best location for Inmate telephonists to prevent vandalism.

Where possible, the inmate telephones are recommended for installation in areas easily viewed by correctional officers to reduce the likelihood of vandalism.

On-site installation methods to prevent vandalism

All inmate telephone back plates are secured to concrete walls using ¼" concrete screws or appropriate size screw anchors to prevent them from being torn from the walls. For metal wall installation, ¼" self tapping screws are used to secure the back plates to the wall.

Inmate telephone housings have a 3" security flange at the top and are secured to the back plate by using a three flush mount pin-in head security screws with one on each side and the bottom to prevent inmate tampering.

Any conduit required for installation of telephone cabling is flat steel, series 500 wire mold conduit secured with double hole conduit straps and security screws. This prevents inmates from getting their fingers behind it and tearing it loose from the wall.



G-Tel Inmate Phone
Model# ST-3600
Armored Analog
 Cord-out-Top | Stainless Steel

G-Tel ST-3600
Technical Parameters:

Protection Class: IP55
 Ambient Temperature:
 -40 H ~ + 60 H
 -40 F ~ + 140 F
 Relative Humidity: ≤95%
 (at room temperature)
 Atmospheric Pressure:
 80 ~ 110KPa
 Frequency Response:
 250 ~ 3000 Hz
 Supply Voltage: 48 ~ 60V
 Feed Current: 25mA
 Call Transfer Index:
 SLR≤12 dB,
 RLR≤-1dB,
 STMRT≥10dB
 Environmental Noise: ≤70dB
 Ringing level: ≥80dB

Operates on C.O., analog
 lines or analog dialtone
 PABX/KSU stations

Dimensions:
 11¼" tall, 5¼" wide, 6" deep

Weight: 8lbs, 3KG

- CE Certified, RoHS Certified, EMC Certified
- ADA, ABA 508: Hearing Aid Compatible, Visually Compliant, User Controlled Volume Control
- Cord out top design with swivel conforms to anti-ligature safety requirements
- Constructed of durable 14-gauge stainless steel
- All-in-one electronic dial pad and circuit board features automatic gain control, background noise filtering and DTMF standards
- Stainless steel bezel, marine quality sealed keypad- Waterproof to class IP55
- Manual Hookswitch
- Mounting plate includes gasket to prevent moisture from entering phone
- Mounting plate includes oversized line-wire entrance hole for improved installation time
- Tamper resistant pin-in-head locking system
- Magnetic, durable handsets with stainless steel handset cord, 2.5mm thick internal steel lanyard, made to Bell Core standards and exceeds 1000lb pull test, available with modular or spade connectors, Dynamic microphone
- Stainless steel grommet provides added security for the handset cord
- 13 gauge stainless steel handset cord bracket is designed for fast, easy handset changes
- Standard with 14" Handset Cord. Optional Handset cord sizes available
- Optional noise-canceling microphone available
- Custom Corporate Logos can be etched into housing for no additional charge (minimum qty orders required)

4. Must interface to an inmate monitoring system.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel provides integrated digital recording and monitoring ability to include all inmate telephones and video visitation stations. Visitation stations designated for privileged/attorney visits will be configured without this capability.

5. Have the capability to adjust call duration from one (1) minute to a maximum of ninety (90) minutes. The system must provide a disconnect notice to the inmate prior to the termination of call.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

The ITS system allows for adjustable call duration limits. One minute prior to call disconnection, the inmate and called party will hear, "You have only one minute more for your call." When fifteen seconds remain they will hear, "You have only fifteen seconds more for your call." The called party and the inmate hear all voice prompts in the language that was chosen at the beginning of the call.

6. The proposed system must provide the ability to control the time of day the phones will be active and available for use. The feature must include an automatic activation/deactivation which can control telephones individually and can be changed by Administrative Personnel.

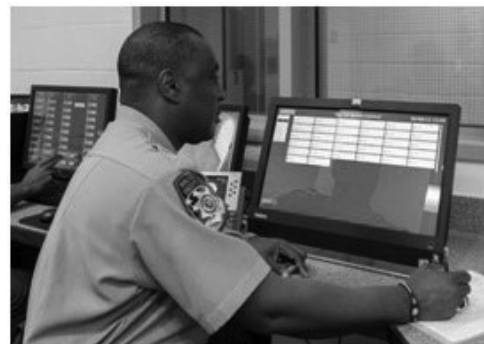
Pay Tel Response: ACKNOWLEDGED AND AGREED.

From the "Stations" tab, authorized users can not only reach "Station Scheduling", but with the proper rights and permissions, a user can also view all stations, view individual station details, edit scheduled shutdown times, and perform an emergency shutdown as shown on the following page. In addition, Pay Tel offers a touch-screen station controller which can be installed in local control rooms as designated.

Pay Tel Station Controller – Touch Screen Convenience Controls Phones from a Single Location

Pay Tel is pleased to offer our Pay Tel Touch Screen Phone Control capability. Instead of traditional toggle switches, the Facility will have the option of a single or multiple touch screen monitors that allow shut down of all phones or individual phones with a simple screen touch. No technical aptitude is required to use this convenient new feature.

The station controller utilizes a touchscreen computer with no keyboard or mouse attached to the system. By connecting the station controller directly into the ITS via a single CAT5 Ethernet connection, Pay Tel is able to eliminate the wiring concerns and restrictions allowing the facility to place station controllers anywhere they desire.



*Guilford County Officer Using
the Pay Tel Touch Screen*

7. Inmate pay telephones will provide outgoing service only. No incoming service will be permitted to inmate phones.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

No incoming calls are allowed to reach the inmate phones. The lines installed are configured for outbound calls only. In addition, the ITS system prohibits incoming calls from ever reaching an inmate telephone instrument.

8. The proposed inmate pay telephone system must provide features that furnish management tools to the Administrative Personnel.
 - a. A required inmate authorization code unique to each inmate to be associated with each called telephone number list.
 - b. A user-friendly method to update and otherwise change the called number lists and authorization codes.
 - c. An inmate calling database per Detention Facility. Each proposal must contain a plan to build the database for each institution. To facilitate the process, each institution will appoint a "facility manager" to work with the vendor and to provide the required inmate information for the vendor to load into the database. The vendor will be responsible for loading all information into the database and for insuring that no loss of information occurs during cutover. Automatic creation of the individual inmate database is a highly desirable feature. This is accomplished by the inmate's first allowed quota of telephone number dialed becoming the individual's database.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel's secure web-based administrative access provides a full featured administration program capable of controlling all aspects of the ITS system. This can be accomplished through a Workstation provided by Pay Tel or through any existing County PC with internet access. Functions include call blocking administration, PIN management, allowed call lists (if utilized), time of day controls with automatic shutdown and an array of investigative and administrative reports and tools.

Secure Access Control by User

The system begins with secure access that is restricted by a password protected user profile system. In order to have access to the administrative software for the ITS system, facility staff will need a username and password. The administrator or appropriate personnel at the jail will assign usernames and passwords to facility staff. Each user will be assigned specific rights and permissions to access the administrative software.

On-site or Remote Capability from any PC or Laptop

Access is available via any PC/Laptop with internet access and a facility assigned username and password. The facility's system administrator will have the ability to create, in-activate, and modify all users in the system. Access privileges allow the administrator to control what functions the users have access to within the ITS system. Through the use of Pay Tel's innovative administrator interface, remote users will have the same functionality and access, via the web, as local users within the facility provided the system administrator has granted them the appropriate access rights. Remote investigators will be able to perform tasks such as viewing call detail reports, managing the ITS system, and monitoring live calls.

9. Inmate services will be restricted to collect, pre-paid or commissary account calls. Automated types of calls may be permitted for inmate service. Vendors must provide detailed information on the proposed system's ability to limit inmate calls to collect only.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

All calls from the Inmate are processed as station-to-station collect calls, prepaid collect or debit (commissary) calls. The Pay Tel ITS supports acceptance from both touch tone and rotary dial type phones.

10. The vendor must provide a system of administration and management plan. The plan must include the post-cutover administration and management process, a description of the hardware and system complexity must also be provided. This description must include as a minimum:
 - a. Assigning personal authorization codes to each inmate. The Sheriff's Office will supply these numbers.
 - b. Changing entries in the inmate calling database.
 - c. Blocking calls to a specific telephone number on all phones.
 - d. Changing passwords and other security features.
 - e. Providing routine, recurring reports on inmate calling including frequency, date, time, duration and number called by inmate.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

11. **Training of Detention Facilities Personnel:** Vendor is required to provide on-site training for up to five personnel per institution to administer and manage the system. The vendor will describe the nature and content of their training program for this purpose in the proposal response. As a minimum, the training program must include hands-on instruction on the use of the administrative and management systems and reports as well as any other topics required for full understanding, administration, and operation of the system. Each trainee and the institution facility manager will be provided with a complete set of operating instructions for the administration and management system, to include software and hardware. Follow-up training will be provided by the vendor at any time that software and/or operation of the administration and management software is changed. Revised written operating instructions will also be provided. Copies of updated software must be provided to the Sheriff within thirty (30) days of release of updated software.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel's learning and development team provides a variety of training options for all essential audiences: General Staff, System Users, Investigators, Inmates, and Family/Friends. This includes printed materials, informative voice prompts, structured on-site training, on-line training sessions (both scheduled and ad-hoc), and tablet-based video training for inmates. In addition to initial training for all impacted parties, Pay Tel's learning team offers pre-scheduled refresher training sessions which system users/administrators can enroll in at any time. In addition, our training team can be contacted for specialized assistance as need to accommodate staffing changes and evolving facility needs.

