

Contract Release T-512

Such matters will be between the Contract Vendor and the called/billed party (for collect calls) or the offender/client (for debit calls) and will be governed by Contract Vendor's applicable Federal or State tariff(s) and their successor(s) in effect during the Contract term. Fraudulent calls, uncollectibles or disputed charges will not reduce the "Commissionable Revenue" on which Contract Vendor will pay the State commissions.

The Contract Vendor shall be solely responsible for the integration and compatibility of offered services or system equipment with the existing Mercom and MacTek telephone monitoring system, including all circuits and facilities provided by the local telephone company or other carriers.

The Contract Vendor shall be responsible for all coordination with the current Mercom and MacTek Contract Vendors and both the local and inter-exchange carriers. The Contract Vendor is not to order or place in service any type of equipment or facilities that would result in charges to the State without a written purchase order from the State.

The telephone-to-offender/client ratio will be determined by each correctional facility/hospital.

The Contract Vendor shall provide detailed flow charts depicting the call-processing sequence including all associated equipment.

**Permits, Licenses and Fees:** The Contract Vendor must obtain and pay for all permits, inspection fees, licenses, insurance, etc., necessary for the performance of the work included herein.

**Support/Maintenance.** The Contract Vendor must supply support and maintenance for the system and for leased TTY and telephone equipment at no cost to the State.

The Contract Vendor shall have a certified and/or fully trained technician to do all installation, maintenance and repair. A maintenance facility or certified and/or fully trained technician shall be located within 100 miles of each State correctional facility/hospital.

All Contract Vendor employees and subcontractor's employees must have security clearance to perform work on correctional facilities/hospitals premises. Security clearance requirements to be determined by DOC/DHS personnel.

The Contract Vendor shall provide one technical contact person available 24 hours a day, 365 days a year and one business contact available during normal business hours.

The Contract Vendor will offer continuing software updates as technology allows and maintain the current version at each site at no additional cost to the State. The Contract Vendor must provide a schedule of planned upgrades to each site.

Service response will include any necessary replacement of failed parts to make the equipment fully operational. This work will be coordinated with the customer. On-site support and replacement of parts and leased equipment will be at no cost to the State.

Repair and maintenance is to be provided, solely at the expense of the Contract Vendor.

Repair must be available 24 hours a day, seven days a week including holidays.

**RATE SCHEDULE.**

Type of Call	Debit No Surcharge	Collect Surcharge	Collect Rate - 1 <sup>st</sup> Minute	Collect Rate - each Add'l Min.
Local	\$0.35/call	-----	\$1.05	\$0.05
IntraLATA Intrastate	\$0.32/minute	\$3.00	\$0.13	\$0.13
InterLATA Intrastate	\$0.32/minute	\$3.00	\$0.23	\$0.23
Interstate	\$0.32/minute	\$3.95	\$0.89	\$0.89
International	See Attached Exhibit A		See Attached Exhibit A	