

**CPO01936 AMENDMENT NUMBER TWO (2)**

**THIS AMENDMENT** (the "Amendment") to Contract CPO01936 for Inmate Phone Service dated January 19, 2006 by and between the undersigned parties and as amended and renewed thereafter (the "Contract"), is made by and between **PUBLIC COMMUNICATIONS SERVICES, INC**, the "Contractor", and the **STATE OF IDAHO, DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING**, as the statutory agent for the **DEPARTMENT OF CORRECTION and its BOARD OF CORRECTION**, collectively, the "State".

**WHEREAS**, pursuant to the authority provided in Section 67-5717 of the Idaho Code, the State entered into the Contract for an initial term of three (3) years.

**NOW, THEREFORE**, for valuable consideration, the State and Contractor mutually agree to amend the Contract as follows:

**1. Contractor's Response Executive Summary**

The first paragraph in the Executive Summary under the heading "THE BEST SYSTEM FOR IDAHO DOC", is changed to read as follows: "As a systems integrator, PCS is able to offer a wide variety of call processing solutions. We have worked with the Radical CATS, Securus CAM, VAC Focus 100, and other call processing platforms. For the State of Idaho, we are proposing the Inmate Calling Manager (ICM) system."

**2. Contract subsection 01.02 Purpose**

Contract subsection 01.02 remains as written with the exception of the following changes.

The first and second paragraphs of this subsection are amended to read as follows: "The purpose of this Request for Proposal (RFP) is to acquire inmate telephone service for prison facilities operated by the Idaho Department of Correction or contracted by the Idaho Department of Correction for private operation. The current privately operated facilities are the Idaho Correctional Center (ICC) and the Correctional Alternative Placement Program (CAPP) facility. The Contractor will provide collect, pre-paid collect, and debit calling telephone service for offenders housed in facilities operated by the Idaho Department of Correction or contracted by the Idaho Department of Correction for private operation.

This service is to include nine (9) existing prison facilities, one (1) CAPP facility (scheduled to open in May of 2010), and five (5) Community Work Centers (CWCs), that are covered under the present contract. All of these locations, plus any new sites constructed, acquired, or contracted for services during the term of this Contract will be equipped for service and hardware and included in the Contract."

### **3. Contract subsection 01.03.01 Background**

Contract subsection 01.03.01 remains as written with the exception of the following changes.

The first paragraph is amended to read as follows: "The Idaho Department of Correction is a state government agency controlled by a three-member board, whose members are appointed by the governor. The Department operates eight (8) institutions and contracts for the private operation of two (2) other institutions. The institutions are: Idaho Correctional Institution – Orofino (ICI-O); North Idaho Correctional Institution (NICI), Cottonwood; Idaho Maximum Security Institution (IMSI), Boise; Idaho State Correctional Institution (ISCI), Boise; South Idaho Correctional Institution (SICI), Boise; South Boise Women's Correctional Center (SBWCC), Boise, the state-owned, privately-operated Idaho Correctional Center (ICC), Boise; the privately owned and operated Correctional Alternative Placement Program (CAPP) facility, scheduled to open in May of 2010, Boise; Pocatello Women's Correctional Center (PWCC), Pocatello; and Saint Anthony Work Camp (SAWC), St. Anthony."

### **4. Contract Section 02 Functional and Technical Requirements**

Throughout section 02, in Public Communications Services, Inc.'s (PCS's) proposal, there are many references to "the PCS System". These references, and other specifications concerning the PCS system, generally imply a reference to the capabilities and functions of the currently operating Value Added Communications (VAC) phone monitoring and system control system. This system shall be replaced by PCS with the PCS Inmate Calling Manager (ICM) system or operated in tandem therewith for a 90 day period after completion of implementation in order to maintain a rolling 90 days of call recordings as required by Idaho DOC. The parties acknowledge and agree that the RFP requirements in Section 02 remain the same, and requirements and capabilities, where affected by the installation of the ICM system, shall be maintained or enhanced by the implementation of the ICM system. It is understood between the parties that the existing RFP responses by PCS referencing the PCS system or its general capabilities, and as such previously referencing the VAC system, are now to be understood as referencing the ICM system and its capabilities as specified in Attachment A, Scope of Work, and Attachment B, PCS Inmate Calling Manager User Guide. Additionally, screen shots from the VAC system in PCS's proposal responses are deleted, however, the capabilities indicated by them shall be either maintained or enhanced by the implementation of the ICM system.