In addition to the above-defined training, Pay Tel's Training Specialist will also schedule training sessions for staff and inmates to cover selected ancillary services, including intelevISIT™ Video Visitation, intelevTABLET™, Pathway to Achieve Education, and voice biometrics. All training is offered upon deployment of services and is also available at no cost for on-going needs resulting from staff changes.

12. **Inmate call monitoring device on all telephones:** The inmate phone system will provide for full channel recordings and monitoring of inmate calls. The system shall allow multiple users to listen to the same conversation from multiple locations. It shall store call records for a period of at least two (2) years. The system shall include call storage on removable media. The system should feature, at a minimum, searches by origination number, destination number, personal identifier (if applicable), date/time parameters and channel. The equipment being proposed shall be synchronized with the Call Processing Equipment to ensure that call recording time mimics call start time on call detail reports. The equipment shall be able to encrypt the call recording for security purposes. System is required and shall incorporate the following features:
 - a. **Capacity:** The monitoring device must accommodate the number of inmate lines in each institution and allow for expansion capability.
 - b. **Visual Monitoring:** The inmate monitoring device will permit the attendant to visually determine the off-hook and on-hook status of each inmate telephone. The device must provide a display of the line being monitored.
 - c. **Audible Monitoring:** The inmate monitoring device will permit an attendant to manually select any associated inmate telephone. The device will permit the attendant to listen to any conversation in progress at a selected telephone over the monitoring device's handset and/or speaker for an unlimited duration.
 - d. **Call Disconnect:** The inmate monitoring device will permit the attendant to disconnect any call-in progress.
 - e. **Undetected Supervision:** The inmate monitoring device will allow the attendant access to the inmate call in progress without a change in audible signal.
 - f. **Speaker:** The console must have a hands-free speaker to allow the attendant to monitor a call. The audible transmission of the speaker must be of a quality to allow the attendant to clearly hear both calling and called party.
 - g. **Cabling:** The cable necessary to support this device must be provided by the vendor.
 - h. **Confidential Call:** Must have the capability to block calls to numbers deemed confidential.
 - i. **Backup Recordings:** Must be provided by the vendor at the vendor's expense when requested by the Sheriff's Office.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel's CenturionITS™ provides integrated digital recording and monitoring ability to include all inmate telephone and Visitation stations. Recording on the visitation stations may be temporarily disabled from any system workstation by authorized personnel to ensure the proper treatment of attorney visits.

The county will have immediate access to all records and recordings with the ability to export recordings to DVD or flash drive on demand. Pay Tel stores each digital call recording in our Data Center and our Disaster Recovery Site on Redundant SANs (Storage Area Networks) for immediate access by authorized County personnel throughout the contract duration. **Recordings may be instantly accessed for high quality playback at any time throughout the life of the contract.** All of our recordings are stored in digital format, capable of being copied to any digital medium that can play a standard .wav (dot-wave) or MP3 file. The native format of each audio file is 6000 hertz, mu-law, the North American standard for analog to digital conversion and compression. No further compression is utilized, preserving the original quality of the call.

In order to have access to the administrative software for the ITS system, facility staff will need a username and password. Access is available via any PC/Laptop with internet access and a facility assigned username and password. The system will automatically log out after a defined period of inactivity. This setting is adjustable to fit Rowan County's needs.

Live Monitoring

Monitoring of calls **does not interfere with the continuous recording of calls** and it is not detectable by the inmate or the called party. The Pay Tel ITS system has been designed so that several investigators may monitor the same call at the same time.

13. 3 Way Call Detect/Call Termination: No 3-way calls from inmate telephones will be permitted. The inmate system shall have the capability of terminating 3 –way attempts. Upon sensing 3-way call attempts after completion, the system will cause the call to be terminated immediately.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

Pay Tel CenturionITS™ Ethical Three-Way Call Detection

Pay Tel is proud to lead the ITS industry with *Ethical 3-Way™* call detection technology that will block unauthorized calls, and if the facility wishes, allow authorized calls. Pay Tel's exclusive Ethical 3-Way™ call detection technology is the first and only ITS system that interacts with the called party to accurately confirm three-way calls.



14. Branding: The automated operator system will announce the name of the facility at the beginning of the call. All inmate calls from the Rowan County Detention Facilities must be branded with the following message:

“This is a collect call from inmate_____ (recording of inmate stating name) from a Rowan County Detention facility.” The system must also be capable of repeating the announcement at selected intervals throughout the duration of the call. Vendors should specify within the proposal response how the system complies with this requirement.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

When an inmate goes off hook, he or she is requested to select a language and is informed that all calls may be monitored or recorded. The called party and the inmate hear all voice prompts in the language that was chosen at the beginning of the call. Regardless of call type, upon answer the called party is provided with a voice announcement indicating that: the call is from the Rowan County Detention Center, the name of the inmate placing the call, information on how to receive a rate quote, information on how to block the call, how to positively accept the call, and that the call will be recorded and may be monitored. For example:

Hello. This is a collect call from John Smith, an inmate at the Rowan County Detention Center with telephone service provided by Pay Tel Communications. This call will be recorded and subject to monitoring at any time. Please select from the following options: For rate information press '1'. To accept the charges for this call, press '3'. If you will not accept this call, press '5' or hang up now. To receive instructions for blocking future calls, press '4'. To repeat this information, press '9'.

If no response is received from the called party, the above greeting message is repeated.
Additional language options may be added (in addition to English and Spanish) upon request.

15. Expansion Capability/Line to Phone /Ratio: Page 22 depicts the current location and number of phones. The proposed system(s) must be able to accommodate this volume and allow for expansion of up to twenty-five (25) percent. All installed telephones must be assigned individual lines, (A one to one ratio). The system must provide the capability for all phones to be in use simultaneously with no blocking of out dialed calls.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

The ITS system software is proprietary to Pay Tel evolving over the course of 24+ years. The advanced design of this software provides total flexibility with simplified expansion when required. Pay Tel's ITS system does not employ any specialized vendor hardware restricting or prohibiting growth.

16. Booking Area Phones: The vendor must agree to install at least three (3) coinless telephones within the booking area. These telephones must meet the standards as set out in this RFP as it pertains to time controls, monitoring, reports, etc. All installed inmate phones must be capable of allowing programmable free calls to the commissary system.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

17. For all the above services, the vendor must provide the following details:
- Any operational requirements or dependencies associated with the product (i.e., integration with other systems, internet bandwidth, required features which must be implemented, on-site visitation must be limited, etc.)
 - Any cost to inmate and/or consumer
 - Any cost or compensation impact to the County
 - Any financial penalties associated with contract termination

Pay Tel Response: ACKNOWLEDGED AND AGREED.

- Pay Tel will secure and provide the necessary broadband services to support all products proposed. In addition, Pay Tel will establish the necessary integration with Rowan County's commissary and/or JMS vendor to support a seamless solution that saves administrative time. Access to phones and the ability to make phone calls is critical to the financial viability of the proposal. Remote visitation must be permitted. No other restrictions are specified for the phone and video visitation portions of this proposal.
- Rates and commissions offered are shown in the table below
- There is no cost or commission impact to the County for the services offered
- There is no penalty for contract termination

CALL RATES AND COMPENSATION

Call Type	Collect, Prepaid Collect, and Debit Rates & Commission	
	Per Minute	Commission
Local	\$0.15	72%
IntraLATA	\$0.15	72%
Intrastate	\$0.15	72%
Interstate + Canada, PR, USVI, Guam	\$0.15	72%
Debit International – All Others	\$0.15	72%

NOTE: The exact local, state and federal taxes and mandated regulatory fees will be passed through to the consumer with no mark-up or additive.

TABLET & VIDEO VISITATION RATES and COMMISSION TO COUNTY

Service	Cost to Consumer or Inmate	Commission Offer
inteleMESSAGE™ Secure Tablet Messaging	\$.25 per message	20%
Phone Calls on Tablets	Same as wall phone rates and commissions shown on previous page	
All other tablet usage (Pathways to Faith™, Reentry, Library, Facility Information, etc.)	Free	N/A
Entertainment paid for with education credits	Free	N/A
Entertainment paid for with inmate funds	\$.03 per minute	N/A
On-site Video Visitation	Free	N/A
Remote Video Visitation	\$.30 per minute	20%

F. Inmate Tablets.

1. County is interested in providing tablet technology to inmates for various functions, these may include:
 - a. Phone Calls
 - b. Messaging
 - c. Administrative Information (i.e., Inmate Handbook, etc.)
 - d. Grievance Reporting
 - e. Medical Requests
 - f. Law Library
 - g. Education
 - h. Entertainment

Pay Tel Response: ACKNOWLEDGED AND AGREED. Pay Tel offers to provide our industry-leading inteleTABLET™ solution with Pathway to Achieve™ education. Our solution offers all of the above features and more. In particular, inteleTABLET™ offers Pathways to Faith – a free access application with hundreds of inspirational videos and sermons; Reentry information including CareerOneStop and Rise4Me reentry resource listing. Additional information about or extensive tablet capabilities is provided in the Added Value exhibit of this proposal.

