

INMATE TELEPHONE SERVICES NASPO PARTICIPATION AGREEMENT

This Inmate Telephone Services NASPO Participation Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Montgomery County, Texas** (the "County") with the Montgomery County Sheriff ("Sheriff") and/or County Purchasing Agent as its authorized designees herein, having its principal address as set forth on Exhibit A, attached hereto.

WHEREAS, ICS and the State of Nevada, Department of Administration, Purchasing Division are parties to that certain NASPO Master Agreement No. 99SWC-NV22-13388 (the "NASPO Master") which was obtained through Solicitation No. 99SWC-S1154 (the "State Solicitation"); and

WHEREAS, the Texas Comptroller of Public Accounts for the Statewide Procurement Division has authorized the County to participate under the NASPO Master through this Agreement.

NOW, THEREFORE, the parties agree as follows:

- 1. Term of Contract.** This Agreement is effective upon the date of last execution and, subject to the terms herein, the initial service term shall commence upon the date inmates within the County's control begin placing telephone calls from the Equipment (such actual date the "Cutover Date") and shall remain in force and effect through 9/30/2028 (the "Initial Term"). If the NASPO Master renews beyond its current expiration date of 12/31/2028, and if County expressly executes a corresponding participation agreement renewal hereunder prior to 9/30/2028, this Agreement may renew, through any mutually desired date, prior to the revised expiration date of the NASPO Master, upon the same terms and conditions as set forth herein below ("Renewal Term").

During the first two years of the Initial Term of the Agreement from the Cutover Date, the Agreement can be terminated for non-appropriation of funding, as set forth below, or for cause, as set forth in Section 13, but not for convenience. After said first two years either party may terminate this Agreement at any time for any or no reason by providing sixty (60) days prior written notice to the other party. Upon termination of this Agreement, County shall promptly cease use of Equipment provided hereunder and ICS shall have the authority to remove the Equipment. Any hardware components of Equipment that County fully paid for, plus any installed wiring or conduit, shall permanently remain with County as County property. All other Equipment shall remain the property of ICS.

Non-appropriation: As per state law, either party may terminate this Agreement with thirty (30) days prior written notice to the other party for non-appropriation of funding, if the Commissioners Court of County fails to appropriate funding necessary for this Agreement during budget planning and adoption for any of County's following fiscal years from the effective date hereof, without incurring a breach or liability of any nature.

In no event shall County be liable for any monetary amounts to ICS unless otherwise pre-approved by County.

- 2. Service & Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The terms "Equipment" and "Services" are defined herein as telephone sets, computer systems and software, and all provided services by ICS to County respectively, as more fully described under Exhibit B - Scope of Services, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premises to its original condition, ordinary wear and tear excepted.

3. **Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
5. **Call Rates.** ICS shall provide calling services to retail consumers at the rates and charges set forth on Exhibit C, attached hereto. ICS may permit certain consumers to be billed on a collect basis and reserves the right to establish thresholds for the level of any collect call credit to be allowed for such billed consumers. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
6. **Consideration to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will also provide County the consideration set forth on Exhibit D, attached hereto, in exchange for a full Initial Term with County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations. No commissions shall be paid to County on any amounts relating to communication services.

ICS will make payments to County, if applicable, on a monthly basis on or before the first business day occurring 30 days following the end of the month in which such amounts are earned or accrued. Such payments shall be sent to the address set forth on Exhibit A or as otherwise designated by County in writing. There is no monetary amount due from County to ICS under this Agreement unless, and to the limited extent, otherwise pre-approved by County.

The parties agree that all rates, charges and consideration for services hereunder are predicated on the regulations, rates and charges applicable at the time of execution and are, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the communication services contemplated herein. The foregoing are also predicated on County maintaining an average daily inmate population ("ADP") consistent with the average of the three months preceding the Cutover Date, with such inmates having access to the telephone Equipment materially consistent with industry practice. A 10% or more decline in such ADP shall be deemed a "Significant ADP Drop". In the event that a Regulatory Change or Significant ADP Drop materially affects such rates, charges or consideration, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change, if applicable. All amendments shall be effective from the date of County's Commissioners' Court approval of same, regardless of an earlier general commencement date of a Regulatory Change or other circumstance.