PCS shall implement the ICM system, including the equipment and all its system requirements and necessary changes, at no expense to the IDOC or the State of Idaho. This implementation of the ICM system, including its equipment and system requirements, will not change the inmate phone call rates or the IDOC commission rates.

**5. Contract subsection 03.03 Training**

A new subsection 03.03.03 System Changes is hereby added to subsection 03.03, reading as follows:

"03.03.03 System Changes

If the Contractor changes its telephone system at any time during the term of the Contract, the Contractor shall provide training on its new system to institution staff and central office staff. The Contractor and the IDOC shall agree to a schedule for initial and refresher training on any new system. Trainees may be provided a certificate on completion of this training at the IDOC's request. Copies of these certificates will be sent to the appropriate facility head and to the Contract Office at the IDOC Central Office in Boise.

All training materials utilized by the Contractor must be supplied on an ongoing basis, revised, and reissued whenever changes in service or systems operation are made."

**6. Contract subsection 03.08.02 On-Site Staffing Availability**

Contract subsection 03.08.02 remains as written with the exception of the following changes.

The first paragraph of PCS's proposal response under "PCS agrees and will comply" is hereby amended to read as follows: "No less than two (2) local maintenance technicians will be assigned to the State of Idaho Department of Correction for the duration of the Contract to provide local maintenance and repair for the correctional institutions. One (1) will be assigned to a specific location in the Boise area, and will be designated as the "Site Administrator". Technicians will be strategically located to ensure a four (4) hour response to any site. They will also have remote capability so that they can quickly analyze, identify, and resolve many problems within minutes of being notified."

The second paragraph, beginning "Technicians will be trained specifically...", is hereby deleted in its entirety.

**7. Contract subsection 03.08.05 Response Time**

Contract subsection 03.08.05 remains as written with the exception of the following changes.

The second and third paragraphs of PCS's proposal response under "PCS agrees and will comply" are hereby amended to read as follows: "PCS will provide local maintenance and repair for the correctional institutions for the State of Idaho. Two technicians will be assigned, and will be deployed across the state. One will be assigned to a specific location in the Boise area, and will be designated as the "Site

Administrator". These technicians will be trained and fully competent in the PCS system and related duties."

**8. Contract subsection 03.10 Contractor Qualifications**

Contract subsection 3.10 remains as written with the exception of the following changes.

The entire PCS response under (and including) the heading "VALUE-ADDED COMMUNICATIONS (VAC)" is hereby deleted.

**9. Contract subsection 03.10.05 References**

Contract subsection 03.10.05 remains as written with the exception of the following changes.

The beginning of the PCS proposal response to this subsection that reads "The proposed PCS System is manufactured by Value Added Communications (VAC) and has been installed for the following agencies" through the statement that reads "System Type: 2,000-inmate facility with two System 100s and two remote investigative offices connected via a wide area network (WAN)." is hereby deleted.

**10. Contractor's Best and Final Offer**

The Contractor's Best and Final Offer, dated December 16, 2005, remains as written with the exception of the following changes.

The Debit portion of the table in the Best and Final Offer is amended to read as follows:

Debit	Surcharge	Per Minute
Local	\$3.40	--
Intra-Lata	\$3.40	--
Inter-Lata	\$3.40	--
Interstate	\$3.40	--
International	\$5.00	\$1.00

This amendment is effective immediately upon execution by the parties.

**IN WITNESS THEREOF**, the Parties have caused this Amendment to be executed by their respective duly authorized agents.

