

REQUEST FOR PROPOSAL

STATE OF LOUISIANA
 DIVISION OF ADMINISTRATION
 OFFICE OF STATE PURCHASING



BIDS WILL BE PUBLICLY OPENED:

MAY 07, 2001 10:00 AM

PURCHASING AGENCY NO. : 107001

VENDOR NO. :
 SOLICITATION : 2149487
 FILE NO. :
 OPENING DATE : 05/07/01



SEE NO. 8 BELOW. RETURN BID TO
 10:00 AM

2149487 05/07/01

OFFICE OF STATE PURCHASING
 OFFICE OF STATE PURCHASING
 POST OFFICE BOX 94095
 BATON ROUGE, LA 70804-9095

BUYER : ERNEST NUGENT, CPPB
 BUYER PHONE : (225) 342-8021
 DATE ISSUED : 03/12/01
 REQ. AGENCY : 107001 FOLD HERE-->
 OFFICE OF STATE PURCHASING
 AGENCY REQ. NO. :
 ISIS REQ. NO. : 1208456
 VENDOR PHONE :
 FISCAL YEAR : 01
 CLASS/SUBCLASS : 91577
 SCHEDULED BEGIN DATE :
 SCHEDULED END DATE :
 T-NUMBER : 91876

PRISON PAY TELEPHONE SERVICE
 H-91876-YT

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE-->
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: N/A .
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. See Details Elsewhere Herein, (See 6.2.13.1)
7. DESIRED DELIVERY: SEE DETAILS ELSEWHERE IN DOCUMENT
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

VENDOR PHONE NUMBER:
 FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.
 (MUST BE SIGNED)

NAME OF BIDDER
 (TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS**REQUEST FOR PROPOSAL**

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA
NA
NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES .

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AT:
OFFICE OF STATE PURCHASING
ONE AMERICAN PLACE, 13TH FLOOR
301 MAIN STREET
BATON ROUGE LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION. AWARD INFORMATION MAY ALSO BE OBTAINED FROM "LA PAC" WHICH IS ACCESSIBLE AT OUR WEBSITE WWW.STATE.LA.US/OSP/OSP.HTM

2 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.

3 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.

4 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.

5 DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS

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IN ORDER TO MEET SPECIFIED DELIVERY.

- 6 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.

- 7 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.

- 8 EEOC COMPLIANCE. BY SUBMITTING AND SIGNING THIS BID, BIDDER CERTIFIES THAT HE AGREES TO ADHERE TO THE MANDATES DICTATED BY TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974; SECTION 503 OF THE REHABILITATION ACT OF 1973; SECTION 202 OF EXECUTIVE ORDER 11246, AS AMENDED; AND THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES TO KEEP INFORMED OF AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS WHICH AFFECT HIS EMPLOYEES OR PROSPECTIVE EMPLOYEES.

- 9 COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI STATE AGENCIES MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, AMEND THIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO POLITICAL SUBDIVISIONS OR QUASI AGENCIES.

BIDDER HEREBY AMENDS HIS BID SO THAT ANY CONTRACT AWARDED
WILL NOT APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL
SUBDIVISIONS OF THE STATE.

FAILURE TO MARK THE ABOVE WILL CONSTITUTE A WAIVER BY BIDDER OF THE ABOVE OPTION.

- 10 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.

- 11 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

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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.

12 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 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.

CONTRACT PERFORMANCE EVALUATION

The Office of State Purchasing is evaluating the contract mentioned below and is requesting a response from your agency. Please complete the form and return by the date specified. Failure to return the form by the specified date will indicate your agency is satisfied with the contractor's performance and the contract contents. This form is designed to collect information prior to bidding or renewing and not to report deficient performance. Report all deficient performance on a Deficiency/Complaint form for immediate action. The information reported on this form will be used to determine the effectiveness of the contract and if the contract, as currently established, and the contractor's performance meets your agency's needs. Provide suggestions and any additional comments on how we can improve the contract on the reverse side of this form or on an attachment. We suggest that you work as a team with your accountant(s) and end user(s) to answer the questions for each awarded vendor.

Email this form to _____, State Purchasing Officer at _____@doa.state.la.us (telephone number _____) or mail to Division of Administration, Office of State Purchasing, P. O. Box 94095, Baton Rouge, LA 70804-9095 or fax to (225) 342-8688 by _____.

Agency Name: _____ Name and Title of Evaluator: _____

Evaluator's Telephone No.: _____

Contract No.: _____ Expiration Date: _____ Vendor(s): _____

| INSTRUCTIONS: | | RESPONSE: | | |
|--|---|---------------------------|----|-----|
| Review each element and indicate if the contract meets your agency's need by responding with a Yes, No, or N/A (not applicable). Comments are requested on all "No" responses on questions 3 through 29 and question 1 when appropriate. For additional assistance contact the State Purchasing Officer indicated above. | | Check the appropriate box | | |
| Contract Usage | | Yes | No | N/A |
| Usage | 1. Contract Used by your Agency? If "no", not necessary to complete this form unless existing contract can be altered to meet your needs. If so, please provide comments. 2. If "yes", is contract used to fulfill all of your needs for this type of commodity? | | | |
| Contractor Performance Elements | | | | |
| Customer Service | 3. Adequate accessibility – phone orders, fax lines, e-mail, etc. | | | |
| | 4. Customer service support staff availability | | | |
| | 5. Vendor representative knowledgeable of contract items or service | | | |
| | 6. Customer service is courteous and professional | | | |
| | 7. Phone calls returned timely | | | |
| Delivery | 8. Support on technical matters provided | | | |
| | 9. Vendor acceptance of State procurement card (if agency applicable) | | | |
| | 10. Meets delivery time | | | |
| | 11. Delivers specified items | | | |
| | 12. Delivers packaging units specified | | | |
| | 13. Frequent backorders | | | |
| | 14. Proper notification of backorders | | | |
| | 15. Timely delivery of backorders | | | |
| Product Quality | 16. Delivers proper quantities | | | |
| | 17. Delivery discrepancies resolved in a timely manner | | | |
| Billing | 18. Product delivered undamaged | | | |
| | 19. Product documentation included (instructions, tech. literature/manuals, MSDS) | | | |
| | 20. Products are reliable and durable | | | |
| Overall Contractor Performance Rating | 21. Accuracy of billing (cost and item) | | | |
| | 22. Accuracy of packing slip | | | |
| | 23. Prompt billings | | | |
| | 24. Prompt credits | | | |
| | 25. "Bill to" proper agency/customer with required reference numbers (CRO, etc.) | | | |
| Overall Contractor Performance Rating Very Satisfactory <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Poor <input type="checkbox"/> | | | | |
| Contract Content Elements | | | | |
| Content | 26. Delivery requirements on current contract meet agency's needs | | | |
| | 27. Products currently specified meet agency's needs | | | |
| | 28. Specifications, as written, meet agency's needs | | | |
| | 29. Additional items needed? Add on back of form or an attachment | | | |

1.0 SCOPE

1.1 DESCRIPTION OF EQUIPMENT, SYSTEM, OR SERVICE TO BE PROVIDED

This bid document solicits bid responses for the acquisition of statewide prison inmate pay telephone service and prison inmate call control systems for fifteen (15) adult and juvenile institutions of the Louisiana Department of Public Safety and Corrections, Corrections Services. The selected bidder shall compensate the State for the ability to provide these services and systems.

1.2 NON-EXCLUSIVE CONTRACT

This is not an exclusive contract.

1.3 GUARANTEE OF QUANTITIES OR CONTRACT USE

Quantities that may be used in this bid document are for evaluation or informational purposes only. The State does not guarantee that these quantities shall be purchased from the contract.

Included in Section 8 is a spreadsheet listing the numbers of inmates, inmate telephones, and projected bed space expansion at the adult and juvenile institutions for the next four fiscal years. The State reserves the right to add additional institutions during the term of the contract.

Also included in Section 8 is a spreadsheet listing the number of calls, call minutes, and revenue generated during the current contract beginning in October 1996.

2.0 BID RESPONSE PREPARATION/SUBMITTAL INSTRUCTIONS

2.1 DEFINITIONS

Bid Document - for the purposes of this document, is defined as the document used to solicit bids or proposals and may mean either an Invitation to Bid (ITB) or a Request for Proposals (RFP).

Bid Response - for purposes of this document, is defined as the document submitted by a vendor in response to an ITB or an RFP.

Bidder - for purposes of this document, is defined as a person who submits a bid in response to an ITB or a proposal in response to an RFP.

Contractor - means any person having a contract with a governmental body.

Correctional Agency - is defined as a jail, detention center, prison, or other facility used to house inmates.

Emergency - means a failure of a local or remote processor that renders the system incapable of performing its normal functions or a failure of fifty (50) percent or more of the inmate telephones in one dormitory/camp.

Gross Billed Revenue - means actual charges to end users/responsible parties for all call types from inmate telephones by the Contractor.

OTM Project Manager - may mean an employee of OTM who has been assigned as project manager to a specific project or an OTM-designated representative; i.e., an employee of another state agency other than OTM.

Service Offering - for purposes of this bid document, is defined as the bidder's past and present performance (including any knowledge OTM may have regarding the bidder's performance on State projects/contracts), the bidder's experience and qualifications, as well as the bidder's proposed solution to the State's needs and stated desirable features/functions, as applicable.

Shall - denotes a mandatory requirement, per Louisiana Revised Statute 39:1556, Paragraph 21.

2.2 CALENDAR OF EVENTS

| | |
|--------------------------------|---|
| Release Bids: | March 14, 2001 |
| Pre-Bid Site Inspection: | See Section 2.5 |
| Pre-Bid Conference: | 9:00 A.M., March 28, 2001 OTM-150 3 rd St., 12 th FL CR Baton Rouge, LA |
| Deadline to Receive Inquiries: | April 9, 2001 |
| Deadline to Answer Inquiries: | April 23, 2001 |
| Bid Opening: | May 7, 2001, 10:00 A.M. |

2.3 BID DOCUMENT INQUIRIES

All written inquiries delivered to the address below and received by the deadline in the Calendar of Events shall be answered in writing.

Nancy Jordan
Procurement Officer
Office of Telecommunications Management
P. O. Box 94280, Capitol Station
Baton Rouge, LA 70804-9280
FAX # (225) 342-7984

A copy of such inquiries should be delivered to:

Ernest Nugent
State Purchasing Officer
State Purchasing-Division of Administration
P. O. Box 94095, Capitol Station
Baton Rouge, LA 70804-9095
FAX # (225) 342-8688

2.4 PRE-BID CONFERENCE

Bidders are encouraged to attend a pre-bid conference at the appointed site and date specified in the Calendar of Events section.

2.5 PRE-BID SITE INSPECTION

Bidders are encouraged to visit the Dixon Correctional Institute (DCI) at Jackson to determine the locations of the current inmate call control equipment. DCI presently has two BellSouth central demarcations, one at the main prison complex and a second demarcation several miles away. Consequently, the present Contractor has two inmate call control systems to manage the inmate telephones at both locations. DCI staff has expressed an interest in having only one inmate call control system, located at the main prison complex, to manage the inmate telephones at both locations. A site visit to DCI is recommended to determine the costs and time required to provide a single system.

