

CONTRACT FOR SUPPLIES AND/OR SERVICES

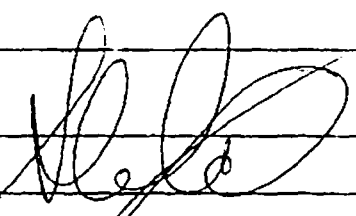
The undersigned AGENCY and VENDOR, the PARTIES to this CONTRACT, agree to perform in accordance with the provisions of this CONTRACT consisting of this page and the attachments described below.

1. **TERM OF CONTRACT:** The term of this CONTRACT and provisions for renewal and termination are as specified in this attachment.
2. **DESCRIPTION OF SUPPLIES AND SERVICES:** VENDOR shall provide the supplies and/or perform the services specified in this attachment.
3. **PRICING/COMPENSATION:** AGENCY shall pay VENDOR for the supplies and/or services contracted in accordance with the rates or prices established in this attachment.
4. **STANDARD TERMS, CONDITIONS AND CERTIFICATIONS:** Standard terms, conditions and certifications applicable to this CONTRACT are specified in this attachment.
5. **OTHER ATTACHMENTS:** Additional terms and conditions are shown in the following attachments:
 Agency Supplemental Terms and Conditions Yes X No
 Vendor Provided Additional Material and Exceptions Yes X No

In Witness whereof, AGENCY and VENDOR have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below.

VENDOR (show Company name and DBA)
McLeodUSA Public Services Inc.
 DBA CCPS - (Consolidated Communications
Public Services, Inc.)
 Signature _____
 Printed Name _____
 Title Vice President and General Manager
of CCPS Public Services, Inc.
 Address 1501 Charleston Ave
Mattoon, IL 61938
 Phone _____

AGENCY (show name) CENTRAL MANAGEMENT SERVICES

 Signature 
 Title Director Date 11-15-2002
 Date 05/13/02
 Dept. Of Central Management Services (if required)
 Signature _____
 Title _____ Date _____

FOR STATE USE ONLY	
Contract # _____	
Agency CLC _____	CMS CLC _____
Agency CFO _____	CMS CFO _____
Source Selection: IFB (including Multi-step) ___ RFP ___ RFP P&A ___ Small ___ Sole Source ___ Emergency ___ exempt from Code ___ Other (describe) _____	

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VENDOR (show Company name and DBA)
McLeodUSA Public Services Inc.

DBA CCPS – (Consolidated Communications Public Services, Inc.)

Signature _____

Printed Name _____

Title Vice President and General Manager of CCPS Public Services, Inc.

Address 1501 Charleston Ave

Mattoon, IL 61938

Phone _____ **Fax** _____

AGENCY (show name) CENTRAL MANAGEMENT SERVICES



Signature _____

Title Director **Date** 11-15-2002

Date 05/13/02

Dept. Of Central Management Services (if required) _____

Signature _____

Title _____ **Date** _____

FOR STATE USE ONLY	
Contract # _____	
Agency CLC _____	CMS CLC _____
Agency CFO _____	CMS CFO _____
Source Selection: IFB (including Multi-step) ___ RFP ___ RFP PLA ___ Small ___ Sole Source ___ Emergency ___	
Exempt from Code ___ Other (describe) _____	

CONTRACT AMENDMENT

Obligation #: _____

CMS #: TCVSO302

The undersigned Department of Central Management Services (AGENCY)
and Consolidated Communications Public Services, Inc. (VENDOR),
agree to AMEND the described CONTRACT as follows:

1. DESCRIPTION OF CONTRACT BEING AMENDED: Original Contract #: _____
Vendor #: _____

Inmate Calling Service Master Contract

2. TERMS AND CONDITIONS: This AMENDMENT is on the same terms and conditions as the CONTRACT being amended except as changed and described herein. All required certifications and disclosures have been made and are current.

3. AMENDMENT TERM: This AMENDMENT shall begin from the date of CMS execution and shall run through the term of the original contract including any renewals.

4. CHANGES FROM CONTRACT BEING AMENDED (INCLUDING COMPENSATION):

Consolidated Communications will utilize the State's existing recorders to provide services under this agreement and must upgrade these recorders so that inmate services comply fully with all specifications in this agreement.

Consolidated Communications will provide for all maintenance on both existing and new recorders at no cost to the State. Should any of the State's existing recorders require replacement during the term of this agreement, Consolidated Communications will provide replacement recorders at no cost to the State. New recorders will be the property of Consolidated Communications.

All existing recorders owned by the State will remain property of the State. When any of the State's equipment is removed, Consolidated Communications shall promptly notify the State and return the equipment to the CMS Telecommunications warehouse located at 116 W. Washington, Springfield, IL 62701.

All sites must be converted by February 1, 2003.

5. COST (DESCRIBE CALCULATION AND/OR COST BASIS, IF APPLICABLE):

Consolidated Communications will provide the State with a signing bonus of \$515,926.

IN WITNESS WHEREOF, the undersigned parties have caused this AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR
Signature: _____
Printed Name: _____
Title: V.P. & G.M.
Date: 11/12/02
Address: 121 S. 17th St.
Madison, IL 61738
Phone Number: _____
Fax Number: _____

AGENCY
CENTRAL MANAGEMENT SERVICES
Signature: _____
Title: Director
Date: 11-15-2002

CENTRAL MANAGEMENT SERVICES
Signature: _____
Title: _____
Date: _____

STATE USE ONLY - Source Selection: IFB (including Multi-Step) RFP RFP/PLA Small Purchase
 Sole Source Emergency Exempt from Code Other (describe) _____
Payment Method: Payable in Advance Other (specify) _____

TERM OF CONTRACT

a. Beginning and end date of initial term.



~~The contract shall begin on July 1, 2002 through June 30, 2007.~~

The contract is effective from the date of CMS execution through June 30, 2007.

CCPS assumes the beginning of the contract will change but understands the end date of the contract will remain June 30, 2007.

b. Renewal. Except as otherwise shown, the State reserves the right to renew the contract for the same or lesser length of term as the initial term and on the same terms and conditions.

At the State's option, the contract may be renewed annually for up to five additional one-year periods.

CCPS understands the renewal options and will comply with the State of Illinois provisions.

~~Early Termination. The State reserves the right to terminate this contract without cause and without penalty or further payment being required upon 30 days prior written notice. Upon exercise of this right, AGENCY shall pay VENDOR for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.~~



CCPS understands that the State of Illinois will negotiate a mutually acceptable termination clause for the initial term as stated in Addendum 3. The State agrees to pay for any services provided and expenses incurred up to the time of termination.

d. Milestones/Deliverables.

The successful Vendor must agree to provide the Service and pay the stated commissions for the initial term, except that the commission rates may be increased by the Vendor at any time during the initial term and/or any renewal terms upon approval by CMS.



Equipment and service must be installed and operational within 180 days of contract execution or as later negotiated by CMS by February 1, 2003.

CCPS agrees to provide the Services and pay the stated commissions for the initial term of the contract. CCPS also agrees to install and begin commencement of the service within the negotiated timeframe agreed between the State of Illinois and CCPS.



*In the event that the Contract is terminated in its entirety by the State without cause during the initial term, the State agrees to pay Consolidated Communications \$100 per line per month for the remainder of the initial contract term. The State reserves the right to close, downsize, or add sites without penalty for the duration of the Contract and any renewal terms.

DESCRIPTION OF SUPPLIES AND SERVICES

1. **Need for Supplies and Services.**

The Illinois Department of Corrections (DOC) operates thirty adult correctional centers, eight juvenile centers, twelve adult transition centers, and thirteen work camps located throughout the State. About forty thousand inmates are housed within these facilities. One of the many services which must be provided to these inmates is the ability to make telephone calls to family, friends, and legal counsel. This inmate collect calling control service is provided by telecommunications vendors with no charge to the State. Currently this inmate service is provided under contract by four vendors. This proposal combines the 44 locations under the existing contracts into one all inclusive statewide contract. These locations, along with the number of existing telephones, are identified in Attachment A.

CCPS understands that the enclosed 44 sites will be combined together under one contract between the State of Illinois and their choice of Vendor. The contract will be to provide collect calling control service to the inmates incarcerated with the 44 facilities referenced in this proposal. CCPS will provide the inmate collect calling services between the inmates and their family, friends, or legal counsel at no cost to the State of Illinois.

For the purposes of this RFP, the term Inmate Collect Calling Control Service (hereinafter referred to as "Inmate Phone Service" or "Service") is used to broadly describe a control and management system which allows correctional institution management to control telephone calling patterns and usage by individual inmates, telephone instruments for use by the inmates, and local and long distance collect telephone calling service. Commissions on collect calls made by inmates are a fixed percentage of total gross revenues and are paid to the State of Illinois.

CCPS will provide the Inmate Collect Calling Control Service to the inmates and provide a fixed percentage commission of total gross revenues. These revenues will be paid to the State of Illinois.

2. **Agency's Goal.**

The purpose of this RFP is to establish a full service Contract with a single experienced provider of inmate collect call services to replace all existing equipment, install new equipment and service on an as-needed, if-needed basis, and for the payment of commissions based on gross billings for calls made using the Services.

CCPS will provide all services necessary to allow the inmate to place collect calls. CCPS will replace, install and maintain equipment on an as-needed basis. CCPS will process the calls and pay the State of Illinois a fixed percentage commission of the total gross revenue.

3. **Scope of Work**

The following explains in general terms the services required by the State.

- 3.1 The Vendor will provide, install, own, and maintain telephone equipment, an Inmate Collect Calling Control System, and local and long distance telephone calling operator services in correctional institutions as described in this RFP.

CCPS will install, provide, own, and maintain all telephone equipment, processing equipment, and automated operator services for the inmate institutions.

- 3.2 It is understood and the Vendors hereby agree that they will be solely responsible for everything necessary to provide the Service unless specifically excluded elsewhere in this RFP. It is the responsibility of the Vendor to verify the completeness of all components of the Service proposed, and any additional equipment, material, or services required for its installation, operation, or maintenance will be provided by the Vendor without claim for payment or reduction in commissions; it being understood that a complete statewide operating Service is required.

CCPS understands and will provide all equipment necessary to provide the Services at our CCPS' cost. Any services excluded from this provision would be noted within the State of Illinois RFP language.

- 3.3 The Service will provide a means for managing the calling patterns of Inmates, tracing abuse and harassment calls to the originator, and restricting calls to specific locations and telephone numbers through an Inmate Personal Identification Number (IPIN) system.

CCPS will provide the tools to supply the State of Illinois the means to manage calling patterns of Inmates, abusive use of phones, and PIN restrictions based on the State's requirements.

- 3.4 The Vendor will be responsible for billing and collecting all calls made using the Service at rates and charges which are reasonable and customary, without any special administrative surcharges of any kind, at rates not to exceed those charged for an identical call carried by the Local Exchange Company (for Local and IntraLATA calls), or AT&T (for InterLATA calls). For this purpose, rates include both usage and surcharges. The Vendor will be responsible for all non-collectable and non-billable calls.

CCPS will provide all billing and collecting of revenue for the Service at no cost. The rates will not exceed the SBC Ameritech for local and intralata calls or AT&T for interlata calls for the same type of services. CCPS's rates have been provided in the Appendix E.

- 3.5 The Vendor will provide and coordinate all Local Exchange Company services associated with providing the contracted Service, including ordering, administration, installation coordination, maintenance, and making payment for same.

CCPS will contact all necessary parties to provide the Services including ordering, administration, installation coordination, maintenance and rendering payments. Currently all sites have sufficient cabling to provide the inmate services as described within this RFP as stated in Addendum #3, Inmate Collect Calling Vendor Questions, question 12.

- 3.6 The Vendor will pay commissions based on all calls completed using the Inmate service on a monthly basis, to include reports indicating usage, revenues, and commissions due.

CCPS will pay a monthly commission based on gross revenue and provide monthly reports to support the commission payment.

- 3.7 Vendor must provide a Site Administrator for collection of data to input into the IPIN system daily or as required by the Warden and to provide technical assistance/repair for all equipment.

CCPS will continue to provide the same exceptional Site Administration service that we currently provide to sites under contract. Our technicians will work with each site to determine the on-site necessity for repair and technical problems. CCPS will continue to work with each warden or administrator to determine the best overall solution for both parties concerned.

- 3.8 The Vendor will provide training and needs analysis to administer and manage the Service, as described in this RFP.

CCPS will provide the training needs as required by each individual site.

- 3.9 The Vendor will provide all maintenance for all software it provides for operation, administration, and management of the Service. In the event of a failure, it will be the Vendor's responsibility to isolate the trouble to the software or state-provided equipment.

CCPS will provide maintenance and troubleshooting for any software owned and operated by CCPS. Any downtime will be CCPS's responsibility to trouble shoot and determine where the problem lies.

~~3.10 The vendor must assume the maintenance of the in place Eventide recorders and monitoring equipment at each site at no cost to the State.~~

Per Addendum # 3 section 3.10 has been deleted.

3.10.1 The vendor must provide recorders and monitors at each site equal to or better than the recorders/monitors presently installed. The vendor will install and assume maintenance of any recording/monitoring equipment at no cost to the State.

As refereed in addendum #4, CCPS understands the States desire to improve the recording and monitoring capabilities. Eventide has available it's next generation technology which CCPS has evaluated and would deploy. CCPS recognizes Eventide recording system as the leader in the inmate industry today. We have listed CCPS' experience and justification for the continued use of Eventide recording system with CCPS's proprietary central office based service approach.

- Reliability, we have used Eventide for more than 3 years with no service failures on inmate call processing or recording.
- With the replacement of tape drives, no information has been lost due to the logger design to record on the hard disk and second tape drive simultaneously.
- Proven to be reliable, hard disks have never gone bad in any of the recorders although if one would fail it would still record and archive to the tape and/or DVD-RAMS.
- No lost recordings because of the back-up unit design. An entire sites recordings could only be lost in the rare case of both a main and back-up power loss.
- Recording, monitoring and/or downloading are accessible from the logger and the PC. The PC accessibility is for a more user-friendly access.
- If the PC falters it would have no affect on the loggers as they continue to record. Accessibility to the recordings would take place via the logger until the PC was replaced.
- Eventide's (Archive Review) software can be loaded on a stand alone PC. This gives each site or warden accessibility to replay archived recordings without ever being connected to actual Eventide logger. There is no need to be networked to the loggers.
- Current systems in the field can be upgraded to search calls via ANI # and PIN # and networked for office investigation and call retrieval reconciliation.
- While other vendors log their recordings on the PC's hard disk and archive to other means by setting a time of day downloading schedule automatically, Eventide records the calls on its logger system that is separate from the PC. If the server, PC, hard disk or operating program fails for CPE based vendors, calls being made have the possibility of completing without being recorded. If the CPE based recording loggers were centrally located and the server, PC, hard disk or its operating programs failed multiple sites could be affected.

CCPS platform design provides for the best and most reliable solution for the State's inmate recording needs. Our operating history proves this design enhances the call monitoring process. CCPS will upgrade all sites to the next generation software that will allow the user to search by ANI and PIN.

CCPS wants to reiterate our fears of a centralized recording solution of unproven systems could adversely effect the recording capability of the State of Illinois calls. The risk is to large to try an unproven solution on such important data.

CCPS is committed to work with Eventide to improve the recording and/or monitoring capabilities of their system. Together with the State of Illinois we believe we can support any solution that the State comes up with. Our past history of flexibility with the State speaks for itself.

- 3.11 Minimum mandatory requirements shown in this RFP are for service to replace Inmate telephones and local/long distance calling that are currently in place at existing locations, for the installation of the Service at new locations, and for any growth or expansion at existing locations. Select institution personnel will be trained and allowed access through a personal computer terminal.

CCPS understands and will comply with the requirements to replace and maintain equipment in all existing sites as well as additional new sites or expansion at existing sites.

3.12 DEFINITION OF TERMS

"State" refers to the State of Illinois.

"Correctional institution" refers to the Illinois Department of Corrections (DOC) and its subordinate correctional institutions.

"Vendor" refers to persons or firms submitting a Proposal in response to this RFP and/or persons or firms who are awarded a contract resulting from this RFP.

"Service" refers to the integrated whole of all components provided by the Vendor in response to this RFP, and may consist of, but not necessarily be limited to, the following: all hardware and software components; all telephone sets and ancillary or peripheral equipment provided by the Vendor; all wire, cable, and supporting and connecting devices (except as noted elsewhere in this document); and the local and long distance inmate collect calling service.