2. Vendor must provide the following details about the proposed tablet program:
 - a. Proposed quantity of tablets, chargers and infrastructure shall be 1 tablet per 2 inmates
 - b. Any operation requirements or dependencies associated with the product (i.e., integration with other systems, internet bandwidth, required features which must be implemented, on-site visitation must be limited, etc.)
 - c. Any cost to inmate and/or consumer for use of tablet or tablet services
 - d. Any limitation of tablet uses or access for those without money to pay for services
 - e. Any cost or compensation impact to the County
 - f. Policies regarding tablet damage, to include your company's experience with tablet deployment
 - g. Any financial penalties associated with contract termination
 - h. All necessary wiring and/or wireless access points within the inmate areas, charging banks, cabling, etc.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

- a. Pay Tel offers to provide our industry-leading inteleTABLET™ solution with Pathway to Achieve™ education at no cost to Rowan County. Pay Tel proposes to install sufficient tablets to support the requested 2:1 inmate to tablet ratio with wall mounted self-service charging stations to support those tablets.
- b. Pay Tel will provide necessary hardware, software, wiring, installation, training, support and content at no cost to the County. Integration with the County's commissary and/or JMS is needed to obtain inmate information and to facilitate inmate account funding/transfers. This will be established at no cost to Rowan County.
- c. and d. Tablet costs are shown below. Note that there is no "rental" expense. Tablets are free to use at any time. Messaging and entertainment purchases are optional.
- e. There is no cost to the County or impact to compensation.
- f. Pay Tel's patented tablet design was developed specifically to minimize damage. In addition, Pay Tel offers a Quality Assurance Program to help maximize tablet access and minimize tablet damage. This program is offered at no cost to the County.

- g. There are no financial penalties associated with contract termination. However, Pay Tel believes that the positive impact of our tablet solution will make it beneficial for Rowan County to remain with Pay Tel for the entire contract term.
- h. Pay Tel will provide the necessary wiring for the tablet program to support charging stations and wireless access points. In all cases, our experienced team will work with Rowan County to complete this work in compliance with facility policies and requirements.

Tablets are available for use by all inmates free of charge. The only paid options are messaging, which is offered at a rate of \$.25 per message and entertainment which can be earned free through educational achievement or paid for at the rate of \$.03 per minute.

TABLET & VIDEO VISITATION RATES and COMMISSION TO COUNTY

Service	Cost to Consumer or Inmate	Commission Offer
inteleMESSAGE™ Secure Tablet Messaging	\$.25 per message	20%
Phone Calls on Tablets (if permitted)	Same as wall phone rates and commissions shown on previous page	
All other tablet usage (Pathways to Faith™, Reentry, Library, Facility Information, etc.)	Free	N/A
Entertainment paid for with education credits	Free	N/A
Entertainment paid for with inmate funds	\$.03 per minute	N/A
On-site Video Visitation	Free	N/A
Remote Video Visitation	\$.30 per minute	20%

Pay Tel's **inteleTABLET™** was specifically designed from the start with the intention of providing a meaningful, impactful educational solution for the corrections setting. This required a significant investment in educational content and the creation of a team that is focused on constantly improving and adding to the large library of courses.

Every vendor has education on their tablet, what's different about Pay Tel?

At the most basic level, there are three key differences: Quality, Personalization and Engagement.

Quality

In addition to licensing effective, engaging content for the inteleTABLET™, Pay Tel's team of instructional designers create courses based on licensed information from the industry's best sources on a broad variety of subjects. Courses are being added every single month in a broad variety of subjects from basic education, substance abuse, family relationships, anger management, mental health, job skills and so much more. Instead of simply obtaining a generic canned package of "education", we wanted to provide a more in-depth experience for the inmate. Pay Tel's Learning Development Team is committed to continuing to expand courses to ensure that inmate learning needs are met and that opportunities for self-improvement continue to grow.

Personalized Experience

Pay Tel's Pathway to Achieve™ begins when the inmate completes a simple Risk/Need Assessment. Using that information, the Pay Tel tablet generates a personalized Pathway to Achieve™ for each individual inmate including recommended study areas and courses. The user interface dashboard allows the inmate to monitor his/her progress and the rewards for course completion. Facility staff and counselors may also monitor inmate progress and coordinate work on the tablet with existing county programs to support rehabilitation and ultimately, successful reentry.

Engagement

The major difference in the Pay Tel tablet is the level of engagement that is made possible by our incentive model. Rather than charging for tablet rental, the Pay Tel tablet is free of charge to use by every inmate. In addition, inmates earn credits for educational achievement and course completion. These credits may be used to enjoy free entertainment. Even inmates that don't want to learn something new, will be incented to participate. Most of the time, the content sparks a positive result and even the unwilling gain something from the experience. **The result is an industry-leading inmate engagement rate of 97% or higher in our client facilities. Additional information is provided in the Added Value Exhibit of this proposal.**

G. Optional Features/Products.

1. Describe any optional features or products available to County within the rate and compensation structure proposed. Compensations deductions or rate additives in exchange for added products are not acceptable and will be grounds for disqualification. Products of particular interest to County would include:
 - a. Video Visitation

Pay Tel Response: ACKNOWLEDGED AND AGREED.



Compact kiosk stations designed support web-based secure to provide on-site and remote video visitation solution provided at no cost to Rowan County. inteleVISIT™ also includes recording of all non-privileged visits, expanding the facility's ability to monitor all forms of inmate communications to ensure security. Additional information is provided in the Added Value Exhibit of this proposal.

- b. Voice Biometric Technology
 - To help with decrease of stolen PIN numbers

Pay Tel Response: ACKNOWLEDGED AND AGREED. Pay Tel offers to provide its pre-call voice biometric solution at no cost to Rowan County.

- c. Secure Remote Visitation with Attorney
 - For scheduled meetings only and would not be recorded

Pay Tel Response: ACKNOWLEDGED AND AGREED.

2. For any optional product offered, the vendor must provide the following details:
 - a. Any operational requirements or dependencies associated with the product (i.e., integration with other systems, internet bandwidth, required features which must be implemented, on-site visitation must be limited, etc.)
 - b. Any cost to inmate and/or consumer
 - c. Any cost or compensation impact to the County
 - d. Any financial penalties associated with contract termination

Pay Tel Response: ACKNOWLEDGED AND AGREED. In all cases, the optional services offered by Pay Tel are offered at no cost to Rowan County. Required integrations, installation and/or wiring for optional services will be provided by Pay Tel and are consistent with the requirements for core services proposed.

Cost to inmates and consumers are fully disclosed. Along with proposed compensation to the County. There are no financial penalties associated with normal contract termination.

VI. **COMMISSIONS**

- A. It is understood that the commission shall be calculated based on total gross revenue. Total gross revenue is defined as all monies charged for all calls made by inmates. No deductions from the gross revenue will be accepted by the Sheriff, payments must begin when the first collect telephone call is made by an inmate.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

- B. Explain how often calls are sent to Billing and Collection. State the number of days covered in the commission report each month and indicate if this is a fixed schedule and if not, why not?

Pay Tel Response: ACKNOWLEDGED AND AGREED. Pay /Tel handles all billing and call collection using prepaid or direct billed calling methods. Commissions are paid once per month within 15 days following the end of each calendar month.

- C. Explain the entire process of how a call is downloaded, rated and billed to the end user and indicate how that revenue appears as a commission to the Sheriff's Office.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Each completed accepted call that results in a call charge is commissionable to the Sheriff's Office and will be included in reporting and commission calculation.

- D. All Commissions the Sheriff will realize from the Coinless Telecommunications Service shall be stated in this section.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

E. Service Areas

1. Provide commission percentages to be paid for collect telephone calls made by inmates to the following services areas:

Intrastate Intra-LATA Commission Percentage to be paid 72%.

Interstate/Inter-LATA and Interstate Commission Percentage to be paid 72%.

Local Calls Commission Percentage to be paid 72%..

Video Calls (clarified to be on-site video visits, for which there is no charge)

Commission Percentage to be paid N/A%

Remote Visitation Commission Percentage to be paid 20%.

