
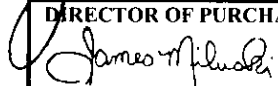




NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102
<http://www.oa.mo.gov/purch>

SOLICITATION NUMBER B2Z05070	CONTRACT TITLE Offender Telephone Service
CONTRACT NUMBER C205070001	CONTRACT PERIOD May 19, 2006 through May 18, 2011
REQUISITION NUMBER NR 300 2150000041	VENDOR NUMBER 9546154400 0
CONTRACTOR NAME AND ADDRESS Public Communications Services, Inc. 11859 Wilshire Blvd., Suite 600 Los Angeles, CA 90025	STATE AGENCY'S NAME AND ADDRESS Various Correctional Institutions Throughout The State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Public Communications Services, Inc. in response to RFP B2Z05070 is accepted in its entirety, including Best and Final Offer #001 and #002, and the letters of clarification dated October 21, 2005 and December 13, 2005. The contract period shall be May 19, 2006 through May 18, 2011.	
BUYER John Stobbart	BUYER CONTACT INFORMATION E-Mail: John.Stobbart@oa.mo.gov Phone: (573) 751-3796 Fax: (573) 526-9818
SIGNATURE OF BUYER 	DATE 5-19-06
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  James Miluski	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR BEST AND FINAL OFFER (BAFO)
 FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 002, REVISION #002
 RFP NO.: B2Z05070
 TITLE: OFFENDER TELEPHONE SERVICE
 ISSUE DATE: 04-06-05

REQ NO.: NR 3002150000041
 BUYER: JOHN STOBART
 PHONE NO.: (573) 751-3796
 E-MAIL: john.stobart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 04-12-06 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: **(U.S. Mail)** DPMM
 PO BOX 809
 JEFFERSON CITY MO 65102-0809
 or **(Courier Service)** DPMM
 301 WEST HIGH STREET, RM 630
 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/his proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.


SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Public Communications Services, Inc.
MAILING ADDRESS 11859 Wilshire Blvd., Suite 600
CITY, STATE, ZIP CODE Los Angeles, CA 90025

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Public Communications Services, Inc.
IRS FORM 1099 MAILING ADDRESS 11859 Wilshire Blvd., Suite 600
CITY, STATE, ZIP CODE Los Angeles, CA 90025

CONTACT PERSON Tommie Joe	EMAIL ADDRESS tommie.joe@teampcs.com
PHONE NUMBER 310-231-1000, Ext. 3037	FAX NUMBER 310-954-2118
TAXPAYER ID NUMBER (TIN) 95-4615444	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN
VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other	
AUTHORIZED SIGNATURE 	DATE April 7, 2005
PRINTED NAME Tommie Joe	TITLE Chief Operating Officer

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

 RFP B2Z05070 is hereby amended by BAFO #002, Revision #002 as follows:

The following paragraphs have been revised:

- 3.1.8;
- 3.1.10;
- 3.1.19

The following paragraphs have been added:

- 1.2.4 a;
- 3.1.8 c;
- 3.1.8 d;
- 3.1.8 e;
- 3.1.8 f;
- 3.1.8 g





STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR BEST AND FINAL OFFER (BAFO)
 FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 002, REVISION #001
 RFP NO.: B2Z05070
 TITLE: OFFENDER TELEPHONE SERVICE
 ISSUE DATE: 04-03-06

REQ NO.: NR 3002150000041
 BUYER: JOHN STOBART
 PHONE NO.: (573) 751-3796
 E-MAIL: john.stobbart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 04-07-06 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: (U.S. Mail) DPMM or (Courier Service) DPMM
 PO BOX 809 301 WEST HIGH STREET, RM 630
 JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI

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SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Public Communications Services, Inc.
MAILING ADDRESS 11859 Wilshire Blvd., Suite 600
CITY, STATE, ZIP CODE Los Angeles, CA 90025

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Public Communications Services, Inc.
IRS FORM 1099 MAILING ADDRESS 11859 Wilshire Blvd., Suite 600
CITY, STATE, ZIP CODE Los Angeles, CA 90025

CONTACT PERSON Tommie Joe		EMAIL ADDRESS tommie.joe@teampcs.com	
PHONE NUMBER 310-231-1000, Ext. 3037		FAX NUMBER 310-954-2118	
TAXPAYER ID NUMBER (TIN) 95-4615444	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other			
AUTHORIZED SIGNATURE 		DATE April 5, 2005	
PRINTED NAME Tommie Joe		TITLE Chief Operating Officer	

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

RFP B2Z05070 is hereby amended by BAFO #002, Revision #001 as follows:

The following paragraphs have been revised:

3.1.8

4.4.1

Exhibit C-1, 1. u.

The following paragraphs have been added:

1.2.7;

1.2.8;

1.2.9;

3.1.8 a., and subparagraphs 1), 2), and 3);

3.1.8 b;

3.1.9;

3.1.10;

3.1.11;

3.1.12;

3.1.13;

3.1.14;

3.1.15;

3.1.16;

3.1.17;

3.1.18;

3.1.19;

3.1.20;

3.1.21;

Exhibit C-1, 1. X

The following Exhibits have been revised:

Exhibit A;



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR BEST AND FINAL OFFER (BAFO)
 FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 002
 RFP NO.: B2Z05070
 TITLE: OFFENDER TELEPHONE SERVICE
 ISSUE DATE: 03-21-06

REQ NO.: NR 300215000041
 BUYER: JOHN STOBART
 PHONE NO.: (573) 751-3796
 E-MAIL: john.stobart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 03-28-06 AT 5:00 PM CENTRAL TIME

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 PO BOX 809 301 WEST HIGH STREET, RM 630
 JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/his proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

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MAILING ADDRESS 11859 Wilshire Blvd, Suite 600
CITY, STATE, ZIP CODE Los Angeles, CA 90025

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IRS FORM 1099 MAILING ADDRESS 11859 Wilshire Blvd., Suite 600
CITY, STATE, ZIP CODE Los Angeles, CA 90025

CONTACT PERSON Tommie Joe		EMAIL ADDRESS tommie.joe@teampcs.com	
PHONE NUMBER 310-231-1000, Ext. 3037		FAX NUMBER 310-954-2118	
TAXPAYER ID NUMBER (TIN) 95-4615444	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other			
AUTHORIZED SIGNATURE 		DATE April 5, 2006	
PRINTED NAME Tommie Joe		TITLE Chief Operating Officer	

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

RFP B2Z05070 is hereby amended by BAFO #002, Revision #001 as follows:

The following paragraphs have been revised:

4.2.1 a;

4.4.1

The following paragraphs have been added:

3.1.8;

4.2.1 b;

Exhibit C-1, 1. t;

Exhibit C-1, 1. u;

Exhibit C-1, 1. v;

Exhibit C-1, 1. w

The following Exhibits have been revised: Exhibit A



April 10, 2006

Attention: John Stobbart
Division of Purchasing and Materials Management
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65101

Dear Mr. Stobbart:

PCS is honored to have the opportunity to respond to BAFO Request No. 002 and all associated revisions for the State of Missouri for Offender Telephone Services pursuant to your Request for Proposal B2Z05070. PCS has proposed the best equipment, technology, service and support available in today's marketplace, while providing the lowest possible call rates.

We are confident that our proposal provides the best value proposition to meet and exceed the State of Missouri's goals and objectives. We look forward to responding to any questions resulting from your review of the enclosed best and final offer. For additional information, please feel free to contact me at 310-954-3015 or by email at joe.pekarovic@teampcs.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Pekarovic", written over a horizontal line.

Joe Pekarovic
Vice President of Sales

1. CLARIFICATIONS:

1.1 Please confirm the validity of the proposal for an additional 60 days from the BAFO receipt due date.

PCS confirms its proposal to the State of Missouri is valid for an additional 60 days from the BAFO receipt due date.

2. OFFEROR RESPONSE TO CHANGED REQUIREMENTS: The offeror is requested to respond to the following revised and added paragraphs and/or Exhibits:

PARAGRAPH ADDED BY BAFO #002, REVISION #002

1.2.4.a The current contract is limited to the Offender Payphone Services only. The network connectivity associated with the Department of Correction's private network for data transmission has been acquired separate from this contract.