Bidders are also encouraged to visit the Louisiana State Penitentiary at Angola to inspect the location. This facility has the most complex wiring plan. Bidders are encouraged to visit any of the other institutions if necessary. To schedule an inspection at any facility, contact Mr. Terry Clair at telephone number (225) 342-8782.

2.6 NUMBER OF COPIES SUBMITTED

Each bidder shall submit one original and should submit two copies of the bid response.

2.7 DELIVERY OF BID RESPONSES

All copies of each bid response shall be mailed or hand delivered. If mailed, the address is:

State Purchasing-Division of Administration
P. O. Box 94095, Capitol Station
Baton Rouge, LA 70804-9095

If hand-delivered, the address is:

State Purchasing-Division of Administration
13th Floor - One American Place
301 Main Street
Baton Rouge, LA 70802

2.8 BLANK

2.9 JOINT BID RESPONSES

A joint bid response (two or more bidders quoting jointly on one bid response) may be submitted, and each participating bidder shall sign the joint bid response. If the contract is awarded to joint bidders, there shall be one contract issued to the joint bidders. Each joint Contractor shall agree to take necessary action to ensure that all the obligations of the contract are met. Specifically, in the event the State determines that one or more of the joint Contractors has not met the obligations under the contract, the other joint Contractor shall take necessary actions to ensure that the obligations of the contract are met at no additional cost to the State and with the understanding that if a replacement Contractor is utilized, the replacement Contractor shall comply with all terms and conditions of the bid document and contract. Further, in the event the State requires a performance guarantee, the joint bidders shall submit a single performance guarantee issued in the names of all joint bidders. In the event any of the joint Contractors do not meet the performance requirements, the State shall have the option to make claim up to the limit of the guarantee. The joint Contractors shall also designate, in writing, one Contractor that shall function as the single point of contact concerning all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among the joint Contractors.

2.10

CONFIDENTIALITY

Bid responses submitted in response to this bid document may contain trade secrets and/or privileged or confidential commercial or financial information which the bidder (or his subcontractor) does not want used or disclosed for any purpose other than evaluation of the bid response. The use and disclosure of such data may be restricted, provided the bidder marks the cover sheet of the bid response with the following legend, specifying the pages of the bid response which are to be restricted in accordance with the conditions of the legend:

"The data contained in Pages ____ of the bid response have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this bidder as a result of or in connection with the submission of this bid response, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the bidder, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL."

It should be noted, however, that data bearing the aforementioned legend shall be subject to release under the provision of the Louisiana Public Records Law, L.R.S. 44.1 et. seq. The State of Louisiana assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose. It should be noted that any resultant contract shall become a matter of public record.

However, the State reserves the right to make any bid response, including proprietary information contained therein, available to OTM, the Office of State Purchasing personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the bid response. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

2.11 BID OPENING

Bid responses shall be opened publicly at the Office of State Purchasing at the date and time indicated in Calendar of Events, Section 2.2. Only names of the bidders submitting bid responses shall be read.

3.0 BID DOCUMENT REQUIREMENTS

3.1 BIDDER REQUIREMENTS

3.1.1 BIDDER QUALIFICATIONS

The State desires that the bidder has been in the business of providing inmate telephone service including inmate call control systems for an extended period of time.

The State desires that the bidder has provided or is currently providing inmate telephone service including the inmate call control system for three (3) customers.

The State desires that, for at least one of these customers, the bidder has provided inmate telephone service including inmate call control systems in a multi-year contract (2 or more years) and/or is currently providing service in the third year of a multi-year contract for a Correctional agency.

The State desires that, for at least one of these customers, the bidder has provided (or is providing) inmate telephone service for at least one hundred (100) inmate telephones under the same contract.

The State desires customer references of the same size, scope, and content of this bid document. Information received from the references shall be evaluated to determine the extent and quality of the bidder's past and present performance, experience, and qualifications. The State shall contact the references to determine bidder's qualifications, experience, and ability to meet contract obligations.

If more than three (3) references are submitted, only the first three (3) shall be evaluated. If any of the references cannot be contacted after repeated attempts, the bidder shall be contacted for assistance.

The bidder should provide this information in Section 7.

Bidders are encouraged to supply relevant information concerning their qualifications to perform work under this contract and any value added benefits of their service offerings. This information should be provided in narrative form in Section 7 with the bid response.

3.2 TECHNICAL REQUIREMENTS

3.2.1 GENERAL

All work performed in the institutions shall be conducted to avoid any interference with normal operations of the correctional facilities. The Contractor shall make every effort to comply with all rules of the institution to protect public safety.

Included in Section 8 is Corrections Services' department regulation on inmate telephone use and the monitoring of inmate telephone calls.

Corrections Services reserves the right to request installation of additional pay telephones or removal of installed pay telephones during the contract term. The Corrections Services agrees that it shall make no unreasonable request for the installation of the pay telephone. Should the Contractor dispute the reasonableness of any such request, the Contractor may request a contract controversy hearing with the Office of State Purchasing. See Section 6.2.12.

The State desires that the prison inmate pay telephone service and prison inmate call control system offer 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. The State desires a single statewide system, compatible across all adult and juvenile institutions, for prison pay telephone and call control services. The State desires 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. The State desires to acquire long-term, cost-effective, and state-of-the-art system and services that shall meet the agency's changing needs and future changes in this technology.

The bidder should provide a narrative describing the system's capability to meet these desirable features and functions. This information should be provided in Section 7.

3.2.2 RATES CHARGED

The rates charged by the Contractor to the end user/responsible party for prison pay telephones and operator services shall be charged at the rates itemized in Section 8 for the applicable schedules. These rates shall remain firm during the term of the contract unless:

- If the Louisiana Public Service Commission (LPSC) or the FCC issues regulations that mandate lower rates, the Contractor shall be required to decrease the affected rates immediately. The State and the Contractor shall immediately enter into negotiations to adjust the percentage of rate compensation in accordance with procedures in Section 6.2.12.
- If Corrections Services determines that it is in the best interest of the State to change from one Rate Schedule to another (for example, decrease rates charged from Rate Schedule 1 to Rate Schedule 3), the Contractor shall be required to comply with this determination. The rate of compensation percentage shall be adjusted in accordance with the applicable Rate Schedule. The Contractor shall be notified in writing by Corrections Services and shall begin charging the new Rate Schedule rates within sixty (60) calendar days after receipt of notification.

3.2.3 SYSTEM FEATURES

3.2.3.1 MANDATORY SYSTEM FEATURES

The system shall:

- operate twenty-four (24) hours a day, 365/366 days a year.
- have an automatic restart function with no loss of data when electrical power is restored after a power failure.
- have continuous on-line self-test diagnostics and error reporting.
- immediately notify Contractor with audible alarms when there is a system failure.
- allow for software upgrades via a modem connection.
- have automated daylight savings/standard time adjustments.

- be completely integrated/compatible with existing inmate voice monitoring and recording system (Global Tel*Link's LazerVoice System).
- provide for all dates, times, telephone numbers, and PIN numbers logged onto inmate call control system to be synchronized with dates, times, telephone numbers, and PIN numbers logged onto existing inmate voice monitoring and recording system.
- limit inmate calls to collect calls only. Telephone service shall be one-way, out-going only. Direct dialed calls of any type shall be prohibited.
- block access to groups of numbers such as those numbers with the prefixes 800, 877, 888, 900, 976, etc., and 10-10-XXX numbers.
- block access to emergency numbers such as 311, 911, etc. System shall block access to directory assistance numbers such as 411.
- block access to international calls.
- block or remove a block on any telephone numbers chosen by the institution. Blocking and unblocking shall be Department wide, institution wide, or by inmate DOC number.
- block inmate telephones from sending "Caller ID" information.
- support the placement of collect calls as station-to-station and as person-to-person via an automated operator function of the system.
- clearly prompt the inmate to select the type of collect call to be placed (station-to-station or person-to-person). If passive selection techniques are used, the default shall always be station-to-station.
- if the inmate selects a person-to-person call, prompt the inmate to record the calling party's name and his/her name. The called party shall receive an announcement to the effect that "This is a collect, person-to-person, call for (called party's name) from inmate (inmate's name) at (the institution's name). Will you accept the call? If so, say 'yes' or press 1. If you do not wish to accept the call, please hang up." The system shall not allow for passive acceptance of any calls.

- have an automated operator that shall provide called/billed party acceptance and refusal techniques for touchtone and rotary dial called party telephones. Passive acceptance techniques shall not be utilized. The caller's microphone shall be turned off until the call is accepted. The automated operator shall utilize either speech recognition or touchtone and rotary pulse detection for acceptance or rejection of the call. If the called party does not provide a required response (positive or negative) within 10 seconds, the automated operator may replay the call information or disconnect the call. Under no circumstances shall the automated operator complete the call and bill the proper party without positive acceptance of the call from the called party. Billable time for these calls shall begin when the called party has positively accepted the call and the caller's microphone is activated.
- if the inmate makes a station-to-station call, provide a pre-recorded announcement on the initial response to the called party as to the origination of the call to the effect that "This is a collect call from inmate (inmate's name), at (the institution's name). Will you accept the call? If so, say 'yes' or press 1. If you do not wish to accept the call, hang up."
- not allow an inmate to speak to the called party until the call has been accepted.
- use the Department's inmate identification number (DOC number) as the PIN number. The DOC number is eight digits in length.
- restrict each inmate to an approved list of telephone numbers as per the Department's regulation on Inmate Telephone usage (Department Regulation B-08-001). System shall be capable of limiting an inmate's usage to an individual telephone or a group of telephones.
- at the discretion of the Warden, allow inmates to create their own approved telephone lists via the inmate telephones. The Warden can allow all inmates to create their own lists or limit it to a dormitory or camp. During time periods determined by the Warden, inmates may dial the telephone numbers they want on their approved lists, the system shall call the selected telephone number, and the called party shall give its approval for inclusion on the inmate's approved telephone list.
- if a decentralized system is used, electronically transfer an inmate's approved telephone list and blocked numbers from the on-site equipment at the sending institution to the on-site equipment at the receiving institution, eliminating the need to reenter the information at the receiving institution.