2. Unbillable/Uncollectible Calls:

Rowan County will not be responsible for unbillable or uncollectible Telephone calls, nor shall any revenues be deducted from the Sheriff commission payments for such calls. The vendor shall bear sole responsibility for collection on all calls. Sheriff will not be responsible for fraudulent calls. Fraudulent calls shall be the sole responsibility of the vendor.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

3. Rate Cap/Maximum Rates

The rates charged under this contract shall not exceed the actual rates, charges and surcharges that would have been applied to the call had it been completed by Local or IntraLATA or Interstate-InterLATA or Interstate based on call type, distance, duration, time of day and day of week. The vendor shall provide a detailed breakdown of any and all rates, fees taxes they are charging inmates.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Rates proposed are detailed as follows:

F. Commission Reports

The vendor must submit with its response a sample of the proposed management reports. All revenue information will be detailed by telephone number, accounting code and location. During the term of the contract, two copies of the traffic reports and commission statements must be provided to the Sheriff's Office.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Commission payments due to the Facility will be paid monthly, with the commission check paid by within 15 business days after the month the calls occur. For example Commissions due on calls placed between June 1 through June 30 will be prepared and mailed by July 15th. Revenue, calls and minutes are itemized on Client Monthly Commission Statements.

G. Commission Payments

Commissions must be remitted so as to be received by the County within thirty (30) calendar days of the close of each period for which commissions are being paid. Commission checks will be made out to "**Rowan County Sheriff's Office**" and forwarded to:

Rowan County Detention Center
Jail Administration
115 W. Liberty Street
Salisbury, NC 28144

Pay Tel Response: ACKNOWLEDGED AND AGREED.

VII. MAINTENANCE

A. General

The vendor will provide the necessary labor, parts, materials and transportation to maintain all proposed telephone and related services equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract.

The vendor must maintain all pay phones (inmate and public), related equipment, and any wiring and software required and provided under this contract, in good working order.

The vendor will provide telephone equipment personnel who have been fully trained and qualified on the equipment and software to be serviced and/or certified by the equipment manufacturer if such certification is required by the manufacturer. Describe in detail the number of hours that a technician will be assigned to this contract per week.

Vendor will provide Sheriff with a complete inventory of inmate phones which includes equipment serial numbers, the ANI, trunk, and housing unit location of each phone within three (3) days of cutover. Vendor will also maintain a current, complete and accurate inventory. Any removal, relocation, or installation of any phone, including a change in ANI shall be approved by Sheriff and so documented.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

B. Problem/Solution

The vendor will be responsible for determining whether a line access failure is the fault of the local exchange carrier (LEC), the inter-exchange carriers (IXC), or the provider's equipment. If the vendor determines that the telephone Contractor is at fault, the vendor will contact the telephone Contractor and negotiate the desired services. The contractor must complete all repairs if a failure is determined to be the fault of the contractor's equipment (hardware, software or wiring). The contractor will be held accountable to isolate and correct all failures involving 20% or more of the telephone at any single location within four (4) hours and failures involving fewer than 20% with 24 hours. Any malfunction of more than 50% of installed phones in any housing unit of a Detention Facility will require a four (4) hour response time.

Pay Tel Response: ACKNOWLEDGED AND AGREED. Rowan County will receive immediate response on all service issues and will have full access to Pay Tel's technical support team located just an hour from Salisbury. Pay Tel's experienced team will be readily available to resolve issues as they occur, and will meet or exceed the response commitments in every instance. Our full inventory is also housed at our Greensboro location, providing the added assurance that replacement items are available promptly when needed to complete repairs. Pay Tel's Sample contract (provided as an exhibit to this proposal) contains our response commitment to Rowan County.

C. Security

At least 48 hours prior to starting work at any detention facility, vendor will supply the full name, date of birth, and social security number for all its employees and/or subcontractors' employees who may be working at each institution to the institution facility manager at that location. This will apply to the vendor's future employees as well. Vendor personnel must meet the security standards prescribed by the Rowan County Sheriff's Office, its applicable regulations, and must obtain passes, permits, and security clearances applicable. The Sheriff's Office may summarily reject any vendor's employee which it believes does not meet its requirements, or who violates any of its security rules, regulations, or policies. Failure to provide personnel who meet Sheriff's Office security requirements may result in cancellation of any contract award under this RFP.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

D. Commissary System

The Rowan County Sheriff's Office currently uses Kimball's for its commissary system. Kiosks are used to have money transferred to inmates' phone accounts.

Pay Tel Response: ACKNOWLEDGED AND AGREED.

The Rowan County Sheriff's Office, or its Agent, shall have the right to waive any informality or irregularity. All provisions of this Invitation are accepted by bidder as part of any contract or purchase resulting therefrom. Please specify terms of payment below; otherwise, the terms will be 2% 10th Prox.

Pay Tel Communications agrees to furnish or cause to be furnished, all labor, supervision, equipment, materials, services, and supplies necessary to provide a turn-key installation of Pay Tel's tried and Inmate Telephone Service (ITS), inteTABLET™ solution, video visitation at the County

SIGNATURE FORM

Date: 3/18/2022 Contractor Name: Pay Tel Communications, Inc.

Web Address: www.paytel.com

Terms: _____ No suggestions: _____

County: Guilford State: NC Zip: 27410

Phone: (866) 729-8352

Vendor's Federal I.D. Number: 56-1528852

I certify that Pay Tel Communications, Inc. has X has not _____ been in operation for one year at 4230 Beechwood Drive, Greensboro, NC 27410 location(s) zoned for the type of business conducted by my Contractor at the address stated above.



(Authorized Signature)

Vincent Townsend
(Print Name)

rfps@paytel.com
(E-Mail Address)

Toll Free Phone: 866-729-8352

Fax Number: 336-346-1127

Return original bid in sealed envelope. Authorized signature of bidder must be in ink.

Bids received in our office after the specified date and time will not be considered.

SAMPLE CONTRACT

SAMPLE MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 2022 by and between Rowan County, NC Sheriff's Office ("Customer") of the one part and Pay Tel Communications, Inc., a North Carolina Corporation ("Pay Tel") of the other part,

WHEREAS, Customer and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive provider of enabled and secured inmate communications services to inmates as outlined in Exhibit A, such services generally originate or relate to communications within Customer Premises Facility (hereinafter sometimes "Premises" as identified in Exhibit B (hereinafter sometimes "Services")); and

WHEREAS, Customer understands the cost to Pay Tel associated with providing such Services and Customer agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

Customer, acting in its proprietary capacity, warrants by its/their signature that the requisite approval has been obtained to bind any authority having jurisdiction over the Premises including the requisite authority sufficient to bind Customer to agreements of the size, nature and term covered by this Agreement.

2.0 LOCATION

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit B attached hereto (the "Premises") except as set forth below.

2.2 Customer acknowledges and agrees during the original or any renewed term of this Agreement that if Customer commences operations at any location other than the Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.0 TERM

3.1 The term of the Agreement shall commence upon the first use of Services and shall continue for a period of two (2) years from that date. This Agreement shall be automatically renewed for successive terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 10.1 below.

3.2 Upon cancellation by Customer, Pay Tel has the right to match the financial and service conditions of any competitive proposal under consideration, and upon Pay Tel's written agreement to do so, it shall be entitled to retain the contract for an additional two (2) year term.

3.3 Unless specifically exempted in Exhibit A, Customer shall not allow any other party the right to supply the same or similar Services at the Premises during the original or any renewed term of this Agreement.

4.0 COMPENSATION

4.1 Customer agrees reasonably to assist Pay Tel in its efforts to prevent losses and fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent activity whether such perpetrators are located inside or outside the Premises.

4.2 The parties acknowledge and understand that this Agreement is subject to the provisions of state and federal laws and regulations, and Pay Tel can only provide Services in compliance with all applicable rules and regulations, including those rules and regulations promulgated by the Federal Communications Commission ("FCC") and state Public Utility Commissions ("PUCs"). If there are any changes or new interpretations of existing laws or regulations by the FCC, PUCs or any other governmental body that conflict with the terms of this Agreement, the parties hereto understand and agree that the provisions of this Agreement will need to be amended to conform to those legal requirements. If Pay Tel is aware of the likely passage or promulgation of any material change to law or regulation, it will endeavor to give as much notice as possible of the pendency of such change. As soon as Pay Tel has actual notice of any change that materially affects the terms of this Agreement, it will provide Customer at least twenty (20) days prior written notice of any change that will require amendment of this Agreement. If Customer objects to any such change in writing within twenty (20) days of receipt of notice, Customer's objection will be resolved by application of the dispute resolution provision of Section 8.2. During the pendency of the dispute, however, any proposed amendment made to conform to state or federal law will be deemed to be in effect.

4.3 Pay Tel will make compensation payments as set forth in Exhibit C. This Exhibit C will be modified in the event of a material change in the operation of the facility as further described in Section 4.4

4.4 Any compensation required to be paid under this Agreement is based on information provided by Customer and contingent on the cooperation of Customer as well as Customer's vendors whose services affect Pay Tel's ability to earn revenue. Customer understands and agrees that any material change to this cooperation or events as set forth in this section may constitute a material change to the information upon which Pay Tel reasonably relied to set the compensation rates set forth in this Agreement. If there is a material change in cooperation or regulations that affect this Agreement, Pay Tel and Customer will work together to modify the terms of this Agreement in light of both the Customer's and Pay Tel's respective interests.