PCS has read and understands.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

1.2.7 The following Department of Corrections facilities currently use the Southwestern Bell frame relay cloud:

*Eastern Reception & Diagnostic Correctional Center – 2727 Highway K – Bonne Terre, MO
Boonville Correctional Center & Boonville Treatment – 1216 East Morgan Street – Boonville
Crossroads Correctional Center – 1115 E Pence – Cameron
Southeast Correctional Center – 300 Pedro Simmons Drive – Charleston
Chillicothe Correctional Center – 1500 3rd Street – Chillicothe
Western Missouri Correctional Center – 609 E Pence – Cameron
Farmington Correctional Center – 1012 W Columbia Street – Farmington
Ozark Correctional Center – 1192 Honor Camp Lane – Fordland
Fulton Reception & Diagnostic Center – 1393 Route O – Fulton
South Central Correctional Center – 255 W Highway 32 – Licking
Potosi Correctional Center – 11593 State Road O – Potosi
Missouri Eastern Correctional Center – 18701 Old Highway 66 – Pacific
Moberly Correctional Center – 5201 S Morley – Moberly
Northeast Correctional Center – 13608 Pike 46 Airport Road – Bowling Green
Western Reception, Diagnostic & Cor. Center – 3401 Faraon Street – St. Joseph
Women's Reception and Diagnostic Center – 1101 E Hwy 54 – Vandalia*

PCS has read and understands.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

1.2.8 The following Department of Corrections facilities currently use the Sprint frame relay cloud:

Maryville Treatment Center – 30227 US Hwy 136 – Maryville, MO

Tipton Correctional Center – 619 N Osage Avenue – Tipton, MO

PCS has read and understands.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

1.2.9 The following Department of Corrections facilities currently use the point to point circuits to the State Data Center – 301 W High – Jefferson City:

Jefferson City Correctional Center – 8200 Fence Line Road – Jefferson City, MO

Algoa Correctional Center – 8501 Fence Line Road – Jefferson City, MO

PCS has read and understands.

PARAGRAPH REVISED BY BAFO #002, REVISION #002

3.1.8 The contractor shall furnish, install, monitor, maintain and incur the expense for the of installation of and the ongoing monthly expense, through the life of the contract for data circuits, separate from the bandwidth provided for the offender phone recording and monitoring system, at each of the institutions (see the list below). The contractor will be allowed to use the existing DOC equipment to terminate the services. If additional equipment is necessary, the contractor shall be responsible for all one time cost associated with the solution. Such equipment shall become the property of the State of Missouri upon delivery. This bandwidth must be the guaranteed access and throughput availability speed of a T1 circuit. This service must connect to the Missouri Department of Corrections equipment located in the State Data Center, 301 West High Street, Jefferson City, MO 65109. DOC's current network includes terminations of a DS3 into the SBC Frame Relay service, and a T1 into the Sprint Frame Relay service into two premise based Cisco 7206s at the State Data Center.

LOCATION
Eastern Reception & Diagnostic Correctional Center 2727 Highway K Bonne Terre, Mo.
Boonville Correctional Center & Boonville Treatment Center 1216 East Morgan Street Boonville, Mo.
Crossroads Correctional Center 1115 E. Pence Cameron, Mo.
Southeast Correctional Center 300 Pedro Simmons Drive Charleston, Mo.
Chillicothe Correctional Center 1500 Third Street Chillicothe, Mo.
Western Missouri Correctional Center 609 E. Pence Cameron, Mo.

Farmington Correctional Center 1012 W. Columbia Street Farmington, Mo.
Ozark Correctional Center 1192 Honor Camp Lane Fordland, Mo.
Fulton Reception & Diagnostic Center 1393 Route O Fulton, Mo.
Algoa Correctional Center 8501 Fence Line Road Jefferson City, Mo.
Jefferson City Correctional Center 8200 Fence Line Road Jefferson City, MO 65101
South Central Correctional Center 255 West Highway 32 Licking, Mo.
Maryville Treatment Center 30227 US Hwy 136 Maryville, Mo.
Potosi Correctional Center and Mineral Area Treatment Center 11593 State Road O Mineral Point, Mo.
Missouri Eastern Correctional Center 18701 Old Highway 66 Pacific, Mo.
Moberly Correctional Center 5201 S. Morely Moberly, Mo.
Northeast Correctional Center 13608 Pike 46 Airport Road Bowling Green, Mo.
Western Reception, Diagnostic & Correctional Center 3401 Faraon Street St. Joseph, Mo.
Tipton Correctional Center 619 N. Osage Avenue Tipton, Mo.
Women's Reception and Diagnostic Center 1101 E. Hwy 54 Vandalia, MO 63382

PCS agrees and will comply.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.8.a. The Department of Corrections currently has the following equipment in the State Data Center:

- 1) Cisco 7206 Router:
Three T1s:
One to the Jefferson City Probation and Parole Office, 2705 W. Main;
One to DOC Central Office, 2729 Plaza; and
One for CMS that connect to the contractor's pharmacy in Oklahoma.
One DS3 connected to the Southwestern Bell frame relay cloud.*
- 2) Cisco 7206 Router:
One T1 connected to the Sprint frame relay cloud.
Four T1s:*

*One to Probation and Parole Central Office, 1511 Christy Drive;
One to Missouri Vocational Enterprises, 1663 Industrial Drive;
One to Algoa Correctional Center, 8501 Fence Line Road ;
One to Central Missouri Correctional Center, Hwy 179; and
One 9mb ATM connection to the Metropolitan Area Network (MAN).*

- 3) *IBM 2210 Router:
Two T1s: One to Jefferson City Correctional Center, 8200 Fence Line Road;
One to Information Services, 2728 Plaza Drive.*

PCS has read and understands.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.8.b) The correctional facilities have either Cisco 3640 routers with built in CSU/DSUs, or Paradyne 9124 External CSU/CSUs and IBM 2210 routers.

PCS has read and understands.

PARAGRAPH ADDED BY BAFO #002, REVISION #002

3.1.8.c. The DOC 7206 routers in the State Data Center in Jefferson City have the capacity to install a DS3 card into the router. The Central Processing Unit (CPU) shall be the responsibility of DOC.

PCS has read and understands.

PARAGRAPH ADDED BY BAFO #002, REVISION #002

3.1.8.d. The contractor shall be responsible for the acquisition and delivery of the DS3 card. Such card will become the property of the State of Missouri upon delivery. The on-going maintenance shall be the responsibility of the DOC.

PCS has read and understands and will comply.

PARAGRAPH ADDED BY BAFO #002, REVISION #002

3.1.8.e. The DOC Cisco 3640s and IBM 2210 located at the institutions have the capacity and DOC will supply the T1 WIC cards for the installation as well as on-going maintenance.

PCS has read and understands.

PARAGRAPH ADDED BY BAFO #002, REVISION #002

3.1.8.f. The Department of Corrections currently has Cisco 3640s at the following institutions:

- 1) Jefferson City Correctional Center – Jefferson City*
- 2) Eastern Regional & Diagnostic Treatment Center – Bonne Terre*
- 3) Southeast Correctional Center-Charleston*

PCS has read and understands.

PARAGRAPH ADDED BY BAFO #002, REVISION #002

3.1.8.g. The Department of Corrections currently has IBM 2210 routers at all other institutions other than the ones outlined in f. above.

PCS has read and understands.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.9 The contractor may provide such data circuits to the institutions within the same circuits for the Offender Telephone Service. However, traffic must be kept separate.

PCS has read and understands.

PCS will provide two distinct and independent networks. One network will support the Offender Telephone System. The other will be for the exclusive use of the State of Missouri as described in this RFP.

PARAGRAPH REVISED BY BAFO #002, REVISION #002

3.1.10 The contractor shall provide such data circuits for state data application (no voice or video) usage between the Department of Corrections' facilities and its central office in Jefferson City, MO. Such circuits shall not be required to support multi-protocol label switching (MPLS), but may be provisioned over Frame Relay.

PCS has read and understands and will comply.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.11 The contractor shall agree and understand that the State of Missouri currently uses frame relay services from Southwestern Bell and Sprint that terminate on a single pipe from each company. The contractor must terminate T1 services in an aggregated manner in Jefferson City, but shall not be required to terminate such services on the existing service.

PCS agrees and understands.

PCS proposes to install new circuits to support T1 services in an aggregated manner over a DS3 interface terminating in Jefferson City. This approach will eliminate downtime and simplify implementation on the part of State personnel.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.12 The contractor shall not acquire any circuits under any existing State of Missouri contract(s).