"Days" refer to calendar days, unless otherwise specifically stated.

"Inmate" refers to a law offender in the custody of the Department of Corrections, assigned to either a secure institution or a work camp for purposes of this RFP.

CCPS understands the terms defined in section 3.12.

3.12 CURRENT INVENTORY

- 3.12.1 An inventory of locations with installed Inmate telephones included in this RFP is provided in APPENDIX A. The inventory is included to provide Vendors with an understanding of the magnitude of this RFP and the Scope of Service required. The Vendor will be expected to provide Service at DOC institutions by deploying new equipment, replacing existing equipment, and adding stations as needed. Any equipment: Inmate Phones; jacks; and other equipment, must meet or exceed the mandatory requirements of the RFP.

CCPS understands the Inventory of locations provided in Attachments, as Attachment A and revised as Attachment A-1. This Attachment was included in Addendum 2 and a copy is behind the Attachment tab. CCPS will provide the services as described above with equipment that meets or exceeds the mandatory requirements of this RFP. CCPS will be responsible for campus wiring from the DMARC to the individual stations.

- 3.12.2 At some institutions, there may be insufficient Inmate Service installed to meet the needs of the institution and/or Inmate calling requirements. The Vendor will be expected to assist the State in identifying this need and propose the installation of additional Inmate Service; however, the final decision to install additional Service will be at the sole discretion of the State. Institutions are customarily equipped with one Inmate station for every ten 10 Inmates. This reference to station quantities is provided as an

estimate only, and will not obligate the State to order any minimum unit quantities or dollar values amounts. Nor will any such reference serve to establish any maximum unit quantity or dollar value of equipment which the Vendor is required to furnish.

CCPS will assist the State in determining additional needs for Service and to provide the additional hardware and software at no cost to the State.

- 3.12.3 The State also may add additional service to the contract at new or existing correctional institutions as necessary to meet the needs of DOC at any time during the initial term or any renewal period. For new institution locations, an estimated Inmate population, and the DOC estimate of the number of Inmate telephones required will be provided, using the above one station per ten Inmates estimate. The Vendor will be expected to provide Inmate Service at new institutions as they are activated.

CCPS will provide additional Service to new sites added to the State during any time of the initial agreement or any renewal period.

4. MANDATORY SPECIFICATIONS FOR INMATE TELEPHONE SERVICES

This section contains mandatory requirements. At a minimum the vendor must indicate that they understand and comply with each subsection. However, where additional information is required, vendor must provide a plain language response including any necessary attachments. Failure to do so may result in rejection of your proposal.

CCPS understands that Section 4 is mandatory and has answered all questions. No exceptions have been provided.

4.1 SYSTEMS AND OPERATIONAL REQUIREMENTS.

- 4.1.1 Inmate System. The primary intent of the Service is to establish management of Inmate telephone privileges as an effective management tool for the Department of Corrections. This Service must support an Inmate Personal Identification Number (IPIN) System and interface to an IBM-compatible token ring Local Area Network (LAN) running under Novell Netware, network operating system software. Each Inmate will be permitted a specified list of telephone numbers which he/she can call. These permitted numbers must be definable and controlled for each Inmate by the institution management. This control will allow the institution to establish an incentive program of telephone privileges for Inmates. The Inmate Service will be administered by a site administrator via a personal computer terminal on site at each institution.

Currently our system will be a central office based system as directed within the Instruction section of this RFP, section 1.36 e. All positions will be connected using an Ethernet LAN running under UNIX. CCPS is unclear of the requirements of the interface to an IBM-compatible token ring Local Area Network (LAN) running under Novell Netware. In Addendum #3, inmate collect calling vendor questions, question 19, it states no to the question if this was connecting all the facility stations together for common inmate call processing information could be shared. CCPS would be available to discuss the IDOC requirements for this application.

- 4.1.2 Equipment. All equipment and hardware installed will be new and suitable for the Corrections environment. No equipment of any type is acceptable if serial numbers or any other manufacturer's identifying labels or marks have been removed, obliterated, or changed in any way.

CCPS will install new and/or refurbished (as noted in Addendum 4, Inmate Collect Calling Vendor Questions – Round 2, question 1), equipment and hardware suitable for an inmate environment.

- 4.1.3 Telephone Instruments. All telephone instruments will be dumb, "gorilla" type telephones suitable for use in a corrections environment. The industry terms "dumb" and "gorilla" mean that the instruments will be tamperproof and consist of steel encased housings and shockproof keypads. All handsets will be of heavy-duty construction with no removable parts. The handset cord will be armored with a stainless steel lanyard. All phone instruments will be waterproof and fireproof and have key-locked mountings to the wall. All phone instruments will be line powered.

CCPS will provide telephones suitable to the inmate services environment. They will be tamperproof, steel encased, shockproof pads, non-removable handset parts, armored cord, key-locked mountings and line powered.

Vendor's Proposal will explain in detail the equipment being proposed and will discuss the security features of the equipment, including Vendor's experience with repair. Include illustrations.

CCPS will provide the Quadrum Telecom 6Q Prison Phone.

Features:

- **Stainless Steel exterior**
- **Armor Dial Keypad with 1/8" thick steel plate**
- **Off-hook microswitch hookswitch activation**
- **One piece switch hook with moisture seal gasket**
- **Enable/Disable Keypad strap**
- **4 Security Screws**
- **Transmitter Sidetone Reduction Feature with 3 Levels**
- **Volume Control**

Please see Appendix A for specification sheet and collateral.

4.1.4 Recorder/Monitoring Equipment

4.1.4.1 Existing Sites:

~~The Vendor must assume responsibility for maintaining existing call monitoring and recording equipment at each site under this contract. The Vendor must provide additional recorders at these sites at no cost if required by the State. Vendor will assume all costs of installation and wiring associated with this equipment.~~

Per Addendum # 3 Section 4.1.4.1 has been changed to the verbiage below.

The Vendor must assume responsibility for installing and maintaining recording and call monitoring equipment at no cost to the State at each site under this contract and each new site added under this contract. Vendor must provide additional recorders at these sites at no cost if required by the State. Vendor will assume all costs of installation and wiring associated with this equipment.

CCPS will maintain all existing Eventide call monitoring and recording equipment and install new Eventide recorders at the remaining sites during the term of this contract at no cost to the State.

~~The Vendor shall replace any or all of the call monitoring and recording equipment as required during the term of this contract at no cost to the State.~~

Per Addendum # 3 Section 4.1.4.1 has been changed to the verbiage below.

The Vendor shall replace any or all of the recording and call monitoring equipment as required during the term of this contract at no cost to the State.

CCPS will replace and maintain the call monitoring and recording equipment for the term of the contract at no cost to the State.

4.1.4.1.A Recorders must be capable of simultaneously recording all lines in the inmate call system with playback equipment and terminal device to be located in the Internal Affairs office at each site or as otherwise specified by DOC. This equipment will be used to generate reports from information collected by the inmate call processing equipment.

CCPS will provide Eventide recorders that will simultaneously record all lines in the inmate system with playback equipment to be located at the DOC specifications. Reports can be generated from the call records generated by the Inmate Calling System.

4.1.4.1.B Monitoring equipment, instruments, and all status indicators will be provided by vendor. There will be approximately 3 monitoring stations per site and one station should be located in each Internal Affairs office. The State reserves the right to increase or decrease the number of monitoring stations as needed.

CCPS will provide the number of workstations necessary to provide the DOC with the capability to monitor as needed. CCPS understands that the State reserves the right to increase or decrease this total.

4.1.4.1.C The vendor must assume all costs of the equipment, installation and maintenance.

CCPS understands that the State is not responsible for any cost associated to the equipment, installation and/or maintenance of the Inmate Calling System. CCPS will bare all costs.

4.1.4.1.D The vendor shall replace any or all of the call monitoring and recording equipment as required during the term of this contract at no cost to the State.

CCPS understands the replacement of all call monitoring equipment as required during the term of the contract will be at CCPS's sole expense.

4.1.4.2 New Sites:

~~The Vendor must assume responsibility for providing and maintaining call monitoring and recording equipment at each new site added under this contract. The equipment must include a multi-channel quality digital recorder manufactured by Eventide or equivalent approved by DOC with software customized to DOC requirements.~~

Per Addendum # 3 Section 4.1.4.2 has been changed to the verbiage below.

This equipment must include a multi-channel quality digital recorder or equivalent approved by DOC with software customized to IDOC requirements listed herein. The recorders must provide the ability to search for calls by date, time, channel of the recorder, and/or IPIN number. The recording system will permit retrieval at the institution via, at minimum, Inmate PIN (the existing alphanumeric Inmate ID numbers may be used as the Inmate Calling System identifiers), date/time of call, and dialed number. This equipment will be used to generate reports from information collected by the inmate call processing equipment. At a minimum, the recording system will store up to six months' recording available on hard disk or other acceptable medium, i.e. CD, on-line, etc.

CCPS will utilize the Eventide digital recorders on the existing sites and install new Eventide digital recorders at sites not currently possessing recorders. The State will access call records by date, time, channel of recorder, PIN and called number.

CCPS currently maintains the call recordings on the logger database for 1-3 months depending on the volume of calls generated at the particular site. The calls are recorded simultaneously on the tape/DVD drive and the hard drive therefore if the hard drive crashes or one of the dual tape drives crashes there is a back-up. We have three chances to record the call. Currently the sites we provide recording to are archiving the call records anywhere from 1 year to permanently.

Selective call recording will be included for all DOC institutions. The institutions will be able to record (both sides of conversation) one or all lines on an as-needed basis. Playback and terminal device will be located in the Internal Affairs office at each site or as otherwise specified by IDOC.

CCPS will provide selective call recording for all IDOC institutions. Both sides of the conversation will be recorded on one or all lines as needed. CCPS will provide the administrative terminal at each site. The location of the administrated terminal will be determined by the IDOC.

The system must be capable of providing unmonitored or unrecorded attorney calls with vendor verification of Attorney or Legal telephone numbers.

Currently CCPS records all calls including attorney calls and some of the sites have curbed fraud in progress. An example is when an inmate calls into the law office and speaks to the receptionists and then is transferred to another department and they in turn three way the customer out to an outside line.

CCPS and Eventide is in the final stages of testing to place the attorney numbers into our database then scan each number as it is dialed. If the number dialed is on the attorney list, the DMS 250 switch will not send out the call supervision tone and will, therefore, not activate the recording mechanisms in the Eventide recording.

4.1.4.2.A Recorders must be capable of simultaneously recording all lines in the inmate call system with playback equipment and terminal device to be located in the Internal Affairs office at each site or as otherwise specified by DOC. This equipment will be used to generate reports from information collected by the inmate call processing equipment.

CCPS will provide Eventide recorders that will simultaneously record all lines in the inmate system with playback equipment to be located at the IDOC specifications. Reports can be generated from the call records generated by the Inmate Calling System.

~~4.1.4.2.B Monitoring equipment, instruments, and all status indicators will be provided by vendor. There will be approximately 3 monitoring stations per site and one station should be located in each Internal Affairs office. The State reserves the right to increase or decrease the number of monitoring stations as needed.~~

Per Addendum # 3 Section 4.1.4.2.B has been deleted.

4.1.4.3 Monitoring equipment, instruments, and all status indicators will be provided by Vendor at no cost to the State. There will be approximately 3 monitoring stations per site and one station should be located in each Internal Affairs office. The State reserves the right to increase or decrease the number of monitoring stations as needed.

CCPS will provide all equipment necessary to monitor and/or record inmate conversations at no cost to the State. CCPS will provide monitoring stations as required by each individual site. CCPS understands approximately 3 monitoring stations per site are required and the State reserves the right to increase or decrease this number of stations.

Service will be installed such that IDOC management will be able to monitor Inmate calls (both sides of conversation), on a real time basis, placed from one or more Inmate telephone(s) or other telephones utilizing the institution's call control system. Proposals will describe how this feature can be activated and deactivated by IDOC management.

CCPS will provide the number of workstations necessary to provide the IDOC with the capability to monitor as needed. CCPS understands that the State reserves the right to increase or decrease this total.

~~4.1.4.2.C The vendor must assume all costs of the equipment, installation and maintenance.~~

Per Addendum # 3 Section 4.1.4.2.C has been deleted.

4.1.4.4 Vendors must propose a solution which will provide IDOC upgraded technology to record, archive and retrieve inmate call data. At a minimum, any solution must provide IDOC the ability to network sites so that access can be attained remotely. Vendor should thoroughly explain their solution and must provide a complete list of management reports and capabilities with your response.

CCPS understands that the State is not responsible for any cost associated to the equipment, installation and/or maintenance of the Inmate Calling System. CCPS will be utilizing the Eventide recorders, which will allow the following:

Network Access Software

A versatile method of operating and monitoring the VR320 over an existing or dedicated Ethernet LAN. Full access to multiple units by multiple users is available with an array of features that include the ability to grant or deny access (on a channel-by-channel basis) to the internal hard disk; archive drives, or live audio. Various ".wav" file recording options are available that allow the customer to recreate events, edit existing files to remove unwanted audio or noise, and create a comprehensive local library of communications stored in standard PC format. Available alone or as a complete, integrated package.

Easy Intranet/Internet Access

A standard feature in all VR320s shipped after Y2K is the ability to access the logging recorder over an existing Ethernet network. Add the logger to your existing network by using the front panel controls to enter a TCP/IP address. Then access the logger using either the Netscape or Internet Explorer web browser by "book marking" the TCP/IP address the same way you would type a URL address of your favorite web site.

PC Remote Software

Eventide's remote access software controls the logger using an RS232/RS485 interface. The software may be used to recreate events by compiling .wav files, monitor live or archived communications through the computer sound card, and optionally call the logging recorder from any touch-tone telephone. Available alone or as a complete, integrated PC package.

Call Records Database

Standard in all VR320 units, the Call Records Database can be accessed from the front panel of the logging recorder, from a PC over a network connection, or from a stand-alone PC equipped with ArchiveReview™ software. A call list is automatically compiled with the voice recording. Call data includes time, date, duration, DTMF or CLID data, channel descriptor, and channel number. Custom applications can be accommodated if additional data is needed (such as PIN numbers or other user-identification). To make searching and sorting through communications fast and easy, Eventide stores each record on the hard disk and medium in the order it was received. A few quick clicks and the operator can

recreate events, compile comprehensive call records, find specific users, create usage reports, sort, search, play, and edit.

ArchiveReview™ Software – a new way to play archives

With ArchiveReview, the original archive medium recorded on an Eventide VR320 can be played on a standalone PC that has a SCSI DVD-RAM or DAT drive. Neither a physical connection to the logger nor converting the data to a .wav file is necessary. Complete access to all archived communications, including the Call Records Database, is available. A simple, intuitive user interface makes ArchiveReview easy-to-use by incorporating familiar controls for play back of up to 24 channels simultaneously and providing multiple rewind and fast-forward speeds. Back and Next buttons also help to sort through the data with ease. The interface windows can be expanded to fill an entire computer screen—ideal for viewing in a public setting such as a courtroom—or minimized to allow simultaneous operation of the computer for other tasks. An optional foot control is available for users who wish to transcribe communications into a word processor while listening to the original archive.

Current reports offered for call detail:

- **Message by property**
- **Preliminary Property Report**
- **Calls by Date / Time**
- **PIN Number Detail**
- **Calls by Trunk Line**
- **Called Number Detail**
- **Frequently Called Number**
- **Frequently Used PIN Numbers**
- **Inmate PIN Summary Listing**
- **Inmate PIN Detail Listing**
- **Calls to Employees**
- **Hot Numbers**
- **Long Duration Calls by Duration**
- **Inmate PIN Allowed List**
- **Inmate Allowed List Delete Function**

CCPS has the ability to generate other reports if required by the IDOC. CCPS will continue to work together with the IDOC to customize reports to the IDOC's needs. Please refer to tab marked Appendix C for copies of the above mentioned reports.

~~4.1.4.2.D The vendor shall replace any or all of the call monitoring and recording equipment as required during the term of this contract at no cost to the State.~~

Per Addendum # 3 Section 4.1.4.2.D has been deleted.

4.1.4.5 The existing recorders will remain in place for a minimum of three months for IDOC to retrieve past recordings and for a minimum of twelve months at Stateville, Menard, and Logan facilities, or as requested by IDOC. The State will assume responsibility for the maintenance of the Eventide recorders until they are removed. The Vendor shall remove existing Eventide recorders as requested by DOC and ship recorders back to the State warehouse located in Springfield at no cost to the State.