The following list provides examples of items that will affect the generation of revenue for Customer and Pay Tel,

1. A sustained reduction in Inmate population.
2. Unreasonable restriction of inmate access to Pay Tel Services during normal awake hours (even restrictions imposed for security or disciplinary purposes.)
3. Other restriction of Pay Tel's ability to provide comprehensive inmate communications Services defined in Exhibit A.
4. Interference or lack of cooperation by Customer- selected-vendors such as the provider of Jail Management Software and/or Commissary companies whose lack of cooperation, for example, would inhibit Pay Tel's ability to commence or fully implement the installation of its equipment or provision of services to enable real-time transfer of money for the purpose of debit calling and/or messaging,
5. Lack of availability of products or services anticipated by this Agreement.
6. Any other action by Customer or Customer-selected vendors that unreasonably impede the use of Pay Tel equipment and Services by Inmates.
7. Regulatory changes that prohibit or mandate current pricing for Services.

5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

5.1 Pay Tel will provide, install and operate equipment at the Premises necessary to provide the Services set forth in Exhibit A attached hereto.

5.2 The placement of any equipment to be provided at the Premises will be determined by Pay Tel in consultation with the Customer and may be adjusted as necessary.

5.3 In the event that Pay Tel has agreed to provide limited free services, such services are understood to be provided only as set forth in Exhibit D. Paragraph 4.4 is incorporated into this paragraph by reference.

5.4 Unless otherwise provided in Exhibit C, all Services will be provided by Pay Tel at its expense.

5.5 Customer will provide space and necessary utilities to support the provision of Services.

5.6 Pay Tel will charge rates for all Services that are compliant with the FCC and any applicable PUC.

5.7 Any equipment provided by Pay Tel hereunder associated with the operation of the Services is agreed by Customer to be the personal property of Pay Tel and is not intended to be a permanent fixture. It is the express intention of both Customer and Pay Tel that such equipment is and shall continue to be personal property of Pay Tel. All equipment provided by Pay Tel in connection with its services will be removed by Pay Tel at the end of the term of this Agreement, including termination of this Agreement pursuant to Paragraph 8.1 hereof. Following termination for whatever reason, Pay Tel shall have the absolute right to recover its Equipment at any reasonable time wherever it is then located. Customer agrees to provide access and to facilitate such removal. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.8 Pay Tel agrees to maintain its equipment in good operating condition, as further described in Exhibit E herein. In order to do so, Pay Tel shall have the right during normal business hours to enter the Premises to perform necessary maintenance and repairs as well as for purposes of inventory control. In order to trigger a service event, Customer must promptly notify Pay Tel of any malfunctions or loss of service.

5.9 Nothing herein shall require or obligate Pay Tel to perform maintenance or repairs to equipment that Pay Tel did not install or separately agreed in writing to repair or maintain.

5.10 Pay Tel agrees that its equipment will conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Customer shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

6.0 LIMITED LICENSE

In order to allow Services, Customer hereby grants to Pay Tel's employees and to the company a limited license to act under its law enforcement authority to record and manage inmate communications. Call recordings, emails or other electronic information ("Electronic Data") may be in Pay Tel's custody or control for periods of time and such custody and/or control shall be deemed under the authority of Customer's law enforcement personnel and any direction from Customer to Pay Tel and its employees with respect to such Electronic Data shall be deemed to be under a limited license to provide such data to law enforcement officials or to use for legitimate business purposes. Pursuant to this Agreement, Customer grants to Pay Tel a perpetual limited license to a) comply with requests submitted to Pay Tel by

any representative of Customer; b) disclose electronic data or physical forms of such data to Customer's representatives; c) utilize such data in order to perform functions necessary to provide Services; d) monitor such data to prevent fraud; e) monitor such data for equipment quality control and maintenance purposes; f) use the data in connection with legitimate business purposes; and g) Pay Tel will notify Customer's designated administrative contact of any requests to Pay Tel from Law enforcement or other authorities as soon as is practically possible.

7.0 Termination

7.1 Customer may terminate this Agreement in the event of an uncured material breach. Customer shall be required to give written notice to Pay Tel of any alleged material breach in strict conformance with Paragraph 9.1. Pay Tel shall have a right to cure any such breach within thirty (30) business days of receipt of written notice. This thirty (30) day cure period will be suspended and must be extended for an additional ninety (90) days if such cure has begun, is being diligently pursued but cannot reasonably be effected within the initial thirty (30) day period. Additional extensions may be granted by mutual agreement.

7.2 In addition to objections arising under Section 4.2, or if any state or federal legislative, regulatory, judicial or other legal action (a) materially affects any terms of this Agreement or the ability of Pay Tel to perform any terms of this Agreement, or (b) would make Pay Tel's compliance with its obligations under this Agreement, in Pay Tel's reasonable judgment, no longer economical or feasible, Pay Tel may provide written notice of such facts to Sheriff and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved within forty-five (45) days of notice, either party may submit the dispute for resolution pursuant to section 10.6 of this Agreement or alternatively, Pay Tel may terminate this agreement on thirty (30) days' notice to Sheriff.

8.0 SUCCESSORS IN INTEREST

8.1 Customer agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment for use in providing Services. . This Agreement shall be binding upon the successors and assignees of both Customer and Pay Tel, including, without limitation, any financial institution providing financial accommodations to Customer or Pay Tel.

9.0 MISCELLANEOUS PROVISIONS

9.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to Customer addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of receipt shall be deemed to be the date of giving such notice.

9.2 This written document, including Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by Customer and Pay Tel.

10.3 This Agreement shall be construed in accordance with the laws of the State of North Carolina.

10.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.

10.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders are interchangeable as required by context.

10.6 Any and all claims or disputes arising out of or relating to this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the commercial rules governing arbitration of the American Arbitration Association. The exclusive venue for such arbitration shall be Greensboro, North Carolina unless otherwise agreed by the parties. At the conclusion of this arbitration, the award may be confirmed and judgment entered by any court having jurisdiction over the parties.

10.0 LIMITATION OF LIABILITY

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, PAY TEL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY CAUSE OR CIRCUMSTANCE INCLUDING WITHOUT LIMITATION, LOSS OR CORRUPTION OF ELECTRONIC INFORMATION DUE TO BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER FAULT OR CIRCUMSTANCE. FURTHERMORE, PAY TEL'S LIABILITY FOR DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT OF COMPENSATION OTHERWISE DUE CUSTOMER DURING THE PERIOD IN QUESTION OR THE PRECEDING ONE YEAR PERIOD, WHICHEVER IS SHORTER.

This Agreement entered into as of the day and year first written above.

ROWAN COUNTY SHERIFF'S OFFICE

PAY TEL COMMUNICATIONS, INC.:

By: _____ (Seal) By: _____ (Seal)

By: _____ (Printed) By: Vincent Townsend (Printed)
Authorized Agent for Customer

Date: _____ Date: _____

Attest: _____ Attest: _____

Account Representative: _____

Address: _____

Address: Post Office Box 8179
Greensboro, North Carolina 27419

Phone: _____

Phone: 866-729-8352

EXHIBIT A

EXACT QUANTITIES WILL BE SPECIFIED FOLLOWING A COMPLETE SITE SURVEY

SERVICES & EQUIPMENT

The following equipment and services are provided for use at no cost to Customer in consideration for the exclusive right to provide inmate communications services to the Facility including, but not limited to phone calls, messaging, and visitation throughout the duration of this Agreement.

Services Included:

CenturionITS™ Inmate calling via phone, tablet or kiosk

- Direct Billed Collect
- Prepaid Collect
- Debit (and/or Debit Card)

inteleVISIT™ Video Visitation

inteleTABLET™ Multifunction Inmate Tablets

Equipment and Service Summary

Fully Automated Collect, Prepaid Collect and Debit Calling

- ___ Stainless Steel Inmate Telephone Instruments (Standard Wall Mount)
- ___ Stainless Steel Inmate Telephone Instruments (Hands-Free Wall Mount)
- ___ Stainless Steel Inmate Telephone Instruments (Cart Mounted)
- ___ Video Relay Service (VRS) Tablet or Kiosk
- ___ inteleVISIT™ Video Visitation units (Visitor)
- ___ inteleVISIT™ Video Visitation units (Inmate)
- ___ inteleTABLET™ Devices
- ___ inteleTABLET™ Charging Stations
- ___ Applications on Tablets
 - ___ Messaging (Required)
 - ___ Pathway to Achieve Education
 - ___ Entertainment (movies, music & games)
 - ___ Lending Library
 - ___ Law Library (Optional)
 - ___ Pathways to Faith - inspirational videos
 - ___ Commissary Ordering (Optional)
 - ___ Inmate Handbook
 - ___ Opioid Information
 - ___ PREA Information

Secure Access to ITS from County PCs and/or Laptops

Sufficient redundant storage capacity to support 7 years of call detail records, 2 years of call recordings, 2 years of messages, and 90 days of video visits and video messages.