In the event ICS invoices County for additional services or Equipment that are pre-approved by County, County shall pay such invoices within 30 days of the receipt date thereof. ICS reserves the right to offset any past due invoices from amounts otherwise payable to County, unless County has disputed the unpaid amounts.

7. **County shall:**

- a. Advise ICS of any Services Location or related premises that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate communication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.

- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
 - e. Provide suitable space and accessibility for inmates' use of telephone services.
 - f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
 - g. Permit reasonable access by ICS to County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
 - h. Be responsible for designating any required destination numbers as 'do not record' to ensure privacy for, among other things, attorney client privilege calls, using system features designed for such purpose.
 - i. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.
8. **Law and Venue.** The domestic law of the State of Texas (the "Venue State") shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in the state courts located in Montgomery County, Texas or, to the extent any federal telecommunication jurisdiction is implicated, in the U.S. District and Bankruptcy court, Southern District of Texas in Houston, Texas.
9. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.
- ICS shall provide certificates evidencing the above coverage amounts upon request from County.
10. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.
11. **Entire Agreement.** This Agreement, together with its Exhibits, constitutes the entire Agreement between the parties with respect to the subject matters and supersedes any prior written or oral agreements regarding such matters. This Agreement may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon.
12. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premises caused by fault or negligence of County. Notwithstanding the forgoing, throughout the term of this Agreement, any and all individual items of Equipment found by

County personnel to require repair or replacement for any reason on a routine operational basis shall be timely repaired and/or replaced by ICS at ICS's sole cost.

13. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
14. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS provided that ICS will notify County of any transfer or assignment of any portion of this Agreement within thirty (30) days thereof. County may terminate the Agreement without penalty within thirty (30) days of receipt of such notice if County is prohibited from contracting with the assignee entity under then applicable state or federal suspension/debarment regulations. This Agreement may otherwise only be sub-contracted, transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
15. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
16. **Indemnification Section Intentionally deleted.**
17. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, acts of government, military action, acts of terrorism, epidemics or similar events beyond the reasonable control of such party.
18. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
19. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
20. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COUNTY BE DEEMED TO HAVE WAIVED ANY IMMUNITY, DEFENSE OR LIABILITY CAP AVAILABLE TO IT BY LAW AND IN NO EVENT SHALL COUNTY OR ICS BE LIABLE FOR AMOUNTS ASSOCIATED WITH ANY PERIOD BEYOND TERMINATION/EXPIRATION OF THE AGREEMENT.

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

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

- 21. No Hire/No Solicit Section intentionally deleted.**

- 22. Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character clearly identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of two (2) years.

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

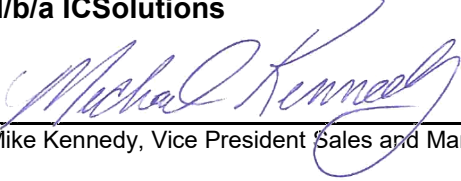
Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction. This Agreement does not prevent County from complying with its obligations under the Texas Public Information Act.

- 23. License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the software used in the performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software.
- 24. Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25. Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26. Governmental Immunity.** The County, as a governmental entity under the laws of the State of Texas, retains its full governmental immunity in executing this Agreement and performing hereunder. Nothing in this Agreement shall waive, limit, or restrict the County's governmental immunity to suit or damages.
- 27. No Third Party Beneficiary.** The parties to this Agreement do not intend to create a third-party beneficiary or for any third party to obtain a right by virtue of this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

{Remainder of page intentionally left blank. Signature page and Exhibits follow.}