As stated in addendum #4, The State prefers that the vendor replace the existing recorders with newer technology. The State will use the Eventide recorders to access archived data.

CCPS understands the preference of the State to replace the current Eventide recorders with newer technology, however CCPS has decided to continue using the Eventide recorders. As stated in statement 3.10.1 we feel that the Eventide recording equipment is

the leader in the industry today. CCPS will assume responsibility for the maintenance of the Eventide recorders currently being utilized as well as the maintenance for the new Eventide recorders to be installed.

- 4.1.5 Quantities. The number of Inmate telephones to be installed at each existing State Institution will be initially based on APPENDIX A. These quantities may vary over the term of the Contract based on usage and service requirements, and on additional locations established by the State. (The State makes no guarantees in regard to future institutions or capacities). Institutions are customarily equipped with one Inmate station for every 10 Inmates. Vendor must acknowledge in writing their capability and willingness to provide this ratio of service.

CCPS understands the number of phones referenced in APPENDIX A, Attachment A-1. CCPS agrees to the number of phones listed in Attachment A-1 and would discuss the necessity for additional phones with each institution.

- 4.1.6 FCC Registered. All equipment interfacing with the public telephone network will be FCC registered. Vendors will be prepared to provide FCC registration information upon request by the State.

All CCPS equipment interfacing with the public telephone network will be FCC registered. We will comply with registration information upon request by the State.

- 4.1.7 Handicap Requirements. Telephones and ancillary items necessary to meet Federal, State, and Local Government Handicap and Americans with Disabilities Act (ADA) requirements and their implementing rules and regulations will be installed by the Vendor, as required by the State.

CCPS understands and will comply with the ADA requirements.

TDD installation: Vendor must provide two Telecommunication's Devices for the Deaf (TDDs) with printers at each facility. The State reserves the right to require other TDD instruments if and when the need should arise. Vendor must provide network lines to support each TDD at no cost to the State.

CCPS will provide the TDD phones with printers to the State at no cost for the equipment, installation, or monthly line charge.

- 4.1.8 Power, Space and Environmental Requirements. Equipment other than the telephone instruments and the administration and management terminal will, wherever possible, be installed in the existing telephone room at the institution. Proposals will include floor plans and space, power, and environmental requirements for a typical installation of the Service. If multiple configurations (e.g. based on number of Inmate telephones supported) are necessary, provide this information for each configuration. The State will provide power (if required), terminated in a conventional three-prong grounded duplex electrical wall outlet. Special outlets and/or connectors must be specified by the vendor and furnished and installed by the State.

One rack has dimensions of 21 inches wide by 84 inches high by 15 inches deep. This site has 3 racks next to each other making it @ 63 inches wide combined and currently holds 12 circuits. The left rack holds our cross-connection blocks and back-up batteries. The middle rack holds 2 channel banks consisting of 96 circuits, one being a CDR circuit and an uninterruptible power supply. The 3rd rack holds another channel bank 16 circuits out of 48 being utilized so you could easily add 32 phones to this bank. You could also add another channel bank to this rack and have another 48 phones making an add-on total of 80 phones.

More space is needed during the installation to work freely and have better access to the area. After the install, we would require only a foot or two on both sides of the racks to be able to access for troubleshooting purposes. Some smaller sites we could possibly mount the system on a wall in a cabinet that would be hinged and swing away from the wall to gain access to the backside. Possibly, a 4-foot by 4-foot area would be required.

Our system operates on 48 volts of D.C. current. We need an outlet of 115 volts of A.C. current. We would prefer this outlet to be on its own dedicated circuit breaker. We convert the A.C.

voltage to D.C. voltage through an uninterruptible power supply. The power supply has back-up batteries attached to it to support the system in case of a power outage. The batteries would maintain for approximately 2 to 4 hours.

Please see Appendix A for pictures of the rack mounted equipment.

- 4.1.9 Safety Standards. The Vendor will comply with or exceed all pertinent safety standards for the installation, operation, and maintenance of the service (e.g. Occupational Safety and Health Administration (OSHA), American National Standards Institute (ANSI), National Electric Code (NEC), National Electric Safety Code (NESC), federal, state, and local codes and standards).

CCPS will comply with all safety standards for installation, operation, and maintenance of the service.

- 4.1.10 Hardware and Software. All hardware and software required for the operation of the Service will be provided and installed at no cost to the State. The Vendor will provide, at no cost to the State, all necessary future upgrades to both hardware and software. Maintenance and installation of both hardware and software as well as upgrades will be the responsibility of the Vendor. All provided hardware and software will be used by the State royalty-free throughout the term of the Contract and will not be deactivated or removed until subsequently supplanted by a new contract vendor and other hardware/software, or removed without the express consent of State. Inmate data entered into this software will remain the property of State. An additional copy of all vendor-installed software and all supporting documentation and upgrades will be provided at no additional charge to the State during the term of the Contract.

CCPS will provide all hardware, software and upgrades as needed at no cost to the State including both installation and maintenance of such hardware and software. CCPS will not move the inmate equipment until supplanted by a new contract vendor. Any inmate data will remain property of the State.

Any software or hardware provided for the Control, Administration and Management of the Inmate System must be provided in quantities appropriate for statewide operation of the Service, and provide for local administration of Inmate PIN numbers and adding, deleting and changing telephone numbers.

CCPS will provide the appropriate number of software and/or hardware for statewide operation of the Service and provide for local administration of Inmate PIN numbers and adding, deleting and changing telephone numbers.

4.2 TECHNICAL REQUIREMENTS.

- 4.2.1 ~~Call Recording. Selective call recording will be included for all DOC institutions. The institution will be able to record (both sides of conversation) one or all lines on an as desired basis. The recording system will permit retrieval at the institution via, at minimum, Inmate PIN (the existing alphanumeric Inmate ID numbers may be used as the Inmate Calling System identifiers), date/time of call, and dialed number. At a minimum, the recording system will store up to six months' recording available on hard disk.~~

~~The system must be capable of providing unmonitored or unrecorded attorney calls, with vendor verification of Attorney or Legal telephone numbers.~~

This section was deleted per Addendum #3.

- 4.2.2 ~~Call Monitoring. Service will be installed such that DOC management will be able to monitor Inmate calls (both sides of conversation), on a real time basis, placed from one or more Inmate telephones or other telephones utilizing the institution's call control system. The Vendor will be responsible for providing the call monitoring equipment. Proposals will describe how this feature can be activated and deactivated by DOC management.~~

This section was deleted per Addendum #3.

- 4.2.3 3rd Party Detection: Vendor's Service will be able to detect a hookswitch flash by the called party (e.g. as for a call transfer) and will immediately disconnect the call should one be detected. A recording or other notification will be given to the calling party as to why the call was disconnected and the call detail record will be annotated accordingly. Vendor's Proposal must state what notification method is used.

The notification will be in the form of a message such as: "Due to a 3-way call attempt, this call will be terminated now". The call will be terminated and the CDR record on the 3-way call detector will be created with the information required for the DOC personnel to review. The CDR will be sent to the AS400 via a real time socket connection and fed to the INMATE system. The AS/400 INMATE system will provide on-line screen access to this data. CDR information will include Site, Calling number, Called number, PIN, Date, Time. Lookup criteria and/or ranges will be available on all fields.

- 4.2.4 Fraudulent Call Transfer Protection. The Service will provide a means of preventing fraudulent call transfers by the called party, other than by hookswitch detection as described in the subsection above. Vendor will describe the system in detail to include a description of how the calling and called parties are notified of the fraudulent transfer, and how the call detail record is annotated.

Call transfer is defined as the calling party to flash hook and extend the call to another telephone number per Addendum #3. CCPS's DMS250 switch detects when a switchhook is flashed and the three way call detector will disconnect the call.

- 4.2.5 Call Blocking. The Service must allow the called party the capability of blocking unwanted calls at their instrument's keypad.

- 1) Customer will be given a message with the option to block future calls from the calling inmate by depressing or dialing a single digit at the time the collect call is rejected. The customer can still receive calls from other inmates at that same site or at a different site.
- 2) If the customer depresses the appropriate digit, the system will record this information in the Inmate allowed number file as disallowed
- 3) If customer decides to accept future calls from this particular inmate, the customer will request the CCPS Customer Support personnel to 'allow' the inmate to place calls to their number.

- 4.2.6 Operator Services. The State requires the use of automated operator platforms. They must comply with State requirements whether the call is local, intrastate, or interstate. Automated Operator Services must be available seven (7) days per week, twenty-four (24) hours per day. No live operator service will be permitted.

CCPS provides full automation operator services and can determine the jurisdiction of the call. Jurisdictional boundaries include local, intralata, intrastate and interstate. CCPS's automated services are available 7 days a week, 24 hours per day, 365 days a year. The availability to the live operator is blocked based on scripting of the automated trunks. The scripting is dependent upon the originating trunk group of the correctional institution. All of the State's originating trunk groups are loaded into the automation platform and the scripting allows only automation. If the inmate would try to "0" out for a live operator the automation platform will not allow the "0" key to be dialed. The "0" key is disabled and the call will not be transferred to the operator.

Proposals will describe how they identify calls as coming from a correctional institution, and how control over inmate toll abuse, third party billing abuse, and credit card fraud are handled.

Individual telephone sets at each facility are connected to a specific time slot on a dedicated T-1 that terminates at the CCPS DMS250 switch. Each individual time slot is classified as an inmate line and routed to the call processing equipment. The automation system houses software that allows only collect calls and further restricts the calls to a pre-selected list of telephone numbers.

An important factor in using the T-1 interface versus a PIC'd line is that the inmate telephone sets are not connected to the public switched network prior to reaching our network. With this type of interface we have complete control of the calls originating from the inmate telephones. With the automated call processing equipment, there is no opportunity to place calls using any other billing methods, specifically station paid, third party, calling card or credit card.

For any calls handed off to an IXC, CLEC or ILEC, the automated Operator Services platform must pass the appropriate restriction code to that carrier's services, enabling that operator center to recognize the restriction code as designating a correctional institution/inmate phone call. Further, call splitting by the operator to isolate the calling party from the called party during call setup is required.

CCPS will handle all calls internally. We do not hand any calls off to another IXC, CLEC, or ILEC.

Vendor will provide automated operator services in both the English and Spanish languages.

CCPS provides automated operator service in both English and Spanish.

- 4.2.7 Announcement of Inmate Calls. DOC requires that Inmate collect calls be announced as being from a correctional institution. The announcement must include the specific name of the Inmate and the name of the correctional institution. The announcement of the Inmate's name may be performed by an automated system or by the Inmate. Positive call acceptance by the called party will be required.

CCPS will provide an announcement once the called party answers the line. An example of the brand could be, This is a collect call from the Decatur Adult Correctional Center, inmate Susan, will you pay for the call?

If Inmate voice announcement is allowed, Vendor will state the length of time or "window" available for the Inmate to state his/her name. DOC considers four seconds to be sufficient time. The call-connection process will take no longer than sixty seconds. Describe any safeguards available to prevent passage of information prior to call acceptance and describe how system operates. Include error rates for functionality.

Currently CCPS provides 3 seconds for the recording of the inmate name. This length field is modifiable; CCPS will work with the IDOC to reach an acceptable length for recording.

With the 3-second time frame we believe the availability to pass messages is minimal, however we are investigating an enhancement to pre-record inmate names which will prevent the passing of information through the name recording part of the call process.

The pre-recorded name would be tied to their PIN number for later retrieval and play when they attempt to call. This would be a coordinated effort with the IDOC and CCPS. The inmates name would be recorded with the first call they attempted then used for all future calls. If the system cannot find the pre-recorded name then it will prompt the inmate for their name as it does today and recorded again for future use.

A clean call from start to finish with no mistakes in pin, caller acceptance, caller rate quote not selected and first time acceptance by voice or keypad will take approximately 35 to 50 seconds. This is due to all the screening and messages that are built into the system for clarity. Call connection can take up to 50 seconds if all the messages are played to completion and the called party requests a rate quote for the call and listens to the complete rate quote messages. All warnings and error messages add time to the entire call connection.

The functionality error rate currently for call processing, PIN insertion, call acceptance and voice recording is 2 to 10 percent. This error rate varies from day to day. During a typical day the error rate can be 2 to 5 percent and another day with the same call volume can run from 5 to 10.

The standard errors are as follows:

- Incorrect PIN
- Call acceptance by called party not pressing correct key to accept
- Call acceptance not saying "Yes, I accept" loud enough or clear enough
- Call acceptance by a new called party not listening to the branding message stating, "This is an automated operator," and the called party starts talking and does not understand they must state "Yes I accept" or key the appropriate number to accept.
- Entering numbers not on inmates "allowed" list

This error rate is based on our Communication System Analyst's observations of the call preparation and flow when checking the system during routine maintenance checks. Call traces are also analyzed during different time windows of the day. The main areas of errors lie in the inmate entering a number not on their "allowed" list and entering the wrong PIN number.

- 4.2.8 Incomplete Inmate Calls. DOC requires that a message be provided to the calling Inmate for all incomplete collect calls. The message must include a reason for all calls not completed to the called telephone number, (charges refused, line busy, called number blocked by called party or local carrier).

CCPS has various recordings that are played to the inmate for incomplete collect calls. Please review the below recordings:

- Toll limit
"The number you have called has reached their established monthly toll limit. The called number will be blocked until the first day of the following month."
- Called party blocked by called party
"The number you have called has requested not to accept collect calls from the correctional facilities."
- Toll limit – needing credit info or prepayment
"The called party has accepted a large amount of calls in a very short period of time. The number will be blocked until credit information can be provided or a prepayment made to their local telephone company. The called party should call 1-800-235-4416. Thank you."
- No Billing name and address
"We were unable to obtain a name and address from the called party on this phone number. The called party should call 1-800-235-4416 Thank you."
- Called party blocked by LEC
"The number you have called has an unpaid telephone bill with their local telephone company. The called party should pay their outstanding balance then call 1-800-235-4416. Thank you."
- Called party blocked by CCPS
"The number you have called has an unpaid telephone bill with CCPS. The called party should call 1-800-235-4416 regarding their outstanding bill."
- Incorrect Billing name and address
"We were unable to obtain a correct name and address from the called party for billing purposes on this number. The called party should call 1-800-235-4416. Thank you."
- Incorrect Social Security number
"We were unable to obtain a correct Social Security Number from the called party. The called party should call 1-800-235-4416. Thank you."

- **Non-payment**
"The number you have called has been blocked from receiving collect calls due to non-payment."
- **No billing agreement**
"The number you have called has been blocked from receiving collect calls. We do not have a billing agreement with the local Telephone Company. The called party should call 1-800-235-4416. Thank you."
- **No activity**
"The number you have called has been blocked from receiving collect calls due to no activity for the last 3 months."

- 4.2.9 **Number of Calls per Connection.** Inmate telephones must be limited to one call per connection. Upon completion of dialing, the telephone hookswitch and dial pad must be disabled or otherwise restricted to control pulse or DTMF dialing and to prevent obtaining dial tone or bong tone via hookswitch operation or other method. Proposals will describe the control features, which will insure that access is limited to one call per connection. Vendors must provide a plain-language response to this subsection in their proposals.

Upon completion of a call placed by an inmate through the automated system, there is no dial tone returned to the telephone set until the set has been placed back in an "on-hook" condition. Once dial tone is returned to the telephone set, a new call will process through the call processing system that will class the call as collect.

- 4.2.10 **Local and Long Distance Service.** The Vendor will provide the capability for Inmates to make collect-only local, IntraLATA, and InterLATA calls from Inmate telephones. Vendor must be able to complete calls to all locations in the 50 United States and all telephone companies in North America. The State reserves the right to approve a primary long-distance carrier. Vendor must provide the name of the carrier within its proposal and agree in writing to this provision.

CCPS will provide only collect calls for local, intralata, interlata, and interstate calls. CCPS has the ability to place calls to all telephone companies throughout North America. CCPS will be the long distance carrier for all the traffic.

4.3 **MANAGEMENT AND SYSTEM ADMINISTRATION.**

- 4.3.1 **Administration and Management System.** The Vendor must provide an Administration and Management System for use by DOC. Proposals will include an explanation of how System Administration and Management is conducted, to include a description of the human-machine interface (e.g. descriptions of menus provided, method of use, etc.). The Proposal must include a description of the hardware and software proposed by the Vendor to perform this function, and it must meet the requirements of subsection 4.1.