PCS agrees and will comply.

PCS will not acquire any circuits under an existing State of Missouri contract.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.13 The contractor shall understand and agree that the State of Missouri shall not acquire circuits on the contractor's behalf with subsequent charge back of such costs to the contractor.

PCS understands and agrees.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.14 The contractor shall provide a minimum DS3 bandwidth from the contractor's network cloud to the termination in the State Data Center.

PCS agrees and will comply.

PCS will provide a minimum DS3 bandwidth from our network cloud to the termination in the State Data Center.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.15 The contractor shall not be required to install equipment at the termination point at the State Data Center at 301 West High Street or at the terminations at any Department of corrections Facility. The contractor may terminate in the existing state-owned 7206s and like devices at each of the sites.

PCS agrees and will comply.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.16 The contractor shall not be required to provide installation and maintenance of routers, firewalls, and maintain all routing tables for the State data network at each facility. The contractor may utilize state equipment that is in place.

PCS agrees and will comply.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.17 The contractor may provide a demark consisting of a smart jack with an RJ-45 connection equal to the speed of a T-1 to meet the dedicated network requirement for each facility. The smart jack must be the equivalent of a network interface unit to allow the contractor to test to the NIU.

PCS agrees and will comply.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.18. The contractor shall agree and understand that the State of Missouri will continue to assume the expense of the existing DS3 and T-1 in service today, or whatever the state keeps in place.

PCS agrees and understands.

PCS proposes to install a new DS3 and T-1 data circuits. Keeping the existing DS3 and T-1 data circuits in service, will provide the State of Missouri with network redundancy and help to ensure a smooth transition to the PCS network. The new PCS provided State Data Network will be in place and operational at system turn-up.

PARAGRAPH REVISED BY BAFO #002, REVISION #002

3.1.19 Currently, the facilities outlined in 3.1.1 have a frame relay connection that terminates on premise to the Southwestern Bell and Sprint clouds depending on the service areas or dedicated point to point T1. Sprint and Southwestern Bell then use their clouds/facilities to terminate into the Jefferson City Sprint central office. At that point, there is DS3 from Southwestern Bell and a T-1 from Sprint clouds that terminate at the State Data Center.

PCS has read and understands.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.20 The contractor shall provide bandwidth access and available speed equal to a T-1 to each of the institutions outlined in 3.1.8.

PCS agrees and will comply.

PCS will provide bandwidth access and available speed equal to a T-1 to each of the institutions outlined in 3.1.8.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

3.1.21 The contractor's T-1 data circuits shall have the ability to transmit to the State Data Center. Such circuits shall not be required to be a part of a fully meshed network with connectivity to all locations within the cloud.

PCS agrees and will comply.

PARAGRAPH REVISED BY BAFO #002

4.2.1.a The cost evaluation for Basic will be based on 70% of the estimated numbers of calls and minutes stated in paragraph 1.2.1.

PCS has read and understands.

PARAGRAPH ADDED BY BAFO #002

4.2.1.b The cost evaluation for Basic with Option One will be based on the following percentages of the estimated numbers of calls and minutes stated in paragraph 1.2.1:

Option One-Debit calls- 15%

Option One-Prepaid calls- 15%

NOTE: The above are estimates only. The State of Missouri will not guarantee any quantity of calls or minutes.

PCS has read and understands.

PARAGRAPH REVISED BY BAFO #002, REVISION #001

4.4.1 Cost: The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. The price for basic ots stated shall be the contractor's charge per minute and set-up charge for collect calls, and shall be exclusive of any and all local, state and federal taxes/fees (I.E, LOCAL, STATE AND FEDERAL TAXES/FEES MAY BE PASSED ON TO THE CUSTOMER IN ADDITION TO THE OFFEROR'S PER MINUTE PRICES AND SET-UP CHARGE). Basic with option one debit calls shall be inclusive of any and all local, state, and federal taxes and/or fees (I.E, LOCAL, STATE, AND FEDERAL TAXES/FEES SHALL NOT BE ADDED TO THE FIRM, FIXED POSTALIZED PRICE PER MINUTE PAID FOR BY THE OFFENDER). Basic with option one pre-paid calls shall be exclusive of any and all local, state, and federal taxes and/or fees (I.E, LOCAL, STATE AND FEDERAL TAXES/FEES MAY BE PASSED ON TO THE CUSTOMER IN ADDITION TO THE OFFEROR'S FIRM, FIXED POSTALIZED PRICE PER MINUTE). All other applicable costs and expenses necessary to satisfy the requirements of the RFP, including furnishing, installing, providing any necessary hardware, monitoring, maintaining and incurring the expense for the of installation of, and the ongoing monthly expense, through the life of the contract, for data circuits, separate from the bandwidth provided for the offender phone recording and monitoring system, at each of the institutions referenced in paragraph 3.1.8 must be included in the stated price. All prices quoted shall be firm, fixed for duration of the contract. The offeror shall provide the lowest firm fixed prices available to the called parties. Commissions from the call charges shall not be applicable nor shall any commission-like payments be made by the contractor to the State of Missouri or any other entity or party. In lieu of commission-like revenue received by the State of Missouri, the offeror should propose contract costs that take commissions otherwise paid and offset the contract costs to the called party. Unless stated herein, the state shall assume that absolutely no other costs, charges, or fees will be assessed to the state, the offender or the called party whatsoever, and that no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

PCS has read and understands and will comply.

**EXHIBIT A
COST (PRICING SECTION)**

EXHIBIT REVISED BY BAFO #002, REVISION #001

A.1 REQUIRED PRICING: The offeror must state below the firm, fixed price for performing OTS services in accordance with the provisions and requirements stated herein, including furnishing, installing, providing any necessary hardware, monitoring, maintaining and incurring the expense for the of installation of and the ongoing monthly expense, through the life of the contract, for data circuits, separate from the bandwidth provided for the offender phone recording and monitoring system, at each of the institutions referenced in paragraph 3.1.8. All costs associated with providing the required services, including all travel and expenses to be incurred by contractor staff, must be included. The offeror must propose all items (001 through 010). Prices shall not include commissions to be paid to the State of Missouri (see RFP paragraph 4.4.1).

PCS has read and understands.

The TeamPCS Full Disclosure Rate Plan

PARAGRAPH REVISED BY BAFO #002, REVISION #001

- a. **Basic OTS: Collect Calls:** shall be defined as where the outside party is requested to pay for the calls where the cost would be billed through a monthly invoice to the called party. Such prices shall be exclusive of taxes. The offeror must propose all items (001 through 008). The offeror must state the firm, fixed rates per minute and shall include all set up fees for all offender calls for the following service, exclusive of any and all local, state, and federal fees/taxes (***I.E., LOCAL, STATE AND FEDERAL TAXES/FEES MAY BE PASSED ON TO THE CUSTOMER IN ADDITION TO THE OFFEROR'S PER MINUTE PRICES AND SET-UP CHARGE.***)

ITEM NO.	Description	Unit of Measure	Firm Fixed Price
001	Local Call	Minute	\$0.10
002	Set-up Charge for Local Call	Call	\$1.00
003	Intralata Call	Minute	\$0.10
004	Set-up Charge for Intralata Call	Call	\$1.00
005	Interlata Call	Minute	\$0.10
006	Set-up Charge for Interlata Call	Call	\$1.00
007	Interstate Call	Minute	\$0.10
008	Set-up Charge for Interstate Call	Call	\$1.00

PARAGRAPH REVISED BY BAFO #002, REVISION #001

- b. Basic OTS with option 1 features and functions for debit calls where the offender will deposit money within the state run commissary. Price must be inclusive of taxes. The offeror must propose item 009. The offeror must state a firm, fixed all inclusive postalized price per minute, which must include any and all regulatory fees/surcharges, set up fees,

and any and all taxes, etc (I.E, LOCAL, STATE, AND FEDERAL TAXES/FEES SHALL NOT BE ADDED TO THE FIRM, FIXED POSTALIZED PRICE PER MINUTE PAID FOR BY THE OFFENDER).