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

Inmate Calling Solutions, LLC
d/b/a ICSolutions



Mike Kennedy, Vice President Sales and Marketing

1/14/2026

(Date)

Montgomery County, Texas

Mark J. Keough, County Judge

(Date)

Attest: _____

L. Brandon Steinman, County Clerk

Approved by Texas Comptroller of Public Accounts
for the Statewide Procurement Division:

See email dated 1/22/26

(Signature)

(Printed Name)

(Date)

Exhibit A – County Addresses

Principal Business Address (used for all notices hereunder):

Montgomery County Sheriff's Office
1 Criminal Justice Drive
Conroe, TX 77301

With copy to:

Montgomery County Purchasing Agent
501 N. Thomson Street, Suite 405
Conroe, TX 77301

Facilities & Service Locations:

Facility Name

Service Locations

Montgomery County Jail

1 Criminal Justice Drive
Conroe, TX 77301

Equipment to be shipped to:

Montgomery County Jail
1 Criminal Justice Drive
Conroe, TX 77301

Payments, if applicable, to be made to:

Montgomery County, Texas
c/o Montgomery County Sheriff's Office
1 Criminal Justice Drive
Conroe, TX 77301
ATTN: Ms. Stephanie Eckert

Exhibit B – Scope of Services

ICS shall provide County with a comprehensive, fully hosted, and fully supported inmate communications system, including inmate telephone services, secure messaging, inmate tablets, kiosks, video visitation, digital mail, investigative tools, installation, training, and ongoing technical support all as more fully described below. Optional Services may be selected by County at any time.

THE ENFORCER® Inmate Calling Platform

- 422 Wall-mounted inmate telephones
 - Calling through the Enforcer® also available using inmate tablets & kiosks
- 89 visitation phone sets connected to the Enforcer® for monitoring & recording
- Captel, TDD/TTY and/or VRS units as reasonably needed for deaf and hard of hearing inmates
- Inmate voicemail messaging
- Redundant data storage in our Atlanta and San Antonio data centers
- Online storage of all call recordings and call data for the entire contract duration, plus any required retention period thereafter
- Unlimited ENFORCER® user licenses

THE ENFORCER® Data Analysis & IVR Suite

- THE ANALYZER™ link analysis / data mining tools
- THE INFORMER™ PREA module
- THE COMMUNICATOR™ paperless inmate communications portal
- THE ATTENDANT™ automated information line

JMS & Commissary/Banking Interfaces

- Inmate Debit Accounts – funded from their Trust Account as a simple commissary purchase
 - A single Debit Account to pay for all phone, video, & tablet services
- Automated inmate ID/PINs

Transcription & Translation for All Inmate Communications

- All calls and visits are automatically transcribed upon completion
- Artificial Intelligence creates an AI Summary of each conversation
- Keyword search tools help locate words and phrases of interest
- Translation available in 100+ languages for inmate grievances, email messages, calls, & visits o
Officers & inmates can write grievances & responses in separate languages

THE BRIDGE 8.0™ Inmate Tablet System with Optional Video Visitation

- Tablets with 8" screen, adjusted to one per inmate plus reasonable spares. Support and maintenance subject to ICS' standard Tablet Damage and Repair Policy attached hereto as Exhibit B-1.
- Tablet charging stations / Tablet Distribution System terminals
 - Operate the Tablet Distribution System for Tablet Checkout/in
 - With 8" touchscreens, stations are also fully functional inmate kiosks for inmate applications
- Secure communication made easy using handheld tablets & kiosks
 - Inmate email / text messaging and inbound photo sharing
 - Encrypted messaging with registered attorneys
 - Inmate calling through ICS' ENFORCER® platform
 - Optional Remote Video Visitation, with network bandwidth provided by ICS
- FREE Access to scanned postal mail
- FREE inmate self-service apps
 - Commissary ordering + balance check
 - Bonds / court dates

