



BOBBY JINDAL
GOVERNOR

579851
ANGELE DAVIS
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
Office of State Purchasing

May 16, 2008

RENEWAL NOTIFICATION

Ms. Teresa Ridgeway
SVP, Administration
Global Tel*Link
2609 Cameron Street
Mobile AL 33607

RE: PRISON PAY TELEPHONE SERVICE
CONTRACT NUMBER: 404904

FILE NUMBER: Q 91876 YT

Dear Ms. Ridgeway:

This is official notification that the Division of Administration, Purchasing Section, has accepted the option to renew the contract referenced above in accordance with the provisions of our original bid proposal. The contract shall be effective for a period of twenty (24) months from February 1, 2009 to January 31, 2011, or until such time as State Purchasing informs you by thirty (30) days written notice that this contract will be cancelled.

Enclosed is a copy of the renewed contract. If you have designated certain vendors as authorized distributors for this contract, it will be your responsibility, as prime contractor, to send copies to each distributor.



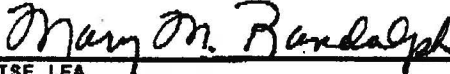
Sincerely,

Denise Lea
Director of State Purchasing

BY: _____


Timothy N. Keup, CPPB
State Purchasing Officer

DML:FMS:MMR:TNK:jw

STATEWIDE COMPETITIVE CONTRACT AWARD		NUMBER : 404904 BUYER : TIMOTHY N KEMP, CPPB BUYER PHONE : (225)342-8021 T-NUMBER : 91876 DATE ISSUED : 05/18/08 VENDOR NUMBER : 631071001 00 VENDOR PHONE : (334)479-4500-0000 REQ AGENCY : 107001
STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		OFFICE OF STATE PURCHASING AGENCY REQ NO. : ISIS REQ NO. : 1208456 FISCAL YEAR : 02 EFFECTIVE DATE : 02/01/02 EXPIRATION DATE : 01/31/11
<div style="border: 1px solid black; padding: 5px;"> GLOBAL TEL LINK CORP 2609 CAMERON ST MOBILE, AL 36607 </div>		
PRISON PAY TELEPHONE SERVICE H-91876-YT		
<ol style="list-style-type: none"> 1. THIS IS NOT AN ORDER TO SHIP OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE). 2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS. 3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM. 4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED. 5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR. 6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED. 7. COMPLIANCE WITH CIVIL RIGHTS LAWS. 		
<p>THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.</p>		
RECOMMENDING APPROVAL:	 STATE PURCHASING OFFICER/SUPERVISOR	APPROVED BY:
		 DENISE LEA DIRECTOR OF PURCHASING

SPECIAL TERMS AND CONDITIONS	STATEWIDE COMPETITIVE CONTRACT	
NUMBER : 404904 T-NUMBER : 91876	VENDOR: GLOBAL TEL LINK CORP	PAGE 2
<p>1 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.</p> <p>2 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.</p> <p>3 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.</p> <p>4 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.</p> <p>5 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.</p> <p>6 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.</p> <p>7 VENDOR SECURITY CLEARANCE PROCESS: ANY VENDOR OR VENDOR PERSONNEL VISITING OR WORKING IN AN INSTITUTION IS REQUIRED TO RECEIVE SECURITY CLEARANCE PRIOR TO ENTERING THE INSTITUTION GROUNDS. VENDOR MUST FURNISH THE FULL NAME, DRIVER'S LICENSE NUMBER, SOCIAL SECURITY NUMBER, DATE OF BIRTH, RACE AND SEX OF EACH EMPLOYEE WHO WILL BE ENTERING THE COMPOUND. THIS INFORMATION MUST ALSO BE FURNISHED IN WRITING TO THE ADMINISTRATIVE DIRECTOR PRIOR TO COMMENCING WORK ON THE AWARDED PROJECT. A CRIMINAL HISTORY CHECK WILL BE CONDUCTED ON EACH EMPLOYEE, AND UPON ARRIVAL, ID CARDS WILL BE ISSUED TO EACH EMPLOYEE. NO VENDOR PERSONNEL WILL BE ALLOWED TO WORK ON THE INSTITUTION GROUNDS UNTIL THE ABOVE CLEARANCE APPROVAL PROCESS IS COMPLETED. THE SUCCESSFUL VENDOR IS ALSO REQUIRED TO PROVIDE A WRITTEN INVENTORY OF TOOLS, VEHICLES AND/OR TRAILERS PRIOR TO ENTERING THE INSTITUTION GROUNDS.</p> <p>8 NON-EXCLUSIVITY</p> <p>THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.</p> <p>CONTRACT USAGE REPORT</p>		

SPECIAL TERMS AND CONDITIONS	STATEWIDE COMPETITIVE CONTRACT	
NUMBER : 404904 T-NUMBER : 91876	VENDOR: GLOBAL TEL LINK CORP	PAGE 3
<p>SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT WITH COPIES OF ALL ORDERS.</p> <p>THE USAGE REPORT IS TO INCLUDE THE VENDORS NAME, PHONE AND FAX NUMBERS, THE PERSONS NAME WHO COMPLIED THE REPORT, A SUMMARY BY LINE ITEM WITH QUANTITY PURCHASED AND TOTAL VALUE OF EACH LINE ITEM. ADDITIONALLY THE REPORT IS TO SUMMARIZE THE TOTAL DOLLAR VOLUME OF THE ENTIRE CONTRACT. VENDOR MAY SUBMIT COMPUTER GENERATED REPORTS AND CAN ITEMIZE BY ORDER NUMBER, BY LINE ITEM, BUT THE LINE ITEM TOTALS, CONTRACT TOTALS AND COPIES OF ORDERS ARE REQUIRED.</p> <p>CONTRACT PERFORMANCE EVALUATION</p> <p>IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. CONTRACTORS WILL BE EVALUATED ON THE CRITERIA LISTED IN ELEMENTS 3 THROUGH 25 OF THE CONTRACT PERFORMANCE EVALUATION FORM ATTACHED TO THIS SOLICITATION. AGENCIES THAT USE THIS CONTRACT WILL BE RANDOMLY POLLED TO COMPLETE THE EVALUATION FORM. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR CONTRACT RENEWAL OR REVISIONS AND RE-BIDDING. AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.</p>		

PRICE SHEET		STATEWIDE COMPETITIVE CONTRACT			
NUMBER : 404904 T-NUMBER : 91876		VENDOR: GLOBAL TEL LINK CORP			PAGE 4
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00001	<p>UNLESS SPECIFIED OTHERWISE BELOW:</p> <p>SHIP TO: STATEWIDE DELIVERY</p> <p>COMMODITY CODE: 915-77-118245</p> <p>STATEWIDE PRISON INMATE PAY TELEPHONE SERVICE AND INMATE CALL CONTROL FOR 16 ADULT AND JUVENILE INSTITUTIONS OF THE LA DEPT OF PUBLIC SAFETY AND CORRECTIONS CORRECTIONS SERVICES.</p> <p>CONTRACTOR SHALL COMPENSATE THE STATE FOR THE ABILITY TO PROVIDE THESE SERVICES AND SYSTEMS IN ACCORDANCE WITH T#91876YT SOL #2149487, ADD.#01, 02, 03, & 04, AND CONTRACTOR'S PROPOSAL DATED MAY 14, 2001.</p> <p>RATE OF COMPENSATION: OPTION 1 (W/THUMBPRINT/PIN HOLE CAMERA TELEPHONE OPTION)</p> <p>PRISON PAY TELEPHONE RATE OF COMPENSATION AT RATES IN RATE SCHEDULE 1: 55%</p> <p>LIST OF CHANGES FOR CONTRACT STARTUP:</p> <p>1. A SHROUD OVER THE FINGERPRINT READER TO ENSURE PROPER FINGER/THUMB ALIGNMENT AND WOULD OFFER GREATER PROTECTION FROM VANDALISM.</p> <p>2. A PROTECTIVE COVER OVER THE PINHOLE CAMERA LENS FOR GREATER PROTECTION FROM VANDALISM.</p> <p>3. A WIDER ANGLE PINHOLE CAMERA LENS TO CAPTURE A WIDER PICTURE. AN INMATE COULD MOVE TO THE LEFT OR RIGHT, DEPENDING ON THE LENGTH OF THE TELEPHONE LANYARD, AND NOT APPEAR IN THE PICTURE.</p> <p>LIST OF ENHANCEMENTS DURING THE CONTRACT PERIOD:</p> <p>1. A SOFTWARE FEATURE TO SAVE THE REAL-TIME OPEN MICROPHONE AUDIO TO A CD, EITHER AT THE DEDICATED WORKSTATION OR A CORRECTIONS SERVICES COMPUTER.</p> <p>2. A SOFTWARE FEATURE TO EXPORT THE PHOTOS FROM THE PINHOLE CAMERA TO A CD, EMAIL ATTACHMENT, ETC. FOR OTHER USES, SUCH AS, UPDATING THE INMATE PHOTO IN THE CASE FILE. THE PHOTO COULD BE USEFUL FOR ESCAPES.</p> <p>3. A SOFTWARE FEATURE TO MANUALLY ACTIVATE THE PINHOLE CAMERA WHEN THE INMATE TELEPHONE IS NOT IN USE, SIMILAR TO THE OPEN MIKE CAPABILITY. THE ACTIVATION COULD BE USED TO CAPTURE PHOTOS OF A DISTURBANCE THAT IS WITHIN VIEW OF THE CAMERA.</p>	1	EACH	N/A	