<i>ITEM NO.</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Firm Fixed Postalized Price</i>
<i>009</i>	<i>Postalized Debit Call</i>	<i>Per Minute</i>	<i>\$0.10</i>

PARAGRAPH REVISED BY BAFO #002, REVISION #001

- c. Basic OTS with option 1 features and functions for pre-paid calls, where the called party deposits money within the offeror's operated account. Price must be exclusive of taxes. The offeror must propose item 010. The offeror must state a firm, fixed all inclusive postalized price per minute, which shall be exclusive of any and all regulatory fees/surcharges, set up fees, and any and all taxes, etc: (I.E, LOCAL, STATE AND FEDERAL TAXES/FEES MAY BE PASSED ON TO THE CUSTOMER IN ADDITION TO THE OFFEROR'S FIRM, FIXED POSTALIZED PRICE PER MINUTE).

<i>ITEM NO.</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Firm Fixed Postalized Price</i>
<i>010</i>	<i>Postalized Pre-paid Call</i>	<i>Per Minute</i>	<i>\$0.10</i>

- d. **International Calls:** The offeror must propose rates for International calls. The offeror shall attach their proposed international callings rates. Prices for International calls will be subjectively evaluated within the area of Proposed Method of Performance.

PCS INTERNATIONAL CALLING RATES

<i>ITEM NO.</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Firm Fixed Price</i>
<i>201</i>	<i>International Call</i>	<i>Minute</i>	<i>\$ 0.75</i>
<i>202</i>	<i>Set-up Charge for International Call</i>	<i>Call</i>	<i>\$ 0.50</i>

PARAGRAPH ADDED BY BAFO #002

C.1.1.t. The offeror should describe the data circuits that shall be provided, separate from the bandwidth provided for the offender phone recording and monitoring system at each of the institutions (see paragraph 3.1.8).

- PCS will provide T1 data circuits utilizing frame relay encapsulation separate and distinct from the bandwidth provided for the offender phone recording and monitoring system at each of the institutions listed in paragraph 3.1.8.

PARAGRAPH REVISED BY BAFO #002, REVISION #001

C.1.1.u. The offeror should describe how the data circuits that are outside of the offender phone system will utilize the Southwestern Bell and Sprint Frame Relay services or offeror provided solution, including how the service will be connected back to the State Data Center in Jefferson City.

- All facilities listed in paragraph 1.2.7 will use the Southwestern Bell frame relay cloud. The facilities listed in paragraph 1.2.8 will use the Sprint frame relay cloud. The State Data Center will connect to the Southwestern Bell frame relay cloud via DS3 and to the Sprint Frame Relay service via T-1. The facilities listed in paragraph 1.2.9 will use point to point circuits to the State Data Center in Jefferson City.

PARAGRAPH ADDED BY BAFO #002

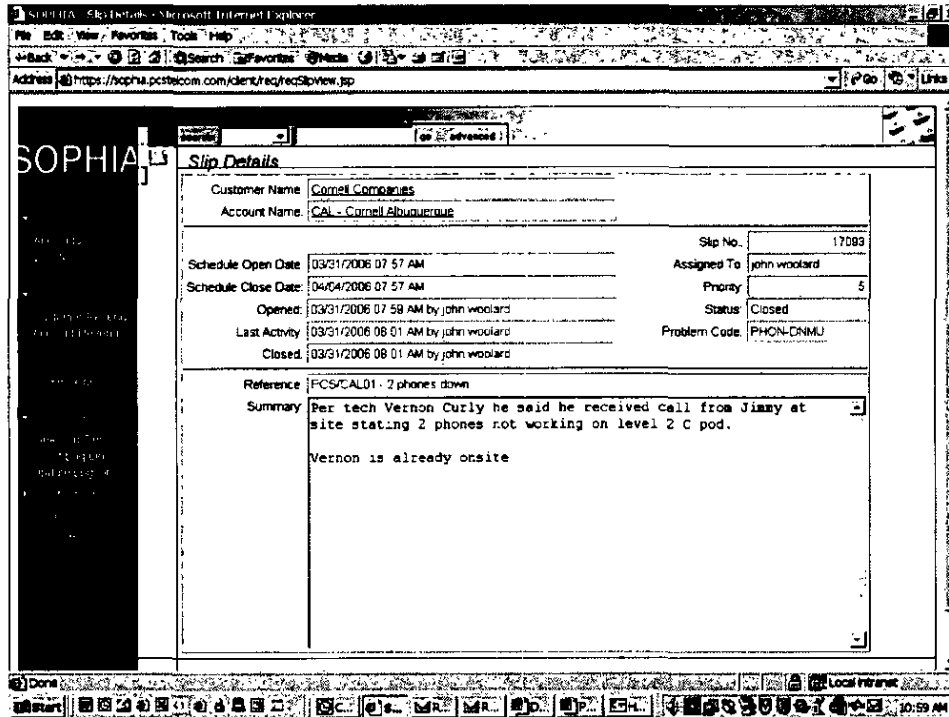
C.1.1.v. The offeror should describe in detail how trouble reports and escalation of the data circuits issues for services outside of the offender phone system will be handled by the offeror and the state of Missouri.

- The PCS Technical Services Department will interact directly with all carriers to open trouble tickets, track developments, monitor progress, and expedite resolution until a trouble is cleared. Department operations function on a 24 x 7 x 365 basis.

PCS utilizes remote diagnostic software to constantly monitor the network to identify any potential issues in Frame and WAN connectivity at our client sites. In the event the facility experiences a problem, the problem should be reported to our Technical Service department by calling 1-800-6-Inmate. PCS Technical Services operates with an internal escalation procedure to ensure timely and accurate responses.

Whenever network problems occur, the Technical Services Representative will enter a trouble slip into the Keystone trouble slip tracking software. Keystone allows all Technical Service employees to check the status of any problem at any time.

Authorized State personnel will be able to log-on to our proprietary phone management system, SOPHIA, to review both open and closed tickets. As shown in the following example, ticket details include: location, description of the problem, time of outage, priority level, and notes.



SOPHIA Screen Showing Trouble Ticket

PCS will work with the State of Missouri to customize escalation procedures to meet the State's specific requirements. In addition to the above procedures and toll-free number, PCS provides a complete list of back up telephone numbers. These numbers will include the direct lines to:

1. 24-hour live answer repair and service number
2. Corporate Offices and Technical Services Group extensions
3. Technical Services Group
4. Billing/End User Customer Service Department 800 number

For complaints or problems not handled within the required response times, the following are the next levels of management, which may be contacted for further resolution:

1. One hour past the required timeline:
Inmate Customer Service Manager
 a. Direct Line: **Helen Douglas** (800) 350-1000, x 3008
 b. Cell Phone: (818) 523-5245
2. Two hours past the required timeline:
Vice President of Inmate Operations
 a. Direct Line: **Doyle Schaefers** (800) 350-1000, x 3027
 b. Cell Phone: (813) 672-4541
3. Three hours past the required timeline:
Vice President of Inmate Sales
 a. Direct Line: **Joseph Pekarovic** (800) 350-1000, x 3015
 b. Cell Phone: (310) 600-9448

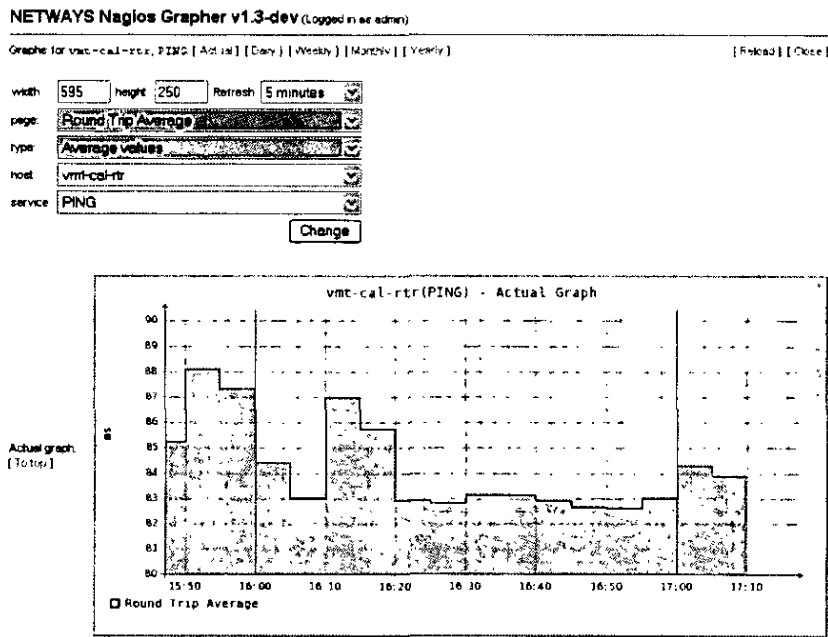
- 4. Four hours past the required timeline:
Chief Operating Officer
a. Direct Line: **Tommie Joe**
(800) 350-1000, x 3037
b. Cell Phone: (310) 922-3037