**CONTRACTOR**

**Public Communications Services**

By:   
Tommie E. Joe, Chief Operating Officer

Date: 1/11/10

**THE STATE OF IDAHO**


**Department of Correction**

By:   
Brent D. Reinke, Director

Date: 1-15-10

**THE STATE OF IDAHO**

**Division of Purchasing  
Department of Administration**

By:   
Jason Urquhart, Purchasing Officer

Date: 1/15/10



**CPO01936 AMENDMENT NUMBER FOUR (4)**

**THIS AMENDMENT** (the "Amendment") to Contract CPO01936 for Inmate Phone Service dated May 26, 2010 by and between the undersigned parties and as amended and renewed thereafter (the "Contract"), is made by and between **PUBLIC COMMUNICATIONS SERVICES, INC**, the "Contractor", and the **STATE OF IDAHO, DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING**, as the statutory agent for the **DEPARTMENT OF CORRECTION and its BOARD OF CORRECTION**, collectively, the "State".

**WHEREAS**, pursuant to the authority provided in Section 67-5717 of the Idaho Code, the State entered into the Contract for an initial term of three (3) years, which commenced January 19, 2006, and which was renewed through January 18, 2010 by Contract Purchase Order CPO01936-01, effective November 13, 2008; and through January 18, 2011 by Contract Purchase Order CPO01936-03, effective January 23, 2010; and was extended through January 18, 2012 by Contract Purchase Order CPO01936-04, effective May 26, 2010; and

**NOW, THEREFORE**, for valuable consideration, the State and Contractor mutually agree to amend the Contract as follows:

**1. Subsection 02.03.07, CWC Telephones.**

Subsection 02.03.07, including the Contractor's proposal response, is deleted in its entirety and replaced with the following:

**"02.03.07 CWC Telephones**

"Community Work Centers (CWC) will have the same inmate phone system capabilities, features, and support services as provided in the IDOC prison facilities. However, the CWCs will have a different rate schedule for the cost of telephone calls and a different commission rate."

**2. Contractor's Best and Final Offer.**

The Contractor's Best and Final Offer, dated December 16, 2005, and as amended January 15, 2010, remains as written with the exception of the addition of the following:

"The rate schedule for phones located in CWCs will be as follows:

Debit:

Local/IntraLATA/InterLATA/Intrastate:	\$1.00/30-minute call
Interstate and Canada:	\$3.00/30-minute call

Pre-paid Collect Collect:

Local/IntraLATA/InterLATA/Intrastate:	\$3.60 (30-minute call limit), plus taxes
Interstate and Canada:	\$3.60 plus \$0.80 for each minute, plus taxes

Collect Call:  
Local/IntraLATA/InterLATA,/Intrastate: \$3.80 (30-minute call limit), plus taxes  
Interstate and Canada: \$3.80 plus \$0.85 for each minute, plus taxes"

**3. Contractor's Best and Final Offer.**

The Contractor's Best and Final Offer, dated December 16, 2005, and as amended January 15, 2010, remains as written with the exception of the addition of the following:

"CWC COMMISSIONS. For the Community Work Centers, PCS will pay commissions to the Department of Correction on all revenues generated from Debit, Pre-paid Collect, and Collect calls made from the CWC offender phones at a rate of 20%."

This amendment is effective immediately upon execution by the parties.

**IN WITNESS THEREOF**, the Parties have caused this Amendment to be executed by their respective duly authorized agents.

**CONTRACTOR**

**Public Communications Services**

By:   
Tommie E. Joe, Chief Operating Officer

Date: 11/8/10

*Paul Jennings CEO*

**THE STATE OF IDAHO**

**Department of Correction**

By:   
Brent D. Reinke, Director

Date: 12-8-2010

**THE STATE OF IDAHO**

**Division of Purchasing  
Department of Administration**

By:   
Jason Urquhart, Purchasing Officer

Date: 1/14/11