ATHLEEN BABINEAUX BLANCO
GOVERNOR

State of Louisiana
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

RECEIVED
OFFICE OF
TELECOMMUNICATIONS
MAY 25 AM 9:50

JERRY LUKE LEBLANC
COMMISSIONER OF ADMINISTRATION

May 22, 2007

Ms. Teresa Ridgeway
Global Tel*Link Corporation
2609 Cameron Street
Mobile, AL 36607

Dear Ms. Ridgeway:

Re: Assignment of Contract
Contract Number: 404904; T-Number: 91876 (Y)

PRISON PAPHOLES

Attached is an approved Assignment of Contract from MCI Communications Services, Inc., Assignor, to Global Tel*Link Corporation, Assignee on the above referenced contract.

If this office can be of further assistance, please call Shelita Woods at (225) 342-6525.

Sincerely,

Denise Lea
Director of State Purchasing

DML/sw
Attachment

cc: Tim Kemp, Office of State Purchasing

PARISH/COUNTY OF
STATE OF

ASSIGNMENT OF CONTRACT

BY: MCI Communications Services, Inc. Assignor

TO: Global Tel*Link Corporation Assignee

BEFORE ME, Notary, and the undersigned witnesses, personally came and appeared: Francis J. Shammo duly authorized to act on behalf of Assignor, who declared that, for good and valuable consideration, receipt of which is acknowledged, Assignor assigns, transfers and delivers all rights, title and interest Assignor may have under the following described contract:

Purchase Order or Contract No: All open orders in electronic purchasing system (AGPS) at the time of assignment approval. Attachment shows those orders open at this time.

RE: Contract Number: 404904; T-Number 91876 (Y)

TO: _____
(Assignee Company Name & Address)

its successors or assigns, and further personally came and appeared: _____, who declared to be duly authorized to act on behalf of assignee, thereby accepting each and every condition and obligation of the above described contract and agreeing to timely and fully perform all the requirements of the contract and agreeing to be bound thereby unto the State of Louisiana.

Assignor acknowledges that acceptance of this assignment by the State of Louisiana does not release Assignor of its obligation under the above described contract, and if Assignee should default in any manner, the State of Louisiana may pursue all available remedies against assignor or assignee, or both, at its option.

Assignor and Assignee further acknowledge that this assignment does not become effective and binding on the State of Louisiana until such time as it is approved and accepted by the Assistant Commissioner of Administration as evidenced by his signature below.

THUS DONE AND SIGNED this _____ day of _____, 2007.

JoAnne Ardissonne
Notary Public, State of New Jersey
My Commission Expires
July 13, 2011

By Francis Shammo
Assignor (Signature)
Senior Vice President and Chief Financial Officer
Title

JoAnne Ardissonne
NOTARY/PUBLIC

Don Nide
Assignee (Signature)
Secretary & Executive VP
Title

The foregoing Assignment of Contract is approved and accepted on behalf of the State of Louisiana, in Baton Rouge, this the 23rd day of May, 2007.

Edgar G...
ASSISTANT COMMISSIONER OF ADMINISTRATION

APPENDIX 4-E (Rev. 5/99)

AMENDMENT TO THE AGREEMENT BETWEEN
LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS

AND

MCI WorldCom Communications, Inc. (now named MCI Communications Services, Inc)

CONTRACT # 579851, Amendment # 1

This amendment is made and entered into and between the State of Louisiana, Department of Public Safety and Corrections, represented by Richard L. Stalder, hereinafter referred to as "Department" and MCI Communications Services, Inc. (d/b/a Verizon Business Services), hereinafter referred to as "Contractor".

Mailing Address: 7990 I H 10 West San Antonio, TX 78230	Federal Tax Identification or Social Security #: XXXXXXXXXX
Effective Date of Original Contract: February 1, 2002	Ending Date: January 31, 2009

In consideration of the mutual promises contained herein, the parties hereto agree to the following amendments and intending to be mutually bound, the parties hereby agree as follows:

1. The Contractor agrees that all terms and conditions specified in the original contract shall remain in effect, unless specifically modified by this amendment.
2. The following section(s) of this contract are amended effective February 1, 2007 to read as follows:

Page 1: #1 and #2 in the original contract: **Mailing Address and City, State, Zip Code** to be changed to read:

7990 I H 10 West
San Antonio, TX 78230

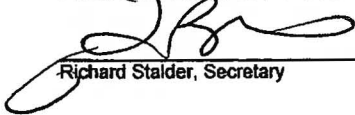
Page 2: #7: **Ending Date** to be changed to read: January 31, 2009

Page 2: Paragraph 1, to be changed to read: "The Department has the option of renewing for one (1) additional twenty-four (24) month period. The total contract period shall not exceed one hundred eight (108) months with the concurrence of the Contractor."

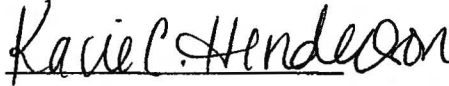
3. This amendment is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until this Amendment has been signed by duly authorized representatives of both parties and approved by the Division of Administration as required.

IN WITNESS WHEREOF, this amendment is signed and entered into on the day below indicated:

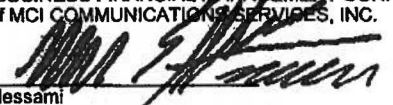
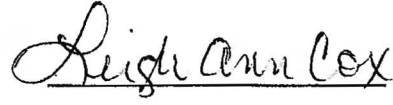
LOUISIANA DEPARTMENT OF
PUBLIC SAFETY & CORRECTIONS


Richard Stalder, Secretary

WITNESSES:


Kacie C. Henderson

VERIZON BUSINESS FINANCIAL MANAGEMENT CORP.
on behalf of MCI COMMUNICATIONS SERVICES, INC.

 
Suleiman Hessami
Vice President



State of Louisiana
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

KATHLEEN BABINEAUX BLANCO
GOVERNOR

JERRY LUKE LEBLANC
COMMISSIONER OF ADMINISTRATION

June 22, 2006
RENEWAL NOTIFICATION

Mr. Keith R. Eisman
Sr. Manager Government Markets
MCI / Verizon
20855 Stone Oak Parkway
San Antonio, TX 78258

RE: Contract Number: **404904**, File # H - 91876-YT
Prison Pay Phone Service

Dear Mr. Eisman:


This is official notification that the Division of Administration, Purchasing Section, has accepted the option to renew the contract referenced above in accordance with the provisions of our original bid proposal. The contract shall be effective for an additional **twenty-four (24)** months from **February 1, 2007 through January 31, 2009**, or until such time as State Purchasing informs you by thirty (30) days written notice that this contract will be cancelled.

Enclosed is a copy of the renewed contract. If you have designated certain vendors as authorized distributors for this contract, it will be your responsibility, as prime contractor, to send copies to each distributor.

If you have any questions regarding this project, please contact Tim Kemp at (225) 342-8021 or e-mail at tkemp@doa.state.la.us.