The Administration and Management system will consist of a workstation located at the facility and connected to the AS/400 system located in Mattoon. The software will be a menu-based system allowing the user to choose a variety of reports.

The workstation will consist of a PC running Windows 2000 or Windows NT. Connection to the AS-400 will be done using IBM Client Access software.

Connectivity to the Mattoon Data Center will occur using a Local Area Network internal to each facility. The LAN will connect via a dedicated circuit to Mattoon. CCPS will assume all costs for the connectivity to the Mattoon Data Center.

Please refer to Appendix C for Menu screens and associated reports.

The Administration and Management System proposed must provide the following minimum functional capabilities; Proposals must explain and relate how the implementation of these capabilities will allow institution management to manage Inmate calling privileges:

4.3.1.1 Management of the Inmate Calling Database must include assigning personal authorization codes to each Inmate and assigning allowed telephone numbers to each authorization code. The proposed system must permit the institution to globally add or delete one or more specific allowed phone numbers from all Inmates' allowed call list.

- Inmate number assignment is done at the Reception and Classification Center
- The IDOC downloads this information to CCPS
- CCPS takes the 5-digit number and randomly assigns a 3-digit pin number. The combination of the inmate and pin number becomes the inmates PIN number
- The PIN will be in the system within 24-48 hours of retrieving the inmate number from the IDOC
- The inmate fills out a paper copy of their requested "allowed" numbers.
- The "allowed" lists are picked up on a daily basis and entered into our database.
- The "allowed" numbers will be available to the inmate for call processing within 24-48 hours after CCPS receives the "allowed" list.

CCPS would block the number globally for the institution. CCPS allows a global addition and/or deletion of a specific number(s) from all inmates allowed call list. This is accomplished by entering into the CCPS administration system selecting the field for customer bill to. We will block the customers ANI then do a query for all the PIN according to the

4.3.1.2 DOC must be able to obtain call detail reports and recurring routine (e.g. daily, weekly, and monthly) reports of all calls made from Inmate telephones. Vendor must describe standard and custom reports, which can be obtained by the institution, how they are obtained, and how often they can be produced. Vendor must provide examples of standard reports that are available for this purpose.

Within the CCPS Investigative Management System there are several reports that can be pulled at any time. Any custom reports can be discussed between CCPS and IDOC. CCPS has been very flexible in customizing reports on behalf of the IDOC and will continue to give the same support in the future.

Please see Appendix C for report examples.

4.3.1.3 DOC must be able to obtain ad hoc reports of calls made from the institution, with the ability to sort by calling number or station identification, called number; Inmate authorization code, date and time, call duration, and other report information as required by DOC. Vendor shall describe all data elements by which these data can be sorted and provide examples of typical reports available, and how these reports are generated. Vendors must explain any other capabilities, which will assist the institution in tracing harassment and other unauthorized calls.

Current reports offered for call detail:

- **Message by property**
- **Preliminary Property Report**
- **Calls by Date / Time**
- **PIN Number Detail**
- **Calls by Trunk Line**
- **Called Number Detail**
- **Frequently Called Number**
- **Frequently Used PIN Numbers**
- **Inmate PIN Summary Listing**
- **Inmate PIN Detail Listing**
- **Calls to Employees**
- **Hot Numbers**
- **Long Duration Calls by Duration**
- **Inmate PIN Allowed List**
- **Inmate Allowed List Delete Function**

Please see Appendix C for report examples.

4.3.1.4 DOC must have the capability to obtain the following information on Inmate calls through on-line inquiry of the call detail database:

- a. Sort call records by called number and determine, on a near-real time basis, the Inmate(s) who made call(s) to that number.

CCPS provides on-line access to the call detail database and can sort the call records by called number and determine which inmate placed the call. The call records are available within 3 minutes of completion of call.

- b. Sort call records by Inmate and determine, on a near-real time basis, the numbers called and other call detail data (e.g. date and time of call), for a specified period of time.

CCPS provides on-line access to the call detail database and can sort the call records by PIN and determine the numbers called and other call detail for a specified period of time. The call records are available within 3 minutes of the completion of the call.

4.3.1.6 DOC must be able to retrieve individual call detail records, or a series of call records over a user input period of time, based on called number, in order to obtain an immediate trace on harassment calls.

CCPS provides the ability to retrieve individual call detail records, or a series of call records over a user input period of time, based on called number, in order to obtain an immediate trace on harassment calls. The call records are available three (3) minutes after termination of the call. Please see Appendix C for report examples.

- 4.3.1.7 DOC must be able to manage access to the Administration and Management System, to include assigning and changing passwords or other security codes. The Proposal must explain, in detail, the security aspects of the Service, and how unauthorized entry and changes are prevented and detected if they occur.

SECURITY PROCESS FOR INMATE SYSTEM

The First step in receiving access to the InMates System is to submit a request to the Customer Service Supervisor at CCPS for a user profile to be entered. This information is entered and a user ID and password are issued. For security purposes, the user is asked to change their password during the first session in the InMates System. The password should consist of a familiar, but not obvious word with 4-7 characters. User ID's and passwords should not be shared if possible. If a new user is added then a new User ID and password should also be added.

Once the Customer Service Supervisor at CCPS receives this information, an additional Site User's profile is entered in the InMates System. This profile will limit the user's access to individual reports. Their profile can also be set up for user access to only allow inquiry only on certain screens. In this section of the security, you may limit a user to certain menu's or reports. If for example, you had an officer who was in charge of tracking all complaints concerning blocked numbers, it would only be necessary to give him access to Menu #1, Option #14. This would allow him or her to do his or her assigned duties in the system without giving him or her access to confidential information.

If a user tries to view or print a report which he or she does not have access, the message "Secured Option" will appear next to their choice.

- 4.3.1.8 DOC must be able to download call detail records to diskette or other electronic media for backup, storage, and archiving by the institution. The System must also allow for these records to be temporarily retrieved or accessed from the backup media for reports and call tracing and other investigative purposes.

Call detail records are available on line for 90 days. This data is backed up to tape daily and retained for 90 days, so in effect there is 180 days of data either on-line or available from back ups. The backed up data can be restored upon request. The same data is placed on CCPS's FTP server for Springfield IDOC pickup on a daily basis. The data will be stored on the FTP site for one year.

- 4.3.1.9 Access to the Administration and Management System must be at no cost to the State. This specifically applies to centralized Administration and Management Systems, which must be accessed by dial-up or private line circuit. If dial-up, toll free access must be provided; if private line circuit, the Vendor will arrange for and pay for the circuit.

CCPS will provide access to the Administration and Management System at no cost to the State.

- 4.3.1.10 Access to the Administration and Management System must be from a single workstation or server screen. Menu functions must be available on a point-and-click basis to select and print administrative reports, program Inmate restrictions, program Inmate authorization codes, line restrictions and program any additions/deletions and changes to the Inmate Calling Database or restriction tables on a global or individual Inmate basis.

Access to the Administration and Management System can be accessed from an ICON on the administrative terminal. The menu functions are available through keypad selections. Changes to the Inmate Database or restriction tables can be on a global or individual Inmate basis.

- 4.3.2 Service Operation. The Inmate Service will require the use of unique authorization codes, of at least eight (8) alphanumeric digits in length. One code will be assigned to each Inmate. Each Inmate's authorization code will have associated with it a list of up to 30 telephone numbers to which calls are allowed, as specified by each Warden. These authorization codes and their associated lists of allowed telephone numbers are referred to as the Inmate Calling Database in this RFP. It will insure that Inmates are prevented from making calls to telephone numbers, which are not in the database for their authorization code. Inmate Service which uses a speed dialing process to accomplish this requirement is acceptable.

CCPS currently has a PIN number for the inmate, which is made up of the 5-digit inmate number combined with a random 3-digit pin assigned by CCPS. If a telephone number is not on the "allowed" list, the inmate will not be able to complete the call. CCPS will support up to 30 telephone numbers for each Inmate's "allowed" list.

A means of on-line management of the Inmate calling database must be provided. Each institution will control its own Inmate calling database. Changes to the database must be implemented on all Inmate telephones at each institution by the site administrator as required by each Warden.

CCPS will allow an on-line management of the inmate calling database.

- 4.3.3 Coordinated Inmate Calling Database. The Inmate calling database (the database of Inmate authorization codes and their associated allowed number lists) will be configured or coordinated in a such a manner that inmate data will be transferred from one institution to another without having the new institution retype the data into their database. The existing alphanumeric Inmate ID numbers may be used as the Inmate Calling System identifiers. Transferring a printout of the Inmate data will not meet the desired functionality. Vendor's proposal will describe in detail how the data transfer is accomplished between institutions. Vendors must provide a plain-language response to this subsection in their proposals. The database will allow an Inmate to be entered at any of the confinement sites, as required by DOC.

If an inmate moves from one facility to another facility that CCPS does provide service to, their PIN number and allowed list are transferred over to the new site. CCPS does not retype any information nor is a new PIN number assigned.

CCPS receives a download daily from the Illinois Department of Corrections in Springfield, which changes any information on that inmate including transfers. When the IDOC moves the inmate from one site to another site, all information on that inmate stays the same in our system with the download. When the inmate arrives at the new facility, he will be able to use the same PIN number and dial any of the allowed numbers he had previously on his list at the last site.

- 4.3.4 Call Data Reporting. Real-time reporting of call data to the DOC General Office in Springfield should be in ASCII format for reporting and analysis. Vendors should maintain a standard FTP site, allowing authenticated DOC users access to inmate data. DOC staff will retrieve data from the vendor's FTP sites using standard FTP protocols from a workstation. Data will be subsequently stored on DOC's dedicated server(s) or on a mainframe system for further analysis by the facility's investigators and the production of standardized reports. The call data should be maintained and remain on the vendors' FTP sites for a minimum of one year. A standardized naming convention, including the current date as part of the file name, should be employed to identify the files to be downloaded.

The IDOC call detail records file, which is provided daily, is currently stored for 60 days on CCPS's FTP site. There is adequate space (DASD) to store a year of data.

The current file naming convention is docd.CCYMMDDHHMMSS, where 'docd.' is constant and the extension represents the current date/time stamp (4 digit year, month, day, and time). The example below is the file put on the FTP server for 3/25/02 around 3:00 AM.

docd.20020325030009

- 4.3.5 Dialing Restrictions. Service will be limited solely to the placing of automated operator assisted collect calls. No other type of call will be allowed. Inmates will be restricted from making person-to-person calls, making calls using the 0-, 10XXX, 1010XXX, 950-XXXX, 1-800, and other dialing sequences to reach another carrier. They will also be restricted from placing calls to NPAs 700, 800, 888, 887 (toll free) and 900, as well as to 976 numbers, 9-1-1, and Directory Assistance (e.g. 411, 555-1212, and NPA-555-1212). Debit card accounts and any type of telephone calling cards are not allowed.

CCPS will restrict the inmate to placing only collect calls. The dialing of person to person, 0-, 10XXX, 1010XXX, 950-XXXX, 1-800, or any other avenues of reaching another carrier is restricted. CCPS also restricts the dialing of 700, 800, 888, 887, 900, 911, 411, 555-1212, and NPA 555-1212.

Currently CCPS is investigating the use of a debit system for the placing of inmate calls. The theory of operation would be as follows:

- Inmate places call using PIN
- Automation requests 1 for English, or 2 for Spanish
- Automation requests 1 for collect or 2 for debit
- Inmate chooses 2 for debit
- Called number is screened for "allowed" list
- Called number is screened for debit balance
- Call connected using same timing parameters, recording and monitoring functions, etc.
- After call completion, account balance is decremented
- If debit balance is reached prior to the end of the conversation, call will be disconnected.

- 4.3.6 Restrictions from Incoming Calls. In accordance with State rules for this Service, the telephone lines used for Inmate telephone service must be restricted to outgoing calls only.

CCPS will restrict all inmate lines to outgoing calls only. No incoming calls will be allowed to the inmate lines.

- 4.3.7 Timing Restrictions. The Service proposed will have the capability to restrict the length of calls automatically terminating the call at the expiration of the designated time. This will be a programmable variable timing restriction, which can be set individually by each institution and applied either globally (institution wide), individually (authorization code) and by groups of Inmate stations. As a minimum, the timing variable will be zero to sixty (0 to 60) minutes, in increments of five (5) minutes or less. A warning tone or announcement must be given to the caller prior to the call being terminated. DOC institutions generally impose a timing restriction of thirty minutes per call for general population and fifteen minutes for segregation.

Timing Program Outline

- A) The hierarchy for applying Timing Programs would be as follows:
- 1) An indication of 'C' grade from the daily DOC inmate feed would override any Inmate Timing Program.
 - 2) If an Inmate is not flagged as 'C' grade, then a Timing Program at the inmate level would be in effect.
 - 3) If a Timing Program is not indicated at the inmate level, then a Timing Program at the Station level based on originating ANI would be in effect.
 - 4) If a Timing Program is not indicated at the inmate/station level, then a Timing Program at the site level would be the default.
- B) The DOC would send the selected Inmate Timing Program on the daily inmate feed. This could be a two-byte field with a limit of 99 different Timing Programs.
- C) An Inmate Timing Program would be in effect until another program was sent in the daily DOC Inmate feed.
- D) A Timing Program can be made applicable to the Site, Station, or Inmate. A Timing Program will include:
- 1) The maximum length of call (number of minutes in 1 minute increments) in minutes for first, second, and third calendar month. Note: Calendar month is preferred over 30 day time frames due to administration complexity and system tracking.

- 2) A single from/to time range per day of week. In effect there could be seven different time ranges...one for each day of week. There would not be multiple time ranges for a single day. If calls are allowed anytime during a specific day of week, then values of 7:00, 22:00 would be specified. If no calls are allowed during a specific day of week, then values of 00:00, 00:00 would be specified.
- 3) A special from/to time range will be allowed on Christmas Day
- 4) The number of calls allowed would be on a per calendar month basis for first, second, and third calendar month.

An example of a typical situation:

If an inmate was incarcerated on 1/5 and was in an Inmate Timing program that allowed 5 calls in the first calendar month, 10 calls in the second calendar month, that inmate would be allowed 5 calls on his/her first day of incarceration through 1/31. On 2/1 the inmate would be allowed 10 more calls through the 2/28. If all 10 calls were made on 2/1, then the inmate would not be allowed any more calls until 3/1.

An example of an atypical situation:

If an inmate was incarcerated on 1/31 and was in an Inmate Timing program that allowed 5 calls in the first calendar month, 10 calls in the second calendar month, that inmate would be allowed 5 calls on his/her first day of incarceration. On 2/1 the inmate would be allowed 10 more calls through the 2/28.

E) Information needed in a Timing Program:

- 1) Maximum Length of Call in minutes for first month
 - 2) Maximum Length of Call in minutes for second month
 - 3) Maximum Length of Call in minutes for third month
 - 4) Sunday allowable time range (HH:MM, HH:MM)
 - 5) Monday allowable time range (HH:MM, HH:MM)
 - 6) Tuesday allowable time range (HH:MM, HH:MM)
 - 7) Wednesday allowable time range (HH:MM, HH:MM)
 - 8) Thursday allowable time range (HH:MM, HH:MM)
 - 9) Friday allowable time range (HH:MM, HH:MM)
 - 10) Christmas Day allowable time range (HH:MM, HH:MM)
 - 11) Maximum number of calls per calendar month for first month
 - 12) Maximum number of calls per calendar month for second month
 - 13) Maximum number of calls per calendar month for third month
- F) All new Timing Programs must be pre-submitted 10 business days prior to expected implementation on a Consolidated Communication Timing Program Request form.
- G) Implementations/changes of existing Station and Site Timing Programs will be requested 24 hours in advance. These requests will be made to Consolidated Communication contacts. Note: Inmate Timing Program changes could be requested on a case by case basis, but the preferred method would be through the daily DOC Inmate feed.
- H) An edit will be performed on the daily DOC Inmate feed that will determine if the program is active. If the program has not been implemented, the Timing Program will not be in effect for that particular inmate.

CCPS plays a recorded message to both parties before the termination of the call.

- 4.3.8 Time of Day Restrictions. The Service proposed will permit each institution to determine the hours of the day during which Inmates will be allowed to place calls and to enable the Service only during those hours. The Proposal will describe how this capability is implemented, to include pre-scheduling these times over an extended period and the capability to vary these times by day-of-week, by authorization code and/or location of the telephone.