- restrict continuous calls to the same telephone number based on time and frequency parameters as determined by the Warden.
- provide the capability to set time limits in one-minute increments from one (1) to sixty (60) minutes. System shall provide the capability for Corrections Services personnel to set time limits for each telephone. This capability shall allow a Warden to set time limits for individual telephones, groups of telephones in a dormitory/camp, and the entire institution.
- be capable of producing a random message to be played as prescribed by Corrections Services. This message shall be played in five (5) minute intervals for a total of three (3) times during a fifteen (15) minute call. In each five (5) minute interval, the message shall be played at random times. The message should say, "You are talking to an inmate from (the institution's name). Any attempt to add another party in this conversation shall result in the call being terminated immediately." The Warden may desire a more local message; therefore the need for flexibility shall be necessary. Sound level shall be adjustable.
- be capable of having a termination beep and message (at a time to be determined by the Warden) before the time expires, e.g., "You have one more minute to complete your call. At that time your call shall be disconnected."
- have sufficient sound so that both parties can easily hear each other. The State expects industry standards to be adequate. This sound level shall meet the approval of the Warden. Contractor shall be required to provide sound enhancing and/or noise suppression equipment at the request of the Warden at no cost to the State. Equipment shall have adjustable control settings that are set by the Contractor's technicians only.
- meet the North American Telephone Transmission Standards for voice quality network switched lines.
- excluding computer workstation, be programmed on a timer so that the telephones shall be turned on and off at designated times. System shall be flexible so that times and days may be changed to coincide with holidays and weekends. Corrections Services personnel shall be trained by the Contractor and allowed to make these changes at no additional cost to the State.

- be capable of providing call detail for each institution so that the calls may be reviewed by immediate access to call detail via the Contractor-provided PC/printer. Every two years, to avoid obsolescence, the Contractor shall replace the Contractor-provided PC/printer at each institution.
- include detailed call reporting onsite by Contractor-provided PC/printer at each institution that shall record every attempted and completed call. System shall generate a print review of a single day's call activity report within one minute of request.
- provide online, onsite storage of inmate call detail records for three years at each institution of its call detail records.
- provide a centralized database where all call records are stored for three years. The central database shall be used by institution/Headquarters' staff for multi-institutional needs.
- export call detail records to an application database, such as Microsoft Access, to support internal prison information system.
- provide flexible network design for access from within the Corrections' wide area network and each institution's local area network.
- allow multiple Corrections' personnel access to reports. (See Section 6.2.7). These multiple users shall have access to the system without interfering with simultaneous processing and storing of call detail information.
- provide standard reports by time, date, channel, origination number, destination number, PIN # (DOC #), groups, duration of call, call status (e.g., call terminated because of time limit, call blocked, call denied, call accepted, etc.), dormitory, camp. System shall be capable of searching for a partial telephone number: by area code only, three-digit local calling area only, last four digits of a telephone number only, or any combination of the three.

3.2.3.2 DESIRABLE SYSTEM FEATURES

The State desires that the Contractor offer a prepaid telephone service option that provides the same level of security and control as described in this bid document for the call control system. If a prepaid service option is proposed, the service shall be sold over the counter at the institution.

The bidder should provide the rate of compensation, rate schedules, purchase price of service, and a description of prepaid telephone service features and functions in Section 7.

3.2.3.3 TELEPHONES

The Contractor shall:

- provide, at the discretion of the Warden, in high density living areas or other locations designated by the Warden, telephones that have the following three features: fingerprint identification capability, open microphone capability, and pinhole camera capability. These telephones shall represent approximately 90% of the total inmate telephones at each Institution. The system shall be capable of disabling these features for individual telephones, groups of telephones, or all telephones at that Institution. The telephones shall still be operable when these features are disabled. The telephones shall still be operable if a system malfunction prevents any or all features from operating properly.
- install inmate telephones in areas other than living areas, such as the infirmary, as determined by the Warden.
- provide telephone sets that are standard coinless, with heavy gauge steel and with vandal-resistant covering with a lanyard length to be determined at the discretion of each Warden.
- provide at least one (1) telephone set for every twenty (20) inmates. Wardens shall make the final decision on the number of telephones at his/her institution. See Section 8 for institution locations, number of inmates, and number of telephones. The State reserves the right to increase the ratio of telephone sets to inmates at any time during the term of the contract.
- provide telephone sets that are powered through the telephone line and require no additional power source.
- provide for manual off and on switches for each individual telephone in a dormitory or camp. Switches shall be placed in a designated spot chosen by the Warden. All telephone calls terminated through the switches shall be disconnected immediately.

- provide one or more high quality (900 MHz, 2.4 GHz, etc.) cordless pay telephone instruments per institution as requested by the Warden for use in areas such as the infirmary, dormitories, or cell blocks. Commissions shall be paid by the Contractor for all calls made from these cordless pay telephones.

3.2.3.4 WIRING

The Contractor may use existing wire and conduit to install the Contractor's pay telephones and equipment. Contractor shall be responsible for the maintenance and support of that existing wire and conduit to insure service for his pay telephones and equipment.

When new pay telephones are ordered by the State for installation, it shall be the Contractor's responsibility to furnish and install all wiring, conduit, connections, and terminations necessary to provide a fully operational telephone from the pay telephone location to the demarcation point, at no additional cost to the State.

Any Contractor-supplied wiring, conduit, connections, and terminations shall become the property of the State at the termination of the contract.

3.2.3.5 AMERICANS WITH DISABILITIES ACT REQUIREMENTS

The Contractor shall install and provide portable Telecommunications Devices for the Deaf (TDD) and other communication devices in designated areas as required under the Americans with Disabilities Act (ADA) as outlined in the Uniform Federal Accessibility Standards (UFAS) or ADA Accessibility Guideline (ADAAG). TDD devices shall have paper printout capabilities that include printout of the telephone number called, date and time, and inmate's PIN (DOC) number. Any cost associated with installing such devices shall be borne by the Contractor. Any telephone dedicated for TDD use shall be restricted to toll-free numbers reserved for TDD access. For TDD calls, the automated voice prompts and random messages shall be suppressed.

The Contractor shall bear all responsibility for bringing all pay telephone equipment (new and replaced) located at the institutions into complete adherence with any and all standards established in the American Disabilities Act for new installation. No "grandfathering" of existing locations shall be allowed. Contractor shall be responsible for ADA adherence during the entire term of the contract, including renewals.

3.2.4 CUSTOMER SERVICE AND SUPPORT

3.2.4.1 CORRECTIONS SERVICES

The Adult Reception and Diagnostic Center (ADRC) located at the Elayn Hunt Correctional Center (EHCC) in St. Gabriel, LA serves as the primary intake and screening facility for all new inmates entering the DOC system.

The Contractor shall assign one full-time contract employee to be domiciled at EHCC to coordinate all of the Contractor's system installations, maintenance, and administration for the inmate telephone systems. This contract employee shall be responsible for the inputting the DOC numbers for all inmates, and inputting and revising the approved telephone lists for all inmates. This contract employee at EHCC shall provide these services during the entire contract term, including renewals.

The Louisiana State Penitentiary (LSP) at Angola, LA houses 5,100 inmates in a main prison complex and outlying camps. There are approximately 270 inmate telephones located throughout LSP.

The Contractor shall assign a second full-time contract employee to be domiciled at LSP with primary duties to troubleshoot and repair the Contractor's system and telephones at LSP. Secondary duties, in order of priority, shall be: 1) inputting the DOC numbers for all LSP inmates, and inputting and revising the approved telephone lists for all LSP inmates, 2) troubleshooting and repairing the Contractor's systems and telephones at other DOC institutions, and 3) serving as a backup to the full-time contract employee at EHCC. This contract employee at LSP shall provide these services during the entire contract term, including renewals.

3.2.4.2 BILLED PARTY INQUIRIES

The Contractor shall provide a toll free customer service number for billed parties' billing inquiries. The Contractor's employees who are staffing the customer service number shall be knowledgeable about and familiar with inmate calling services and with this contract in particular. The toll free customer service number shall appear on the end user's/responsible party's bill. The State shall not be responsible for reconciling any billing inquiries with third parties. This function shall be the total responsibility of the Contractor.

3.2.5 FRAUDULENT CALLS

The Contractor shall compensate the State for all completed calls, even those which may be determined to have been made under fraudulent conditions. The State shall make reasonable attempts to assist the Contractor in identifying those parties responsible for fraudulent calls. The Contractor shall hold the State harmless for any costs associated with fraudulent calls.

3.3 EQUIPMENT/SERVICE PROVISION REQUIREMENTS

3.3.1 DELIVERY

Whenever new pay telephones are ordered by the State after conversion from the existing Contractor to the new Contractor, the pay telephones shall be installed and made operational no later than twenty (20) calendar days after receipt of order (ARO). However, the State desires a shorter installation interval. If new installations are not completed and operational within thirty (30) calendar days, liquidated damages shall apply. The bidder should indicate a guaranteed installation/operational interval for new pay telephones in Section 7.

See section 3.3.2.2, Implementation Plan, for additional delivery requirements.

3.3.2 IMPLEMENTATION

3.3.2.1 INTERFACE WITH COMMON CARRIER

The Contractor shall be responsible for all arrangements to interconnect the system proposed to the Common Carrier system and shall coordinate all such arrangements with the OTM Project Manager.

3.3.2.2 IMPLEMENTATION PLAN

The State desires that the bidder provide a detailed implementation plan that addresses all aspects of the conversion effort from the current Contractor to the new Contractor. The State desires that this plan illustrate a thorough understanding of the conversion effort to be undertaken to insure a relatively trouble free implementation of prison pay telephone services. The State desires that the transition cause as minimal disruption and downtime at each institution as possible. The State desires that the entire conversion effort take no more than ninety (90) calendar days. The plan should be submitted with the bid response in Section 7. The plan should include milestones for each institution to show the orderly progression of events and cutover of the system to service,

i.e., site survey, equipment delivery, installation of cable and equipment, notification to Corrections Services confirming cutover date, system test, system training, system cutover, system performance, delivery of documentation, and system acceptance. The preceding should be expressed as dates, not as increments of time. Installation shall not begin until all implementation schedules have been received and approved by the OTM Project Manager. The implementation plan shall show the cutover date for each institution's system, as agreed to by the Contractor, agency, and the OTM Project Manager. The installation of systems may be performed in stages, such as groups of systems by institutions in a region of the State; however, any installation schedule shall be agreed upon by all parties.

If a satisfactory installation schedule cannot be agreed upon, the State reserves the right to cancel the contract and rebid the entire project.

Due to the necessity for the gradual phasing in of users of the current contract to the new contract, there shall be two periods of time in which both contracts are in effect. These periods shall be known as transition periods during which new orders shall be placed with the new Contractor while service continues with the old Contractor. No new orders shall be placed with the old Contractor. These periods are anticipated to take approximately ninety (90) calendar days each. At the end of the transition periods, service with the old Contractor shall be discontinued and all new and continuing orders shall be placed with the new Contractor. During the transition period, each Contractor shall compensate the State for services provided.

3.3.3 INSTALLATION

3.3.3.1 PRE-INSTALLATION MEETING

Upon request by the State, the Contractor shall be required to attend a pre-installation on-site meeting with representatives of the user-agency and OTM before the project commences at no cost to the State.

3.3.3.2 BLANK

3.3.3.3 SITE RESTORATION

The Contractor shall be responsible for restoring each worksite to its original condition.

3.3.3.4 TEST REQUIREMENTS

The Contractor shall perform the standard system manufacturer's tests prior to system acceptance at each institution.