Sincerely,

Denise Lea
Director of State Purchasing

BY: 

Timothy N. Kemp, CPPB
State Purchasing Officer

DML:TNK:tnk

c: Wanda Lee, OTM

1201 N. Third Street Suite 2-160
POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095
(225) 342-8010 Fax (225) 342-8688
AN EQUAL OPPORTUNITY EMPLOYER



STATEWIDE COMPETITIVE CONTRACT
AWARD



STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

NUMBER : 404904
BUYER : TIMOTHY N KEMP, CPPB
BUYER PHONE : (225)342-8021
T-NUMBER : 91876
DATE ISSUED : 06/22/06
VENDOR NUMBER : 470751768 00
VENDOR PHONE : (636)793-3459-0000
REQ AGENCY : 107001

OFFICE OF STATE PURCHASING

AGENCY REQ NO. :
ISIS REQ NO. : 1208456
FISCAL YEAR : 02
EFFECTIVE DATE : 02/01/02
EXPIRATION DATE : 01/31/09

MCI WORLDCOM COMMUNICATION INC
BLDG C 2
5000 TECHNOLOGY DR
WELDON SPRINGS , MO 63304

PRISON PAY TELEPHONE SERVICE
H-91876-YT

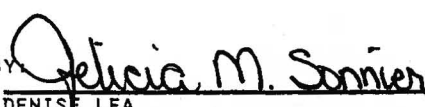
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RECOMMENDING APPROVAL:


STATE PURCHASING OFFICER/SUPERVISOR

APPROVED BY


DENISE LEA
DIRECTOR OF PURCHASING

NUMBER : 404904
T-NUMBER : 91876

VENDOR: MCI WORLDCOM COMMUNICATION INC

PAGE
2

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NUMBER : 404904
T-NUMBER : 91876

VENDOR: MCI WORLDCOM COMMUNICATION INC

PAGE
3

PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT WITH COPIES OF ALL ORDERS.

THE USAGE REPORT IS TO INCLUDE THE VENDORS NAME, PHONE AND FAX NUMBERS, THE PERSONS NAME WHO COMPLIED THE REPORT, A SUMMARY BY LINE ITEM WITH QUANTITY PURCHASED AND TOTAL VALUE OF EACH LINE ITEM. ADDITIONALLY THE REPORT IS TO SUMMARIZE THE TOTAL DOLLAR VOLUME OF THE ENTIRE CONTRACT. VENDOR MAY SUBMIT COMPUTER GENERATED REPORTS AND CAN ITEMIZE BY ORDER NUMBER, BY LINE ITEM, BUT THE LINE ITEM TOTALS, CONTRACT TOTALS AND COPIES OF ORDERS ARE REQUIRED.

CONTRACT PERFORMANCE EVALUATION

IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. CONTRACTORS WILL BE EVALUATED ON THE CRITERIA LISTED IN ELEMENTS 3 THROUGH 25 OF THE CONTRACT PERFORMANCE EVALUATION FORM ATTACHED TO THIS SOLICITATION. AGENCIES THAT USE THIS CONTRACT WILL BE RANDOMLY POLLED TO COMPLETE THE EVALUATION FORM. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR CONTRACT RENEWAL OR REVISIONS AND RE-BIDDING. AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

PRICE SHEET		STATEWIDE COMPETITIVE CONTRACT			
NUMBER : 404904 T-NUMBER : 91876		VENDOR: MCI WORLDCOM COMMUNICATION INC			PAGE 4
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00001	<p>UNLESS SPECIFIED OTHERWISE BELOW:</p> <p>SHIP TO: STATEWIDE DELIVERY</p> <p>COMMODITY CODE: 915-77-118245</p> <p>STATEWIDE PRISON INMATE PAY TELEPHONE SERVICE AND INMATE CALL CONTROL FOR 16 ADULT AND JUVENILE INSTITUTIONS OF THE LA DEPT OF PUBLIC SAFETY AND CORRECTIONS CORRECTIONS SERVICES.</p> <p>CONTRACTOR SHALL COMPENSATE THE STATE FOR THE ABILITY TO PROVIDE THESE SERVICES AND SYSTEMS IN ACCORDANCE WITH T#91876YT, SOL.#2149487, ADD.#01, 02, 03, & 04, AND CONTRACTOR'S PROPOSAL DATED MAY 14, 2001.</p> <p>RATE OF COMPENSATION: OPTION 1 (W/THUMBPRINT/PIN HOLE CAMERA TELEPHONE OPTION)</p> <p>PRISON PAY TELEPHONE RATE OF COMPENSATION AT RATES IN RATE SCHEDULE 1: 55%</p> <p>LIST OF CHANGES FOR CONTRACT STARTUP:</p> <p>1.A SHROUD OVER THE FINGERPRINT READER TO ENSURE PROPER FINGER/THUMB ALIGNMENT AND WOULD OFFER GREATER PROTECTION FROM VANDALISM.</p> <p>2.A PROTECTIVE COVER OVER THE PINHOLE CAMERA LENS FOR GREATER PROTECTION FROM VANDALISM.</p> <p>3. A WIDER ANGLE PINHOLE CAMERA LENS TO CAPTURE A WIDER PICTURE. AN INMATE COULD MOVE TO THE LEFT OR RIGHT, DEPENDING ON THE LENGTH OF THE TELEPHONE LANYARD, AND NOT APPEAR IN THE PICTURE.</p> <p>LIST OF ENHANCEMENTS DURING THE CONTRACT PERIOD:</p> <p>1. A SOFTWARE FEATURE TO SAVE THE REAL-TIME OPEN MICROPHONE AUDIO TO A CD, EITHER AT THE DEDICATED WORKSTATION OR A CORRECTIONS SERVICES COMPUTER.</p> <p>2. A SOFTWARE FEATURE TO EXPORT THE PHOTOS FROM THE PINHOLE CAMERA TO A CD, EMAIL ATTACHMENT, ETC. FOR OTHER USES, SUCH AS, UPDATING THE INMATE PHOTO IN THE CASE FILE. THE PHOTO COULD BE USEFUL FOR ESCAPES.</p> <p>3. A SOFTWARE FEATURE TO MANUALLY ACTIVATE THE PINHOLE CAMERA WHEN THE INMATE TELEPHONE IS NOT IN USE, SIMILAR TO THE OPEN MIKE CAPABILITY. THE ACTIVATION COULD BE USED TO CAPTURE PHOTOS OF A DISTURBANCE THAT IS WITHIN VIEW OF THE CAMERA.</p>	1	EACH	N/A	



Keith R. Eismann
Sr. Manager
Government Markets
20855 Stone Oak Parkway
San Antonio, Texas 78261

May 2, 2006

Timothy N. Kemp, CPPB
State Purchasing Officer
1201 North 3rd Street, Suite 2-160
Baton Rouge, LA 70804

REF: Contract Number: 404904, File #H – 91876-YT Prison Pay Phone Service

Dear Mr. Kemp:

In response to your attached April 18, 2006 letter regarding software enhancements required prior to the completion of the initial sixty (60) months of the above reference contract, Verizon (formally MCI) confirms that each of the software enhancements has been completed and is currently operational within the installed LazerPhone Inmate Telephone System. In addition to the completion of the enhancements, Verizon has provided user training on each enhancement either in a group or individual training session.

Provided below and in the following page are specifics regarding the operation of each enhancement.

1. A SOFTWARE FEATURE TO SAVE THE REAL-TIME OPEN MICROPHONE AUDIO TO A CD, EITHER AT THE DEDICATED WORKSTATION OR A CORRECTIONS SERVICES COMPUTER.

The ability to record the open microphone audio to a CD or Cassette Tape does exist today and may be performed at any of the MCI provided workstations. The recording of any sound playback through the workstation audio system has standard record capabilities by using the Windows media recorder or the Verizon provided Cassette Player/ Recorder. The data can then be transferred to CD media if desired.

2. A SOFTWARE FEATURE TO EXPORT THE PHOTOS FROM THE PINHOLE CAMERA TO A CD, EMAIL ATTACHMENT, ETC. FOR OTHER USES, SUCH AS, UPDATING THE INMATE PHOTO IN THE CASE FILE. THE PHOTO COULD BE USEFUL FOR ESCAPES.


The ability to export photos from the pinhole camera does exist today by using a screen capture utility and capturing the desired photo(s) while the image is displayed on the workstation during playback mode. The capture of such images may be copied, printed, emailed, etc..

3. A SOFTWARE FEATURE TO MANUALLY ACTIVATE THE PINHOLE CAMERA WHEN THE INMATE TELEPHONE IS NOT IN USE, SIMILAR TO THE OPEN MIKE CAPABILITY. THE ACTIVATION COULD BE USED TO CAPTURE PHOTOS OF A DISTURBANCE THAT IS WITHIN VIEW OF THE CAMERA.

The capability to capture images from the Pinhole Camera that is built within the digital telephones does exist today, with access available from the LazerPhone Server. Any investigator that requires access to this utility is provided with a user login at the LazerPhone server and access to each phone room where the LazerPhone server is located.

If you have any questions regarding the above information, please give me a call at 210-484-3177.