Please refer to Timing Program Outline in question 4.3.7

- 4.3.9 Other Calling Restrictions. The Service proposed will have the capability to permit the institution to restrict the number of connected calls an individual Inmate is permitted to make during a variable interval of time. The system must be capable of identifying and restricting the number of inmate connected calls by IPIN during a given time period, i.e. one connected call per month, three connected calls per month, etc.

Please refer to Timing Program Outline in question 4.3.7

- 4.3.10 "C" Grade. The system must be capable of supporting inmate calling restrictions, i.e. "C" Grade (loss of telephone privileges), via access to the DOC Offender Tracking System. Vendor will access DOC offender tracking system via dial-up access daily for implementation of call restrictions.

Please refer to Timing Program Outline in question 4.3.7

- 4.3.11 Rotary Phones. Service will be provided to called parties having rotary-dial telephones.

CCPS will provide the called party to accept calls via a rotary phone. To accept the call the customer must state, " YES, I accept", there is no need to use a touch tone keypad for acceptance.

4.4 INSTALLATION, IMPLEMENTATION, TESTING AND TRAINING

- 4.4.1 Installation Standards. All equipment, wiring, and supporting equipment and hardware will be installed in accordance with accepted industry standards and applicable codes. Where special installation considerations are appropriate or required because of environmental conditions, the type of operation at the installation site, or other factors, the Vendor will take these conditions into account and provide for them.

CCPS will install all equipment, wiring and supporting equipment and hardware in accordance with the accepted industry standards and applicable codes.

- 4.4.2 Electrical Surge. Electrical surge and ground protection will be provided for all equipment, for both the power source and the telephone line. Installations will meet NEC and other pertinent codes.

CCPS understands and will comply.

- 4.4.3 Installation Compatibility. All equipment, wiring, and supporting equipment and hardware will be mounted compatible with standard telco mountings, and, for locations where existing equipment is being replaced, will be mounted equal to or better than the equipment which is being replaced.

CCPS will mount all equipment with standard telco mountings at equal or better than existing equipment if replacement is necessary.

- 4.4.4 Supporting Equipment and Hardware. The Vendor will be responsible for providing and installing pedestals, shelters, enclosures, isolation panels, mounting hardware, signage, and any other ancillary items associated with or necessary to providing the Service, at no cost to the State. In locations where Vendor's equipment will replace existing equipment, the supporting equipment and hardware will be functionally and aesthetically equal to or better than that existing. In new locations, the supporting equipment, hardware, and other items will be appropriate for the location, use, and environmental conditions at the site. DOC will have final approval on the configuration and specific supporting equipment and hardware at all locations. Any damage to State property caused by the Vendor during installation or maintenance will be repaired at the Vendor's sole expense. The Vendor will remove all debris from the installation site at least daily.

As stated in addendum #3, pedestals, shelters, enclosures, and isolation panels and required signage with the exception of instructions will be provided by the State.

- 4.4.5 Intercom Calling. Inmate telephones must be isolated or prevented from intercom calling, such that no two Inmate telephones can be connected together. This may be accomplished via wiring or programming; Proposals must describe the method used.

Inmate telephones are connected to the CCPS call processing equipment located in Mattoon, Illinois via a direct connection. Telephone facilities from Mattoon terminate to a channel bank at the correctional center. Each individual channel has a house cable pair connected directly to the telephone instrument. The switching equipment to the inmate telephones does not allow inward dialing. This prevents inmates from calling from one phone to another, as well as to an external number and back to another inmate telephone.

- 4.4.6 Hardening. All equipment that will be used by inmates will be hardened as necessary to limit malicious damage. Vendor is fully liable for all damage to its equipment. This includes all station wiring from the nearest IDF cross connect block to the station jack, the jack and the instrument. Inmate telephones will have no coin slots, and ringers must be disabled.

The equipment CCPS deploys is recommended for inmate use. CCPS will be responsible for damage to our equipment. The inmate telephones will have no coin slots and no incoming ringing will be allowed.

- 4.4.7 Cutoff Keys. Cutoff keys will be installed on all Inmate phone lines such that the institution has the capability to separately cut off Inmate phone service individually to each Inmate telephone. Cutoff keys will be arranged and labeled such that institution personnel can easily determine the location of the telephone associated with the key, and grouped by building or other logical grouping. Cutoff keys will be installed at a location agreed to by the institution management.

CCPS will provide cutoff keys at each site giving the individual institution the capability to cut off inmate phone services individually at each telephone line. CCPS will work with each site for the location of installation and the labeling sequence.

- 4.4.8 Wiring and Cabling. The vendor is responsible for installation and maintenance of any new wiring required, and maintenance of all existing interbuilding and intrabuilding premise wire and cable facilities for inmate telephones at all institutions. The Vendor may utilize existing State owned inter-building cable facilities with the approval of the State, if available.

Per Addendum #3, all phones currently have sufficient cabling to provide service and the Vendor is responsible for campus wiring from DMARC to station. CCPS will install and maintain the campus wiring from the DEMARC to the stations.

- 4.4.9 Labeling. All operating controls must be properly labeled. All cable must be properly labeled at each end and at any midpoint cross connects. All telephones will be equipped with calling instructions which explain how to make a call and must meet all applicable regulatory (e.g. FCC and ICC) and legal requirements. Content of these instructions will be customized to the location of the telephone and approved by the State.

CCPS will meet the above requirements regarding labeling of operating controls, cables and cross connects. Calling instructions will be provided customized for each site.

4.4.10 **Implementation.** The Vendor will replace existing service and install new service at DOC managed institutions. Upon execution of the contract, the Vendor will obtain approval from the State of a final implementation plan including firm schedules for each location where Service is replaced, added or newly installed. It will define the entity (the State or Vendor) responsible for the task or milestone. It will name the site project manager(s) for each location and/or geographic area in which Service is to be implemented. This Implementation Plan will be subject to approval by the State, and will be submitted no later than ten working days after award of the Contract. The State will consider, on a case by case basis, written requests for extensions of this schedule based on extenuating circumstances which are beyond the control of the Vendor.

10 days after award of the contract, CCPS will submit an implementation plan to the State for approval. Each site will be listed with the responsible party listed for each task. The State will have final approval of the plan.

All implementations will be planned and coordinated with the State and the existing Vendor so as to minimize the downtime (out of service time) of service at any location. At locations where multiple existing telephones are being replaced, installations will be phased such that a minimum number of telephones are out of service at any one time. Service will be preserved without interruption in areas of the institution where installation is not taking place. In no case will existing Service be interrupted for longer than four hours.

CCPS will work with the State for a smooth implementation with little or no downtime. Installation will be phased where multiple telephones exist and CCPS agrees to no service interruption for more than four hours.

4.4.10.1 The Vendor will convert all existing systems within one hundred eighty (180) days from the date of CMS execution.

CCPS agrees to convert all existing systems within 180 days from the date of CMS execution.

4.4.10.2 The Vendor will keep the State informed of progress and report all deviations from the planned implementation schedule. The schedule will be revised to reflect these changes and the new schedule provided to the State. The vendor will provide weekly status reports electronically to the State.

CCPS will provide a weekly status report of the implementation of each site. If any deviations from the implementation plan occur, they will be reported to the State and the plan will be revised.

4.4.10.3 The State Implementation Team will consist of CMS and DOC staff for overall project direction and program oversight. The Vendor may work directly with DOC institution management under the overall direction of the State Implementation Team, for implementation, support, and maintenance of the Service during the term of the Contract.

CCPS understands direct contact and work relationships will be with members of CMS and IDOC.

4.4.10.4 Each institution will appoint a project coordinator to work as part of the State's implementation team for that location. The institution project coordinator will coordinate all activities of the institution during installation, acceptance, operation, and maintenance of the Service at that institution, and will work closely with DOC to insure that the Vendor's responsibilities are met.

CCPS understands the role of the project coordinator.

- 4.4.10.5 The Vendor will be responsible for the data entry required to build all or part of the initial Inmate calling database, restriction tables, etc. at each institution. The completeness and accuracy of the Database will be approved by DOC, prior to cut over of any service. At all times, the State retains ownership of all data contained in the Inmate Call Control Database(s).

CCPS understands we will be responsible for the implementation of the initial Inmate Database, restriction tables, etc. at each institution and the IDOC will review for completeness and accurate data before the service is turned up. CCPS understands this information will be entered into the Inmate database will remain the property of the State of Illinois.

- 4.4.10.6 Vendor Loss or Damage. The Vendor will at all times protect and secure all its materials, supplies, and equipment during installation, support, and maintenance of the Service. Reasonable requests made of DOC to provide storage for such property may be met where feasible. The Vendor will retain ownership of all Vendor-provided materials, supplies, and equipment. The Vendor will be responsible for loss or damage to its equipment and hardware, to include malicious damage by users of the equipment and hardware, regardless of whether or not DOC provides storage space.

CCPS understands we will be responsible for the Vendor equipment at all times, however the State may provide storage if possible. All equipment, materials, supplies and equipment will remain the ownership of CCPS.

- 4.4.11 Testing and Acceptance. Testing and acceptance will take place in two phases, as described below.

CCPS understands.

- 4.4.11.1 Acceptance Tests. The Vendor will, no later than twenty (20) days after Contract Execution, submit to CMS for its approval, a list of proposed functional tests to be performed on the Service installed at each institution. The tests proposed by the Vendor must be capable of demonstrating whether or not the Service meets DOC's requirements. The State will have the right to review the tests proposed by the Vendor, and to add additional tests and requirements as it deems necessary to demonstrate whether the Service complies. The tests proposed by the Vendor, as approved, modified, and added to by the State, will constitute the "Acceptance Test".

Twenty (20) days after execution of the contract, CCPS will provide a list of functional testing to be performed. The State has the right to add additional testing if it deems it necessary. The final functional testing document including the proposed testing by CCPS and the State will become the "Acceptance Test".

- 4.4.11.2 The Vendor will notify CMS in writing once the installation at the institution has been completed and is fully operational and ready for acceptance testing. Thereafter, the DOC will coordinate the Acceptance Tests, which will be completed within 30 days from receipt of the Completion Notice. The Testing Period may be extended, at the option of the State.

CCPS will notify CMS in writing when installation is completed, fully operational and ready for acceptance testing. The IDOC will coordinate the "Acceptance Test" with CCPS within 30 days of the Completion Notice.

4.4.11.3 Once the following have been met, acceptance testing will be considered by DOC.

- a. Vendor provided equipment, software, and Service at the installation location is one hundred percent (100%) operational for thirty (30) consecutive days; and,
- b. The Service meets all specifications and minimum requirements of the Contract; and,
- c. The Vendor has completed preparation of the initial Inmate calling database, restriction tables, etc., to the satisfaction of the institution project manager; and,
- d. Changes have successfully been made to the Inmate calling database, adding new authorization codes, and changing the Inmate's list of allowed numbers, by the site administrator; and,
- e. Calling restrictions have been verified as being provided in accordance with the Contract; and,
- f. Call timing parameters have been set and tested as accurate, and the warning tone/recorded announcement functions as described in the Proposal are functional; and,
- g. Automated Operator Services have been verified as being performed in accordance with the Contract.

CCPS understands the above points a. through g. must be met before the IDOC will consider doing an "Acceptance Test".

4.4.12 Full-Time Vendor Representative. The Vendor will provide an Account Manager as a single point of contact for all coordinating, problem solving, and troubleshooting of any and all issues that may arise during the term of this Contract.

Cathy Janssen will be the single point of contact for all coordinating, problem solving, and troubleshooting for all issues during the term of this contract.

4.4.13 Training. On-site training for DOC institutional personnel to administer and manage the Service must be provided at each institution. Training schedules will be coordinated with the schedules developed per subsection 4.4.11, Testing and Acceptance. Vendors will describe the nature and content of their training program for this purpose. As a minimum, it must include hands-on instruction on the use of the Administration and Management System (subsection 4.3.1), as well as any other topics required for full understanding, administration, and operation of the Service. An Evaluation Instrument must be included in each training module. Each trainee and the institution project coordinator will be provided a complete set of operating instructions for the Administration and Management System. They will be sufficiently detailed such that an individual familiar with rudimentary PC operation can administer and manage the System using the operating instructions provided.

Ongoing training will be provided to DOC institution personnel at no cost by the Vendor at any time the software and/or operation of the Administration and Management System is changed. Revised written operating instructions will also be provided prior to the change.

CCPS will provide on-site training of all aspects of the Inmate Calling system at each individual institution. Training will be coordinated with the implementation of each site. Additional on-site training and updated training material will be provided during the contract at no cost to the state when the software and/or operation of the Administration and Management System is changed.

TRAINING AGENDA

- Inmate / PIN process
- Reports / Screens
- Blocking Codes
- Letters
- NPA/NXX Splits
- PIN Process / C-Grade
- Daily DOC Feed
- PIN Sheets
- PIN Number Feedback To Inmates
- Trouble Reports
- Customer Service 800 Number
- Technicians
- Rate Quotes
- TCP/IP Recordings
- Direct Bill Process
- User Input / Feedback
- Questions

ORDERING OF SERVICE

4.5.1 State Initiated Orders

All orders for Service and/or orders to proceed from the State to the Vendor will be in writing, issued and signed or electronically transmitted by the State. The Vendor will not install, remove, modify, or change Service at any location without this written approval.

CCPS will not install, remove, modify, or change Service at any location without written approval from the State.

4.5.2 Telco Service Ordering, Payment and Coordination

The Vendor will be solely responsible for ordering of and payment for any local or Interexchange telephone company service necessary to provide the service. The Vendor will be responsible for all coordination with the local and Interexchange telephone companies as necessary to install, operate, and maintain their service.

CCPS will be solely responsible for ordering and any payments for installation, operation and maintaining service for local or Interexchange telephone company service necessary to provide this service.

The Vendor will be solely responsible for the integration and compatibility of the service with any and all circuits and facilities as may be provided by the local telephone company and/or carriers. The Vendor will coordinate removal of Inmate telephones with current providers at locations at which it is installing replacement service. It is the intent that the State receive no billing from any provider of ancillary or supporting service which is associated with the provision of the service.

CCPS will be compatible with the carriers who provide service for us. CCPS will coordinate with the incumbent provider for removal of all telephones and the service, which is provided for that purpose. CCPS will be responsible for all costs associated with the new installation of service and services going forward.

4.6 **SERVICE AND ONGOING SUPPORT.**

- 4.6.1 **Vendor Service Center.** The vendor must provide and maintain a 24 hours per day, seven days per week, a toll free telephone number to receive assistance calls from DOC maintenance and inmate call recipients and for trouble reporting. Vendors will describe how they will provide this telephone assistance, level of staffing at this facility, and how the requirement for coverage will be met.

CCPS has a highly experienced and knowledgeable staff dedicated to providing customer assistance and trouble reporting. A toll free number is provided to both the Illinois Department of Corrections and inmate call recipients with 24 hours a day, 7 days a week staffing. Management employees are accessible 24 by 7 to respond to and remedy any emergency situations.

- 4.6.2 **Vendor Information Letter:** Vendor shall initiate an information letter to each recipient of inmate calling upon entry of authorized telephone numbers into the IPIN collect call system. This information should include the 800 number established by Vendor to receive user general service and billing information. Vendor shall provide a sample letter with its proposal.

CCPS provides the Vendor Information Letter to each recipient of inmate calling. Please see Appendix C for a copy of the current letter we send today.

- 4.6.3 **Backup Service.** Proposals must provide a backup plan in the event the Inmate Calling and Control Service and/or the Administration and Management System fails, which guarantees some Service restricted to collect only calls. Proposals will describe how this backup Service will be provided during outages.

CCPS provides several types of redundancy to eliminate a total outage in the case of network issues.

- Multiple DS1s for larger sites
- Multiple FX lines for smaller sites
- Multiple Channel Banks at the Mattoon centralized location
- Multiple automated call processing equipment
- Dual database servers

In the case of a total automation outage, CCPS would route the traffic from the automated positions to the live operators for generic collect only call processing. This would only be in an emergency situation because we would not have the capability and restrictions of the automated system.

- 4.6.4 **Maintenance.** The Vendor will maintain the telephones and supporting equipment and hardware in good working order and clean condition. Inoperative or damaged items will be repaired or replaced as required below. The Vendor will satisfactorily perform all other work necessary for their efficient use and operation, or as customarily performed in connection therewith. All maintenance personnel must maintain certification from the equipment manufacturer for the term of the Contract. The Vendor will provide escalation procedures, names, and telephone numbers, within twenty (20) days after award of the Contract.