- 5. Five hours past the required timeline:
Chief Executive Officer
a. Direct Line: **Paul Jennings**
(800) 350-1000, x 3101
b. Cell Phone: (310) 600-3540

PARAGRAPH ADDED BY BAFO #002

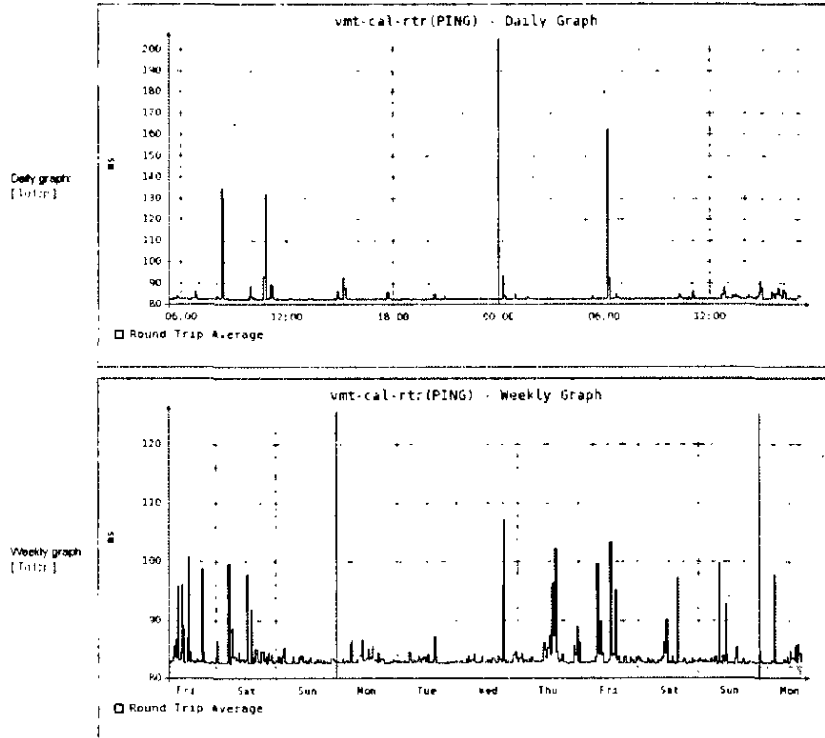
C.1.1.w The offeror should describe any statistical or traffic reports available for the data circuits that are outside of the offender phone system.

- PCS will provide network management reports that record the performance of data circuits by the minute, day, week, month, and year. PCS uses Nagios, a specialized network management software application that is entirely independent of the offender phone system.



PCS Network Management Reports

These reports identify any potential issues in frame and WAN connectivity. They graphically illustrate network latency, the delay between when a request for data is made and the actual beginning of the data transfer. Spikes show the frequency and seriousness of significant delays and help to determine whether additional bandwidth may be required to maintain the required level of performance.



Performance is Measured by the minute, day, week, month, and year.

PARAGRAPH ADDED BY BAFO #002, REVISION #001

C.1.1.x. If the offeror proposes to provide additional bandwidth within circuits provided for other required services, the offeror should clearly describe the manner in which such traffic shall be kept separate. The offeror should include a diagram showing the network and equipment that the offeror proposes to provide.

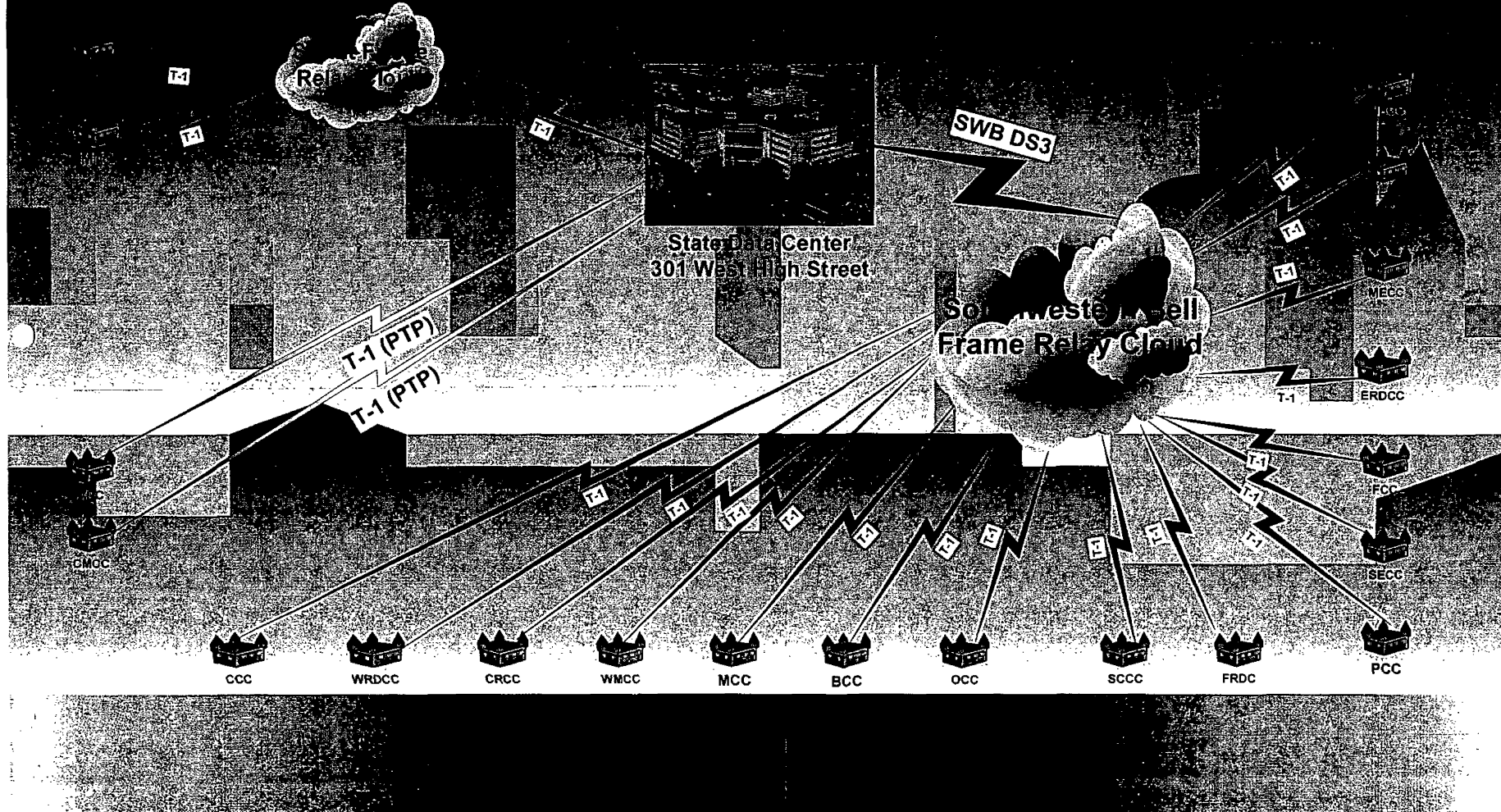
- PCS does not propose providing additional bandwidth within circuits provided for other required services. PCS proposes providing the State with new circuits parallel to the existing circuits and separate and distinct from the circuits utilized by the Offender Telephone System. Please see the following page for a diagram of the network PCS proposes to provide inclusive of using all of the State's described equipment where appropriate with additional provision of a DS3 card as agreed to in paragraph 3.1.8d.

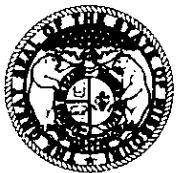


Public Communications Services, Inc.