Sincerely,



Keith R. Eismann
Sr. Manager, Verizon Government Markets

C: Debbie Kabel, OTM Procurement



State of Louisiana
DIVISION OF ADMINISTRATION

OFFICE OF STATE PURCHASING

KATHLEEN BABINEAUX BLANCO
GOVERNOR

JERRY LUKE LEBLANC
COMMISSIONER OF ADMINISTRATION

April 18, 2006
FAX: 210-484-5208

Mr. Keith R. Eisman
Sr. Manager Government Markets
MCI / Verizon
20855 Stone Oak Parkway
San Antonio, TX 78258

RE: Contract Number: **404904**, File # H - 91876-YT
Prison Pay Phone Service

Dear Mr. Eisman:

At the time of award, three enhancements were specified as items that were to be installed during the initial 60-month contract period. These are:

1. A SOFTWARE FEATURE TO SAVE THE REAL-TIME OPEN MICROPHONE AUDIO TO A CD, EITHER AT THE DEDICATED WORKSTATION OR A CORRECTIONS SERVICES COMPUTER.
2. A SOFTWARE FEATURE TO EXPORT THE PHOTOS FROM THE PINHOLE CAMERA TO A CD, EMAIL ATTACHMENT, ETC. FOR OTHER USES, SUCH AS, UPDATING THE INMATE PHOTO IN THE CASE FILE. THE PHOTO COULD BE USEFUL FOR ESCAPES.
3. A SOFTWARE FEATURE TO MANUALLY ACTIVATE THE PINHOLE CAMERA WHEN THE INMATE TELEPHONE IS NOT IN USE, SIMILAR TO THE OPEN MIKE CAPABILITY. THE ACTIVATION COULD BE USED TO CAPTURE PHOTOS OF A DISTURBANCE THAT IS WITHIN VIEW OF THE CAMERA.

Please advise by May 4, 2006 if these enhancements are complete.

If there are any questions concerning this renewal, please call me at (225) 342-8021.

Sincerely,

Timothy N. Kemp, CPPB
State Purchasing Officer

DML:TNK:tnk

c: Debbie Kabel, OTM Procurement

1201 NORTH 3RD STREET CLAIBORNE BUILDING SUITE 2-160
POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095
(225) 342-8010 Fax (225) 342-8688
AN EQUAL OPPORTUNITY EMPLOYER





State of Louisiana
 DIVISION OF ADMINISTRATION
 OFFICE OF STATE PURCHASING

KATHLEEN BABINEAUX BLANCO
 GOVERNOR

JERRY LUKE LEBLANC
 COMMISSIONER OF ADMINISTRATION

April 18, 2006
RENEWAL INQUIRY
 FAX: 210-484-5208

Mr. Keith R. Eisman
 Sr. Manager Government Markets
 MCI / Verizon
 20855 Stone Oak Parkway
 San Antonio, TX 78258

RE: Contract Number: 404904, File # H - 91876-YT
 Prison Pay Phone Service

Dear Mr. Eisman:

The Division of Administration, Office of State Purchasing is considering the renewal of the above referenced purchase order with the same terms, conditions and prices for an **additional twenty-four (24) month period beginning February 1, 2007 through January 31, 2009**. This renewal will be in accordance with the provisions of the original bid proposal.

Would you please signify your willingness to renew this contract by signing the acceptance on this page and returning to the State of Louisiana, Division of Administration, Office of State Purchasing, P. O. Box 94095, Baton Rouge, LA 70804-9095, ~~by May 4, 2006. If this notification is not received by the aforementioned date, the option will be deemed void at the expiration date.~~


If there are any questions concerning this renewal, please contact Tim Kemp, State Purchasing Officer, at (225) 342-8021.

Sincerely,

Denise Lea
 Director of State Purchasing

BY: 
 Timothy N. Kemp, CPPB
 State Purchasing Officer

I hereby accept the conditions for renewal of the order referenced above.



I hereby reject the order renewal option referenced above.

DML:TNK:tnk

c: Debble Kabel, OTM Procurement

1201 NORTH 3RD STREET CLAIBORNE BUILDING SUITE 2-160
 POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095
 (225) 342-8010 Fax (225) 342-8888
 AN EQUAL OPPORTUNITY EMPLOYER



Tim Kemp

Full Name: Keith R. Eisman
Last Name: Eisman
First Name: Keith
Job Title: Sr. Manager, Verizon Business
Company: Verizon Business, Government Markets

Business Address: MCI/Verizon Government Markets
20855 Stone Oak Parkway
San Antonio, Texas 78258

Business: (210) 484-3177
Business Fax: (210) 484-5208

E-mail: keith.r.eismann@verizonbusiness.com
E-mail Display As: Keith R. Eisman (keith.r.eismann@verizonbusiness.com)

MCI/Verizon

Keith R. Eismann

20855 Stone Oak Parkway

San Antonio, Texas 78258

210-484-3177

Fax 210-484-5208

Thanks,

Keith R. Eismann

Sr. Manager, Verizon Business

Government Markets

Keith R. Eismann [keith.r.eismann@verizonbusiness.com]

DEPARTMENT OF
PUBLIC SAFETY AND CORRECTIONS



M. J. "MIKE" FOSTER, JR., GOVERNOR

RICHARD L. STALDER, SECRETARY

MEMORANDUM

TO: Patsy Austin
FROM: Terry Clair *TC*
DATE: October 24, 2003
RE: **Prison Pay Telephone Service**
CONTRACT NUMBER: 404904, Subordinate Contract: 579851
FILE NUMBER: H-91876-YT
OTM # 0103066

Attached is a copy of the contract amendment and supporting documentation that provides for the addition of the State Police Inmate Barracks to our prison pay phone service contract with MCI.

Please add to your inmate telephone file.

STATEWIDE COMPETITIVE CONTRACT
AMENDMENT



STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

NUMBER : 404904 AMENDMENT : 01
BUYER : TIM KEMP
BUYER PHONE : (225) 342-8021
T-NUMBER : 91876
DATE ISSUED : 10/20/03
VENDOR NUMBER : 470751768-00
VENDOR PHONE : (636) 793-3459-0000
REQ AGENCY : 107001
OFFICE OF STATE PURCHASING

AGENCY REQ NO. :
ISIS REQ NO. : 1208456
FISCAL YEAR : 02
EFFECTIVE DATE : 02/01/02
EXPIRATION DATE : 01/31/07

TYPE CHANGE : ADD ITEM(S)

MCI WORLDCOM COMMUNICATION INC
BLDG C 2
5000 TECHNOLOGY DR
WELDON SPRINGS, MO 63304

Post-it® Fax Note	7671	Date	10/21/03	# of pages	5
To	Terry Claire	From	Wanda Lee		
Co./Dept.	DIOC	Co.	OTM		
Phone #		Phone #			
Fax #	8759	Fax #			

PRISON PAY TELEPHONE SERVICE
H-91876-YT

Revised
AMENDMENT 01

OCTOBER 16, 2003

THIS IS OFFICIAL NOTIFICATION THAT THE FOLLOWING CHANGES HAVE BEEN MADE TO THE ABOVE REFERENCED CONTRACT.

TWELVE NEW PHONES ARE ADDED TO THE LOUISIANA STATE POLICE BARRACKS AT 1400 W. IRENE ROAD IN ZACHARY, LA. THE STATE POLICE BARRACKS AT 1400 W. IRENE ROAD IN ZACHARY, LA IS ADDED AS A NEW LOCATION.

SECTIONS 1.3 AND 3.2.1 OF THE ORIGINAL SOLICITATION ALLOW FOR THE INSTALLATION OF ADDITIONAL PAY PHONES AT CORRECTIONAL FACILITIES.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN UNCHANGED.

OCT 22 2003

PROCUREMENT

RECOMMENDING APPROVAL:

[Signature]
STATE PURCHASING OFFICER/SUPERVISOR

APPROVED BY:

[Signature]
DENISE LEA
DIRECTOR OF PURCHASING

STATEWIDE COMPETITIVE CONTRACT
AWARD



STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

NUMBER : 404904
BUYER : TIM KEMP
BUYER PHONE : (225)342-8021
T-NUMBER : 91876
DATE ISSUED : 10/16/03
VENDOR NUMBER : 470751768 00
VENDOR PHONE : (636)793-3459-0000
REQ AGENCY : 107001

OFFICE OF STATE PURCHASING

AGENCY REQ NO. :
ISIS REQ NO. : 1208456
FISCAL YEAR : 02
EFFECTIVE DATE : 02/01/02
EXPIRATION DATE : 01/31/07

MCI WORLD COM COMMUNICATION INC
BLDG C 2
5000 TECHNOLOGY DR
WELDON SPRINGS , MO 63304

PRISON PAY TELEPHONE SERVICE
H-91876-YT

1. THIS IS NOT AN ORDER TO SHIP OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).

THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.