- Customizable forms
- Grievance reporting + inmate requests
- Medical requests / sick call
- Inmate handbook & other facility documents
- FREE educational content, including GED/HiSet materials & cognitive adult education
- FREE premium educational content from Edovo Core™
 - Full library, GED prep, behavioral therapy, vocational training, and more
 - Enables the County to upload its own content
 - Supports continued learning after release, at no cost to the County or user
- PRESENTATION APP to facilitate teacher-led learning, religious services, etc. (available when video visitation deployed)
- FREE eBooks, including religious materials
- FREE Purple relay service to ensure ADA compliance
- FREE access to the digital law library
- Large collection of streaming entertainment content available – music, movies, sports, games, etc.

BRIDGE 8.0™ Tablet Distribution System

- Inmates enter their unique login credentials to check a tablet out from a secure self-service kiosk
- Kiosk camera photographs each inmate who accesses the system
- Only the inmate who checked out a tablet can operate it
- System tracks which inmate has checked out each tablet and sends an alert to the specified officer(s) if the tablet is not returned within the configured timeframe
- Forces each inmate to return a previous tablet before they can check out another
- Minimizes staff involvement in managing tablet distribution & collection

Offsite Mail Scanning

- Non-legal postal mail is directed to ICS' scanning center, where it is scanned and digitized
- Delivered to inmates via inmate tablets & kiosks

Lexis Nexis™ Law Library Subscription

- Accessible via inmate tablets & kiosks
- Simple and complex searching of Federal and State case law, statutes, and administrative law

JMS & Commissary/Banking Interfaces

- KCN-integrated DirectLink™ Trust Inmate Debit Account – funded via a simple transfer from their KCN Trust Account
- Automated inmate ID/PINs

Turnkey Installation & Onsite Support

- Turnkey installation encompassing all necessary hardware, software, & network infrastructure
- Initial and ongoing training for all County users
- Dedicated Full-Time Site Administrator / Technician stationed onsite to perform routine maintenance and emergency onsite service
 - Can assist with administering inmate tablets
 - Can assist visitors with registration & scheduling
 - Can assist with other administrative and investigative tasks
 - Available to respond immediately to onsite repair requests
 - Available to testify in court proceedings
 - Will regularly inspect & maintain onsite equipment
- Local technicians to provide backup onsite support as needed

- 24 x 7 x 365 live, U.S.-based service for County staff and public users
All-inclusive warranty, support, and repair/replace maintenance package

Exhibit B-1

Tablet Damage and Replacement Policy

- A. Overview:** The purpose of this Policy is to provide an operational framework to support a 'Spare Tablet Program' to help ensure uninterrupted access to communication and entertainment services for inmates. ICS acknowledges the rigorous use environment of correctional facilities and provides a Spare Tablet Program to County with an allowance of spare tablets equal to 10% of the total tablets offered. Under ordinary use conditions, the Spare Tablet Program includes repair or replacement as needed at no cost to County. However, Tablets that are deliberately misused or damaged shall not be covered under the Program.
- B. Exclusions from Free Replacement Coverage:** While ICS is committed to supporting County in maintaining operational efficiency and inmate satisfaction, it is understood that the Spare Tablet Program does not extend coverage to tablets that have been subjected to physical damage through misuse or deliberate acts by inmates or any other individuals. This includes, but is not limited to:
- Screens that are shattered, cracked, or otherwise compromised.
 - Tablets with missing pieces or parts, indicating tampering or attempts to disassemble.
 - Damage resulting from attempts to open the tablet casing unauthorizedly.
 - Any form of physical alterations that deviate from the tablet's original condition as supplied.
 - Lost or stolen tablets while under the County's supervision.
- C. Procedure for Reporting Damages:** County shall report any damages to tablets within a reasonable timeframe from the occurrence of the damage. The report should include a detailed description of the condition of the damaged tablet, accompanied by photographic evidence where possible.
- D. Assessment and Determination:** Upon receiving a damage report, ICS will assess the reported condition against the exclusions listed in paragraph B, above. Tablets deemed by ICS, in its reasonable discretion, to have been damaged due to reasons covered under the exclusions will not be eligible for free replacement under the Spare Tablet Program. In such event, County may opt to purchase replacement tablets at the cost in effect at the time.
- E. Responsibility and Care:** County agrees to educate and enforce proper care and use of the tablets among the inmate population to minimize incidents of deliberate damage. ICS will provide County with care and handling guidelines to be communicated to inmates.
- F. Amendments and Exceptions:** ICS reserves the right to review and reasonably adjust this Policy as needed to ensure fairness and sustainability of the Spare Tablet Program.