3.3.3.5 EXECUTION OF WORK

The Contractor shall provide a sufficient number of personnel, including all subcontractors, who possess the vital experience and skills necessary to perform the contracted work and shall not arbitrarily remove skilled and experienced personnel from any state project during the term of the contract and any renewals. Contractor personnel changes which adversely impact the work in any manner may be cause for cancellation of the contract for default.

The work shall be executed in a satisfactory and workmanlike manner and at a rate of progress sufficient to ensure completion within the contract period. The State may inspect the work's preparation, progress, and manner of execution. The Contractor shall provide to the OTM Project Manager the name of a job site superintendent who shall work with the OTM Project Manager to remedy any problems.

3.3.4 SYSTEM CUTOVER

The Contractor, agency, and OTM Project Manager shall agree on a date and time for cutover for each institution. The OTM Project Manager shall approve in writing that the Contractor can proceed with cutover at the institution.

Corrections Services recognizes that there shall be system downtime during the cutover at each institution. Downtime should be minimized, and the Contractor should provide in writing to the institution's Warden a proposed cutover schedule listing the action items and the estimated amount of time to complete each item.

3.3.4.1 CONDITIONS REQUIRED FOR OTM TO ACKNOWLEDGE CUTOVER COMPLETION

Cutover at an institution shall not be considered complete until these conditions are met:

- a. The system has been delivered and installed.
- b. The system, services, and features are fully operational.

- c. The system has passed all manufacturer's system tests and/or all OTM's prescribed tests.
- d. Agency users have received training, as designated.
- e. Any other requirements as may be specified herein.

3.3.4.2 DISPOSITION OF EXISTING SYSTEMS

The OTM Project Manager shall be responsible for coordinating the disconnect and removal of the existing pay telephones and inmate call control systems. The existing system shall be disconnected no earlier than one day after the scheduled cutover in the event of a flash cutover. In the event existing cable is used, the existing system shall be disconnected on the cutover date.

Dual service (half-tap), if required by the user agency, shall be requested by the OTM Project Manager on the central office circuits from the system test date until the disconnect date of the existing system.

The new Contractor may purchase the existing pay telephones from the current Contractor for use with the new Contractor's inmate call control system. If the new Contractor does purchase the existing pay telephones, the new Contractor shall keep compatible keypads, receivers and lanyards, hook switches, etc., in inventory.

3.3.4.3 ACKNOWLEDGEMENT OF CUTOVER COMPLETION

The OTM Project Manager shall notify the Contractor in writing that cutover has been completed. Performance period shall begin upon date of cutover completion.

3.3.5 PERFORMANCE PERIOD

The system installed at each institution shall undergo a performance period of thirty days, or a shorter period of time as determined by the Warden at the institution. The system shall complete 99.0 percent uptime to constitute a successful performance period.

Up-time percentage is computed by dividing the total hours (or fraction thereof) the system was available and functioning by the total hours (or fraction thereof) in the performance period. Downtime for each incident shall start from the time

Corrections Services contacts the Contractor's designated representative until the equipment is returned to normal operating condition. Downtime is defined as the time a system has a critical problem as defined herein. The State shall maintain records to satisfy the requirements of the performance period.

3.3.6 ACCEPTANCE DATE

The day upon which a successful performance period is completed shall be known as the acceptance date, and warranty shall begin. The OTM Project Manager shall acknowledge in writing the date of acceptance.

3.3.7 YEAR 2000 COMPLIANCE

All services procured by the State shall be year 2000-compliant. This means that the systems, equipment, and software utilized to provide the contracted service shall not cease to operate, operate abnormally or produce incorrect results prior to, during, or after the year 2000 as a result of processing, storing or displaying date data.

Prior to award, the successful bidder shall certify that any service being provided is year 2000-compliant by reading, signing, and dating the Certification Statement enclosed herein. If the successful bidder cannot provide certification, the bidder shall indicate the date on which the necessary year 2000-compliant service upgrades shall be made available to the State at no additional cost. In no case shall this date be later than the bid opening date.

Billing information, whether supplied on magnetic tape or as a hard copy produced by the contractor's or his/her subcontractor's software, shall be required to provide fault-free performance in the manipulation of data with dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user. All software products utilized to provide billing data shall successfully transition into the year 2000 with the correct system date, without human intervention, including leap year calculations. Processing of date and date-related data shall include, but not be limited to, calculating, comparing, and sequencing.

All reports, including usage and traffic reports, whether supplied on magnetic tape or as a hard copy produced by the contractor's or his/her subcontractor's software, shall be required to provide fault-free performance in the manipulation of data with dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user. All software products utilized to provide reports shall

successfully transition into the year 2000 with the correct system date, without human intervention, including leap year calculations. Processing of date and date-related data shall include, but not be limited to, calculating, comparing, and sequencing.

3.3.7.1 CERTIFICATION STATEMENT

Bidder certifies that the products acquired under this contract presently meet all the Year 2000 compliance criteria specified by the State. Year 2000 compliance is defined as follows:

- 1) All dates stored by the product on external media shall be stored in a standard date format that includes a 4 digit year representing century and year (CCYY) or some other date format that accomplishes Year 2000 compliance.*
- 2) The product shall not end abnormally or give incorrect results during operation prior to, during or after the year 2000 as a result of processing, storing, or displaying date data.
- 3) Any date calculation software provided by the bidder shall produce correct results processing date data within and between the twentieth and twenty-first centuries. This would include any software provided for: computation of date range (time) periods, computation of future dates, leap year determinations, day-of-week determinations, day-of-year determinations, collating sequences used in sorts and merges, comparisons determining which date is earlier or later, and any other usual manipulations of date data.
- 4) The term "product" as used herein refers to those goods or services supplied by the bidder under this contract. The bidder shall not be held responsible for errors introduced by failure of other products that may exchange data with bidder's product.

Notwithstanding any other provisions to the contrary regarding warranties or remedies for breach, the remedies available to the State shall include forthwith repair or replacement of any provided product whose non-compliance is discovered and reported by the State to the Bidder.

Bidder Authorized Signature Date

*If date format other than the standard 4 digit year representing century and year (CCYY) is used, bidder should indicate the method to be used to accomplish Year 2000 compliance:

3.3.7.2 SUBMISSION OF CERTIFICATION

The successful bidder shall be required to submit the Certification Statement to the State prior to award.

Failure to provide the signed Certification Statement by the State-designated deadline shall result in a rejection of the bid response.

3.4 BLANK

3.5 TRAINING REQUIREMENTS

The Contractor shall:

- provide all end-user (inmate telephone liaisons, investigative officers, assistant wardens, etc.) training at no cost to the State.
- provide all end-user training onsite at the institutions.
- provide initial training at contract startup, training for new employees throughout the contract period, and refresher training for previously trained employees throughout the contract period, upon request by the State.
- provide additional training to existing staff if a major software enhancement/modification significantly impacts the use of the system.
- provide training to end-users on how to generate system reports.
- provide training on how to maintain inmate approved telephone lists and block telephone numbers, if an institution elects to maintain its own lists and numbers.
- provide written training materials to students as part of the end-user training.

The State desires to receive thorough and dependable training from the Contractor. The bidder should describe the training program in Section 7.

3.6 DOCUMENTATION REQUIREMENTS

The Contractor shall provide training materials as described in Section 3.5.

4.0 PRICING SPECIFICATIONS

4.1 PRICING SPECIFIC TO THE BID DOCUMENT

4.1.1 RATE OF COMPENSATION

The bidder shall provide a rate of compensation at the call rates described in Rate Schedules 1 through 4 on the form in Section 7. The rate of compensation shall be stated as a percentage of the Contractor's gross billed revenue from all completed calls at the Rate Schedules 1 through 4 rates in Section 8. The percentages quoted may be different for each Rate Schedule. It is permissible for the bidder to quote a zero percentage. All percentages shall be stated in whole numbers; i.e., 50% not 50.1%. Negative compensation rates shall not be acceptable; bid responses submitted with negative compensation rates shall be rejected.

The State desires that the bidder's compensation percentages at Rate Schedules 2, 3, and 4 in Section 8 be as high as possible.

If the bidder is providing a prepaid telephone service option, the bidder shall provide a rate schedule and a rate of compensation for calls made using prepaid telephone service. This information should be provided in Section 7.

5.0 EVALUATION AND AWARD

5.1 GENERAL

5.1.1 NO AWARD

The State reserves the right to cancel the bid document and not award to any bidder.

5.1.2 ADDITIONAL INFORMATION

The State reserves the right to require additional information from bidders and to conduct necessary investigations to determine responsibility of bidders or to determine accuracy of bid response information. If additional information is requested, the bidder shall furnish it within the State's stipulated deadline. Failure to do shall result in rejection of the bid response.

5.2 CRITERIA

5.2.1 ADMINISTRATIVE AND TECHNICAL COMPLIANCE

All bid responses received as a result of this bid document shall be subject to review for the purposes of selecting a bidder to whom a contract shall be awarded. No information shall be given out concerning the ultimate outcome while consideration of the award is in progress.

The successful bidder shall meet all mandatory administrative and technical requirements.

5.2.2 SPECIFIC CRITERIA (WEIGHTED)

Compensation. The maximum points, sixty (60), for this criteria shall be awarded to the bidder who bids the highest percentage of compensation for Rate Schedule 1.

Service Offering. Bidders who are found to be technically and administratively compliant shall be assigned points in the Service Offering category. Points shall be assigned based on how well the bidder's service offering meets or exceeds the stated desirable features/functions, the State's perceived value of the service offering, and how well the bidder's overall service offering compares to the service offerings of other bidders eligible to receive points in this category.

As part of the service offering evaluation, each bidder's inmate control system shall be subjected to a performance evaluation in order to determine its ability to prevent the called party from adding a third party to a call from an inmate. Any failure shall result in loss of points in the Service Offering Category.

1. The total number of test calls shall not exceed twenty (20).
2. The test shall encompass both digital and analog technologies.
3. The test shall encompass both central office and customer premise equipment based systems.
4. The test shall encompass landline and free air technologies.

Any hardware and software utilized in the demonstration of three-way call block capability shall be functional in all installed systems. The bidder shall be required to assist the State in conducting this test.

The maximum number of points that may be awarded for this criteria is forty (40). It is possible that no bidder may receive the maximum number of points.

Demonstration. Prior to award and at no cost to the State (all expenses associated with the demonstration shall be borne by the Contractor with the exception of travel, meals, and lodging for State personnel), the selected bidder shall be required to provide Corrections Services a complete demonstration of the inmate call control system, utilizing the same hardware and software configuration as proposed in the bid response. Failure to demonstrate to the satisfaction of Corrections Services that the system has met all mandatory requirements shall result in rejection of the bid response.

In the event that the initial selected bidder is rejected, the next highest ranked bidder shall be required to provide a complete demonstration of its inmate call control system.

5.2.3 SIMULTANEOUS REVIEW

The functions described in this section may be performed simultaneously or in any order. Once a determination is made that a bid response is non-compliant in any area, that bid response shall be disqualified from further consideration.