- 3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
- 4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
- 5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
- 6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
- 7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

RECOMMENDING APPROVAL:

STATE PURCHASING OFFICER/SUPERVISOR

APPROVED BY:

DENISE LEA
DIRECTOR OF PURCHASING

SPECIAL TERMS AND CONDITIONS	STATEWIDE COMPETITIVE CONTRACT	
NUMBER : 404904 NUMBER : 91876	VENDOR: MCI WORLDCOM COMMUNICATION INC	PAGE 2

- 1 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

- 2 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

- 3 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

- 4 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.

- 5 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

- 6 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.

- 7 VENDOR SECURITY CLEARANCE PROCESS: SUCCESSFUL VENDOR MAY BE REQUIRED TO RECEIVE SECURITY CLEARANCE FOR ALL VENDOR PERSONNEL WORKING ON THE PRISON COMPOUND. SUCCESSFUL VENDOR MUST FURNISH THE FULL NAME, DRIVER'S LICENSE NUMBER, SOCIAL SECURITY NUMBER, DATE OF BIRTH, RACE AND SEX OF EACH EMPLOYEE WHO WILL BE WORKING IN THE COMPOUND. THIS INFORMATION MUST BE FURNISHED IN WRITING TO THE ADMINISTRATIVE DIRECTOR PRIOR TO COMMENCING WORK ON THE AWARDED PROJECT. A CRIMINAL HISTORY CHECK WILL BE CONDUCTED ON EACH EMPLOYEE, AND UPON APPROVAL, ID CARDS WILL BE ISSUED TO EACH EMPLOYEE. NO VENDOR PERSONNEL WILL BE ALLOWED TO WORK ON THE PRISON COMPOUND UNTIL THE ABOVE CLEARANCE APPROVAL PROCESS IS COMPLETED.

- 8 NON-EXCLUSIVITY

 THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

 CONTRACT USAGE REPORT

 SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD VENDOR IS TO BE

SPECIAL TERMS AND CONDITIONS

STATEWIDE COMPETITIVE CONTRACT

NUMBER : 404904
NUMBER : 91876

VENDOR: MCI WORLD COM COMMUNICATION INC

PAGE
3

PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT WITH COPIES OF ALL ORDERS.

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NUMBER : 404904 T-NUMBER : 91876		VENDOR: MCI WORLDCOM COMMUNICATION INC			PAGE 4
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State of Louisiana
DIVISION OF ADMINISTRATION

OFFICE OF TELECOMMUNICATIONS MANAGEMENT

M. J. "MIKE" FOSTER, JR.
GOVERNOR

MARK C. DRENNEN
COMMISSIONER OF ADMINISTRATION

September 24, 2003

Mr. Philip Jones
Account Manager
MCI WorldCom
101 Bullitt Lane, Suite 107
Louisville, KY 40222

RE: Prison Pay Telephone Service
Contract Number 404904, Subordinate Contract: 579851
File Number H 91876 YT; OTM # 0103066

Dear Mr. Jones:

In accordance with Sections 1.3 and 3.2.1 of the referenced contract, the Department of Public Safety and Corrections has submitted a request to this office for the addition of a new location. The new location is the State Police Inmate Barracks located at 1400 W. Irene Road in Zachary, LA and the number of new telephones required is TWELVE (12).

If you are in agreement with this request, please signify below and return back to this office for further processing. When all approvals are obtained, the Office of State Purchasing will issue a contract amendment reflecting the addition.

Please contact me at 225-342-3848 if you have questions regarding this matter.

Sincerely,

Wanda F. Lee
Contracts Administrator

cc: Terry Claire, DOC

Agreed:

DATE: _____

DEPARTMENT OF
PUBLIC SAFETY AND CORRECTIONS

M. J. "MIKE" FOSTER, JR., GOVERNOR

RICHARD L. STALDER, SECRETARY



September 22, 2003

Ms. Wanda Lee
OTM Contracts Administrator
P.O. Box 94280
Baton Rouge, LA 70804

Dear Ms. Lee:

RE: Prison Pay Telephone Service
CONTRACT NUMBER: 404904, Subordinate Contract: 579851
FILE NUMBER: H-91876-YT

We are requesting an amendment to the prison pay telephone contract with MCI WorldCom to include a new location with twelve (12) inmate telephones:

State Police Inmate Barracks
1400 W. Irene Road
Zachary, LA 70791

Within the next several months, State Police will complete work on its permanent facility of two dormitories that will house up to 200 inmates assigned to the custody of the Department of Public Safety and Corrections.

Attached are copies of State Police's request to add the State Police Inmate Barracks location to the contract and our response back to State Police agreeing to the addition.


MCI WorldCom is aware of this request and is prepared to provide prison pay telephone service to the State Police Inmate Barracks upon approval of the State.

Our MCI WorldCom account representative is:

Mr. Philip Jones
Account Manager
MCI WorldCom
101 Bullitt Lane, Suite 107
Louisville, KY 40222
(502) 429-7475
Philip.Jones@wcom.com

Please proceed with our request.

Sincerely,


Bernard E. "Trey" Boudreaux, III
Undersecretary, Corrections Services

Attachments

c: Mr. Christopher A. Keaton
Undersecretary, Public Safety Services

DEPARTMENT OF
PUBLIC SAFETY AND CORRECTIONS

M. J. "MIKE" FOSTER, JR., GOVERNOR

RICHARD L. STALDER, SECRETARY



September 17, 2003

Mr. Christopher A. Keaton, Undersecretary
Public Safety Services
P. O. Box 66614
Baton Rouge, LA 70896

RE: Inmate Telephones
State Police Inmate Barracks
Zachary, LA

Dear Chris:

We are in receipt of your letter (DPS-02-475) dated September 12, 2003 requesting the addition of the State Police Inmate Barracks to our prison pay telephone service contract with MCI.

We are in agreement with your request, and we will submit our request to the Office of Telecommunications and the Office of State Purchasing for a contract amendment to add the Barracks location.

We have discussed with MCI the addition of the Barracks location to the contract and they will agree to it.

Sincerely,

A handwritten signature in black ink, appearing to read "Trey Boudreaux".

Bernard E. "Trey" Boudreaux, III
Undersecretary



Department of Public Safety and Corrections

Public Safety Services

M. J. "MIKE" FOSTER, JR.
GOVERNOR

CHRISTOPHER A. KEATON
UNDERSECRETARY

September 12, 2003
DPS-02-475

Mr. Trey Boudreaux, Undersecretary
Corrections Services
P.O. Box 94304
Baton Rouge, LA 70804-9304

RE: State Police Inmate Barracks
Zachary, LA

Dear Trey:

The State Police Inmate Barracks is currently located in temporary facilities at our JESTC site in Zachary, La. We are in the final stages of completing a permanent facility and will be relocating in the near future.

I am hereby requesting that the State Police Barracks located at 1400 W. Irene Rd., Zachary, La. be added to the current inmate telephone contract #H-91876-YT, solicitation #2139487. The Barracks will require a total of 12 telephones.

If you require any additional information, please contact Danielle LeBouef at 925-6032 or Riis Suite, Inmate Affairs at (225) 658-2096.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Christopher A. Keaton".

Christopher A. Keaton
Undersecretary, PSS

CAK:dhl

SEP 11 2003

CONTRACT BETWEEN
LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS,
CORRECTIONS SERVICES (DEPARTMENT)
AND
MCI WorldCom Communications, Inc.

CONTRACT # 579851

1) MAILING ADDRESS: Government Markets, 100 S 4th Street, Suite 400	2) CITY, STATE, ZIP CODE: St. Louis, MO 63012
3) FEDERAL TAX I.D. # OR SOCIAL SECURITY #: 47-075-1768	4) LICENSE OR CERTIFICATE NUMBER:

5) DESCRIPTION OF SERVICES TO BE PROVIDED: Include description of work to be performed, objectives and measures of performance which should be time bound, description of reports or other deliverables with dates for submission (if applicable). For consulting services, a resume' of key contract personnel and amount of effort each will provide under the terms of the contract should be attached.

Purpose of Contract:

To provide inmate telephone service for the Louisiana Department of Public Safety and Corrections, Corrections Services as required by the Request for Proposal for Prison Pay Telephone Service #H-91876-YT Solicitation #2149487, Addendum 01, 02, 03, 04, and the Contractor's Proposal dated May 14, 2001. In case of conflict, the Contract shall be adhered to first, then the Request for Proposal and its addenda, and lastly, the Contractor's Proposal.