CCPS will maintain the telephones and supporting equipment in good working order; damaged items will be repaired or replaced. All maintenance personnel will maintain certification during the term of the contract. CCPS will provide an escalation list within twenty (20) days after the award of the contract.

- 4.6.4.1 Maintenance Expense. The Service will be fully maintained by the Vendor, to include circuits, hardware, software, and all other components. Any and all repairs will be performed at the Vendor's sole expense during the term of the Contract and any renewals, to include any charges by the LEC for fault isolation to the Vendor's equipment.

CCPS will be solely responsible for maintaining the circuits, hardware, software and all other components.

- 4.6.4.2 Major Outages. The Vendor must respond within two hours of notification of any major outage. A major outage is defined as a failure of twenty-five percent (25%) or more of the stations at any single location, all stations in one Inmate living area, building, cellblock or pod, to include call processing; any disruption to the call restriction capabilities; or any loss or impairment of the ability of the institution personnel to administer and manage the Service. Failure includes loss or malfunction of software required for proper operation of the service and/or loss of service from the local exchange carrier or Interexchange carrier. Major outage also includes any outage, impairment, or degradation of service which the DOC deems critical, for whatever reason.

CCPS understands and agrees to respond to any major outage within two (2) hours of notification. CCPS understands the States definition of a major outage as described above.

In the event that the contractor fails to provide maintenance services for a major failure (emergency) to a particular DOC facility within two hours of time trouble condition reported, contractor agrees to pay liquidated damages of \$200 per incident.

CCPS understands if response is not within two (2) hours of a major outage the State will impose a fee of \$200.00 per incident.

- 4.6.4.3 Minor Outages. The Vendor must respond within twenty-four (24) hours of notification of any minor outage. A minor outage is defined as a failure which is not designated as a major outage. Minor outages extending greater than thirty (30) clock hours will automatically upgrade to a major outage.

CCPS understands and agrees to respond to any major outage within twenty-four (24) hours of notification. CCPS understands the States definition of a minor outage as described above.

In the event that the contractor fails to provide maintenance services for a minor failure to a particular DOC facility within 24 hours of time trouble condition reported, contractor agrees to pay liquidated damages of \$100 per incident.

CCPS understands and agrees to respond to any minor outage within twenty-four (24) hours of notification. CCPS understands the States definition of a minor outage as described above.

- 4.6.4.4 Software Maintenance. The Vendor will provide all maintenance for all software it provides for operation, administration, and management of the Service. In the event of a failure, it will be the Vendor's responsibility to isolate the trouble to the software or state-provided equipment.

CCPS will provide all maintenance for all software it provides for operation, administration, and management of the Service.

4.6.4.5 Trouble-Call Records. The Vendor will maintain records of all trouble calls, to include the telephone number or other unit identification and location of the service, the date and time reported, the maintenance action taken, and the date and time restored. The Vendor will maintain these records in a central location for the term of the Contract, and for at least twelve (12) months after its expiration, and will make them available for review by the State at its request. A monthly summary maintenance report will be provided to the State by the 10th of each month for the prior month's service. The monthly summary will include, as a minimum, the telephone number or other unit identification, date and time reported, the date and time restored to service, the total time out of service (hours and tenths), the reason for outage, and repair action taken. The Vendor will prepare quarterly reports on phone maintenance problems and outages.

CCPS will keep a record of all trouble calls as described above for a period of twelve (12) months after expiration of the term of the contract. The records will be available for review by the State. CCPS will provide a monthly and quarterly summary of the trouble reports as described above.

4.6.5 Remote Maintenance and Administration. The Vendor will be able to perform remote maintenance and administration of the proposed Service.

CCPS will provide remote maintenance and administration of the inmate services.

4.7 CALL ACCOUNTABILITY, BILLING AND COMMISSIONS.

4.7.1 ~~Call Charges and Billing. Call charges, including per call surcharges and per minute or portion of a minute charges, will not exceed those tariffed by the Local Exchange Company (for Local and IntraLATA calls), or by AT&T (for InterLATA and Interstate) for an identical call. Calls will be rated based on distance (V&H mileage from point of origination to point of termination regardless of the actual routing of the call), time of day, day of week/holiday, and other factors used by the above carriers. The Vendor will have full liability to the caller and billed party for the accuracy of all charges for calls made using the Inmate Service. The Vendor will define actual rates to be charged, including notification of any changes. Vendor must advise the State in writing to no less than 30 days prior to making any changes involving inmate call rates, inmate/user call announcements or feature changes.~~

Per Addendum #3 the verbiage in Section 4.7.1 has been replaced with the verbiage below.

Call Charges and Billing. Call charges, including per call surcharges and per minute or portion of a minute charges, will not exceed those tariffed by SBC Ameritech (for Local and IntraLATA calls) and by AT&T (for InterLATA and Interstate) for an identical call, based on rates as of February 22, 2002.

CCPS will not exceed SBC for local and IntraLATA calls or AT&T for InterLATA and interstate calls.

Vendor may propose postalized rates for all calls not to exceed the above rates or may rate calls based on time-of-day, day-of-week/holiday and distance (V&H mileage from point of origination to point of termination regardless of the actual routing of the call) used by the above carriers. The Vendor must submit and will define actual rates to be charged. All rates submitted will be fixed as of the date of RFP issuance February 22, 2002 for the length of the contract term, including renewals. The Vendor will have full liability to the caller and billed party for the accuracy of all charges for calls made using the Inmate Service.

CCPS has submitted the tariffs for local, IntraLATA, InterLATA and interstate calls. Please refer to Appendix E for a copy of all rates.

- 4.7.2 Calls, which are not completed, will not be billed. Proposals must describe the Vendor's method of determining when the call is answered and when they begin billing.

CCPS marks the call as answered after we see hardware answer supervision from the terminating end of the call, however billing does not occur until we get hardware answer supervision, and then we get a positive customer acceptance response.

- 4.7.3 Proposals will describe Vendor's billing system, including how billed parties are credited for incorrectly dialed calls and disputed billing charges, and how eligibility for credits is determined. For this purpose, the billing system is defined as the method by which the Provider bills the called party.

Customer Adjustments

When a customer calls in regarding a cutoff, wrong number or disputing charges on their phone bills, we investigate the questioned call and determine whether the customer should receive credit on their bill. On cutoffs, we normally fill out a trouble report and have the technician pull that call and determine whether it was really cut off or if the inmate hung up. If it was a cutoff, CCPS will adjust (SEE Appendix C for a copy of this form) their telephone bill for the amount of the surcharge plus tax for the call or calls. Usually if a customer calls in stating they did accept a call, which did turn out to be a wrong number, CCPS is able to determine that by the length of the call. These calls are usually less than 2-3 minutes long. CCPS will also send in that call on the form listed above. If a customer calls in disputing charges, CCPS normally investigate all aspects of that call to determine whether they should really receive credit. After investigation, CCPS will let the customer know that either adjustment of the call will transpire or the call will sustain. If they refuse to pay for that call or calls, CCPS will block their line.

- 4.7.4 The called party will be able to obtain call cost information, prior to accepting a collect call. The call cost must be quoted on a "first minute" and "each additional" minute basis or a fixed, uniform per-minute basis.

CCPS currently provides rate quotes based on first minute and each additional minute.

- 4.7.5 **Commissions and Reports.** The commission rates for Inmate Service, proposed in Section 10, Pricing, will be a function of all calls completed using the Service, both usage and surcharges. The commission rates will represent the fixed percentages of total revenues generated by the Service that the Vendor will pay to the State. Commission rates which are based only on usage or revenues exceeding certain minimum thresholds, or which are based on collected (versus billed) revenues, are not acceptable. Likewise, commission rates which are based on the State assuming any costs, or assuming ownership, liability or responsibility for any components of the Service, are not acceptable. The Vendor will assume all liability for fraud, billing, and collections. A commission rate which is based on adding surcharges or other costs to the billed party above those tariffed by the Local Operating Company and AT&T is not acceptable.

CCPS will pay commissions based on completed calls combining both usage and surcharge. Commissions will be based on a fixed percentage as described in the Pricing envelope. Commissions are based on gross revenue. Fraud, billing and collections are the responsibility of CCPS.

- ~~4.7.5.1 The Vendor must be able to provide commission payments and reports as described below. Commission payments will be deposited no later than sixty (60) days following the previous month's service. CMS will provide, and the Vendor will comply with, specific payment instructions after Contract execution.~~

Per Addendum #1 Section 4.7.5.1 has been changed to the below verblage.

Vendor must provide commissions to the Department of Central Management Services, Communications Revolving Fund payable from the effective date of the contract and received by the State within 60 days following each 30-day billing cycle. In addition, vendor may be directed by CMS to pay a portion of the commissions directly to the Department of Corrections. The amount of the commission paid shall be based on gross billings from the system.

CCPS will provide the commissions (based on gross revenue) to Central Management Services Revolving Fund and/or Illinois Department of Corrections within 60 days following each 30 day billing cycle.

- 4.7.5.2 Commissions will be paid on all Inmate calls carried by the Vendor during and after Testing and Acceptance. Commissions paid under this provision will in no way constitute acceptance of the Service, which will occur in accordance with subsection 4.4.11.1 of this RFP.

CCPS will pay commissions to the State during and after testing and Acceptance but understands this does not constitute an agreement of acceptance of service until the "Acceptance Testing" has occurred.

- 4.7.6 Usage, Revenue, Commission Reports and Payments. The Vendor must provide flexible, hierarchical reports capability for the reporting of usage, revenues, and commissions. Minimum data elements which must be included for all such reports and broken down by call type are as follows: Location and Telephone Number(s) or other unique identification of each telephone station; and Minutes of Use, Number of Calls, Usage Revenue, Surcharges, and Commissions Due. Detailed usage data must be reported on each telephone number (ANI). Sample reports using typical formats and data must be submitted with the Proposal. Reports must be sufficiently comprehensive to enable external auditors to verify that all traffic, called party charges, and commissions are consistent with the requirements of this RFP.

CCPS understands the requirements for the commission reports and will comply. Please see Appendix C for a copy of the current commission reports and paperwork sent to the State.

- 4.7.6.1 The hierarchical reports structure must allow the grouping of data by stations, by location, by subgroups and groups of locations, individually and at a summary level for selected time periods. At a minimum the time periods must be monthly, quarterly and annually.

CCPS can provide grouping of data for commissions by stations via the Messages by Property Report; by location via Preliminary Property Report, by subgroups, groups of locations, individually and at a summary level for selected period of times would be on a requested report.

- 4.7.6.2 Proposals must include a detailed description of the reporting system's ability to provide flexible and comprehensive reports and include sample reports, and will state the number of hierarchical levels which are available in the proposed reports system.

Please refer to Appendix C for a copy of reports.

- 4.7.6.3 With regard to commissions due, the reports capability must allow for different commission rates to be used in the calculation and payment process. The commission amount shown on the report(s) provided to CMS must be that which is paid to them.

CCPS has the ability for different commission rates to be used in the calculation and payment process. CCPS assures the State what appears on the commission report will be the commission paid.

- 4.7.6.4 One copy of reports of the Inmate Phone Services will be mailed to the designated CMS contact at the time of commission payments.

CCPS will mail one copy of the commission reports to CMS at the time of payment.

- 4.7.6.5 If the Vendor fails to submit commission payments within the time specified in subsection above, it is understood that the Vendor will pay late fees at the rate of 1% of the total commission payment per month that commissions are past due and unrebated. Notwithstanding the foregoing, failure to pay commissions on time is a material breach and existence of the late payment provision shall not be a bar to declaring the Vendor in breach.

CCPS understands that if we fail to submit payment within the specified timeframe of 60 days following the 30 day billing cycle that CCPS will be responsible for late fees at a rate of 1% of the total commission payment per month.

5. DESIRABLE INMATE SERVICES

This section contains desirable requirements and will be awarded technical points. The Vendor will not be disqualified if desired entities are not offered.

- 5.1 Vendor must provide a Site Administrator for collection of data to input into the IPIN system daily at each site or as required by the Wardens as indicated in Mandatory Section 4.1.1. It is the State's intent that the Site Administrator will also provide assistance for technical and/or maintenance problems for all System equipment. Considering that the assignment and entry of new IPINs must be completed within 48 hours of new Inmate arrivals or as required by each facility, the Vendor should include detailed information on how the initial IPIN assignments and ongoing changes will be accomplished. Vendor's response will be evaluated as part of the award.

CCPS will provide a Site Administrator to collect IPINs on a daily basis. Currently CCPS inputs the "Allowed" numbers into the system and the inmate has access to place calls within 24-48 hours after pick-up of PIN list.

- Inmate number assignment is done at the Reception and Classification Center
- The IDOC downloads this information to CCPS
- CCPS takes the 5-digit number and randomly assigns a 3-digit pin number. The combination of the inmate and pin number becomes the inmates PIN number
- The PIN will be in the system within 24-48 hours of retrieving the inmate number from the IDOC
- The inmate fills out a paper copy of their requested "allowed" numbers.
- The "allowed" lists are picked up on a daily basis and entered into our database.
- The "allowed" numbers will be available to the inmate for call processing within 24-48 hours after CCPS receives the "allowed" list.

- 5.2 Maintenance Plan. Vendor may include, as part of its proposal, a preventative maintenance plan which would provide a thorough description of how the vendor will maintain these systems in accordance or in excess of the requirements of the contract to minimize downtime at each site.

Each facility has an assigned technician. The technician makes daily visits as required by the site for preventative maintenance. CCPS has a 24-hour a day, 7 days a week message service to answer any trouble reporting that might occur. All trouble will be responded to within a 2-hour timeframe.

- 5.3 DOC would like access to a national directory listing database incorporated in the call processing procedure. The data should include the names and addresses of published, unlisted, and non-published telephone numbers. All costs associated with this service, if any, should be disclosed in the vendor's pricing proposal in Section 10 and will be factored in the pricing evaluation, as part of the award.

CCPS will give the IDOC access to the National Directory Assistance database via the web site. We will assign a user ID and password specifically for the IDOC.

Desktop Directory Assistance

The corporate Directory Assistance database access application is designed to offer companies a direct user-friendly connection to nationwide telephone company directory assistance data. The corporate application is intended to be easily accessible and securely accessed by users anywhere, anytime and via any web browser. The product represents an advance over existing products by using software already resident on the majority of desktops, a web browser. The customer is able to login and have access to the database in just four easy steps.

Once logged in the user may perform a variety of searches including searches for a residential telephone listing, a business or government listing, a telephone number search (CNA), or the premium search 'search on address'. Powerful search strategies are supported using wildcards, aliases, and geographic expansion. Expandable searches can include adjacent communities, entire area codes, entire states, or even the entire country.

In addition to access to LSSi's National Directory Assistance database, customers may initiate searches by business category and query "yellow pages" data in LSSi's enhanced services database. Customers can search a business by such headings as bridal or pizza.

- 5.4 A central office based or an off-site central location system is preferred for additional security, durability, quick repair, and efficient call validation. Vendor must describe in detail their proposed solution.

CCPS provides a central office based solution. Our inmate call processing system is located in Mattoon, Illinois with access to the individual correctional institutions via DS1s. CCPS currently provides this type of service to the State of Illinois for all sites currently serving.

CCPS believes this is the optimal solution with diagnosis available from our central office. We have a 24-hour a day manned site for trouble shooting and access via dial-up from each technician's home.

6. Qualifications of Vendor and/or Vendor's staff (or others who would perform)

Vendor employees or agents must be trained and experienced in performing the type of work specified and must have any required licenses.

CCPS employees are trained and possess the knowledge in performing the work to install and maintain the Inmate Collect Calling system.

All individuals who enter correctional facilities to provide maintenance, installation, or training are subject to a complete background check, which includes drug testing. All employees/sub-contractors of the vendor must comply with the laws of the State of Illinois and the regulations of the Department of Corrections while in a correctional facility.

CCPS employees have had background checks performed and will comply with the laws of the State of Illinois and the regulations of the IDOC.

At the State's option, any additional locations, new facilities including DOC agencies and existing and other agency facilities may be incorporated into this contract.

CCPS agrees to add additional facilities including additional locations and/or new facilities.

6.1 Account Team Organization

The Vendor must describe the organization and physical location of the account team that will be committed to the State for the term of this agreement. The Vendor must include a complete top-down description of the account team, including areas of responsibility and/or expected levels of involvement. The vendor must also include contact numbers (business, pager and/or cell phone).