5.3 METHODOLOGY

5.3.1 MODEL

The formula described below shall be applied to determine the points assigned to the bidder's compensation. These points shall be added to the points assigned in the Service Offering criteria to determine a total point score for each bid response remaining in contention.

5.3.2 FORMULAS

This formula shall be used for determining the points for compensation.

The highest compensation percentage, P_1 , shall be awarded a score equal to the maximum points for compensation.

All other bids, P_i , $i=2,3,\dots,N$, where N is the total number of bid responses and where MP is the maximum points for the category, shall be scored as follows:

| | | | |
|----------|---|---|---------------------------|
| Example: | Score of Bid I | = | $\frac{Pi \times MP}{Pi}$ |
| | Vendor 1 highest percentage <u>65</u> | = | Pi |
| | Vendor 2 bid <u>50</u> | = | Pi |
| | <u>60</u> | = | MP |
| | $\frac{(\text{Vendor 2}) \quad 50 \quad \times \quad (60)}{(\text{Vendor 1}) \quad \underline{65}}$ | = | 46.16 |

5.3.3 EMPIRICAL DATA

Estimated quantities used in sealed models or this bid document represent projected consumption from the ensuing contract over the term of the contract and are based upon historical usage, known future purchases, market trends, and subjective projections of usage.

5.4 OTM RECOMMENDATION FOR AWARD

5.4.1 DETERMINATION OF SUCCESSFUL BIDDER

A recommendation for award shall be made for the bidder who receives the highest ranking in point allocation, who meets the mandatory administrative and technical requirements, and who successfully demonstrates the proposed prison inmate call control service to the satisfaction of Corrections Services.

5.4.2 WRITTEN RECOMMENDATION FOR AWARD

When OTM has completed the evaluation and a successful bidder(s) has been determined, a written recommendation for award shall be forwarded to the Office of State Purchasing for review.

5.5 AWARD

The Office of State Purchasing shall issue a Notice of Award to the successful bidder(s).

6.0 CONTRACTUAL TERMS AND CONDITIONS

6.1 GENERAL TERMS AND CONDITIONS

6.1.1 TAXES

Bidders should be aware that any taxes levied upon the selected bidder or his equipment shall be paid in accordance with current tax laws in effect at the time of the purchase by the State. Selected bidders shall pay all other taxes or assessments, however designated, imposed or levied in connection with this contract and shall be solely responsible for remitting such taxes or assessments to the appropriate taxing or collection agency.

6.1.2 COMPLIANCE WITH LAWS, REGULATIONS, CODES, AND ORDINANCES

The selected bidder shall comply with all applicable provisions of federal and state statutes, laws, and regulations; parish and city codes or ordinances, specifically the National Electrical Code, Part 68 of the Federal Communications Commission's Rules and Regulations, tariffs or the Louisiana Public Service Commission, and all Louisiana laws and regulations regarding procurement including Louisiana Revised Statute 37:2163. The selected bidder shall be responsible for all licenses, permits, and inspection fees required.

6.1.3 CONTRACTOR RESPONSIBILITIES

The Contractor assumes responsibility for all items offered in his bid response whether or not the Contractor is the manufacturer. Further, the State shall consider the Contractor to be the sole point of contact with regard to contractual matters.

6.1.4 GOVERNING LAW

In accordance with LA R.S. 9:2778, all contracts entered into as a result of this bid document shall be interpreted under Louisiana law.

6.1.5 MOST FAVORED CUSTOMER CLAUSE

Should the Contractor, during the term of the contract, make generally available to other customers in the United States, in similar contracts utilizing like services, volumes, and access costs, more favorable prices, terms, and conditions, such prices, terms, and conditions shall be made available to the State of Louisiana.

6.1.6 BID DOCUMENT AND BID RESPONSE INCORPORATED BY REFERENCE

The provisions of the selected bid response and this bid document with all addenda shall be incorporated by reference in the contract.

6.1.7 ORDER OF PRECEDENCE

In the event of ambiguity in the specifications, the order of precedence shall be the contract, the bid document, and the bid response.

6.1.8 GOOD FAITH NEGOTIATIONS

It is expected that both parties shall make reasonable efforts in an attempt to negotiate a contract. If it is determined that either party is not acting in good faith, contract negotiations shall cease.

6.1.9 FORCE MAJEURE

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.

6.1.10 WAIVER CLAUSE

Failure or delay on the part of the State to exercise its rights or powers hereunder shall not operate as a waiver thereof.

6.1.11 SEVERABILITY

If any part of this contract shall be found to be illegal or unenforceable, it shall not affect the enforceability of the remainder of the contract.

6.1.12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs herein are inserted only for convenience and are in no way to be construed as part of this contract or as a limitation of the scope of the particular paragraph to which the heading refers.

6.1.13 RIGHT TO AUDIT

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.

6.2 CONTRACT ADMINISTRATION

6.2.1 CONTRACT TERM

The initial contract shall be for a sixty (60) month period beginning from the date of award.

6.2.2 RENEWAL TERM

Upon acceptance by the Contractor and approval by the State, this contract may be renewed for two (2) additional twenty-four (24) month periods.

6.2.3 ORDERS

Corrections Services shall issue written orders for installation of new telephones.

6.2.4 CHANGE ORDERS

Modifications to an initial order shall be made in writing by the Corrections Services and shall be known as a change order.

6.2.5 INVOICING

The Contractor shall be responsible for having all billing agreements necessary to bill the end user or responsible party for completed calls and shall assume full liability for billing and collection for all completed calls. Completed calls shall appear on the end user or responsible party's bill no later than sixty (60) calendar days after the date the call was completed. The bill issued to the end user or responsible party for payment of completed calls shall indicate the provider who carried the call and the originating number from which the call was completed.

The Contractor shall not charge for incomplete calls. The Contractor shall bill a minimum call duration of one (1) minute for all completed calls. Individual calls beyond the one minute minimum shall be priced based on actual talk time rounded to the next whole minute. The Contractor shall bill in accordance with the applicable Rate Schedule provided in Section 8. The Contractor shall round the total cost of each call to the nearest whole cent. If less than one-half of one cent, the Contractor shall round down; one-half of one cent or more shall be rounded up.

The Contractor's toll free Customer Service center shall be knowledgeable of the Contractor's inmate telephone rates for this contract.

6.2.6 COMPENSATION AND PAYMENT

6.2.6.1 COMPENSATION

The Contractor shall pay the State on a monthly basis the percentage bid of gross billed revenue. The Contractor shall compensate the State for all completed calls.

The compensation shall be paid directly to Corrections Services in monthly payments by check made payable to Corrections Services.

Compensation checks shall be delivered to the State no later than forty-five (45) calendar days after the end of the billing cycle.

6.2.6.2 PAYMENT

The end user or responsible party shall be responsible for payment of all completed calls.

6.2.7 REPORTS

6.2.7.1 SYSTEM ADMINISTRATION

The system shall be capable of providing the following reports. Reports shall be available through the Department's wide area network/local area networks for access by institutional staff/Headquarters staff from their computers.

Chronological List of Calls: Today's Date or Beginning/Ending Dates
Daily Call Volume Summary: Today's Date or Beginning/Ending Dates
Inmate Usage Summary: Today's Date or Beginning/Ending Dates

Inmate Usage Detail: Today's Date or Beginning/Ending Dates
Frequently Dialed Numbers: Today's Date or Beginning/Ending Dates
Specific Telephone Number Dialed Usage: Today's Date or Beginning/Ending Dates
Telephone Numbers Called by More Than One Inmate: Today's Date or Beginning/Ending Dates
Telephone Numbers Assigned to More Than One Inmate
Quantity of Calls/Minutes Per Inmate: Today's Date or Beginning/Ending Dates
Blocked Telephone Number List
Approved list of inmate telephone numbers by DOC number and by institution.

6.2.7.2 INVOICING DATA

6.2.7.2.1 SUMMARY STATEMENT

A summary statement of the computation of commission payments shall be provided monthly by the Contractor to OTM, and a copy shall also accompany the commission check to Corrections Services.

6.2.7.2.2 CALL DETAIL DATA

The following data shall be provided to Corrections Services on a monthly basis on a standard IBM Cartridge, or a file transfer protocol download file, using BellSouth EMR 185 format: a chronological call record of all calls, for which commission shall be due per the requirements of this bid document to include originating ANI, date, time of day, NPA/NXX (last four digits of telephone number shall not be included) of destination, duration of call, amount billed, call type, and carrier.

The records on the tape provided to Corrections Services shall be an exact duplicate of the call detail records used by the Contractor to generate the end user bills for that month with the exception of the masking of the last four digits described above. Since Corrections Services shall use these tapes to validate the compensation amount received from the Contractor, the data on the tapes shall correspond to the calls upon which compensation was paid. If the Contractor uses the services of a billing clearinghouse to generate the end user bills, the tape shall be provided to Corrections Services either directly by the Contractor or by the billing clearinghouse. If the tape is provided directly by the Contractor, the Contractor shall grant to Corrections Services the right to obtain (if desired) a copy of the tape that the billing clearinghouse uses to generate the Contractor's end user bills.

6.2.8 BLANK

6.2.9 CONTRACT CANCELLATION

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.

6.2.10 FISCAL FUNDING CLAUSE

The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations acts to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

6.2.11 CONTRACT MODIFICATIONS

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.

6.2.12 CONTRACT CONTROVERSIES

Contract controversies between the State and Contractor which arise by virtue of the contract between them shall be handled in accordance with Louisiana Revised Statute 39:1673. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modifications or rescission.

6.2.13 ON-GOING SERVICE REQUIREMENTS

6.2.13.1 PERFORMANCE GUARANTEE

The selected bidder shall execute and deliver to the Division of Administration, within fifteen (15) calendar days after official notice, an original performance guarantee in the amount of \$3,000,000. This performance guarantee shall be in the form of a performance bond, certified check, or an irrevocable standby letter of credit. The performance bond, if used, shall be from a surety company licensed to do business in Louisiana with all fees current, in an amount equal to the above stated sum and will be secured by a surety or insurance company and in accordance with restrictions set by them. The irrevocable standby letter of credit, if used, shall be from a bank or savings association that meets the minimum capital requirements established by state and federal regulatory authority and shall be for an amount equal to the above stated sum. The performance guarantee shall be made payable to the Treasurer of the State of Louisiana and shall be subject to forfeiture on the part of the successful bidder for failure to meet the contract terms and conditions. This guarantee shall be valid for the entire term of the contract, including any renewal terms.

6.2.14 REMEDIES

6.2.14.1 WARRANTY/SERVICE GUARANTEE REQUIREMENTS

Warranty shall mean that it is the responsibility of the Contractor to repair or replace defective equipment or parts at no additional cost to the State during the entire contract term and any renewals.

The Contractor shall provide technical assistance, via a toll-free telephone number, during normal work hours, after hours, and on weekends and holidays within one (1) hour of notification by telephone or fax. If the problem can't be resolved through a telephone call, fax, or remotely, then the Contractor shall dispatch a technician(s) to arrive at the institution within twenty-four (24) hours. The State desires a shorter guaranteed response time for repairs. This assistance shall be provided at no cost to the State. Prior to leaving the institution, the technician(s) shall notify institution personnel (to be determined by Warden) of status of repair (completed/not completed and expected time of completion). The Contractor shall provide each institution with an up-to-date directory of inmate telephone locations with the corresponding telephone numbers. The directory can be used when placing service calls.