EXHIBIT B

PROPERTY DESCRIPTION

The Premises which is the subject of this Agreement:

Rowan County Detention Center
Rowan County Detention Center Annex

EXHIBIT C

RATES & COMPENSATION***Inmate Phone Calls***

Call Type	Pay Tel Per Minute Rate	Facility Compensation
Local	\$.15	72%
IntraLATA	\$.15	72%
InterLATA	\$.15	72%
Interstate	\$.15	72%
International 10-Digits – Canada, Puerto Rico, US Virgin Islands, Guam	\$.15	72%
International Mexico	\$.15	72%
International Other	\$.15	72%

**Applicable local, state and federal taxes and mandatory regulatory fees will be applied in addition to the above rate per minute without markup or additive.*

Other Services

Service	Rate	Facility Compensation
inteleMESSAGE™	\$.25 per message	20%
inteleVISIT™	\$.30 per minute	20%
InteleTABLET™ Paid Entertainment	\$.03 per minute	N/A

EXHIBIT D

SPECIAL CONFIGURATION SETTINGS

Free Calls

Description	Quantity	Duration Limit
TBD		5 Minutes

Other

Description	Setting
Default Call Duration Limit	15 Minutes
Default Phone Operating Hours	08:00 – 20:30

EXHIBIT E

SERVICE COMMITMENT

Pay Tel will use its best efforts to satisfy its customer and will operate generally in accordance with the following:

Local Representation

All local technicians utilized for this project will be trained by Pay Tel and certified to perform all potential repairs associated with the proposed inmate telephone service.

On-Site Inventory of Spare Equipment

Pay Tel will provide and maintain on-site inventory of spare components to minimize the time to repair. Where possible, rack mounted spares will be pre-installed and ready to be swapped in the event of component failure.

Service Response Commitment**PAY TEL SERVICE ACTION LEVELS****ROUTINE TELEPHONE INSTRUMENT REPAIR COMMITMENT**

Level	Definition	Commitment**
Minor Telephone Repair	Less than 20% of the phones in any given living unit or pod are in need of repair	Repair to be performed within three (3) business days.
Major Telephone Repair	20% or more of the phones in any given living unit or pod are in need of repair	Repair to be performed during special scheduled visit as requested by Facility point-of-contact.

*** Pay Tel reserves the option to combine specially scheduled Telephone Repair visits with upcoming preventative maintenance activity planned for later the same month.*

OPERATIONS CENTER PREVENTATIVE MAINTENANCE COMMITMENT

Routine Maintenance is the proactive work to address service enhancements, architecture modifications, infrastructure upgrades, and equipment replacement or reconfiguration.

Pay Tel will make every attempt to perform server maintenance at Pay Tel's corporate data center and disaster recovery site during our normal maintenance window of 1am thru 6am EST. If server maintenance will result in system downtime, facilities will be notified via a bulletin on the Administrator interface with a minimum of 24 hours notice under normal circumstances.

Pay Tel's Inmate Telephone Service System (ITS) has been designed to minimize service interruption and ensure a carrier class level of uptime. Through the use of 24/7 monitoring of all critical systems to the utilization of redundant equipment at every layer Pay Tel strives to provide a 99.999% service level to all of our customers.

Pay Tel commits to a proactive approach to service and support, including preventative maintenance (as further described in the table below) and routine repairs of phone instruments. If a service call is initiated prior to a scheduled site visit, the local technician may opt to perform preventative maintenance while on site following the repair activity.

ON-SITE PREVENTATIVE MAINTENANCE COMMITMENT

Item	Description	Commitment
Preventative Maintenance	Pay Tel will schedule a Preventative Maintenance (PM) Visit to the Site a minimum of once per quarter to complete any open phone repairs and to inspect inmate telephones and related equipment as outlined in Pay Tel's Preventative Maintenance Checklist.	Scheduled PM Visit (minimum) once per quarter

** Pay Tel is not liable for penalties if preventative maintenance visit is cancelled or rescheduled by the Facility.*

The following chart outlines the three Service Level Agreements for System Service Outages.
Preventative Maintenance and Routine Phone Repair Commitments are addressed on the previous page.

PAY TEL SERVICE ACTION LEVELS for ITS SYSTEM SERVICE OUTAGE

<u>Level</u>	<u>Definition</u>	<u>Time-Line</u>	<u>Commitment</u>	<u>Notification Intervals</u>
ALL	ALL Issues	<15 Minutes	Initial Response: to generate trouble ticket Assess Issue & Assign Severity Level	
1 – Minor	Less than 10% of the system is not responding	< 2 Hours No Later than Next Business Day No Later than Next Business Day	Follow-up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation	2 Hours 6 Hours 12 Hours Next Business Day
2 – Serious	Between 10% and 25% of the system is not responding	< 1 Hour <12 Hours <12 Hours <1 week	Follow up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation Post-event Report & action plan to avoid future issues of this kind (if applicable)	30 Minutes, 2 Hours 4 Hours 12 Hours
3 - Major	Over 25% of the system is not responding	< 30 Minutes <4Hours <4 Hours <1 week	Follow up Response: Diagnose problem, determine course of action and engage necessary resources On-site Commitment (when needed) Corrective Action Expectation Post-event Report & action plan to avoid future issues of this kind (if applicable)	30 Minutes 45 Minutes 2 Hours 4 Hours

*Note: On-site commitments may be adjusted as agreed or required by the designated County Contact.
(All times noted are measured from the time an issue is reported.)*

NC CERTIFICATION



NORTH CAROLINA Department of The Secretary of State

CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

PAY TEL COMMUNICATIONS, INC.

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 12th day of August, 1986, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



Certification# 89872528-1 Reference# 9942059-cs Page: 1 of 1
Verify this certificate online at www.secretary.state.nc.us/verification

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed my official seal at the City
of Raleigh, this 5th day of February, 2010.

Elaine F. Marshall

Secretary of State

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/14/2022

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

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

PRODUCER AssuredPartners of NC, LLC 823 North Elm Street PO Box 14946 Greensboro NC 27415		CONTACT NAME: Meredith Tysor, AAI, CISR PHONE (A/C, No, Ext): (336) 375-0600 FAX (A/C, No): (336) 375-7004 E-MAIL ADDRESS: meredith.tysor@assuredpartners.com															
INSURED Pay-Tel Communications Inc PO Box 8179 Greensboro NC 27419		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Citizens Insurance Company of America</td> <td>31534</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit Insurance</td> <td>41840</td> </tr> <tr> <td>INSURER C: The Hanover Insurance Company</td> <td>59621</td> </tr> <tr> <td>INSURER D: Hanover American Ins. Co.</td> <td>36064</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Insurance Company of America	31534	INSURER B: Allmerica Financial Benefit Insurance	41840	INSURER C: The Hanover Insurance Company	59621	INSURER D: Hanover American Ins. Co.	36064	INSURER E:		INSURER F:	
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INSURER D: Hanover American Ins. Co.	36064																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** CL21123025984 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADULT SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZB6H877882-00	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000 Uninsured motorist \$ 4,000,000 EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		AW6H8979150-00	01/01/2022	01/01/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000 Uninsured motorist \$ 4,000,000 EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UH6H877887-00	01/01/2022	01/01/2023	PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 E&O Liability 5,000,000 Cyber Liability 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WZ6H851319-00	01/01/2022	01/01/2023	
C	Professional Liability Cyber Liability		LH6H877929-00	01/01/2022	01/01/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Rowan County Sheriffs Department and Sheriff Kevin Auten are Additional Insureds on the General Liability policy if required by written contract, agreement or permits only as respects to operations of the Named Insured. 30 days notice of cancellation will be provided, except in event of non-payment of premium, then 10 days provided.

CERTIFICATE HOLDER Rowan County Sheriffs Department Attn: Sheriff Kevin Auten 232 N. Main Street Salisbury NC 28144	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Added Value Options