CCPS's account team has a combined experience of 200+ years. Their knowledge and experience in providing, maintaining, and working with Inmate Collect Calling systems is second to none. Please refer to Appendix B for a flowchart of the account team as well as complete details of individual experience.

6.2 Resumes

The Vendor should include the resumes of all key Account Team personnel detailing experience and expertise within their fields.

CCPS has provided the account resumes in Appendix B.

6.3 References

The vendor must provide the State with a minimum of 5 references for projects of equivalent size and scope (at least 2 references should be for State-operated facilities). References should include the company name, contact name, address, phone number, and e-mail address. Vendor should describe in general terms the size and scope of the project.

CCPS has provided the required 5 references in the tab marked References. We encourage the State to contact any or all of the references. We believe our experience in both the County facilities and State Correction sites are above any company in the industry.

7. Subcontracting/Joint Ventures. Allowed Not Allowed

The State intends to contract with one entity per contract and that entity shall be contractually responsible for performance. However, if the entity is a joint venture, one of the parties to the joint venture must take full contractual responsibility for performance under the contract.

CCPS understands but will not be contracting with anyone for this RFP. CCPS will be the responsible party for this contract.

If Vendor is providing Professional and Artistic Services, the names of subcontractors and amounts to be paid to each must be shown. The AGENCY may require the same or similar information in relation to contracts for other supplies or services. Subcontractors are subject to approval of the AGENCY.

CCPS will not be providing Professional and Artistic Services as describe din section 7.

ATTACHMENT A - 1

ADULT CORRECTIONAL CENTERS	CURRENT VENDOR	# OF TELEPHONES	AVG POP	CAP	# OF CALLS	# OF MINUTES	# OF RECORDERS
Big Muddy, 251 N IL HWY 37, Ina 62846	Consolidated Comm	71	1804	952	9368	159,932	2
Centralia, Shattuc Rd, 62801	Ameritech/MCI	54	1408	750	14,322	245,215	2
Danville, 3820 E Main, 61834	Ameritech/MCI	70	2011	1096	15,976	276,992	2
Dixon, 2600 Brinton Ave., 61021	Consolidated Comm	112	1451	891	13,070	217,213	4
Dwight, Rte 17 West, 60420	Ameritech/MCI	42	1189	1144	6,420	81,228	2
East Moline, 100 Hillcrest Rd., 61244	Ameritech/MCI	57	652	688	11,413	200,600	2
Graham, Hwy 185, Hillsboro, 62049	AT&T	78	1852	974	5800	124,191	2
Hill, 600 S. Linwood. Galesburg, 61401	Consolidated Comm	71	1809	896	9143	174,413	2
Illinois River, Rte 9 W, Canton, 61520	AT&T	75	2173	1211	20,136	371,740	3
Jacksonville, 2268 E Morton, 62650	Consolidated Comm	33	1546	900	7693	136,254	1
Lincoln, 1098 - 1350 th , 62656	Consolidated Comm	34	1052	558	6174	93,639	1
Logan, 1096 - 1350 th , Lincoln, 62656	Consolidated Comm	63	1807	1050	11,492	191,521	2
Menard, 711Kaskaskia, 62259	Consolidated Comm	116	3155	1460	10,331	180,026	4
Pontiac, 700 W Lincoln, 61764	AT&T	77	1406	1113	6954	123,048	3
Robinson, 13423E 1150 th Ave, 62454	Consolidated Comm	27	1195	600	7695	144,344	1
Shawnee, 6665 Rte 146 E, Vienna, 62995	Consolidated Comm	66	1945	1046	7035	120,151	1
Sheridan, 4017 E 2603 Rd., 60551	Consolidated Comm	67	1540	974	9432	153,496	2
Southwestern Illinois, 950 Kingshighway, East St. Louis 62203	Ameritech/MCI	14	663	600	6853	117,105	1
Stateville, Rte 53, Joliet, 60434	Ameritech/MCI	127	1961	1800	17,725	306,892	5
Taylorville, Rte 29 S, 62568	Consolidated Comm	26	1190	600	7699	129,829	1
Vandalia, Rte 51 N, 62471	Ameritech/MCI	39	1434	949	15,250	253,490	2
Vienna, Hwy 145 E, 62995	Consolidated Comm	43	1372	845	6812	113,507	1
Western Illinois, Rte 99 S, Mt. Sterling, 62353	AT&T	73	1709	952	13,927	247,977	2

ADULT TRANSITION CENTERS	CURRENT VENDOR	# OF TELEPHONES	AVG POP	CAP	# OF CALLS	# OF MINUTES	# OF RECORDERS
Decatur, 2175 E. Pershing Rd, 65256	Ameritech/MCI	4*	105	80	20	300	--
Joliet, Rte. 53 & Airport Rd, Romeoville, 60446	Ameritech/MCI	6*	120	92	550	7500	--
Peoria, 607-613 Main, 61602	Ameritech/MCI	21	194	200	936	9088	--
Southern Illinois, 805 W Freeman, Carbondale, 62903	Consolidated Comm	3*	62	60	392	5309	--
Winnebago, 315 S. Court, Rockford, 61102	Ameritech/MCI	3*	91	71	363	5498	--

YOUTH CENTERS	CURRENT VENDOR	# OF TELEPHONES	AVG POP	CAP	# OF CALLS	# OF MINUTES	# OF RECORDERS
IYC Harrisburg, 1201 W Poplar, 62946	Consolidated Comm	25*	495	276	2441	28,338	--
IYC Joliet, 2848 McDonough, 60436	Ameritech/MCI	18*	381	212	2643	34,894	--
IYC St. Charles, 4450 Lincoln Hwy, 60175	Ameritech/MCI	12*	515	318	1468	18,787	--
IYC Valley View, 34W826 Villa Maria Rd, 60174	Ameritech/MCI	9*	370	228	336	3681	--

WORK CAMPS	CURRENT VENDOR	# OF TELEPHONES	AVG POP	CAP	# OF CALLS	# OF MINUTES	# OF RECORDERS
Work Camp, 207 W Morgan, 62324	Consolidated Comm	6*	113	150	1109	12,762	--
Dixon Springs Impact Incarceration Program, Hwy 146 E, Grantsburg, 62943	Consolidated Comm	11*	150	240	344	3193	--
DuQuoin Impact Incarceration Program, RR1, 62832	Consolidated Comm	8*	154	200	379	3764	--
Ed Jenison Work Camp, 14295 E 1200 th Rd, Paris, 61944	Consolidated Comm	9*	190	200	1102	21,341	--
Green County Impact Incarceration Program, RR3, Roodhouse, 62082	Consolidated Comm	4*	143	200	264	2579	--
Hanna City Work Camp, 14617 W Farmington, 61536	Ameritech/MCI	14*	244	200	2372	39,730	--
Hardin County Work Camp, RR 1, Cave-In-Rock, 62919	Consolidated Comm	6*	182	150	962	13,769	--
Kankakee, 37040 S Illinois, Manteno, 60950	Ameritech/MCI	9*	183	200	2633	35,758	--
Pittsfield Work Camp, RR 2, 62363	AT&T	12*	364	400	7571	124,191	1
Springfield Work Camp, State Fairgrounds, Bldg 29, 62702	Ameritech/MCI	2*	83	58	875	21,161	--
Tamms Work Camp, 200 E Supermax Rd, 62988	Ameritech/MCI	4*	159	200	1122	16,906	1

HUMAN SERVICES	CURRENT VENDOR	# OF TELEPHONES	AVG POP	CAP	# OF CALLS	# OF MINUTES	# OF RECORDERS
Joliet Treatment & Detention Facility, 401 Woodruff, 60432	Ameritech Basic C.O. Inmate Service	20**	170	400	561	10,200	--

* Needs to be upgraded to IPIN System w/recorders & monitors

**Needs to be upgraded to IPIN System - no recorders or monitors

"CAP" = Rated Facility Capacity

"AVG POP" = Daily Average Population

Call Usage shown is based on monthly averages.

Call Usage Assumptions:

InterLATA/IntraState 85%

Interstate 10%

Local/IntraLATA 5%

PRICING/COMPENSATION

Detail pricing/compensation requirements with at least the following categories of information.

Vendor shall provide a base commission rate for inmate calling service at the correctional facilities defined herein based on gross billings, payable to the State.

Considerations other than the commissions below (whether related or not to this contract) may be proposed and will be considered provided they are quantifiable in dollar terms, to determine which proposal provides the best overall value to the State.

A. Commission

<u>56</u>	%	July 1, 2002 through June 30, 2007
<u>56</u>	%	July 1, 2005 through June 30, 2008 (first renewal)
<u>56</u>	%	July 1, 2006 through June 30, 2009 (second renewal)
<u>56</u>	%	July 1, 2007 through June 30, 2010 (third renewal)
<u>56</u>	%	July 1, 2008 through June 30, 2011 (fourth renewal)
<u>56</u>	%	July 1, 2009 through June 30, 2012 (fifth renewal)

B. National Directory Listing Database \$ 0.10 per query after first 1,000 per month

CCPS will provide the first 1,000 NDA lookups per month at no cost to the state. After the initial 1,000 per month CCPS will bill the State of Illinois \$0.10 per query.

1. Payment Terms and Conditions (including when paid, frequency and retainage).

~~Vendor must provide commissions to the Department of Central Management Services, Communications Revolving Fund payable from the effective date of contract and received by the State within 30 days following each 30-day billing cycle. In addition, vendor may be directed by CMS to pay a portion of the commissions directly to the Department of Corrections. The amount of the commission paid shall be based on gross billings from the system.~~

Vendor must provide commissions to the Department of Central Management Services, Communications Revolving Fund payable from the effective date of the contract and received by the State within 60 days following each 30-day billing cycle. In addition, vendor may be directed by CMS to pay a portion of the commissions directly to the Department of Corrections. The amount of the commission paid shall be based on gross billings from the system.

Should CMS determine that it becomes imperative to reduce charges below those permitted under the applicable approved tariff rates (see subsection 2-4.3 4.7.1), CMS will initiate negotiations with the vendor toward such a reduction. No such event is anticipated. Excepting this or other extraordinary circumstance, the vendor may charge up to the full amount permitted under applicable approved tariff rates.

2. Tax Exemption. AGENCY'S State of Illinois tax exemption number is E9989004603. The Federal tax exemption certificate is available on request.

FOR REQUESTS FOR PROPOSALS OF EITHER TYPE, SUBMIT THIS PRICE INFORMATION IN A SEPARATE SEALED ENVELOPE IN THE OFFER CONTAINER.



McLeodUSA Telecommunications Services, Inc.

Inmate Services

Interstate

INTERSTATE RATES

<u>Mileage</u>	<u>Day Rates</u>		<u>Evening Rates</u>		<u>Night/Weekend Rates</u>	
	<u>Initial</u>	<u>Each Add</u>	<u>Initial</u>	<u>Each Add</u>	<u>Initial</u>	<u>Each Add</u>
1- 99999	.8900	.8900	.8900	.8900	.8900	.8900

Surcharges

Collect \$3.95

Current as of: April 3, 2002



McLeodUSA Telecommunications Services, Inc.

Inmate Services

Illinois

INTERLATA / INTRASTATE RATES

<u>Mileage</u>	<u>Day Rates</u>		<u>Evening Rates</u>		<u>Night/Weekend Rates</u>	
	Initial	Each Add	Initial	Each Add	Initial	Each Add
1-10	.19000	.19000	.19000	.19000	.19000	.19000
11-22	.20000	.20000	.20000	.20000	.20000	.20000
23-55	.21000	.21000	.21000	.21000	.21000	.21000
56-124	.23000	.23000	.23000	.23000	.23000	.23000
125-292	.25000	.25000	.25000	.25000	.25000	.25000
293-430	.26000	.26000	.26000	.26000	.26000	.26000

Surcharges

Collect \$2.50

Current as of October 5, 2001



McLeodUSA Telecommunications Services, Inc.

Inmate Services

Illinois

INTRALATA RATES

<u>Mileage</u>	<u>Day Rates</u>		<u>Evening Rates</u>		<u>Night/Weekend Rates</u>	
	Initial	Each Add	Initial	Each Add	Initial	Each Add
1 - 10	.1445	.1275	.1105	.1020	.0935	.0765
11 - 16	.1530	.1445	.1190	.1105	.0935	.0935
17 - 22	.1530	.1445	.1190	.1105	.0935	.0935
23 - 40	.1615	.1530	.1275	.1190	.1020	.0935
41 +	.1615	.1530	.1275	.1190	.1020	.0935

Surcharges

Collect \$2.71

Current as of :



McLeodUSA Telecommunications Services, Inc.

Inmate Services

Illinois

LOCAL RATES

<u>Mileage</u>	<u>Day Rates</u>		<u>Evening Rates</u>		<u>Night/Weekend Rates</u>	
	Initial	Each Add	Initial	Each Add	Initial	Each Add
1-10	.1445	.1275	.1105	.1020	.0935	.0765
11-16	.1530	.1445	.1190	.1105	.0935	.0935
17 - 22	.1530	.1445	.1190	.1190	.0935	.0935
23 - 40	.1615	.1530	.1275	.1190	.1020	.0935
41 +	.1615	.1530	.1275	.1190	.1020	.0935

Surcharges

Collect \$2.71

Current as of :

STANDARD TERMS, CONDITIONS AND CERTIFICATIONS

1. **TERM AND RENEWALS:** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including 30 ILCS 500/20-60. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the CONTRACT is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.

CCPS understands the length of the contract and any renewals cannot exceed the limit allowed by law. We also understand that the term begins upon execution of the contract and the term may change with any delays. Renewals are not automatic and must be agreed upon by both the Vendor and State of Illinois.

2. **BILLING:**

- a) **VENDOR shall submit invoices to the address, on the schedule and with the detail required by the ordering AGENCY. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the AGENCY no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (30 ILCS 105/25). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.**

CCPS understands any invoices sent to the State of Illinois for services prior to July 1 must be submitted no later than July 31.

- b) **VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.**

CCPS understands that the State will not be charged taxes.

- c) **By submitting an invoice VENDOR certifies the supplies and services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT.**

CCPS understands that an invoice sent to the State certifies CCPS has met all requirements of the CONTRACT.

3. **PAYMENT:**

- a) **Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (30 ILCS 540/1) and rules (74 Ill. Adm. Code 900). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.**

CCPS understands that late payment charges will not exceed the formula in the State "Prompt Payment" Act and delayed payments for July and August will not be considered a breach of contract.

- b) **The AGENCY shall not be liable to pay for any supplies or services, including related expenses subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the AGENCY obtaining suitable financing.**

CCPS understands and will not bill the State for supplies or services incurred prior to the beginning of the term of this CONTRACT.

- c) The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the AGENCY that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this CONTRACT.

CCPS understands final payment on an invoice will be made less any retainage and previous partial payments.

- d) Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (30 ILCS 305/1).

CCPS understands the interest rate limitation as set by law.

- e) As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request.

CCPS understands and complies with paying our employees, suppliers and subcontractors the prevailing wage.

4. **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** AGENCY shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AGENCY'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AGENCY shall determine whether amounts appropriated are sufficient. AGENCY shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice.

CCPS understands that the State will use its best efforts to secure appropriations to fund this CONTRACT. However the States obligation will cease immediately without penalty if the General Assembly or federal funding source fails to make the appropriate sufficient to pay such obligation. The State shall give VENDOR notice as soon as possible and the VENDORS obligation to perform will cease upon notification.

5. **CONSULTATION:** VENDOR shall keep the AGENCY fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the AGENCY the opportunity to review relevant documents prior to filing with any public body or adversarial party.

CCPS will keep the AGENCY fully informed to progress of matters covered by this CONTRACT and VENDOR will allow the State to review relevant documents prior to filing with any public body or adversarial party.

6. **PERFORMANCE REVIEWS:** The State may conduct a post performance review of the VENDOR'S performance under the CONTRACT. Any professional and artistic services performed under this CONTRACT shall be subject to a post performance review. The VENDOR shall cooperate with the State in this review, which may require that VENDOR provide records of its performance and billing. Vendor shall provide any required information within 30 days of the AGENCY'S request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the VENDOR.

CCPS understands that the AGENCY may perform a post performance review and VENDOR will be required to provide required information within 30 days of request.