The Contractor shall provide for service, maintenance and/or repairs as needed at each institution in accordance with the response times set forth in the above paragraph or guaranteed by the bidder. At a minimum, maintenance shall

include quarterly preventive maintenance on the system and equipment (work station, printer, etc.). The Contractor shall have factory certified technicians to repair and/or maintain the equipment so that disruption of services shall be minimized. The frequency of onsite work shall be as often as necessary to provide preventive maintenance to keep the system in good operational status. The Contractor shall provide in advance a list of technicians, maintenance personnel, and any other Contractor representatives or subcontractor representatives to Corrections Services for the purpose of criminal background checks. The list shall be revised and updated by the Contractor as personnel change. The cost for any and all repairs and maintenance shall be borne by the Contractor at no cost to the State.

The State desires that the Contractor maintain within the State an established inventory of all manufacturer's recommended spare parts necessary to support the systems and services provided under this contract. In the event the Contractor uses the existing pay telephones, the Contractor shall comply with the inventory requirements in Section 3.3.4.2.

For network trouble reporting, the Contractor shall provide the State with the name and telephone number of a responsible network technician to whom all network trouble reports shall be routed. The call shall be free to the State. All trouble reports shall be responded to within one (1) hour by telephone; and where deemed necessary by the State or the Contractor, a premise visit shall be made within twenty-four (24) hours.

Service guarantee shall mean it is the responsibility of the Contractor to provide the contracted service and to maintain the service performance levels as required in this bid document during the entire term of the contract at no additional cost to the State. The Contractor shall repair or replace defective parts as necessary to provision for the contracted service. Service guarantee coverage shall be available 24 hours a day, 7 days a week.

In the case of an interruption of service, the Contractor shall use his best effort to restore the service; notify OTM of the outage, the affected facilities, and the projected restoration time; and honor all guaranteed response times and repair times, as applicable.

The State desires quick, dependable repairs and assistance from the Contractor. The bidder should describe in detail the warranty service and response times that shall be provided. The information should be included in Section 7.

6.2.14.1.1 EMERGENCY REPAIRS

The Contractor shall respond to emergencies within one hour of an institution reporting the problem.

The response time requirement shall be considered satisfied when a trained technician has arrived on site. The State desires and encourages the use of remote administration. However, this method shall not be used to extend required response times. Remote administration can be used to identify and clear problems. If the problem is not cleared by remote administration, response times remain in effect.

If the Contractor can not restore service remotely, the Contractor shall have a qualified technician(s) onsite within four (4) hours of the problem being reported. The Contractor shall use all commercially reasonable efforts to restore service within eight (8) hours of the problem being reported. If service cannot be restored within the eight (8) hours, the Contractor shall notify and provide a detailed plan of action, in writing, for restoration of service to the Warden, or to the Warden and Headquarters if the emergency involves more than a single institution. In no case shall the service go unrestored for more than four (4) calendar days after notification.

6.2.14.2 LIQUIDATED DAMAGES

It is understood and agreed between the parties hereto, that time is of the essence in the contract, and that for each calendar day of delay beyond the completion date of the contract as defined in the Implementation Plan in Section 3.3.2.2, after due allowance for such extension of time as is provided herein, and through a maximum of sixty (60) days, the Contractor shall pay to the State as liquidated damages the sum equal to the dollar amount of the commission payments that the not yet in service pay telephones would have generated had they been in service. The daily dollar amount shall be computed by taking the average daily dollar amount of commission payment generated per pay telephone at the institution. It is understood between the parties hereto that such sum shall be treated as liquidated damages and not as a penalty, and that the Owner may bill the Contractor such sums as liquidated damages.

Whenever an interruption of services or other defect in transmission occurs due to events other than those addressed under the Force Majeure clause in this bid document, the Contractor shall be assessed at a rate of 25% of the sum equal to the dollar amount of the commission payments that the out of service pay telephones would have generated per day had they been in service for

interruptions or defects in transmission lasting over four hours. The daily dollar amount shall be computed by taking the average daily dollar amount of commission payment generated per pay telephone at the institution. Each party shall assist the other in resolving claims. The State may bill the Contractor the cost of damages from interruption of services.

If the Contractor fails to install a new pay telephone as requested by the State within the Contractor's guaranteed installation/operational interval as described in Section 3.3.1, then liquidated damages shall start on the first day after the missed interval and continue until that new pay telephone is installed and operational. Liquidated damages for each calendar day shall be the dollar amount of commission payments that the new pay telephone would have generated had it been in service. The daily dollar amount shall be computed by taking the average daily dollar amount of commission payments generated per pay telephone at that institution.

If the Contractor fails to restore service for emergency repairs as described in Section 6.2.14.1.1 within four (4) calendar days, then liquidated damages shall start on the fifth day and continue until the service is restored. Liquidated damages for each calendar day shall be the daily dollar amount of the commission payments that the out of service pay telephones would have generated had they been in service. The daily dollar amount shall be computed by taking the average daily dollar amount of commission payments generated per pay telephone at the institution.

6.2.14.3 FAILURE DURING PERFORMANCE PERIOD

If a successful performance period cannot be established within ninety (90) days after system cutover, the State may require the Contractor to replace the equipment deemed at fault with new equipment of the same manufacturer and with the same or better model within ten (10) days of written request. Replacement shall occur at no additional cost to the State. Replacement equipment shall comply with all requirements of this bid document as well as meet or exceed the specifications as stated in the Contractor's bid response.

If the replacement equipment cannot successfully perform for a period of thirty (30) continuous working days within sixty (60) days, the Contractor may be deemed in default and the State may attach said Contractor's performance bond.

6.2.14.4 PUNCH LIST ITEMS

The OTM Project Manager may compose a punch list containing estimated monetary values based on OTM's cost to have the work completed in a satisfactory manner by a third party. Failure by the Contractor to resolve all punch list items to OTM's satisfaction shall result in these monetary values being billed to the Contractor.

6.2.14.5 ASBESTOS

Should asbestos be encountered during the performance of the contract, the Contractor shall stop working in the asbestos environment and contact Corrections Services Headquarters, Office of Facilities Services immediately.

6.2.15 ASSIGNMENT

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.

6.3 INSURANCE REQUIREMENTS

6.3.1 INDEMNITY AND LIABILITY LIMITATIONS/EXCLUSIVE REMEDIES

Contractor agrees that it shall indemnify and hold harmless the Owner against any claim, damages, judgements, 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 copyright, patent, trademark, or other proprietary right, 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 Owner alleging such infringement or misuse. This indemnity is conditioned upon the Contractor receiving reasonably prompt notice in writing of any such limitation or prohibition of service, equipment or other material. If the Owner's use of any such equipment or material is prevented by injunction or judgement, Contractor shall, at its option and expense, either (i) procure for the Owner the right to continue using such equipment or other material; or (ii) modify it in a manner acceptable to the Owner so as to become non-infringing; or (iii) substitute other non-infringing equipment or other materials acceptable to the Owner; or (iv) at Owner's sole discretion and option refund Owner's purchase price less any booked depreciation.

For purpose of the exclusive remedies and limitations of liability set forth in this section, Contractor shall be deemed to include itself, its parent, subsidiaries, and their affiliates, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of all of them.

6.3.2

INSURANCE TYPES AND AMOUNTS

The Contractor shall indemnify, hold harmless without limitation, the State of Louisiana, its elective and appointed officers, employees and agents, including the consultants, including their employees, representative agents and subconsultants; from any and all claims, demands, actions or causes of action arising or resulting directly or indirectly from the fault of the Contractor. Contractor shall be deemed to include itself, its parent, subsidiaries and their affiliates, and the directors, officers, employees, agents, representatives, subcontractor, and suppliers of all of them.

Contractor further agrees to provide the State of Louisiana with Certificates of adequate insurance indicating coverage of required herein.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of

the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall take out and maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall also cover the use of any nonlicensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

7.0 BIDDER RESPONSE FORMS

7.1 COMPENSATION RATE

RATE OF COMPENSATION

Prison Pay Telephone Rate of Compensation at rates in Rate Schedule 1: _____%

Prison Pay Telephone Rate of Compensation at rates in Rate Schedule 2: _____%

Prison Pay Telephone Rate of Compensation at rates in Rate Schedule 3: _____%

Prison Pay Telephone Rate of Compensation at rates in Rate Schedule 4: _____%

If bidding prepaid telephone service option:

Rate of Compensation at Contractor-provided Rate Schedule: _____%

7.2 OTHER BIDDER RESPONSE FORMS

7.2.1 REFERENCES

References:

Facility Name _____

Contact Person _____

Address _____

City/State _____

Telephone/Fax # _____

of Inmate Telephones _____ Contract Term _____ years

Facility Name _____

Contact Person _____

Address _____

City/State _____

Telephone/Fax # _____

of Inmate Telephones _____ Contract Term _____ years

Facility Name _____

Contact Person _____

Address _____

City/State _____

Telephone/Fax # _____

of Inmate Telephones _____ Contract Term _____ years

7.2.2 RELEVANT INFORMATION

See Section 3.1.1. Bidders should include any relevant information concerning their qualifications to perform work under this contract and any value-added benefits of their service offerings.

7.2.3 BIDDER'S GENERAL SYSTEM FEATURES

See Section 3.2.1. Bidder should describe in detail how the bidder's system meets or exceeds the desirable features and functions.

**7.2.4 CONTRACTOR-PROVIDED RATE SCHEDULE FOR PREPAID SERVICE
OPTION AND DESCRIPTION OF FEATURES/FUNCTIONS (See Section
3.2.3.2)**

7.2.5 CUSTOMER SERVICE AND SUPPORT
See Section 3.2.4.1

Full Time Employee Assigned to EHCC:

Name _____

Title _____

Full Time Employee Assigned to LSP:

Name _____

Title _____

7.2.6 IMPLEMENTATION PLAN

See Section 3.3.2.2. Bidder should provide a narrative describing the bidder's plan for implementing and converting a project of this scope and size.

7.2.7 TRAINING PROGRAM

See Section 3.5. The bidder should describe the training programs available.

7.2.8 WARRANTY SERVICE

See Section 6.2.14.1 and 6.2.14.1.1. The bidder should provide a narrative describing the company's warranty service, guaranteed response times, and remote administration.

7.2.9 MISCELLANEOUS INFORMATION

Provide manufacturer and model number of Inmate Call Control System which shall be used to provide the proposed service.