Exhibit C – Rates & Charges

The following rates apply to calls from all Service Locations:

Prepaid, Debit, Qwikcall™ & Direct Bill Calling Rates	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.10
Intrastate/IntraLATA	\$0.10
Intrastate/InterLATA	\$0.10
Interstate	\$0.10
International (Debit only)	* Cost + \$0.10

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

* “Cost” means ICS’ underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6010 (e).

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

Keep Families Connected™ Program: Two (2) free calls plus two free messages per week per inmate.

Other Service Fees:

Remote Video Visitation (per minute).....	\$0.19
Streaming Tablet Content (per minute).....	\$0.05
Email / Text / Photo Messaging (per message).....	\$0.25
Video Messaging (per message).....	\$0.35

Exhibit D – Consideration

Current FCC regulations recognize that facilities may incur expenses that are used and useful for the facility to permit and administer inmate communication services, and that those used and useful costs are reimbursable in an amount up to \$.02 per minute of communication services (which includes phone calling and Remote Video Visitation). County is expected to incur such costs, estimated to be in excess of \$0.02 per minute, including labor, electricity, space, etc. necessary to enable the provisioning of inmate communication services. Accordingly, ICS shall pay to County \$.02 per minute of charged communication services and County shall be responsible for tracking its applicable costs and verifying same if necessary.

Additionally, ICS shall pay to County a Commission of 48% of any service fees collected with respect to Tablet Entertainment Streaming and Email/Text/Photo Sharing services.

Commencing with the first full month following implementation of the Tablet-based Services, and pro-rated for any partial Term years, the foregoing compensation to County is subject to a Minimum Annual Guarantee of \$480,000 (the "**MAG**"). Within thirty (30) days following the end of each Term year, ICS shall reconcile the sum of the allowable cost reimbursement and Commissions on Tablet-based services against the MAG and promptly pay any shortfall to County.

From: [Gerard MacCrossan](#)
To: [Lamendola, Susan](#)
Cc: [Bobby Pounds](#); [Vidal, Kelly](#); [Hensley, Eric](#); [Gutierrez, Jessie](#); info@naspovaluepoint.org
Subject: [External] NASPO ValuePoint PA request — Inmate Calling Solutions, LLC DBA ICSolutions and Montgomery County, Texas (Master Agreement No. 99SWC-NV22-13388)
Date: Thursday, January 22, 2026 11:45:37 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of Montgomery County, Texas! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Subject: NASPO ValuePoint PA request — Inmate Calling Solutions, LLC DBA ICSolutions and Montgomery County, Texas (Master Agreement No. 99SWC-NV22-13388)

Sent on behalf of Bobby Pounds, Director, Statewide Procurement Division

Ms. Lamendola,

This will respond to your request for permission from the Texas Comptroller's Statewide Procurement Division (SPD) for the Montgomery County, Texas, to sign a Participating Addendum in order to participate in the above-referenced NASPO contract.

The State of Texas has not signed a participating agreement for NASPO ValuePoint Master Agreement [99SWC-NV22-13388](#) (State of Nevada Cooperative Contract) with Inmate Calling Solutions, LLC DBA ICSolutions, ("the NASPO ICSolutions Contract"). SPD's authority as NASPO's primary member for the State of Texas aligns with our statutory authority to execute statewide contracts that may be used by eligible entities in accordance with state law. Montgomery County is a [current Texas SmartBuy Member](#) and is eligible to participate in Texas statewide contracts.