State of Missouri DOC Facilities

State Data Application Network Diagram





STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR BEST AND FINAL OFFER (BAFO)
 FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 001, REVISION #002
 RFP NO.: B2Z05070
 TITLE: OFFENDER TELEPHONE SERVICE
 ISSUE DATE: 02-15-06

REQ NO.: NR 3002150000041
 BUYER: JOHN STOBART
 PHONE NO.: (573) 751-3796
 E-MAIL: john.stobart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 02-21-06 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: (U.S. Mail) DPMM or (Courier Service) DPMM
 PO BOX 809 301 WEST HIGH STREET, RM 630
 JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD REVISED BY BAFO #001, REVISION #002
 CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/his proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Public Communications Services, Inc.
MAILING ADDRESS 11859 Wilshire Blvd., Suite 600
CITY, STATE, ZIP CODE Los Angeles, CA 90025

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Public Communications Services, Inc.
IRS FORM 1099 MAILING ADDRESS 11859 Wilshire Blvd., Suite 600
CITY, STATE, ZIP CODE Los Angeles, CA 90025

CONTACT PERSON Tommie Joe		EMAIL ADDRESS tommie.joe@teampcs.com	
PHONE NUMBER 310-231-1000, Ext. 3037		FAX NUMBER 310-954-2118	
TAXPAYER ID NUMBER (TIN) 95-4615444	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)	
AUTHORIZED SIGNATURE 		DATE February 16, 2006	
PRINTED NAME Tommie Joe		TITLE Chief Operating Officer	

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

RFP B2Z05070 is hereby amended by BAFO #001, Revision #002 to correct the contract period stated on page one, signature page, to DATE OF AWARD THROUGH FIVE YEARS.



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR BEST AND FINAL OFFER (BAFO)
 FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 001, REVISION #001
 RFP NO.: B2Z05070
 TITLE: OFFENDER TELEPHONE SERVICE
 ISSUE DATE: 02-14-06

REQ NO.: NR 3002150000041
 BUYER: JOHN STOBART
 PHONE NO.: (573) 751-3796
 E-MAIL: john.stobbart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 02-21-06 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: **(U.S. Mail)** DPMM **or** **(Courier Service)** DPMM
 PO BOX 809 301 WEST HIGH STREET, RM 630
 JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/his proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Public Communications Services, Inc.	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Public Communications Services, Inc.
MAILING ADDRESS 11859 Wilshire Blvd., Suite 600	IRS FORM 1099 MAILING ADDRESS 11859 Wilshire Blvd., Suite 600
CITY, STATE, ZIP CODE Los Angeles, CA 90025	CITY, STATE, ZIP CODE Los Angeles, CA 90025

CONTACT PERSON Tommie Joe	EMAIL ADDRESS tommie.joe@teampcs.com
PHONE NUMBER 310-231-1000, Ext. 3037	FAX NUMBER 310-954-2118
TAXPAYER ID NUMBER (TIN) 95-4615444	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN
VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other _____	
AUTHORIZED SIGNATURE 	DATE February 16, 2006
PRINTED NAME Tommie Joe	TITLE Chief Operating Officer

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

RFP B2Z05070 is hereby amended by BAFO #001, Revision #001 as follows:

The following paragraphs have been revised:

Exhibit A.1, subparagraph a;
Exhibit A.1, subparagraph b;
Exhibit C-1, subparagraph 1 s;
Exhibit C-1, subparagraph 4;

The following paragraphs have been added:

3.1.6;
3.1.7



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR BEST AND FINAL OFFER (BAFO)
 FOR REQUEST FOR PROPOSAL (RFP)

BAFO REQUEST NO.: 001
 RFP NO.: B2Z05070
 TITLE: OFFENDER TELEPHONE SERVICE
 ISSUE DATE: 02-03-06

REQ NO.: NR 3002150000041
 BUYER: JOHN STOBART
 PHONE NO.: (573) 751-3796
 E-MAIL: john.stobart@oa.mo.gov

RETURN BAFO RESPONSE NO LATER THAN 02-14-06 AT 5:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Sealed BAFOs should be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN BAFO RESPONSE TO: (U.S. Mail) DPMM or (Courier Service) DPMM
 PO BOX 809 301 WEST HIGH STREET, RM 630
 JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests. The offeror agrees that the language of the original RFP as modified by any previously issued RFP amendments and by this and any previously issued BAFO requests shall govern in the event of a conflict with his/his proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
Public Communications Services, Inc.		
MAILING ADDRESS		
11859 Wilshire Blvd., Suite 600		
CITY, STATE, ZIP CODE		
Los Angeles, California 90025		
CONTACT PERSON	EMAIL ADDRESS	
Tommie Joe	tommie.joe@teampcs.com	
PHONE NUMBER	FAX NUMBER	
310-231-1000, Ext. 3037	310-954-2118	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
95-4615444	<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	
VENDOR TYPE (CHECK ONE)		
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		
AUTHORIZED SIGNATURE	DATE	
	February 14, 2006	
PRINTED NAME	TITLE	
Tommie Joe	Chief Operating Officer	

**OFFENDER TELEPHONE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

RFP B2Z05070 is hereby amended by BAFO #001 as follows:

The following paragraphs have been **REVISED**:

Exhibit A.1;
Exhibit A.1, subparagraph a;
Exhibit A.1, subparagraph b;
Exhibit C-1, subparagraph 4.

The following paragraphs have been **ADDED**:

C-1, subparagraph 1 s;
Exhibit C-1, subparagraph 3 c;
Exhibit C-1, subparagraph 5 a.



February 17, 2006

Attention: John Stobbart
Division of Purchasing and Materials Management
301 West High Street, Truman Building, Room 630
Jefferson City, MO 65101

Dear Mr. Stobbart:

PCS is honored to have the opportunity to present its best and final offer to the State of Missouri for Offender Telephone Services pursuant to your Request for Proposal B2Z05070. PCS has proposed the best equipment, technology, service and support available in today's marketplace, while providing the lowest possible call rates.

We are confident that our proposal provides the best value proposition to meet and exceed the State of Missouri's goals and objectives. We look forward to responding to any questions resulting from your review of the enclosed best and final offer. For additional information, please feel free to contact me at 310-954-3015 or by email at joe.pekarovic@teampcs.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Pekarovic", is written over a horizontal line.

Joe Pekarovic
Vice President of Sales

1. CLARIFICATIONS:

1.1 Please confirm the validity of the proposal for an additional 60 days from the BAFO receipt due date.

PCS confirms its proposal to the State of Missouri is valid for an additional 60 days from the BAFO receipt due date.

2. OFFEROR RESPONSE TO CHANGED REQUIREMENTS: The offeror is requested to respond to the following revised and added paragraphs:

3.1.6

3.1.6 The contractor shall furnish, install, and maintain all storage equipment and software as required for CDR and recordings based upon the provisions and requirements state herein.

PCS has read and will comply. PCS will furnish, install and maintain the storage equipment and software required for the CDR and recordings of the Offender Telephone System based upon the provisions and requirements stated herein.

3.1.7

3.1.7 The contractor shall furnish, install, monitor, and maintain all WAN connections and equipment required for their design, based upon the provisions and requirements stated herein.

PCS has read and will comply. PCS will furnish, install and maintain all WAN connections and equipment required for their design, based upon the provisions and requirements stated herein.

Exhibit A.1;

A.1 REQUIRED PRICING: The offeror must state below the firm, fixed price for performing OTS services in accordance with the provisions and requirements stated herein. All costs associated with providing the required services, including all travel and expenses to be incurred by contractor staff, must be included. The offeror must propose all items (001 through 009). Prices shall not include commissions to be paid to the State of Missouri (see RFP paragraph 4.4.1).

PCS has read and will comply. The prices stated below are firm and fixed. These prices include all costs associated with performing the OTS services in accordance with the provisions and requirements as stated in the RFP, inclusive of travel and staff expenses. Prices for the Basic OTS are presented in Items 001 through 009. These prices do not include commissions to be paid to the State of Missouri.