Contract Objectives:

Provide the State with a prison inmate pay telephone service and prison inmate call control system that offers inmates (including the hearing impaired) reasonable access to telephone communication without overtaxing the institution's ability to properly maintain security and to avoid abuse of this privilege on the part of any inmate. Provide the State with a single statewide system, compatible across all adult and juvenile institutions, for prison pay telephone and call control services. Provide the State with a reliable and easy-to-use inmate call control system that shall aid in the security and orderly management of the institution and protect the public safety. Provide the State with a long-term, cost-effective, and state-of-the art system and services that shall meet the Department's changing needs and future changes in this technology.

Measures of Performance:

Performance will be measured by the Contractor's compliance with the requirements of the Request for Proposal for Prison Pay Telephone Service #H-91876-YT Solicitation #2149487, and Addendum 01, 02, 03, 04.

Monitoring Plan:

The monitoring of the Contractor's compliance will be done by Deputy Undersecretary and Information Technology Director. Additionally, the Department's Office of Information Services will validate monthly the call detail data provided by the Contractor as required in the Request for Proposal for Prison Pay Telephone Service #H-91876-YT Solicitation #2149487, Section 6.2.7.2.2 (Call Detail Data). Validation will insure that the gross billed revenue calculated from the call detail data is equal to the gross billed revenue amount used by the Contractor to determine the amount of the monthly commission check.

6) BEGINNING DATE: February 1, 2002	7) ENDING DATE: January 31, 2007
--	---

The Department has the option of renewing for two (2) additional twenty-four (24) month periods. The total contract period shall not exceed one hundred eight (108) months with the concurrence of the Contractor.

This contract is not effective until approved by the Director of the Office of State Purchasing. It is the responsibility of the Contractor to advise the Department in advance if contract funds or contract terms may be insufficient to complete contract objectives.

8) MAXIMUM CONTRACT AMOUNT: Per Section 4.0 (Pricing Specifications) of the Request for Proposal for Prison Pay Telephone Service #H-91876-YT Solicitation #2149487	9) PAYMENT MADE ONLY UPON APPROVAL OF: Per Section 6.2.6 (Compensation and Payment) of the Request for Proposal for Prison Pay Telephone Service #H- 91876-YT Solicitation #2149487
--	--

10) TERMS OF PAYMENT:

All payments to the Department in accordance with Sections 8 and 9 above shall be mailed to:

CHIEF FISCAL OFFICER
Louisiana Department of Public Safety & Corrections
Corrections Services
P. O. Box 94304
Baton Rouge, LA 70804-9304

or such other place as shall be designated by written notice from the Department.

11) SPECIAL PROVISIONS:

The Contractor understands and agrees that the following special conditions of the contract exist for the benefit of the institution, the employees and the inmates and agrees to abide by said special conditions contained herein and in Section 2 "Employee Rules" of the *Corrections Services Employee Manual* which is attached. "Contractor" shall be substituted for "Employee" throughout. Should the manual be modified or amended, Contractor will be notified and shall comply with the rules as modified or amended.

Contractor understands and agrees that violation of any of the following special conditions shall be cause for immediate cancellation of this contract without prior notice:

Warden's Policy

1. While on the institutional grounds, the Contractor will strictly adhere to all federal, state and local laws and institutional directives.
2. Any person may be barred from the institution or removed from the institution if it is in the best interest of the Department.

3. If requested to do so by the Warden, the Contractor must leave the institution grounds immediately.

12) STANDARD PROVISIONS:

Any alterations, variations, modifications, waivers of provisions or amendments to this contract shall be valid only when they have been reduced to writing, duly signed by both parties and when required, approved by the Division of Administration and attached to the original of this contract.

No contract or written order or proceeds thereof may be assigned, sublet or transferred without prior written consent of the Commissioner of Administration for the State of Louisiana.

The Contractor agrees to abide by the requirements of the following as applicable: Americans with Disabilities Act of 1990, Title VI and VII of the Civil Rights Act of 1964 as amended by Equal Opportunity Act of 1972, La. R.S. 15:574.12, Confidentiality, Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, Federal Executive Order 11246 and the Federal Rehabilitation Act of 1973, as amended. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Should Contractor or any of its employees become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor or its employees must notify the appointing authority of the State agency for which he has become employed of any existing contract with the State of Louisiana. The Department reserves the right to cancel the contract should a conflict of interest or a violation of state law occur as a result of employment with the State.

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to the conditions and provisions that the Department may deem necessary. Such prior written approval, unless otherwise provided in this agreement, shall not be required for the purchase by Contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement. No provisions of this clause and no such approval by the Department of any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Department beyond those specifically set forth herein. No subcontract shall relieve the Contractor of responsibility for the performance under this contract.

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original bid price, a contract modification may be requested in writing by the Contractor to the OTM Contracts Administrator. The Office of Telecommunications Management and Corrections Services shall review the request and make a written recommendation to the Office of State Purchasing.

Contractor shall have no liability for delays, failure in performance, loss or damage due to earthquake, volcanic action, flood, lightning, the elements of war, civil or military disturbances, acts of God, or other causes beyond Contractor's control.

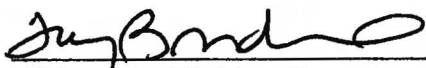
Contractor will not be liable for any special, incidental, indirect, punitive or consequential damages or for any loss of profit, revenue, software or data, or computer viruses regardless of the form of action, whether in contract, tort, strict liability or otherwise, even if Contractor shall have been notified of the possibility of such potential loss or damage.

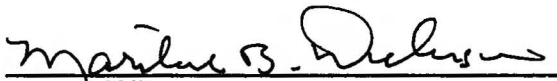
In the event of any claim under Section 6.3.1 (Indemnity and Liability Limitations/Exclusive Remedies) of the Request for Proposal for Prison Pay Telephone Service H-91876-YT Solicitation #2149487, Contractor agrees that it shall indemnify and hold harmless the Department against any claim, damages, judgments, or expenses resulting from a claim that any service, equipment, or other material provided by Contractor under its proposal and the contract documents infringes a U.S. copyright, U.S. patent, U.S. trademark, or other proprietary right recognized under U.S. law, or constitutes misuse of a trade secret or confidential information belonging to a third party and shall defend at its own expense any suit or proceeding brought against the Department alleging such infringement or misuse, provided that the Department shall promptly notify Contractor of any claims and shall cooperate with Contractor in the defense of any such claim. Contractor shall have the exclusive right to defend or settle any such claim, suit or proceeding and to collect all such damages, costs, fees, and other charges awarded from any such claim, suit or proceeding.

The State reserves the right to cancel with cause any contract entered into as a result of this bid document with thirty (30) days written notice.

Upon completion or termination of this contract all records, reports, worksheets or any other materials related to this contract shall become the property of the Department and shall, upon request, be returned at Contractor's expense to the Department. The Department shall retain ownership of all work product and documentation in whatever form.

This agreement contains or has attached hereto all the terms and conditions agreed upon by the contracting parties. In witness whereof, this agreement is signed and entered into on the date indicated below.


Richard L. Stalder, Secretary Date
La. Department of Public Safety
and Corrections, Corrections Services


Witness


Jerry Edgerton Date
Senior Vice President
Government Markets Division
MCI WorldCom Communications, Inc.


Witness

PART II: EMPLOYEE RULES

An employee found guilty of violating one or more of these rules will either be disciplined or have appropriate "performance appraisal" action implemented.

1. **GENERAL MISCONDUCT:** No employee shall engage in conduct that impairs the security or stability of the unit, the safety of staff or inmates, or the efficiency of state service. This rule includes any inappropriate action or behavior that is not otherwise better described by rules 2 through 14.

2. **CONTRABAND:** Unless authorized, intoxicating liquors, weapons, substances defined in the Uniform Controlled Dangerous Substance Law, and any other article, substance or thing that may reasonably be considered to endanger security shall not be brought into, possessed, or stored in any part of a correctional facility/office, personal or state-owned vehicle or equipment. Authorized exceptions are, for example, firearms issued for performance of duty and the handling of drugs by pharmacists or other authorized personnel. (Employees who violate this rule may also be prosecuted under Louisiana R.S. 14:402.)

3. **ABUSE OF INMATES, CORPORAL PUNISHMENT OR USE OF UNNECESSARY OR EXCESSIVE FORCE:**

No employee shall abuse an inmate for any reason. Forms of abuse include, but are not limited to:

- a. verbal abuse;
- b. harassment;
- c. damaging, destroying, or otherwise abusing an inmate's belongings through willful act or gross negligence; and
- d. physical abuse.

Force may be used only in accordance with departmental policy and unit procedure. The force used shall be proportional to the threat to which it is a response and shall cease when the resistance ceases. Necessary force may include the use of physical contact, chemical agents, mechanical restraints, electric capture shields and firearms.