By way of background, for any NASPO ValuePoint contract where the State of Texas, through SPD, is participating and signing a Participating Addendum, SPD performs a careful review of the solicitation process to ensure it meets applicable procurement laws. Conversely, in cases where the State of Texas has not signed a Participating Addendum, SPD defers to any other entity eligible to participate, to determine whether the particular procurement complies with the competitive requirements of the Texas Local Government Code or other relevant laws.

As the State is not currently participating in the NASPO ICSolutions Contract, SPD has not reviewed the related solicitation and therefore I am unable to speak to the specifics. That said, SPD has not experienced any issues with the competitive procurement requirements in any of the NASPO ValuePoint contracts for which SPD has signed a Participating Addendum, so I find no reason not to authorize NASPO to accept a request from the Montgomery County, Texas, to participate in the NASPO ICSolutions Contract.

I hope that gives the county attorney some assurance when he or she is doing their due diligence review. Feel free to let me know if you have any follow up questions.

Best regards,
Gerard MacCrossan

--

Gerard MacCrossan CPPO, CTCD, CTCM | Data & Technology Manager | Statewide Procurement Division (SPD)
Texas Comptroller of Public Accounts | gerard.maccrossan@cpa.texas.gov | 512-463-4468 ofc |

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From: Lamendola, Susan <Susan.Lamendola@mctx.org>
Date: Thursday, January 22, 2026 at 10:50 AM
To: Gerard MacCrossan <Gerard.MacCrossan@cpa.texas.gov>
Cc: Texas Smartbuy <txsmartbuy@cpa.texas.gov>, Vidal, Kelly <Kelly.Vidal@mctx.org>, Hensley, Eric <Eric.Hensley@mctx.org>, Gutierrez, Jessie <jessie.gutierrez@mctx.org>
Subject: FW: request approval - NASPO - ICSolutions participation agreement

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Hello Gerard MacCrossan,

Montgomery County, Texas desires to use ICSolutions NASPO contract and is requesting the Texas Comptroller's approval on page 7 of the NASPO PA.

The vendor has signed both the finalized agreement and required Texas certifications. The State of Nevada Master Agreement (NASPO source agreement) is also attached with its latest amendment. Let me know if you require additional information or if other steps are required.

Thank you,
Susan Lamendola, CPPB, NIGP-CPP
Procurement Project Manager
Montgomery County Purchasing
501 N. Thompson, Suite 405
Conroe, Texas 77301
Tel: 936-788-8384
Fax: 936-760-6976

From: [Angie Negley](#)
To: [Lamendola, Susan](#)
Cc: [Vidal, Kelly](#); [Hensley, Eric](#); [Gutierrez, Jessie](#); [Tadlock, Melanie](#)
Subject: [External] RE: FW: second request FW: Request to participate NASPO ValuePoint—Inmate Calling Solutions, LLC DBA ICSolutions and Montgomery County, Texas (Master Agreement No. 99SWC-NV22-13388) [thread::8mZGMKYfDrKZknbp8IJPaFw::]
Date: Tuesday, February 10, 2026 9:44:33 AM
Attachments: [image001.png](#)
[image003.png](#)
[image006.png](#)
[image007.png](#)

Hi Susan,

Since you have written approval from the state of Texas, you may negotiate your PA.

No, we do not require you to make it public; however, it will be public on our website.

Does that answer your questions?