Number of years providing inmate telephone service including inmate call control systems: _____

Guaranteed installation interval for new pay telephones: _____ calendar days ARO
(See Section 3.3.1)

Toll-free customer service number for billing inquiries: _____

SECTION 8.0

8.1

Fifteen Adult and Juvenile Institutions

| | | |
|-----|--|------|
| 1. | Allen Correctional Center | ALC |
| 2. | Avoyelles Correctional Center | AVC |
| 3. | David Wade Correctional Center | DWCC |
| 4. | Forcht-Wade Correctional Center | FWCC |
| 5. | Dixon Correctional Institute | DCI |
| 6. | Elayn Hunt Correctional Center | EHCC |
| 7. | Louisiana Correctional Institute for Women | LCIW |
| 8. | Louisiana State Penitentiary | LSP |
| 9. | C. Paul Phelps Correctional Center | PCC |
| 10. | Washington Correctional Institute | WCI |
| 11. | Winn Correctional Center | WCC |
| 12. | Work Training Facility North | WTFN |
| 13. | Bridge City Correctional Center for Youth | BCCY |
| 14. | Louis Jetson Correctional Center for Youth | JCCY |
| 15. | Swanson Correctional Center for Youth | SCCY |

8.2

TOTAL INMATES AND INMATE TELEPHONES BY INSTITUTION

| | | 3. Projected Expansion | | | | | | |
|--------------------|-------|------------------------|----------------|-------------|-------------|-------------|-------------|------------------------|
| | | 1. # Phones | 2. # Inmates | July - June | July - June | July - June | July - June | Projected # Inmates |
| | | as of 04/27/00 | as of 06/21/00 | 00-01 | 01-02 | 02-03 | 03-04 | |
| Adult State Run | AVC | 73 | 1,533 | | 246 | | 96 | 1,875 |
| | DCI | 54 | 1,345 | 208 | | | | 1,553 |
| | DCI-2 | 10 | 268 | 140 | | | | 408 |
| | DWCC | 41 | 1,268 | | | 360 | | 1,628 |
| | EHCC | 106 | 2,145 | | | 658 | | 2,803 |
| | FWCC | 18 | 281 | 268 | 150 | | | 699 |
| | LCIW | 34 | 988 | | 192 | | 96 | 1,276 |
| | LSP | 263 | 5,095 | | | | | 5,095 |
| | PCC | 42 | 796 | 150 | | | 104 | 1,050 |
| | WCI | 52 | 1,213 | | | | 254 | 1,467 |
| | WTF-N | 23 | 499 | | | | | 499 |

| | | | | | | | | |
|---------------------|-----|----|-------|--|-----|--|----|-------|
| Adult Privatized | ALC | 70 | 1,537 | | 246 | | 96 | 1,879 |
| | WNC | 74 | 1,531 | | 246 | | 96 | 1,873 |

| | | as of 06/15/00 | | | | | | |
|----------|--------|----------------|-----|--|--|--|--|-----|
| Juvenile | BCCY | 11 | 174 | | | | | 174 |
| | JCCY | 30 | 560 | | | | | 560 |
| | SCCY | 14 | 356 | | | | | 356 |
| | SCCY-M | 15 | 499 | | | | | 475 |

| | | | | | | | | |
|-------|--|-----|--------|-----|-------|-------|-----|--------|
| TOTAL | | 930 | 20,088 | 768 | 1,080 | 1,018 | 742 | 23,694 |
|-------|--|-----|--------|-----|-------|-------|-----|--------|

Sources:

1. Judith Sadden, MCI Worldcom
2. Adult - Hunt Correctional Center, Weekly Census, 06/21/00 Juvenile - Weekly Secure Care Census, 06/15/00; Physically Present
3. Current State Inmate Populations: Projected Expansions, 05/26/00

8.3

ALL INSTITUTIONS

| | OCT. - DEC. 1996 | FEB. - DEC. 1997* | JAN. - DEC. 1998 | JAN. - DEC. 1999 | TOTAL |
|--------------------|---------------------|----------------------|---------------------|---------------------|------------------|
| CALLS | | | | | |
| INTERSTATE | 83,307 | 245,233 | 254,558 | 244,729 | 827,827 |
| INTRASTATE | 682,731 | 2,144,736 | 2,278,327 | 2,176,105 | 7,281,899 |
| INTERNATIONAL | 0 | 0 | 0 | 0 | 0 |
| TOTAL CALLS | 766,038 | 2,389,969 | 2,532,885 | 2,420,834 | 8,109,726 |

| MINUTES | | | | | |
|----------------------|------------------|-------------------|-------------------|-------------------|-------------------|
| INTERSTATE | 954,873 | 2,864,908 | 3,014,795 | 2,966,831 | 9,801,407 |
| INTRASTATE | 7,805,408 | 24,778,342 | 25,423,310 | 25,436,700 | 83,443,760 |
| INTERNATIONAL | 0 | 0 | 0 | 0 | 0 |
| TOTAL MINUTES | 8,760,281 | 27,643,250 | 29,438,105 | 28,403,531 | 94,245,167 |

| REVENUE | | | | | |
|------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|
| INTERSTATE | \$441,366.20 | \$1,300,522.67 | \$1,364,356.94 | \$1,333,862.80 | \$4,440,108.61 |
| INTRASTATE | \$2,241,091.10 | \$7,080,887.67 | \$7,849,267.08 | \$8,052,210.55 | \$25,223,456.40 |
| INTERNATIONAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| ** TOTAL REVENUE | \$2,682,457.30 | \$8,381,410.34 | \$9,213,624.02 | \$9,386,073.35 | \$29,663,565.01 |

*January commissions not available

** Revenue derived from rates charged under current contract.

8.4 DEPARTMENT REGULATION ON INMATE TELEPHONE USE

3) Legal Calls

The Warden shall establish a schedule for legal calls. Inmates are generally able to place legal calls during the lunch period or after the afternoon count (when "normal office hours" are in effect for attorneys). The Warden should establish an alternate procedure if this is not adequate.

C. Cellblock Housing (Maximum Custody):

1) Personal or Family Calls (routine)

Collect telephone access is generally located in the cellblock lobby. (In those situations where the telephone is on the tier, the inmate may be allowed access during the shower or exercise period.) Lobby placement may restrict inmate access. Therefore, posted policy may limit routine personal calls for inmates assigned to cellblocks. Access may vary by inmate classification status. A time limit should be established.

2) Personal or Family Calls (emergency)

In all subclasses of maximum custody, the inmate is required to request consideration for this type call from the Warden's designee (shift supervisor, unit major, or program staff) who decides if the justification the inmate presents warrants the request. That decision is then logged. No frequency for this type call is established as the severity and duration of the emergency may vary.

NOTE: Please refer to the "Emergency Review" provisions of the Administrative Remedy Procedure. Timely review can be solicited by the inmate.

3) Legal Calls

The Warden shall establish a procedure for placing legal calls on a reasonable basis during normal attorney office hours. Each housing unit shall maintain a legal telephone log for the purpose of monitoring the number of legal calls made by inmates on a weekly basis.

D. Incoming Calls:

1) Personal or Family calls (routine)

2) Personal or Family Calls (emergency)

The Warden should establish a procedure for inmate notification of legitimate personal or family emergencies communicated to the institution.

3) Legal Calls

Inmates may be given notice that their attorney has requested contact. Complete verification is required prior to processing. If minimum or medium custody, the inmate may call from the dormitory during lunch or after work. If maximum custody, the inmate may be allowed to call during normal attorney office hours at a time which does not interfere with orderly operation of the unit.

E. Monitoring:

1) Inmates shall be put on notice of the following:

- a.
 - i. Telephone calls in housing areas are subject to being monitored and/or recorded and that "use" constitutes "consent."
 - ii. It is the inmate's responsibility to advise all other parties that conversations are subject to being monitored and/or recorded.
 - iii. A properly placed telephone call to an attorney will not be monitored and/or recorded.
- b. The telephone system will normally terminate a call at the end of the authorized period, (normally 15 minutes); however, the Warden or his designee may authorize calls of a longer duration as circumstances warrant.
- c. The system will automatically broadcast recorded messages indicating that the telephone call is originating from a correctional facility.

2) Inmates shall not be allowed access to employee home telephone numbers and shall not be allowed to call any staff member of the Department.

- 3) Each institution will advise their inmate population of the proper way to place a legal call.
- 4) Only personnel authorized by the Warden may monitor inmate telephone calls. Information gained from monitoring calls which affects the security of the institution or threatens the protection of the public will be communicated to other staff members or other law enforcement agencies telephone calls to attorneys may not be routinely monitored; staff will immediately disconnect from any inmate telephone call if it appears that is the case. All other information shall be held in strict confidence.
- 5) Inmates being processed into the system through the Reception and Diagnostic Centers will be required to "consent" in writing that their telephone calls are subject to being monitored and/or recorded. A copy of this "consent" shall be placed in the inmate's institutional record.
- 6) Each institution's orientation manual must include the information contained in this regulation as a means to notify the inmate population and verbal notification must be given in their orientation program. Existing inmate populations shall be put on notice by a sign posted at each inmate telephone. The sign shall reflect the following information:

ATTENTION

This telephone has been electronically programmed to monitor and/or record telephone calls.

By using this telephone, you consent to the monitoring and/or recording of your conversation, except for properly placed legal calls.

Department of Public Safety and Corrections
Department Regulation No. B-08-001



Richard L. Stalder
Secretary

ds

This regulation supersedes Department Regulation No. B-08-001 dated 10 October 1997.

8.5 RATE SCHEDULES

| COLLECT INMATE RATES | | | | | | | |
|------------------------------------|---------------------|-----------------|-----------------|-----------------|-----------------|--|--|
| | | Rate Schedule 1 | Rate Schedule 2 | Rate Schedule 3 | Rate Schedule 4 | | |
| Local Collect | | | 10% | 20% | 30% | | |
| | Per Call Surcharge | \$ 0.98 | \$ 0.88 | \$ 0.78 | \$ 0.69 | | |
| IntraLata Collect | | | 10% | 20% | 30% | | |
| | Per Call Surcharge: | | | | | | |
| | Station to Station | \$ 2.15 | \$ 1.94 | \$ 1.72 | \$ 1.51 | | |
| | Person to Person | \$ 4.60 | \$ 4.14 | \$ 3.68 | \$ 3.22 | | |
| IntraLata Collect Per Minute Rates | | | | | | | |
| Mileage Bands | | | 10% | 20% | 30% | | |
| 0 - 10 | Day | \$ 0.140 | \$ 0.126 | \$ 0.112 | \$ 0.098 | | |
| | Evening | \$ 0.110 | \$ 0.099 | \$ 0.088 | \$ 0.077 | | |
| | Night | \$ 0.090 | \$ 0.081 | \$ 0.072 | \$ 0.063 | | |
| 11 - 16 | Day | \$ 0.240 | \$ 0.216 | \$ 0.192 | \$ 0.168 | | |
| | Evening | \$ 0.168 | \$ 0.151 | \$ 0.134 | \$ 0.118 | | |
| | Night | \$ 0.120 | \$ 0.108 | \$ 0.096 | \$ 0.084 | | |
| 17 - 22 | Day | \$ 0.250 | \$ 0.225 | \$ 0.200 | \$ 0.175 | | |
| | Evening | \$ 0.175 | \$ 0.158 | \$ 0.140 | \$ 0.123 | | |
| | Night | \$ 0.125 | \$ 0.113 | \$ 0.100 | \$ 0.088 | | |
| 23 - 30 | Day | \$ 0.250 | \$ 0.225 | \$ 0.200 | \$ 0.175 | | |
| | Evening | \$ 0.175 | \$ 0.158 | \$ 0.140 | \$ 0.123 | | |
| | Night | \$ 0.125 | \$ 0.113 | \$ 0.100 | \$ 0.088 | | |
| 31 - 40 | Day | \$ 0.250 | \$ 0.225 | \$ 0.200 | \$ 0.175 | | |
| | Evening | \$ 0.175 | \$ 0.158 | \$ 0.140 | \$ 0.123 | | |
| | Night | \$ 0.125 | \$ 0.113 | \$ 0.100 | \$ 0.088 | | |
| 41 - 55 | Day | \$ 0.250 | \$ 0.225 | \$ 0.200 | \$ 0.175 | | |
| | Evening | \$ 0.175 | \$ 0.158 | \$ 0.140 | \$ 0.123 | | |