Force may be used in accordance with Department Regulation No. C-02-006, which gives specific guidelines relative to self-defense; defense of others (whether employees,

inmates or visitors); prevention of serious damage to property; prevention of the commission of a crime, including but not limited to escape and enforcement of rules and regulations to the extent necessary to reach compliance.

However, the following uses of force are prohibited:

1) **CORPORAL PUNISHMENT**, the inflicting of physical pain on an inmate for punishment, is **ABSOLUTELY FORBIDDEN**.

2) **UNNECESSARY FORCE**, force used that cannot reasonably be justified by the facts of the situation, is **ABSOLUTELY FORBIDDEN**.

3) **EXCESSIVE FORCE**, force used beyond that which is reasonable and apparently necessary to control a situation where some force is needed, is **ABSOLUTELY FORBIDDEN**.

4. **DRESS/ APPEARANCE CODE**: Employees shall wear suitable clothing when reporting for and while on duty. Where uniforms have been prescribed, Department Regulation No. A-O2-019 and applicable unit procedures shall be followed.

Employees who are subpoenaed to attend court and/or Civil Service hearings must wear their uniform or usual work attire.

5. **FAILURE TO AID FELLOW EMPLOYEES**: Whenever it is apparent that a fellow employee is in need of assistance, it is the obligation of all employees to take reasonable steps to render aid and assistance.

6; **FAILURE TO FOLLOW ORDERS**: Employees must obey all authorized regulations, policies and procedures. This includes, but is not limited to: (a) departmental regulations, (b) unit procedures, posted policies, and directives, (c) posted orders, (d) - Civil Service Rules and (e) all other written procedures and policies.

7. **FAILURE TO FOLLOW ORDERS -AGGRAVATED**: Direct written or verbal orders must be obeyed cooperatively and promptly. When orders conflict, the last order received must be obeyed.

8. **FAILURE TO REPORT FOR DUTY**: No employee shall fail to report for duty an entire day without securing leave in accordance with Department and unit policies. Any employee absent for three (3) consecutive work days without securing leave will be considered to have abandoned his job.

9. **FAILURE TO REPORT FOR DUTY ON TIME**: Each employee must report for duty - at the proper time and place in accordance with Department and unit policies. In the event an employee will be late for work, he must follow unit procedures in notifying the appropriate authority. In addition to any other penalties imposed, the late employee may be placed in "W" status (Leave Without Pay) for all the time that he failed to work.

10. **FALSIFYING DOCUMENTS OR MAKING FALSE STATEMENTS:** Knowingly making false statements or deliberate omission of important facts on official reports or documents is forbidden. This includes, but is not limited to: certification of illness/doctor's excuse, disciplinary reports, incident reports, log books, investigation reports, unusual occurrence reports, accident reports, employee violation reports, time and attendance records, travel expense records, accounting records and job applications, as well as knowingly making false statements or deliberately omitting important facts to any person conducting an investigation for the Department or for another state, local or federal agency.

11. **INTOXICATION:** No employee may report for or be on duty under the influence of alcohol, drugs or other intoxicants (or when the odor or effect is noticeable). It is the employee's responsibility to learn the effects of medication on his ability to perform his assigned duties.

An employee taking medication which could interfere with proper performance of his duties may request sick leave. In the event an employee decides to report for duty while on medication, he must notify his supervisor in writing of the name and effects of the medication he is taking. He may be immediately placed on leave pending production of the medical information if it is not available or if the anticipated effect would interfere with duties to be assigned.

An employee who tests positive for a controlled or illicit substance or a prescription drug for which no authorization is available is also in violation of this rule.

An employee may not refuse to take an alcohol or drug test or other appropriate test while on duty. The philosophy of the department in this regard is expressed in Department Regulation No. A-O2-008 titled "Drug-Free Workplace. II

12. **MALFEASANCE:**

a. Each employee must perform his duties properly and free from negligence so as to fulfill the purpose and responsibilities of his assignment.

b. Disruptive and/or boisterous behavior is forbidden.

c. Visitors and guests shall be treated courteously and with respect.

d. No employee shall take or accept property of the state unless he has received prior authorization.

e. Negative comments about other employees, their personal characteristics and/or job performance*, about the administration or its policies, or about management decisions should not be made in the presence of inmates, fellow or subordinate employees or visitors.

*This rule excludes job performance-related comments made in the course of duty (i.e. comments made to immediately correct a critical error that must be rectified without delay regardless of the presence of other employees, inmates or visitors).

f. Statements or releases to the news media, including but not limited to comments regarding Departmental policy or practices, shall be made only by the Secretary or Unit Head, or their designated representatives.

g. Unauthorized studying, reading for pleasure or recreation, watching of television or engaging in other recreational activity while on duty is forbidden.

h. Employees in uniform shall not enter places such as bars, lounges or saloons or loiter on their premises except in the performance of their official duties; additionally, badges and identification cards shall only be used in the performance of official duties.

i. State and personal vehicles and machinery used in the performance of official duties must be operated in a cautious and safe manner in conformity with state laws and Department/unit policies.

j. Employees living on the grounds of correctional institutions must obey all regulations pertaining to such.

13. MALFEASANCE -AGGRAVATED:

a. No employee shall threaten or attempt to intimidate another employee or a visitor. No employee shall assault or commit battery upon another employee or a visitor.

b. Deliberate and/or repeated unsolicited words, comments, gestures or other acts which have the purpose or effect of unreasonably interfering with another employee's work performance or creating an intimidating or offensive work environment are prohibited.

c. No employee shall take or attempt to take the property of inmates, of other employees or of the state, nor use such property for his benefit or the benefit of another without authorization. No employee shall accept property from an inmate, an inmate's family or an inmate's visitors without proper authorization. Property includes, but is not limited to, such items as food, clothing, equipment or other personal items.

d. No employee shall fail to report, at the first opportunity, a violation of rules and regulations. (See Part V, Initiation of a VR-1, for specific guidance regarding this rule.)

e. No employee shall fail to report to his assigned duty post or leave his assigned post without permission.

- f. Unauthorized sleeping on duty is forbidden.
- g. Each employee must perform his duties so as to fulfill the purpose and responsibility of his assignment.
- h. Employees shall not have sexual relations while on duty.
- i. No employee shall feign illness or grossly exaggerate an ailment to avoid his duties.
- j. No employee shall willfully or through negligence destroy, damage or cause to be lost the property of others or of the state.
- k. Only authorized employees shall disclose confidential information contained in any records of the Department, and then only to persons authorized to receive this information.
- l. Employees shall not allow unauthorized persons to have access to records under their control.
- m. Employees shall handle all weapons safely and in accordance with Department and unit policy.
- n. All employees must follow the spirit and intent of Department Regulation No. A- 02-010 prohibiting sexual harassment.
- o. Employees shall not violate local, state or federal law .At the discretion of the Secretary, an employee charged with any criminal conduct may be placed on leave pending the outcome of the charges. A criminal conviction is not necessary to support a finding of a violation of this rule. An employee must notify his immediate supervisor within 72 hours in the event of his arrest or receipt of a summons.
- p. No employee shall either directly or indirectly contact criminal justice or other outside agencies to influence or make recommendations, favorable or unfavorable, on behalf of inmates in the custody or under the supervision of the Department, except when such recommendations are officially made as required by law or part of the employee's job.
- q. Employees must cooperate with all Department and/or unit investigations and inquiries.

14. UNAUTHORIZED ACTIVITIES WITH INMATES:

- a. Purchases from inmates must be processed through proper channels.

b. Bringing or knowingly permitting the introduction of any unauthorized item or message for an inmate into or out of a correctional facility or other corrections office is forbidden.

c. Only those employees designated in writing by the Secretary or Unit Head may receive cash, checks, money orders or other type payments for transmission to or from inmates.

d. Employees shall not bet or gamble with inmates.

e. Employees shall not assist an inmate or an inmate's visitor or family member in circumventing any applicable regulation or policy.

f. Employees shall not develop nonprofessional relationships with inmates or with inmates' families or friends. This includes, but is not limited to, the writing of personal letters and making personal phone calls to inmates or to inmates, families or friends, as well as having sexual relations with inmates.



State of Louisiana
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

M. J. "MIKE" FOSTER, JR.
GOVERNOR

MARK C. DRENNEN
COMMISSIONER OF ADMINISTRATION

February 26, 2002

NOTIFICATION OF AWARD

Mr. Marty Recker
MCI Worldcom Communication Inc
BLDG C 2
5000 Technology Drive
Weldon Springs MO 63304

Dear Mr. Recker:

RE: Prison Pay Telephone Service
CONTRACT NUMBER: 404904, Subordinate Contract: 579851
FILE NUMBER: H-91876-YT

This is official notification that the contract referenced above has been awarded to you on the basis of your bid submitted to the Division of Administration, Purchasing Section. Enclosed are copies of the approved Contract Award.