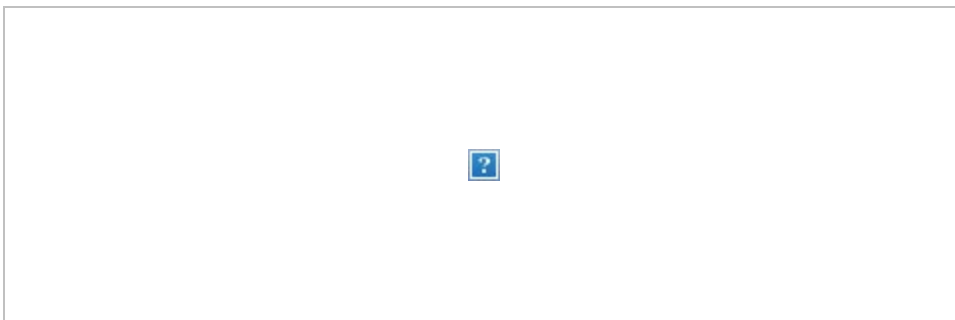
Thanks!

Angie

Angie Negley, MA, CPPO

Supplier Engagement Manager, NASPO
National Association of State Procurement Officials
110 W. Vine Street | Suite 600 | Lexington, KY 40507
(304) 427-2575 | anegley@naspo.org
www.naspo.org | www.naspovaluepoint.org

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Will we see you at the 2026 NASPO Exchange Conference? Click on the image for more information!

From: Lamendola, Susan <Susan.Lamendola@mctx.org>

Sent: Tuesday, February 10, 2026 10:10 AM

To: Angie Negley <anegley@naspo.org>

From: [Kennedy, Michael](#)
To: [Lamendola, Susan](#)
Cc: [Hensley, Eric](#); [Vidal, Kelly](#); [Gutierrez, Jessie](#); [Tadlock, Melanie](#)
Subject: [External] RE: NASPO ValuePoint PA - Montgomery County, Texas & ICSolutions
Date: Tuesday, February 10, 2026 1:39:24 PM
Attachments: [image001.png](#)

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Ms. Lamendola,

Yes, Montgomery County may treat the attached PA as a public document.

Please let me know if you have any questions.

Sincerely,

Mike Kennedy
ICSolutions
VP Sales and Marketing
251-533-0046

From: Lamendola, Susan <Susan.Lamendola@mctx.org>
Sent: Tuesday, February 10, 2026 2:22 PM
To: Kennedy, Michael <mkenedy@icsolutions.com>
Cc: Hensley, Eric <Eric.Hensley@mctx.org>; Vidal, Kelly <Kelly.Vidal@mctx.org>; Gutierrez, Jessie <jessie.gutierrez@mctx.org>; Tadlock, Melanie <melanie.tadlock@mctx.org>
Subject: NASPO ValuePoint PA - Montgomery County, Texas & ICSolutions

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Michael Kennedy,

May Montgomery County treat the attached PA as a document available for public release?
The document would be uploaded to NASPO ValuePoint website and the Montgomery County Commissioners' Court.
Feel free to contact me with any questions or concerns.

Thank you,

Susan Lamendola, CPPB, NIGP-CPP



Procurement Project Manager
Montgomery County Purchasing
501 N. Thompson, Suite 405
Conroe, Texas 77301

Attachment A

Required Certifications/Verifications by Contractor:

ICSolutions (ICS) (Name of Contractor)

- 1.1 Prohibition on Contracts with Companies Boycotting Certain Energy Companies: Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the Contractor shall promptly notify Montgomery County. *[Per 87(R) S.B. 13 effective 9/1/21]*
- 1.2 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries: Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the Contractor shall promptly notify Montgomery County. *[Per 87(R) S.B. 19 effective 9/1/21]*
- 1.3 Certification(s) Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation for all agreements.

By entering into the Agreement, Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department/agency or state department/agency. The Contractor shall include this certification requirement in all subcontracts.

Contractor also certifies by execution of the Agreement or Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor further agrees to include this certification in all agreements or contracts between itself and any subcontractors in connection with the services performed under the Agreement. Contractor also represents that it will notify the Purchasing Agent in writing immediately if it is not in compliance with Executive Order 12549 at any time during the term of the Agreement. Contractor agrees to refund Montgomery County for any payments made to Contractor that would have been properly payable or reimbursable from federal or state funds but for the fact that such payment failed to comply with Executive Order 12549.