INMATE TABLETS

Time Saving

- Applications that save staff time
- Self-service charging stations

Free Resources

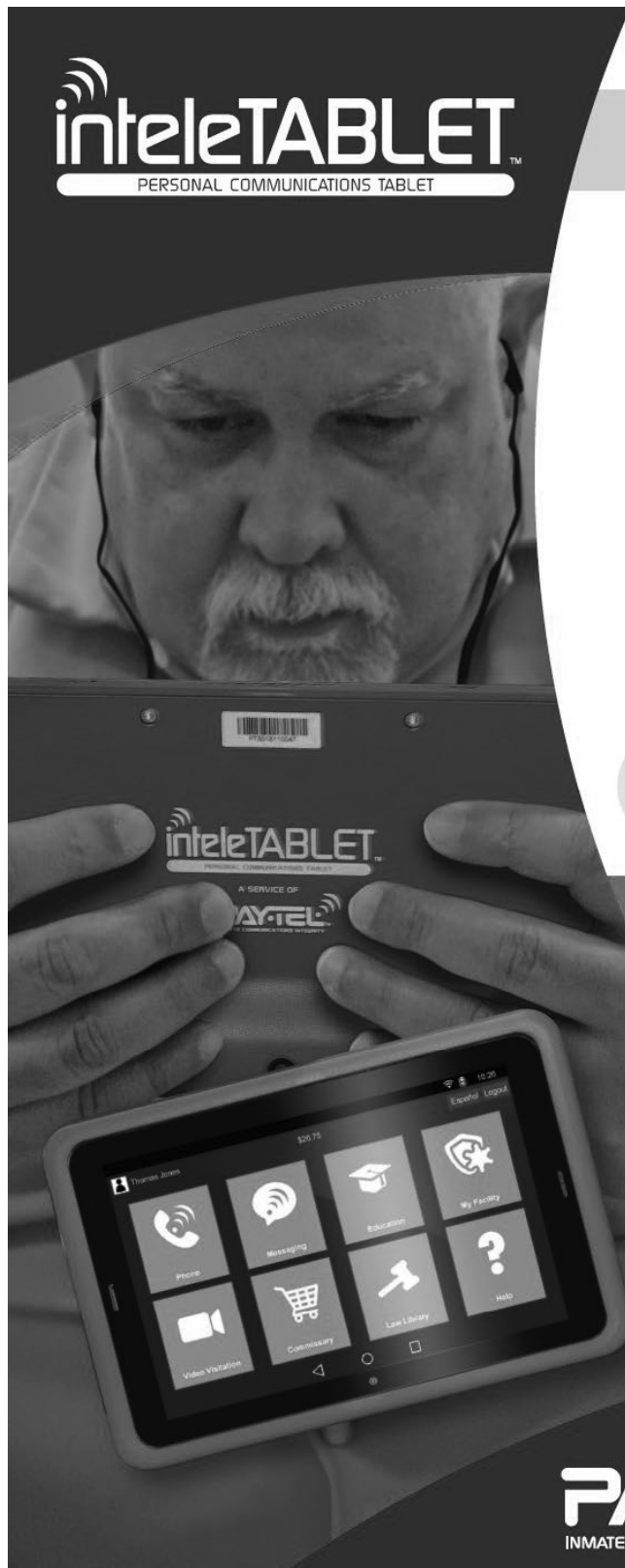
- Risk/Needs Assessment guides inmate to meaningful courses
- Pathway to Achieve™ – Industry's best education and life skills programming
- Entertainment as incentive for education achievement

Patented Design

- Impact-absorbing case with non-slip surface
- Stands by itself or lies at an incline for user comfort
- Pogo pin charging eliminates cords

"If it gives them the tools they need to not return to jail, make better choices, and make better decisions, then we're all about that. And I think it's just a big advantage for these inmates to have."

*Sheriff Janis Mangum,
Jackson County, GA*



PAY-TEL
INMATE COMMUNICATIONS INTEGRITY

www.paytel.com
866.729.8352 x105
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INMATE TABLETS

We are constantly working to expand the scope and functionality of our inmate tablet which already includes a wide array of proprietary apps and functions.

Pay Tel's inteleTABLET™ **Current Applications Include:**

- Phone
- inteleMESSAGE™
Secure Inmate Messaging
- PATHWAY to Achieve™
Incentivized Education Resources
- Entertainment
Movies and Music
- Law Library
- Free Lending Library
- inteleSCAN™
Mail Scanning
- Rise4me™
Local Reentry Resources
- Faith and Worship App
- Career One Stop
- My Facility
Facility Document App



PATHWAY TO ACHIEVE™

EDUCATION

Impactful and Engaging

- Content filled with graphics, video, audio, and interactive media
- New courses and content every month
- Risk/Needs Assessment guides inmates to meaningful courses in categories such as Substance Abuse, Family/Social Relationships, Attitude, Health, Vocational, and Education
- Intuitive Learner Dashboard: quick access to coursework, progress, and achievements

Rewards

- Learning Levels and Certificates earned for completed coursework
- Credits earned for achievements; spend credits on movies, games, and music

Administration

- Administrator Dashboard: view courses, create teams to group inmates, and manage inmate access
- Team leaders can assign coursework and monitor progress
- Dynamic reporting

Pathway to Achieve: a holistic approach to empowerment, improvement, and stronger communities.

PAY.TEL™
INMATE COMMUNICATIONS INTEGRITY

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INCENTIVIZED, FREE EDUCATION RESOURCES



Pathway to Achieve™
Inmate Dashboard



Pathway to Faith
Materials



Library Portal

Ask us about all the
other great Pathway
to Achieve content
on our inmate
inteleTABLETS.™

Real and Lasting Value of Pay Tel's Proposed Solution

In addition to the value represented by the commissions offered, Pay Tel's approach to education through our Pathway to Achieve™ has tremendous tangible value:

Real Value of targeted courses **specifically designed for maximum impact to inmates**

Real Value of courses offered – upwards of **\$619 thousand per year*** if this breadth of courses is offered to all inmates in a traditional manner

Real Value of incentive model – potential for industry leading inmate engagement of up to **97% engagement rate for inmates** with education and self-improvement courses, proven positive outcome and significant potential for reduction in recidivism.

Real Value of Reducing Recidivism – The Rand Study "Evaluating the Effectiveness of Correctional Education" proved that individuals who participate in correctional education programs had a **43% lower odds of re-offending** than those who did not. The potential result of that reduction is better outcomes for released citizens, safer communities and reduced cost of detention.

"Providing inmates with free educational opportunities can yield many benefits, including calmer, safer detention environment, reduced costs to jails and increased value to the local community. Our findings on Pay Tel's Pathway to Achieve™ indicate that newly released citizens will be better educated, have better coping strategies, be better prepared for work and family obligations and less likely to reoffend which has a significant positive impact to the community."

Thomas E. Dearden, Ph.D.

"The Estimated Value of the Pay Tel InteLeTABLET™ with Pathway to Achieve™ 2021

* If Rowan County were to implement traditional education on these subjects for all inmates, we estimate the cost to deploy is as follows:

Cost of Traditional Education per Inmate

Program	Per Inmate
Mental Health	\$232.70
Substance Abuse	\$312.89
Physical Health	\$31.49
Vocational Training	\$400.72
General Education	\$241.57
Parenting	\$210.00
Literacy & Language	\$143.22
Financial Literacy	\$54.80
Anger Management	\$24.95
Relationships	\$78.75
TOTAL	\$1731.09

358 Inmates x \$1,731.09 =

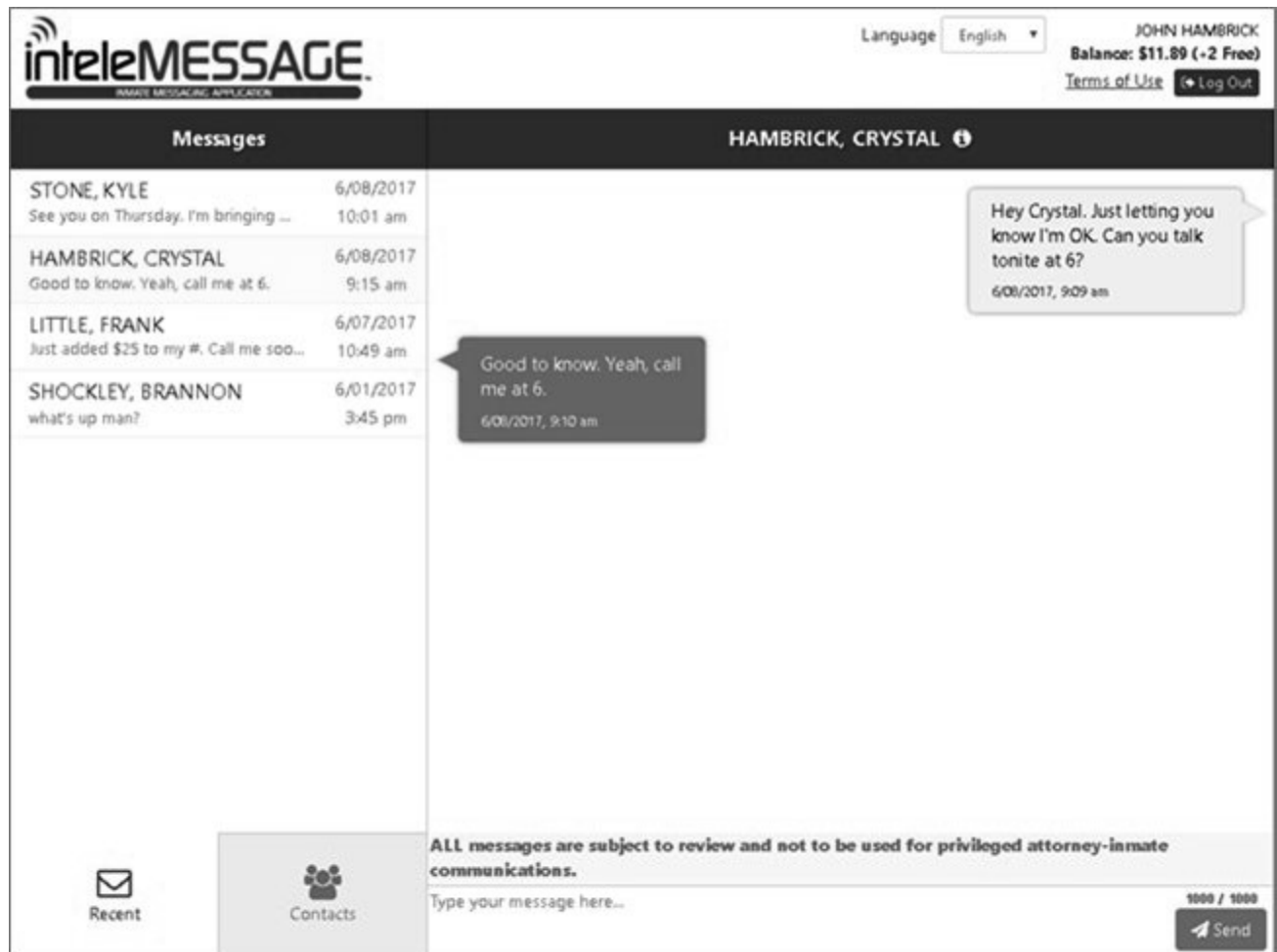
\$619,730 Annual Value

Offered AT NO COST to Rowan County.