Exhibit A.1, Subparagraph a;

a. Basic OTS: The offeror must propose all items (001 through 008). The offeror must state the firm, fixed rates per minute and shall include all set up fees for all offender calls for the following service, *exclusive of any and all local, state, and federal fees/taxes.*

ITEM NO.	Description	Unit of Measure	Firm Fixed Price
001	Local Call	Minute	\$0.10
002	Set-up Charge for Local Call	Call	\$1.00
003	Intralata Call	Minute	\$0.10
004	Set-up Charge for Intralata Call	Call	\$1.00
005	Interlata Call	Minute	\$0.10
006	Set-up Charge for Interlata Call	Call	\$1.00
007	Interstate Call	Minute	\$0.10
008	Set-up Charge for Interstate Call	Call	\$1.00

Exhibit A.1, Subparagraph b;

b. Basic OTS With Option 1 Features and Functions: *The offeror must propose item 009. The offeror must state a firm, fixed all inclusive postalized price per minute, which must include any and all regulatory fees/surcharges, set up fees, and any and all taxes, etc.:*

<i>ITEM NO.</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Firm Fixed Postalized Price</i>
009	Postalized Call	Per Minute	\$ 0.09

Exhibit C-1, subparagraph 1 s;

s. The offeror should describe the WAN connection, and equipment provided in each location, including storage for CDR and recordings. The offeror should describe the process by which the contractor will upgrade the WAN in the event the state is not satisfied with performance of the WAN.

- PCS will provide the State of Missouri with a Carrier Class Network utilizing Cisco 2811, 2851, and 3845 integrated services routers with interface cards selected specifically to meet the configuration and bandwidth requirements of each location.

PCS utilizes an nx T1 connection to a carrier class MPLS network. When additional bandwidth is required, T1's are "bonded" to provide a larger connection to the network in port increments of 1.5 Mb/s (e.g. 1.5, 3.0, 4.5 Mb/s). In solutions requiring greater than 9 Mb/s, PCS utilizes a DS3 connection with a port access ranging from 9 to 45 Mb/s.

The equipment at each of the 20 State of Missouri DOC Correctional facilities will consist of one or more VAC Focus100 systems, each with 6 months of online storage. The primary means of storage will be on Raid5 HSS SCSI disk arrays with external NAS disk backup of the CDRs and recordings. This will ensure that each facility has online access to locally stored call recordings for a minimum of 6 months and online local access to CDR data for the duration of the contract.

Additionally, all recordings and data will be automatically transmitted and centrally stored at the offices of Huber & Associates in Jefferson City, MO for online access. This location will maintain all call recordings and CDR data for all sites for the 5-year duration of the contract. The Huber & Associates location will be configured with the following:

- Five (5), 7-Terabyte Fibre Channel (16-Bay) SATA Raid 5 HSS Disk Arrays
- 12-Port Fibre Channel Switch
- Fibre Array Management Software

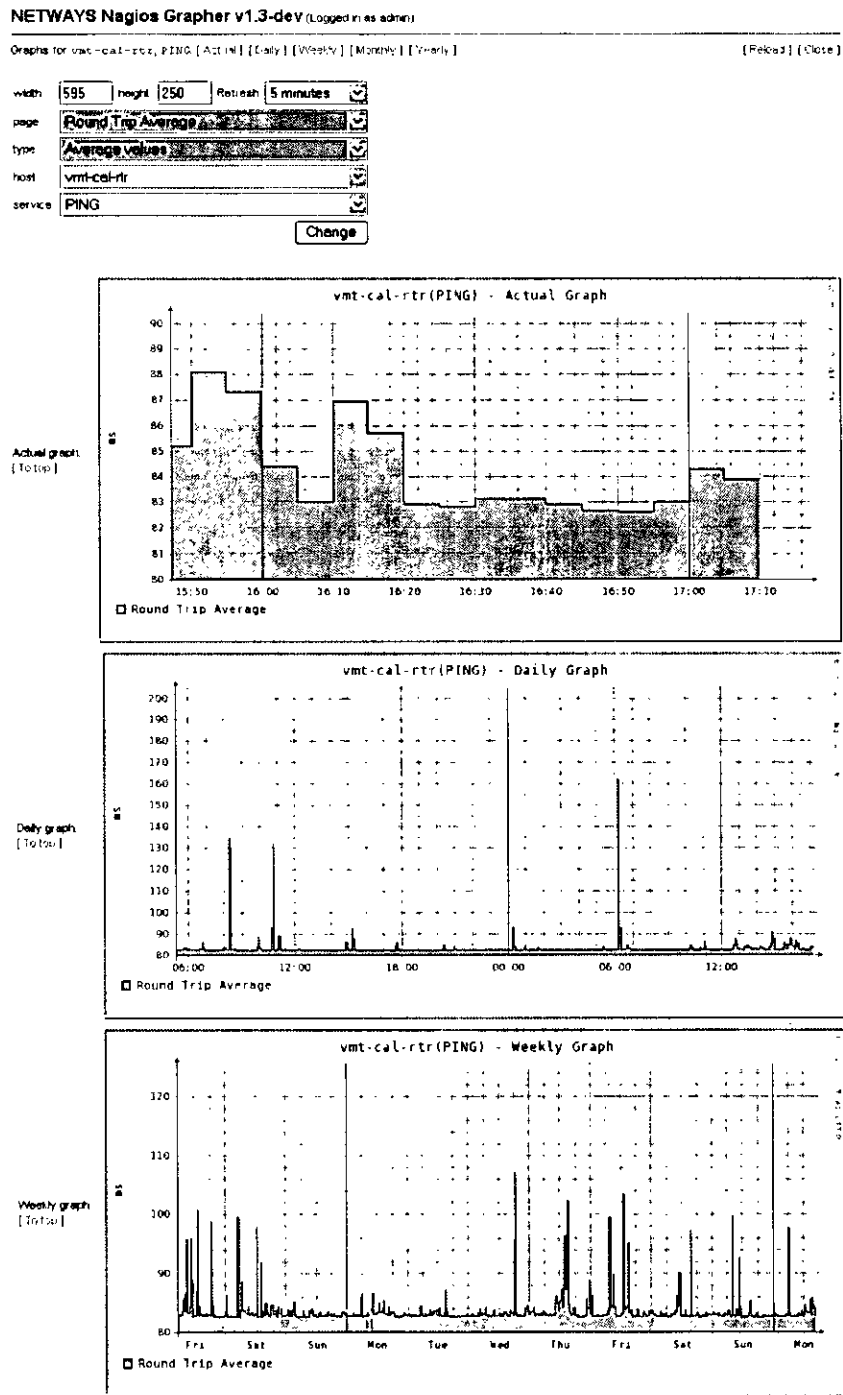
Following contract award, PCS will engineer a Wide Area Network (WAN) for the State of Missouri Department of Correction facilities and investigative offices as well as connections to PCS' monitoring and storage facilities. Each location will be connected to the WAN via a circuit of sufficient bandwidth to ensure information access speeds meet the requirements of the DOC. The design of this network will be based upon calculations of latency, availability and bandwidth utilization.

PCS and the State of Missouri both understand that over time there will be a need to respond to growth and changing utilization levels at some of the facilities. PCS actively monitors all network locations to ensure they are meeting satisfactory performance levels. PCS will make these reporting tools available to the State of Missouri.

Each location will have routers that report back to the PCS network management system via SNMP. The screen shots below show some of the reports available. PCS will work with the State of Missouri to define performance thresholds for each of the facilities. Should any performance thresholds not be met, system alarms will notify both PCS and the State of Missouri that upgrades in network capacity may be required. Below please note an example of a PCS system management report. These reports will be available to the State of Missouri DOC for all locations.

La-ten-cy (lā'tn-sē) *n.*

1. The time between initiating a request for data and the beginning of the actual data transfer.



PCS System Management Reports Show Network Performance by the Minute, Day, Week, Month, and Year.

PCS will proactively work with the State to anticipate changing usage patterns and to provide the State with specific bandwidth tiers and upgrade times for all locations. By anticipating changes in usage patterns, network upgrades can be implemented without experiencing any deterioration in network performance. Should performance

fall below the service levels established for any location, PCS will increase bandwidth to meet the agreed upon thresholds.

These performance thresholds may include round-trip delays (latency), bandwidth thresholds and circuit availability. The State may also include other threshold requirements it finds relevant to satisfactory performance.

The screenshot displays a network monitoring interface. At the top, there are three summary boxes: 'Current Network Status' (last updated Feb 13 17:34:11 PST 2006), 'Host Status Totals' (Up: 0, Down: 0, Unreachable: 0, Pending: 0), and 'Service Status Totals' (Ok: 1, Warning: 0, Unknown: 0, Critical: 0, Pending: 0). Below these is a table for 'Service Status Details For Host vmt-cal-rb' with columns for Host, Service, Status, Last Check, Duration, Attempts, and Status Information. The table lists services like Cisco CPU Load, Cisco Memory Usage, and various interfaces, all showing 'OK' status. A warning is shown for NTP with a duration of 6d 23h 47m 13s. Other services like PING, Telnet, and Update are also listed as 'OK'.