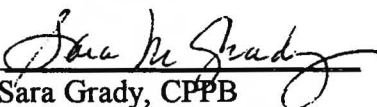
The contract shall be effective for a period of sixty (60) months from **February 1, 2002** to **January 31, 2007**, or until such time as State Purchasing informs you by thirty (30) days written notice that this contract will be cancelled.

At the option of the Division of Administration and acceptance by the contractor, this contract can be renewed for two (2) additional twenty-four (24) month period at the same prices and terms.

If you have any questions, regarding this project, please contact Sally Bollich at (225) 342-8021.

Sincerely,

Denise Lea
Director of State Purchasing

BY: 
Sara Grady, CPPB
State Purchasing Supervisor
DML:SG:SB:vwc

Enclosure

c: Department of Corrections
Office of Telecommunications

**STATEWIDE COMPETITIVE CONTRACT
AWARD**

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING**



NUMBER : 404904
BUYER : SALLY BOLLICH, CPPB
BUYER PHONE : (225)342-8021
T-NUMBER : 91876
DATE ISSUED : 02/26/02
VENDOR NUMBER : 470751768 00
VENDOR PHONE : (636)793-3459-0000
REQ AGENCY : 107001

OFFICE OF STATE PURCHASING

AGENCY REQ NO. :
ISIS REQ NO. : 1208456
FISCAL YEAR : 02
EFFECTIVE DATE : 02/01/02
EXPIRATION DATE : 01/31/07

**MCI WORLDCOM COMMUNICATION INC
BLDG C 2
5000 TECHNOLOGY DR
WELDON SPRINGS, MO 63304**

**PRISON PAY TELEPHONE SERVICE
H-91876-YT**

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) YOU SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.

RECOMMENDING APPROVAL:

Sally Bollich
STATE/PURCHASING OFFICER/SUPERVISOR

APPROVED BY:

Sara M Grady
DENISE LEA
DIRECTOR OF PURCHASING

SPECIAL TERMS AND CONDITIONS	STATEWIDE COMPETITIVE CONTRACT	
NUMBER : 404904 T-NUMBER : 91876	VENDOR: MCI WORLDCOM COMMUNICATION INC	PAGE 2

- 1 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 2 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.
- 3 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.
- 4 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.
- 5 PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.
- 6 VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.
- 7 VENDOR SECURITY CLEARANCE PROCESS: SUCCESSFUL VENDOR MAY BE REQUIRED TO RECEIVE SECURITY CLEARANCE FOR ALL VENDOR PERSONNEL WORKING ON THE PRISON COMPOUND. SUCCESSFUL VENDOR MUST FURNISH THE FULL NAME, DRIVER'S LICENSE NUMBER, SOCIAL SECURITY NUMBER, DATE OF BIRTH, RACE AND SEX OF EACH EMPLOYEE WHO WILL BE WORKING IN THE COMPOUND. THIS INFORMATION MUST BE FURNISHED IN WRITING TO THE ADMINISTRATIVE DIRECTOR PRIOR TO COMMENCING WORK ON THE AWARDED PROJECT. A CRIMINAL HISTORY CHECK WILL BE CONDUCTED ON EACH EMPLOYEE, AND UPON APPROVAL, ID CARDS WILL BE ISSUED TO EACH EMPLOYEE. NO VENDOR PERSONNEL WILL BE ALLOWED TO WORK ON THE PRISON COMPOUND UNTIL THE ABOVE CLEARANCE APPROVAL PROCESS IS COMPLETED.
- 8 NON-EXCLUSIVITY

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

CONTRACT USAGE REPORT

SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD VENDOR IS TO BE

SPECIAL TERMS AND CONDITIONS	STATEWIDE COMPETITIVE CONTRACT	
NUMBER : 404904 T-NUMBER : 91876	VENDOR: MCI WORLDCOM COMMUNICATION INC	PAGE 3

PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT WITH COPIES OF ALL ORDERS.

THE USAGE REPORT IS TO INCLUDE THE VENDORS NAME, PHONE AND FAX NUMBERS, THE PERSONS NAME WHO COMPLIED THE REPORT, A SUMMARY BY LINE ITEM WITH QUANTITY PURCHASED AND TOTAL VALUE OF EACH LINE ITEM. ADDITIONALLY THE REPORT IS TO SUMMARIZE THE TOTAL DOLLAR VOLUME OF THE ENTIRE CONTRACT. VENDOR MAY SUBMIT COMPUTER GENERATED REPORTS AND CAN ITEMIZE BY ORDER NUMBER, BY LINE ITEM, BUT THE LINE ITEM TOTALS, CONTRACT TOTALS AND COPIES OF ORDERS ARE REQUIRED.

CONTRACT PERFORMANCE EVALUATION

IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. CONTRACTORS WILL BE EVALUATED ON THE CRITERIA LISTED IN ELEMENTS 3 THROUGH 25 OF THE CONTRACT PERFORMANCE EVALUATION FORM ATTACHED TO THIS SOLICITATION. AGENCIES THAT USE THIS CONTRACT WILL BE RANDOMLY POLLED TO COMPLETE THE EVALUATION FORM. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR CONTRACT RENEWAL OR REVISIONS AND RE-BIDDING. AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

PRICE SHEET		STATEWIDE COMPETITIVE CONTRACT			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00001	<p>UNLESS SPECIFIED OTHERWISE BELOW:</p> <p>SHIP TO: STATEWIDE DELIVERY</p> <p>COMMODITY CODE: 915-77-118245</p> <p>STATEWIDE PRISON INMATE PAY TELEPHONE SERVICE AND INMATE CALL CONTROL FOR 15 ADULT AND JUVENILE INSTITUTIONS OF THE LA DEPT OF PUBLIC SAFETY AND CORRECTIONS CORRECTIONS SERVICES.</p> <p>CONTRACTOR SHALL COMPENSATE THE STATE FOR THE ABILITY TO PROVIDE THESE SERVICES AND SYSTEMS IN ACCORDANCE WITH T#91876YT, SOL.#2149487, ADD.#01, 02, 03, & 04, AND CONTRACTOR'S PROPOSAL DATED MAY 14, 2001.</p> <p>RATE OF COMPENSATION: OPTION 1 (W/THUMBPRINT/PIN HOLE CAMERA TELEPHONE OPTION)</p> <p>PRISON PAY TELEPHONE RATE OF COMPENSATION AT RATES IN RATE SCHEDULE 1: 55%</p> <p>LIST OF CHANGES FOR CONTRACT STARTUP:</p> <p>1. A SHROUD OVER THE FINGERPRINT READER TO ENSURE PROPER FINGER/THUMB ALIGNMENT AND WOULD OFFER GREATER PROTECTION FROM VANDALISM.</p> <p>2. A PROTECTIVE COVER OVER THE PINHOLE CAMERA LENS FOR GREATER PROTECTION FROM VANDALISM.</p> <p>3. A WIDER ANGLE PINHOLE CAMERA LENS TO CAPTURE A WIDER PICTURE. AN INMATE COULD MOVE TO THE LEFT OR RIGHT, DEPENDING ON THE LENGTH OF THE TELEPHONE LANYARD, AND NOT APPEAR IN THE PICTURE.</p> <p>LIST OF ENHANCEMENTS DURING THE CONTRACT PERIOD:</p> <p>1. A SOFTWARE FEATURE TO SAVE THE REAL-TIME OPEN MICROPHONE AUDIO TO A CD, EITHER AT THE DEDICATED WORKSTATION OR A CORRECTIONS SERVICES COMPUTER.</p> <p>2. A SOFTWARE FEATURE TO EXPORT THE PHOTOS FROM THE PINHOLE CAMERA TO A CD, EMAIL ATTACHMENT, ETC. FOR OTHER USES, SUCH AS, UPDATING THE INMATE PHOTO IN THE CASE FILE. THE PHOTO COULD BE USEFUL FOR ESCAPES.</p> <p>3. A SOFTWARE FEATURE TO MANUALLY ACTIVATE THE PINHOLE CAMERA WHEN THE INMATE TELEPHONE IS NOT IN USE, SIMILAR TO THE OPEN MIKE CAPABILITY. THE ACTIVATION COULD BE USED TO CAPTURE PHOTOS OF A DISTURBANCE THAT IS WITHIN VIEW OF THE CAMERA.</p>	1	EACH	N/A	