| | | | | | | | | | |
|------------|--------------------------------------|----------|----------|--|----------|--|----------|--|----------|
| | | Night | \$ 0.125 | | \$ 0.113 | | \$ 0.100 | | \$ 0.088 |
| 56 - 70 | | Day | \$ 0.250 | | \$ 0.225 | | \$ 0.200 | | \$ 0.175 |
| | | Evening | \$ 0.175 | | \$ 0.158 | | \$ 0.140 | | \$ 0.123 |
| | | Night | \$ 0.125 | | \$ 0.113 | | \$ 0.100 | | \$ 0.088 |
| 71 - 100 | | Day | \$ 0.250 | | \$ 0.225 | | \$ 0.200 | | \$ 0.175 |
| | | Evening | \$ 0.175 | | \$ 0.158 | | \$ 0.140 | | \$ 0.123 |
| | | Night | \$ 0.125 | | \$ 0.113 | | \$ 0.100 | | \$ 0.088 |
| 101 - 124 | | Day | \$ 0.250 | | \$ 0.225 | | \$ 0.200 | | \$ 0.175 |
| | | Evening | \$ 0.175 | | \$ 0.158 | | \$ 0.140 | | \$ 0.123 |
| | | Night | \$ 0.125 | | \$ 0.113 | | \$ 0.100 | | \$ 0.088 |
| 125 - 196 | | Day | \$ 0.250 | | \$ 0.225 | | \$ 0.200 | | \$ 0.175 |
| | | Evening | \$ 0.175 | | \$ 0.158 | | \$ 0.140 | | \$ 0.123 |
| | | Night | \$ 0.125 | | \$ 0.113 | | \$ 0.100 | | \$ 0.088 |
| 197 - 292 | | Day | \$ 0.250 | | \$ 0.225 | | \$ 0.200 | | \$ 0.175 |
| | | Evening | \$ 0.175 | | \$ 0.158 | | \$ 0.140 | | \$ 0.123 |
| | | Night | \$ 0.125 | | \$ 0.113 | | \$ 0.100 | | \$ 0.088 |
| 293 - + | | Day | \$ 0.250 | | \$ 0.225 | | \$ 0.200 | | \$ 0.175 |
| | | Evening | \$ 0.175 | | \$ 0.158 | | \$ 0.140 | | \$ 0.123 |
| | | Night | \$ 0.125 | | \$ 0.113 | | \$ 0.100 | | \$ 0.088 |
| Interstate | Collect | | | | 10% | | 20% | | 30% |
| | Per Call Surcharge: | | | | | | | | |
| | Station to Station | \$ 3.00 | | | \$ 2.70 | | \$ 2.40 | | \$ 2.10 |
| | Person to Person | \$ 4.90 | | | \$ 4.41 | | \$ 3.92 | | \$ 3.43 |
| | Per Minute Rates (All Mileage Bands) | | | | 10% | | 20% | | 30% |
| | Day | \$ 0.270 | | | \$ 0.243 | | \$ 0.216 | | \$ 0.189 |
| | Evening | \$ 0.200 | | | \$ 0.180 | | \$ 0.160 | | \$ 0.140 |
| | Night | \$ 0.170 | | | \$ 0.153 | | \$ 0.136 | | \$ 0.119 |

| COLLECT INMATE RATES | | | | | | | | | | | | | | |
|---|---------|----------|-----------------|----------|----------|-----------------|--|--|-----------------|--|--|-----------------|--|--|
| | | | Rate Schedule 1 | | | Rate Schedule 2 | | | Rate Schedule 3 | | | Rate Schedule 4 | | |
| | | | 10% | | | 20% | | | 30% | | | | | |
| InterLata/IntraState Collect | | | | | | | | | | | | | | |
| Per Call Surcharge | | | | | | | | | | | | | | |
| Station to station | | | \$ 2.15 | \$ 1.94 | \$ 1.72 | \$ 1.51 | | | | | | | | |
| Person to Person | | | \$ 4.60 | \$ 4.14 | \$ 3.68 | \$ 3.22 | | | | | | | | |
| InterLata/IntraState Collect Per Minute Rates | | | | | | | | | | | | | | |
| Mileage Band | | | 10% | | | 20% | | | 30% | | | | | |
| 0 - 10 | Day | \$ 0.140 | \$ 0.126 | \$ 0.112 | \$ 0.098 | | | | | | | | | |
| | Evening | \$ 0.110 | \$ 0.099 | \$ 0.088 | \$ 0.077 | | | | | | | | | |
| | Night | \$ 0.090 | \$ 0.081 | \$ 0.072 | \$ 0.063 | | | | | | | | | |
| 11 - 16 | Day | \$ 0.160 | \$ 0.144 | \$ 0.128 | \$ 0.112 | | | | | | | | | |
| | Evening | \$ 0.120 | \$ 0.108 | \$ 0.096 | \$ 0.084 | | | | | | | | | |
| | Night | \$ 0.100 | \$ 0.090 | \$ 0.080 | \$ 0.070 | | | | | | | | | |
| 17 - 22 | Day | \$ 0.170 | \$ 0.153 | \$ 0.136 | \$ 0.119 | | | | | | | | | |
| | Evening | \$ 0.135 | \$ 0.122 | \$ 0.108 | \$ 0.095 | | | | | | | | | |
| | Night | \$ 0.115 | \$ 0.104 | \$ 0.092 | \$ 0.081 | | | | | | | | | |
| 23 - 30 | Day | \$ 0.180 | \$ 0.162 | \$ 0.144 | \$ 0.126 | | | | | | | | | |
| | Evening | \$ 0.155 | \$ 0.140 | \$ 0.124 | \$ 0.109 | | | | | | | | | |
| | Night | \$ 0.125 | \$ 0.113 | \$ 0.100 | \$ 0.088 | | | | | | | | | |
| 31 - 40 | Day | \$ 0.180 | \$ 0.162 | \$ 0.144 | \$ 0.126 | | | | | | | | | |
| | Evening | \$ 0.155 | \$ 0.140 | \$ 0.124 | \$ 0.109 | | | | | | | | | |
| | Night | \$ 0.125 | \$ 0.113 | \$ 0.100 | \$ 0.088 | | | | | | | | | |
| 41 - 55 | Day | \$ 0.210 | \$ 0.189 | \$ 0.168 | \$ 0.147 | | | | | | | | | |
| | Evening | \$ 0.160 | \$ 0.144 | \$ 0.128 | \$ 0.112 | | | | | | | | | |
| | Night | \$ 0.140 | \$ 0.126 | \$ 0.112 | \$ 0.098 | | | | | | | | | |
| 56 - 70 | Day | \$ 0.210 | \$ 0.189 | \$ 0.168 | \$ 0.147 | | | | | | | | | |
| | Evening | \$ 0.175 | \$ 0.158 | \$ 0.140 | \$ 0.123 | | | | | | | | | |
| | Night | \$ 0.150 | \$ 0.135 | \$ 0.120 | \$ 0.105 | | | | | | | | | |
| 71 - 100 | Day | \$ 0.210 | \$ 0.189 | \$ 0.168 | \$ 0.147 | | | | | | | | | |
| | Evening | \$ 0.175 | \$ 0.158 | \$ 0.140 | \$ 0.123 | | | | | | | | | |
| | Night | \$ 0.150 | \$ 0.135 | \$ 0.120 | \$ 0.105 | | | | | | | | | |

| | | | Rate Schedule 1 | Rate Schedule 2 | Rate Schedule 3 | Rate Schedule 4 |
|-----------|---------|----------|-----------------|-----------------|-----------------|-----------------|
| | | | | 10% | 20% | 30% |
| 101-124 | Day | \$ 0.210 | \$ 0.189 | \$ 0.168 | \$ 0.147 | |
| | Evening | \$ 0.175 | \$ 0.158 | \$ 0.140 | \$ 0.123 | |
| | Night | \$ 0.150 | \$ 0.135 | \$ 0.120 | \$ 0.105 | |
| 125-196 | Day | \$ 0.220 | \$ 0.198 | \$ 0.176 | \$ 0.154 | |
| | Evening | \$ 0.180 | \$ 0.162 | \$ 0.144 | \$ 0.126 | |
| | Night | \$ 0.160 | \$ 0.144 | \$ 0.128 | \$ 0.112 | |
| 197 - 292 | Day | \$ 0.220 | \$ 0.198 | \$ 0.176 | \$ 0.154 | |
| | Evening | \$ 0.180 | \$ 0.162 | \$ 0.144 | \$ 0.126 | |
| | Night | \$ 0.160 | \$ 0.144 | \$ 0.128 | \$ 0.112 | |
| 293 + | Day | \$ 0.230 | \$ 0.207 | \$ 0.184 | \$ 0.161 | |
| | Evening | \$ 0.190 | \$ 0.171 | \$ 0.152 | \$ 0.133 | |
| | Night | \$ 0.170 | \$ 0.153 | \$ 0.136 | \$ 0.119 | |

TIME OF DAY BREAKDOWN

Weekday

Day Rate (8:00 A.M. to 4:59 P.M.)
Evening Rate (5:00 P.M. to 10:59 P.M.)
Night Rate (11:00 P.M. to 7:59 A.M.)

Weekend

Saturday

8:00 A.M. to 11:59 P.M. - Evening Rate

Sunday

12:00 A.M. to 7:59 A.M. - Night Rate
8:00 A.M. to 10:59 P.M. - Evening Rate
11:00 P.M. to 7:59 A.M. - Night Rate

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HOLIDAY RATE DISCOUNTS

Time breakdown beginning on Eve of the applicable holiday:

12:00 A.M. to 7:59 A.M. - Night Rate
8:00 A.M. to 10:59 P.M. - Evening Rate
11:00 P.M. to 7:59 A.M. - Night Rate

APPLICABLE HOLIDAYS

New Years
Presidents Day
4th of July
Columbus Day

Christmas Day
Martin Luther King
Labor Day
Thanksgiving Day

Memorial Day