7. **AUDIT / RETENTION OF RECORDS (30 ILCS 500/20-65):** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the State under the CONTRACT or subcontract. Books and records shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the AGENCY, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the CONTRACT for which adequate books and records are not available to support the purported disbursement.

CCPS understands we must maintain records for 3 years past the termination date or date of final payment and must be extended during any audit period for the purposes of auditing. Any subcontractors must abide by the same rules.

8. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.

CCPS understands that the State will only allow CCPS to perform work during designated hours and CCPS will comply.

9. **INDEPENDENT CONTRACTOR:** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the AGENCY or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.

CCPS understands that we will act as an independent contractor to the State. Any services provided and paid will not be construed as an employee of the AGENCY or the State of Illinois.

10. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR'S duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the AGENCY determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.

CCPS takes full responsibility of our agents, employees and subcontractors while performing duties under this CONTRACT. CCPS will use employees that deal directly with the services provided.

11. **ASSIGNMENT AND SUBCONTRACTING:**

- a) VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without AGENCY'S prior written consent. In the event the AGENCY consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to AGENCY for review and approval upon request.

CCPS understands that we cannot assign, subcontract, or transfer any interest in the work without the AGENCY's prior written consent. If the AGENCY consents all terms and agreements of this CONTRACT will remain in effect.

- b) Where **VENDOR** is providing professional and artistic services, names and addresses of all subcontractors utilized by **VENDOR** shall be listed in an addendum to this **CONTRACT** together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this **CONTRACT** (30 ILCS 500/35-40).

CCPS will not be using subcontractors at this time.

- c) If **VENDOR** is unable to secure or maintain individuals named in the **CONTRACT** to render the services, **VENDOR** shall not be relieved of its obligations to complete performance. **AGENCY** shall have the option to accept a substitute or to terminate the **CONTRACT**.
CCPS understands if we cannot retain the individuals named in the contract to render the services, we are not exempt from our obligations to complete the contract. The AGENCY has the right to accept the substitutions or terminate the CONTRACT.
- d) After notice, **AGENCY** may transfer the **CONTRACT** or payment responsibility to another State agency, or assign the **CONTRACT** to a third-party for financing purposes.

CCPS understands the AGENCY may transfer the CONTRACT or payment responsibility to another State agency or assign the CONTRACT to a third party for financing purposes.

12. **LICENSE:** **VENDOR**, directly or through its employees, shall have and maintain any required license. With consent of the **AGENCY**, **VENDOR** may meet the license requirement through a subcontractor.

CCPS understands and has the required licenses to provide Inmate Calling Services in the State of Illinois.

13. **MAINTENANCE ASSURANCE:**

- a) The **AGENCY** reserves the right to maintain any equipment purchased under this **CONTRACT** using **AGENCY** personnel or third-party maintainers. In such case, **VENDOR** shall provide the **AGENCY** or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The **AGENCY** reserves the right to return to **VENDOR'S** maintenance following written certification by **VENDOR** that the equipment is eligible for **VENDOR'S** maintenance. **VENDOR'S** standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for **VENDOR'S** maintenance shall apply. Exercise of these rights by the **AGENCY** shall be without penalty or sanction by **VENDOR**.

CCPS understands and will comply with the above mention of maintenance assurance.

- b) If **VENDOR** discontinues service or maintenance of equipment or software provided under this **CONTRACT**, **VENDOR** shall provide to the **AGENCY** at no cost adequate documentation and access to specialized or proprietary tools to allow the **AGENCY** or a subcontractor to maintain the equipment or software. This provision shall not apply if **VENDOR** arranges for continued service and maintenance through another vendor and at a price acceptable to the **AGENCY**.

CCPS understands and will comply with the rules stated in section b regarding the maintenance of equipment.

14. **CONFIDENTIALITY AND USE OF WORK PRODUCT:**

- a) Any documents or information obtained by **VENDOR** from the **AGENCY** in connection with this **CONTRACT** shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the **AGENCY**.

CCPS understands that any information or documents obtained from the AGENCY will be kept confidential and shall not be provided to any third party unless agreed in writing by the AGENCY.

- b) Unless otherwise agreed in writing the following applies. Work product produced under this **CONTRACT**, including, but not limited to, documents, reports, information, documentation of any

sort and ideas, whether preliminary or final, shall become and remain the property of the STATE, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the AGENCY all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. AGENCY shall exercise all rights of ownership in all such work product without restriction or limitation including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.

CCPS understands and will comply.

- c) The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and brings to the AGENCY in furtherance of performance of the CONTRACT shall remain the property of the VENDOR. VENDOR grants to the AGENCY a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

CCPS understands and will comply.

15. **WARRANTY:**

- a) VENDOR warrants that all services will be performed in a good and professional manner. Unless otherwise agreed, Vendor warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications. VENDOR warrants it has title to, or the right to allow the State to use, the supplies and services being provided and that the State may use same without suit, trouble or hindrance from VENDOR or third parties.

CCPS understands and will comply.

- b) VENDOR, for itself and its subcontractors and agents, represents and warrants that: (i) all products delivered and services performed under this CONTRACT (the "Products") are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, VENDOR shall, at its sole expense and without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach.

CCPS understands and will comply.

16. **LIABILITY AND INSURANCE:**

- a) VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the agency's facility. VENDOR shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

CCPS understands and will comply.

- b) **VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the AGENCY and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the AGENCY. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.**

CCPS understands and will comply.

- c) **VENDOR shall, without limitation, at its expense defend the AGENCY against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the AGENCY in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AGENCY'S use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes noninfringing; or (b) procure for the AGENCY the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the AGENCY an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the State may incur to acquire substitute supplies or services.**

CCPS understands and will comply.

- d) **AGENCY assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third-party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (5 ILCS 350/1). The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.**

CCPS understands and will comply.

- e) **Neither party shall be liable for incidental, special or consequential damages.**

CCPS understands and will comply.

17. **TAX COMPLIANCE: VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.**

CCPS is in compliance with applicable tax requirements and is current in payment of such taxes.

18. **SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by the AGENCY during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AGENCY'S director if VENDOR solicits or intends to solicit for employment any of the AGENCY'S employees during the term of this CONTRACT. AGENCY has no authority to contractually refuse to hire VENDOR'S employees who apply to the State for employment.

CCPS agrees not to employ anyone from the State during the term of this contract and will give notice to the State if we intend to solicit any State employee for hire.

19. **BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.

CCPS understands the State can conduct criminal and driver history background checks of any CCPS officers, employees or agents who would directly supervise or perform the services provided under this contract. Any CCPS personnel referenced in the previous sentence deemed unsuitable by the State must be replaced immediately.

20. **LEGAL ABILITY TO CONTRACT:** VENDOR certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

CCPS is under no legal prohibition on contracting with the State of Illinois, and has no conflicts of interest.

- a) VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.

CCPS complies with all applicable provisions of the U.S. Civil Rights Act, the American Disabilities Act and applicable rules in performance under this contract.

- b) VENDOR is not in default on an educational loan (5 ILCS 385/3).

CCPS is not in default of the educational loan.

- c) VENDOR has informed the director of the AGENCY in writing if VENDOR was formerly employed by that AGENCY and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

CCPS employees are not former employees of the Agency and have not received an early retirement incentive under Section 14-108.3 or 16-133.3.

- d) VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).

CCPS employees have not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State or has an admission on the record of having so bribed or attempted to bribe.

- e) If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

CCPS employees have not been convicted of a felony.

- f) **VENDOR is not barred from being awarded a contract because the VENDOR is delinquent in the payment of any debt to the State, unless VENDOR has entered into a deferred payment plan to pay off the debt, and VENDOR acknowledges the contracting state agency may declare the contract void if the certification is false (30 ILCS 500/50-11, effective July 1, 2002).**

CCPS is not delinquent in the payment of any debt to the State.

- g) **VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).**

CCPS has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CCPS accepted any money or other valuable thing, or acted upon the promise of it, for not bidding on a State contract.

- h) **VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).**

CCPS is not in violation of the "Revolving Door" section of the Illinois Procurement Code.

- i) **VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).**

CCPS will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State.

- j) **VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).**

CCPS is a drug-free workplace.

- k) **Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to CONTRACTS that exceed \$10,000 (30 ILCS 582).**

Neither CCPS nor any affiliates are participating or shall participate in an international boycott.

- l) **VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).**

CCPS has not been convicted of the offense of bid rigging or bid rotating of any State or of the United States.

- m) **VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).**

CCPS complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

- n) **VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).**

CCPS does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).

21. **CONFLICTS OF INTEREST:** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the AGENCY, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the CONTRACT. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the VENDOR's obligation under this CONTRACT. Vendor shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

CCPS understands and will comply.

- a) the person intending to contract with the State, their spouse or minor child:
1. holds an elective office in Illinois;
 2. holds a seat in the Illinois General Assembly;
 3. is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or
 4. holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$90,420.00). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)
- b) the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 7½% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,700).
- c) the contract is with a firm, partnership, association or corporation in which a person covered by item (a), together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$301,400) from the firm, partnership, association or corporation.

CCPS understands and will comply.

22. **BREACH AND OTHER FOR CAUSE TERMINATION:** AGENCY may terminate this CONTRACT without penalty to the AGENCY or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the AGENCY giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.

CCPS understands.

23. **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

CCPS understands and will comply.

24. **ANTITRUST ASSIGNMENT:** Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.

CCPS understands and will comply.

25. **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the AGENCY does not unlawfully discriminate in employment, contracts, or any other activity.

CCPS understands.

26. **APPLICABLE LAW:** This CONTRACT shall be construed in accordance with and be subject to Illinois laws and rules, including the Standard Procurement Rules (44 Ill. Adm. Code 1). The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44 Ill. Adm. Code 750). Any claim against the State arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at www.legis.state.il.us.

CCPS understands.

27. **NOTICES:** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to AGENCY shall be sent to the executive head of the AGENCY at AGENCY headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.

CCPS understands and will comply.

28. **ENTIRE CONTRACT:** This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability.

CCPS understands and will comply.

29. **CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS' facilities.

CCPS understands.

AGENCY SUPPLEMENTAL TERMS AND CONDITIONS

The following supplemental terms and conditions, if checked, are attached and are applicable to this CONTRACT:

- Public Works Requirements.*
- Prevailing Wage (janitorial, security guard, window washing and food service if valued at more than \$200 per month or \$2000 per year).*
- Prevailing Wage (all printing contracts).*
- Prohibition on Contingent Fees (certain federally funded contracts)
- Other (describe)

INITIAL
 [Handwritten initials in a circle]

*Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site (www.state.il.us/agency/idol/). You must check with IDOL before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this solicitation.

INITIAL
 [Handwritten initials in a circle]

INITIAL
 [Handwritten initials in a circle]

1. Addendum 1, 2, 3, and 4 were submitted to vendors and are incorporated herein.
3. Technical Clarification #1 was submitted to vendor. Response is attached.

PUBLIC WORKS REQUIREMENTS

By submitting a bid or proposal or entering into this contract, the Vendor certifies its compliance with applicable public works requirements, and specifically certifies those employed under the contract as laborers, workmen and mechanics will receive the prevailing wage rate and work under conditions prevalent in the locality in which the work is performed.

1. All Vendors shall familiarize themselves with all provisions of all Acts referred to below, shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time, and shall conform to all Illinois statutory requirements regarding public works, including but not limited to the following:
 - a. Illinois Constitution, Article 1, Section 17, requires that the employment opportunities be free from discrimination.
 - b. The Illinois Human Rights Act, as amended (775 ILCS 5) and implementing rules.
 - c. The Public Works Employment Discrimination Act, as amended (775 ILCS 10).
 - d. The Veterans' Preference Act, as amended (330 ILCS 55).
 - e. The Service Men's Employment Tenure Act, as amended (330 ILCS 60).
 - f. In accordance with the Public Works Preference Act (30 ILCS 560) shall utilize Illinois laborers to the extent they are available and capable of performing the work of the contract.
 - g. In accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570), all laborers (whether skilled, semiskilled, unskilled, manual or nonmanual) used on this project must be Illinois residents for at least 30 days prior to the effective date of the contract resulting from this bid. No more than three regular executive or technical employees of the vendor may be excluded from the residency requirement. Other exceptions are authorized if there are not sufficient qualified Illinois residents. However, the vendor must first certify to that fact and obtain approval from the state project manager.
 - h. The Illinois Steel Products Procurement Act (30 ILCS 565). Steel products used or supplied in the performance of this contract shall be manufactured or produced in the United States, unless an exception is granted by the executive head of the procuring agency.
 - i. In no event shall minors be employed except as authorized by the Child Labor Law, as amended (820 ILCS 205).
 - j. In no event shall convict labor be employed except as authorized under Unified Code of Corrections, as amend (730 ILCS 5).
 - k. The Prevailing Wage Act, as amended (820 ILCS 130). This Act provides, in part, that wages paid to employed laborers, workmen and mechanics performing work under a public works contract must be not less than the prevailing rate of wages as determined by the Illinois Department of Labor. The Vendor shall prominently post the current schedule of prevailing wages at the project site. Nothing in the Acts referred to in this paragraph shall be construed to prohibit the payment of more than the prevailing wage scale.

Vendor must contact the Illinois Department of Labor to determine whether this provision is applicable and what the prevailing wages, fringe benefits and working conditions are for the locale in which the contract is to take place. It is your responsibility to ensure you pay the current rate at all times.

The Vendor and subcontractors shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the Contract. The record shall be open at all reasonable hours for inspection by any representative of the procuring agency or the Illinois Department of Labor, and must be preserved for three years following completion of the Contract.

The Illinois Department of Labor determines the prevailing wage applicable to the locale in which this contract is to take place. The applicable rate for each skill category and location must be obtained from the Illinois Department of Labor. IDOL lists prevailing wage rates at www.state.il.us/agency/idol/ and can be reached by telephone at 217-782-1710.

CCPS has read the above requirements regarding the Public Works requirements and agree to conform to all Illinois statutory requirements including but not limited to the above rules.

2. **Performance Bond.**

Project Performance Bond 100% of labor cost needed to complete the contract

For all contracts having a stated face value of \$5000 or more, Vendor shall provide a **project performance bond** equal to the above dollar amount (or % of the contract price) for the initial term. During any renewal term the amount shall remain the same unless otherwise agreed. The cost of the performance bond shall be included in the price offered to the state.

The performance bond is intended, in part, to ensure the payment of prevailing wage and benefits.

CCPS understands and will comply with providing a project performance bond within 10 days of the award of the contract.

VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS

Any additional material and any exceptions must be noted on this page and provided as part of this attachment. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with ILCS, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

Additional Material (mark one)

- No other material included
 Other material included (describe--attach additional pages if needed)

CCPS has added additional sections to the bid as follows:

Appendix A contains telephone, TDD, recorder and call processing equipment specifications and collateral material

Appendix B contains Account team information and resumes

Appendix C contains copies of reports that can be provided to the State of Illinois

Appendix D which contains a copy of the 10K for the year ending December 31, 2001

Appendix E which contains the tariffs that are filed through the Illinois Commerce Commission

Attachments contain Attachment A-1 and Attachment B. These were provided within Addendum 1 on March 26, 2002.

Addendum 1 contains addendum 1, provided by the State of Illinois on March 26, 2002.

Addendum 2 contains addendum 2, provided by the State of Illinois on May 2, 2002.


Addendum 3 contains addendum 3, provided by the State of Illinois on May 8, 2002.

Addendum 4 contains addendum 4, provided by the State of Illinois on May 28, 2002.

Exceptions (mark one):

- No exceptions
 Exceptions taken (describe--attach additional pages if needed)

Taxpayer Identification Number

Under penalties of perjury, I, (print and sign) Brian Carr  certify that the name, taxpayer identification number, and legal status listed below are correct.

Name of VENDOR (and DBA): The name of the firm making the offer and shown on contract documents must be the legal name associated with the taxpayer's identification number. Show the official business name used to file Illinois and United States taxes using the SSN or EIN shown below. If you are an entity doing business in another name, please show the name of the official entity and the name of the entity you are doing business as in the following form: "Official EIN Name" d.b.a. "Name Of Contracting Entity"

Name (official EIN name) McLeodUSA Public Services, Inc.

d.b.a. CCPS (Consolidated Communications Public Services, Inc.)

Taxpayer Identification Number: If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the EIN.)

Social Security Number _____ or

Employer Identification Number _____

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt/Hospital/Extended Care Facility |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Medical Corporation |
| <input type="checkbox"/> Government | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Estate or Trust | |