- 1.4 Montgomery County Ethics Training: In compliance with Chapter 161 of the Texas Local Government Code, vendors must complete this training at least once per year when doing business with Montgomery County, Texas.
Any vendor involved in a single procurement exceeding \$50,000.00 must complete training on the Montgomery County Code of Ethics. This training certificate must be completed and submitted with each bid or proposal, in response to a request for qualifications or proposals, or otherwise contracting with the county. The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The Purchasing Department will confirm that each responder has completed the required training affidavit prior to considering a bid or proposal and shall disqualify

responders that have not completed the training. This training requirement does not apply to emergency purchases.

Training can be found at:

https://www.mctx.org/departments/departments_d_-_f/ethics_commission/online_training.php

1.5 Prohibition on Investment in companies that boycott Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2271
Definitions:

- (1) "Boycott Israel" has the meaning assigned by Section 808.001.
- (2) "Company" has the meaning assigned by Section 808.001.
- (3) "Governmental entity" has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Contractor represents and warrants that: it does not, and will not for the duration of the contract, boycott Israel.

1.6 Prohibition on contracting with a company doing business with Iran, Sudan, or a foreign terrorist organization

Prohibition on contracts with certain companies per Government Code 2252.151

Definitions:

- (1) "Company" has the meaning assigned by Section 806.001.
- (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.
- (4) "Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 - Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Contractor represents and warrants that: it does not, and will not for the duration of the contract, violate the aforesaid statutory provisions, to the extent such are applicable to Contractor.

Executed and certified on behalf of Contractor:

By: Michael Kennedy
_____ (Printed name and title).

CERTIFICATE *of* COURSE COMPLETION

Code of Ethics Training for Vendors and Lobbyists

I, _____, certify that I have completed the Montgomery County Code of Ethics Training course for vendors and lobbyists that satisfies the legal requirements of the Local Government Code, Section 161.

Certificate is issued effective this ____ day of _____, 202__.



NOTICE TO CERTIFICATE HOLDER: In compliance with §161 of the Texas Local Government Code, vendors and lobbyists must complete this training at least once per year when doing business with Montgomery County, Texas. Upon completion of the required training, a Lobbyist shall register annually with the Montgomery County Human Resources Department on the Lobbyist Registration Form prescribed by the Commission and receive a current Lobbyist Registration Certificate, on or before the date they engage in Lobbying activity with a County Officer or department head. All registration certificates and Certificates of Course Completions expire on December 31st of each year for Lobbyist. Vendors must submit training Certificate of Course Completion annually to the Montgomery County Ethics Committee and with any bidding submissions to the Montgomery County Purchasing Department. All form must be submitted to the Montgomery County Ethics Commission, c/o Montgomery County Human Resources Department, 501 N. Thompson, Suite 400, Conroe TX 77301, Phone (936) 539-7886, Fax (936) 788-8396 and/or to the Montgomery County Purchasing Department, 501 North Thompson, Suite 405 Conroe, Texas 77301, Phone 936-539-7980, Fax 936-760-6976.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Inmate Calling Solutions, LLC
San Antonio, TX United States

Certificate Number:
2026-1419494

Date Filed:
02/11/2026

Date Acknowledged:
02/11/2026

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Montgomery County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5700
Inmate Telephone Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



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☒ All Words

☐ Exact Phrase

e.g. 123456789, Smith Corp

"ICSolutions"

"tkc holdings"

×

×

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Excluded Entity

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TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.585.

Last updated: 05/20/24

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
23075463	BRI Supply Inc 9332 N. 95 th Way, STE B109 Scottsdale, AZ 85258	April 1, 2021	5 Years
13840598299	Cobra Food Service, LLC 9000 Heartwood Drive Fort Worth, TX 76244	May 20, 2024	2 Years 3 Months