Pay Tel's Inmate Messaging

inteleMESSAGE™ offers electronic messaging exchange between inmates and families and between inmates and the facility in a familiar messaging style. Conversations can be read and composed via an application on the inmate tablets and are designed to be another form of two-way communication between inmates and their friends/family. All messages are stored and are searchable for investigative and security purposes.



inTeleTABLET™ DELIVERS SIGNIFICANT FACILITY BENEFITS

- **Calming Effect on Inmates**
 - Increases options to communicate with family and friends
 - Phone Application
 - Secure Messaging Application
 - Eliminates wait time for phones
 - Reduces altercations between inmates – reduces need for officer intervention
 - Personal Briefcase – access to scanned postal mail
- **Pathway to Achieve™ Incentive-based education**
 - Individualized Risk/Need Assessment creates a personalized set of recommended courses
 - Expansive list of courses covering key subjects ranging from anger management to addiction
 - Opportunities for personal growth and improvement including GED, parenting, job skills and improving personal relationships
 - Administrative portal which allows facility users to monitor inmate educational progress and participation
 - Real value as inmates are less likely to re-offend when given the opportunity to take educational courses
 - Incentive-based education provides certificates and entertainment credits for course completion
 - Entertainment options include:
 - Movies (rotating selection of 140+ movies and videos)
 - Music (over 40 different channels)
 - Games (over 40 games available)
- **Administrative applications on tablets streamline essential facility processes and save officer time**
 - Provide mandatory facility information for inmate review and acknowledgement as prerequisite for tablet use
 - Inmate handbook
 - PREA information (document or video)
 - Other facility documents
 - Law library





VIDEO VISITATION

Convenient and Safe

Covid-19 has limited everyone's face-to-face interactions with family and friends. Boost inmate morale by allowing inmates to visit with their loved ones safely.

Time Saving

- No need to move inmates
- Decreases lobby traffic
- Minimal facility administration required

Secure

- Ability to monitor visits
- Option to pre-approve visits and visitors
- Visits are recorded for review as needed

Video Visitation is in high demand. Contact us today to schedule a demo and identify a solution to fit your facility's needs!



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Pay Tel offers a robust video visitation solution through our technology partner, HomeWAV. This effective product offers proven technology, time-saving benefits, and security.

Remote visits include inmates visiting via in-pod units and visitors calling from the comfort of their own homes, or via a convenient app which can be used on most cell phones and tablets. Remote visits are offered at a reasonable cost to the consumer based on the actual duration of the visit. On-site visits are supported via lobby kiosks for visitors and are offered at no charge.



- Convenient visitation payment processing through PayPal
- Free app for Android and Apple mobile devices
- Reasonable \$.30 per minute remote visitation fee
- No rigid visitation schedules to maintain
- In-pod kiosks eliminate the need to move inmates for visits
- Remote visits provide improved environment for visitation with children
- Supports video arraignment

inteleVISIT™ also provides the following important management features:

- | | |
|--|--|
| Recording of Video Visits and on-line storage for 3 months | Usage Statistics |
| Ability to Monitor Visits in Progress | Flexible Reporting Options |
| Visit Search and Playback | Option to Pre-approve Visits/Visitors |
| Downloadable Recordings | Password Protected Administrative Access |
| Recording Exception for Professional Visits | |

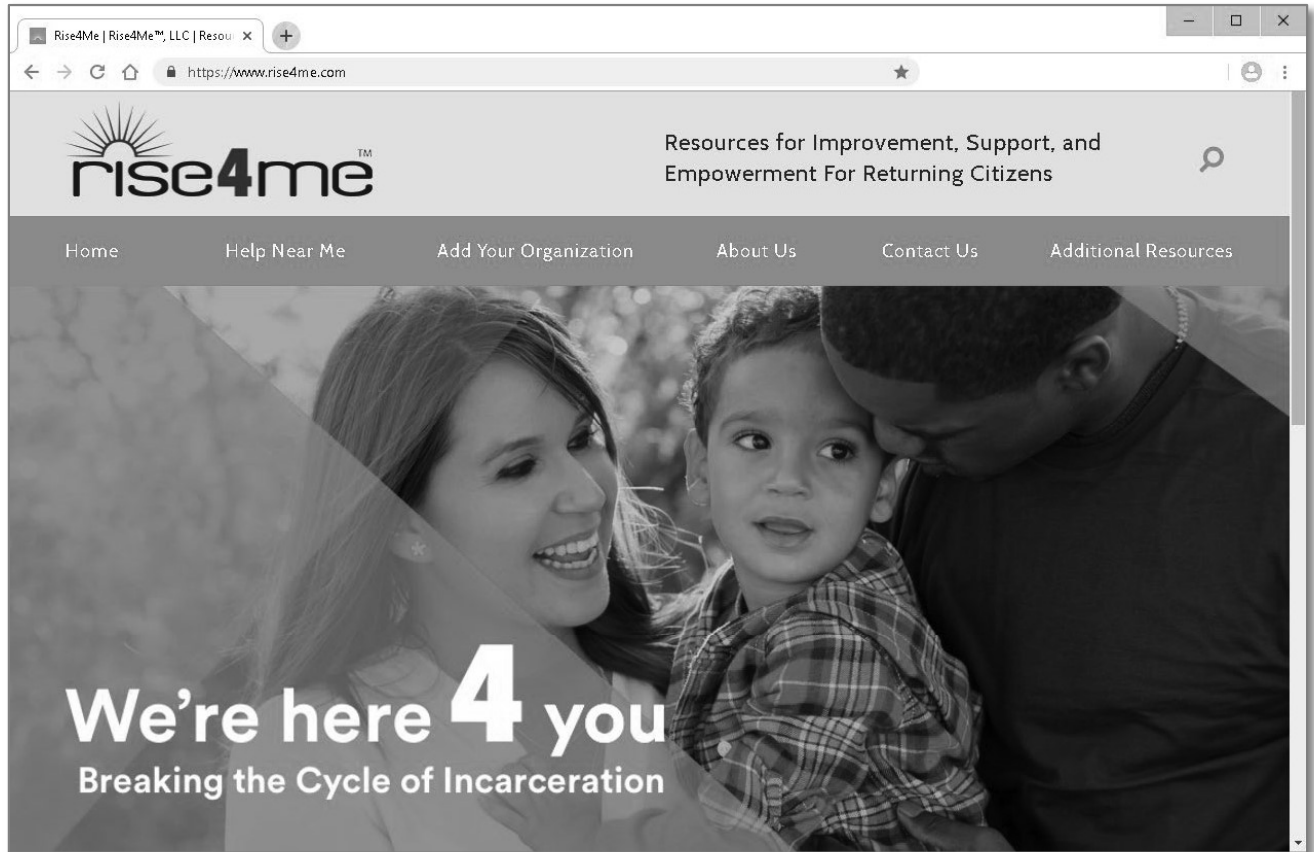


Rise4Me™ is a public service offered by Pay Tel Communications that is solely dedicated to providing returning citizens and their families with information about resources to aid in the successful reentry into society. Rise4Me™ resources will be hand-picked to meet the needs of Rowan County for current and former inmates, friends and family. Rise4Me™ can function as an independent service or as a beneficial supplement to established Rowan County reentry efforts.

The Rise4Me™ website provides Resources for the Improvement, Support and Empowerment for returning citizens. On the Help Near Me page a special drop-down will be prepared in coordination with Rowan County. The Additional Resources page includes multiple regional, state and national programs and services available to help returning citizens.

Key benefits include:

- Compile and share reentry resources for Rowan County Public and Faith-based Organizations
- Build community support for reentry
- Assist in reducing recidivism
- Outreach to public, returning citizens, and their families
- No cost to the County, agencies or families
- Comprehensive program designed to communicate program availability to community, released inmates, friends and family
 - Lobby posters
 - Tri-fold brochure for friends and family
 - Wallet cards provided to inmates upon release
 - Press release template
 - Social media release template



Pay Tel will provide Rowan County Sheriff's Office with posters and brochures for your lobby/visitation areas and wallet cards that can be provided to inmates upon release.