PCS Continuously Monitors WAN Performance

Exhibit C-1, subparagraph 3 c;

c. The offeror should state the minimum billing time increment that shall apply.

- The minimum billing time increment will be whole minutes rounded up to the next whole minute.

Exhibit C-1, subparagraph 4

4. The offeror should state any and all local, state and federal fees/taxes, etc., proposed for Option 1, and state the maximum amounts proposed to charge to the called party. The offeror should site the authority, to include the paragraph of the authority used to charge any such taxes, fees, and surcharges.

- PCS has provided it's proposed rates for Option 1 in Exhibit A, Subparagraph b. We propose a firm, fixed, all inclusive, postalized rate of \$0.09 per minute. This rate includes all taxes, fees, and surcharges.

PCS is required by various Federal, State, and Local laws to collect certain regulatory fees/surcharges, set up fees, and taxes. These charges include the following:

- LT-Telecommunication Business License Tax
- CT- City Tax
- CN-County Tax
- SA-State Tax

State Universal Service fund- USF
FET-Federal Excise Tax
Federal Universal Service Fund – USF
Missouri Regulatory Assessment Invoice -Mo RAI

Please note:

1. The Federal USF is only applied when the calls are placed out of state.
2. The LT, CT and CN are different based on the facility from which the call is made.
3. The SA, FET and State USF are the same for all calls, regardless of the location from which the call is made.

The following chart shows several examples of how PCS would pay these fees.

Example of Call Cost Calculations for Tax Purposes	Call To Area	Base Rate for PCS	Total Tax %	Total Tax	PCS Gross Charge Per Minute
Ozark Correctional Ctr (OCC)	In State	\$ 0.08188	9.91094172%	\$ 0.00812	\$ 0.090
	Out of State	\$ 0.07493	20.11094172%	\$ 0.01507	\$ 0.090
Moberly Correctional Ctr (MCC)	In State	\$ 0.07526	19.57794172%	\$ 0.01474	\$ 0.090
	Out of State	\$ 0.06935	29.77794172%	\$ 0.02065	\$ 0.090
Tipton Correctional Center (TCC)	In State	\$ 0.08176	10.07794172%	\$ 0.00824	\$ 0.090
	Out of State	\$ 0.07483	20.27794172%	\$ 0.01517	\$ 0.090

All of the assessed charges are **built-in** to PCS' maximum rate of \$0.09 per minute. A complete analysis of these current taxes and fees for all 20 correctional facilities is presented in Table A at the end of this document.

The follow information identifies and clarifies the authority used by PCS to collect the required taxes fees and surcharges.

Sales Tax (SA), County Tax (CN) and City Tax (CT)

The Authority to collect taxes is designated to the Missouri Department of Revenue by the legislature of the State of Missouri and most tax laws applied to these taxes are found in Chapters 71 and 92, RSMo:

"The Missouri Department of Revenue serves as the central collection agency for all state revenues. The department's primary duties include collecting taxes, titling and registering motor vehicles, and issuing driver licenses."

The following excerpt is obtained directly from the website of the State of Missouri Department of Revenues (<http://www.dor.mo.gov/tax/business/sales/#stris>)



*“Sales tax is imposed on retail sales of tangible personal property and certain services. All sales of tangible personal property and taxable services are generally presumed taxable unless specifically exempted by law. Persons making retail sales collect the sales tax from the purchaser and remit the tax to the Department of Revenue. **The state sales tax rate is 4.225%. Cities, counties and certain districts may also impose local sales taxes as well, so the amount of tax sellers collect from the purchaser depends on the combined state and local rate at the location of the seller.** The state and local sales taxes are remitted together to the Department of Revenue. Once the seller remits sales tax to the department, the department then distributes the local sales taxes remitted by the sellers to the cities, counties and districts. ”*

Additionally, Missouri Revised Statutes, Chapter 34, State Purchasing and Printing, Section 34.040.6 states:

“The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For purposes of this section, “affiliate of the vendor” shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.”

Also, Section 92.086.13 RSMo states:

“13. Any telecommunications company is authorized to pass through to its retail customers all or part of the business license tax.”

The County (CN) and City (CT) taxes are detailed for each correctional facility in Table A at the end of this document.

Telecommunication Business License Tax (LT)

The following excerpt was also obtained directly from the website of the State of Missouri Department of Revenues (<http://www.dor.mo.gov/tax/business/telecom>)

March 31, 2005 - Missouri Department of Revenue

Municipal Telecommunications Business License Tax

Section 92.066, RSMo requires the Department of Revenue (department) to publish a list of municipalities that have, prior to August 26, 2005, enacted ordinances imposing a business license tax on telecommunications companies. This list includes:

1. The name of the municipality imposing the tax;
2. The name of the tax as denoted by the municipality;
3. The citation of the municipal code provisions imposing the tax; and
4. The percentage of gross receipts (if applicable).

The department has been communicating with municipalities to obtain the required information. See the published list of municipalities imposing a business license tax on telecommunications companies, which has been updated to include information received as of February 16, 2006.

- List of Municipalities with a Telecommunications Business License Tax

The actual taxes associated with each municipality with a Telecommunications Business Tax is detailed for each MODOC facility in Table A at the end of this document and can also be found at the following State of Missouri Department of Revenue website.

<http://www.dor.mo.gov/tax/business/telecom/licensetaxlist.htm>

State of Missouri USF:

Effective March 31, 2002, the Missouri Public Service Commission approved the establishment of a Missouri Universal Service Fund (MoUSF) to help low-income and disable Missourians receive discounts for basic local telephone service. The Commission established as start date of May 1, 2005 with a carrier surcharge of .18% of the net jurisdictional revenues.

MO USF Assessment Determination and Remittance Form - 0.18% of net jurisdictional revenue (Carriers with net jurisdictional revenue of less than \$24,000 are not required to file this report. Carriers with monthly net jurisdictional revenue of more than \$50,000 must submit this report on a monthly basis (Report D). *All telecommunications companies certificated to provide telecommunications services in Missouri except: (a) pay telephone providers; (b) shared tenant services (STS) providers; and (c) companies with annual net jurisdictional revenue below a deminimis level of twenty-four thousand dollars (\$24,000), must remit payment to the Missouri Universal Service Fund.*

Further information on the State of Missouri Universal Service fund can be found at:

[www.psc.mo.gov/press/consumer_issues/Missouri Universal Service Fund.pdf](http://www.psc.mo.gov/press/consumer_issues/Missouri_Universal_Service_Fund.pdf)

Federal Excise Tax:

The IRS is empowered by congress to collect The Federal Excise Tax. Their website (<http://www.irs.gov/publications/p5110/ar02.html#d0e795>) includes the following:



Internal Revenue Service IRS.gov

DEPARTMENT OF THE TREASURY

Communications Tax

A 3% tax is imposed on amounts paid for all the following communications services.

- Local telephone service.
- Toll telephone service.
- Teletypewriter exchange service.

Local telephone service. This includes access to a local telephone system and the privilege of telephonic quality communication with most people who are part of the system. Local telephone service also includes any facility or services provided in connection with this service. The tax applies to lease payments for certain customer premises equipment (CPE) even though the lessor does not also provide access to a local telecommunications system.

Private communication service. Private communication service is not local telephone service. Private communication service includes accessory-type services provided in connection with a Centrex, PBX, or other similar system for dual use accessory equipment. However, the charge for the service must be stated separately from the charge for the basic system, and the accessory must function, in whole or in part, in connection with intercommunication among the subscriber's stations.

Toll telephone service. This includes a telephonic quality communication for which a toll is charged that varies with the distance and elapsed transmission time of each communication. The toll must be paid within the United States. It also includes (a) a telephonic quality communication for which a toll is charged that varies only with elapsed transmission time and (b) a long distance service that entitles the subscriber to make unlimited calls (sometimes limited as to the maximum number of hours) within a certain area for a periodic charge.

Teletypewriter exchange service. This includes access from a teletypewriter or other data station to a teletypewriter exchange system and the privilege of intercommunication by that station with most persons having teletypewriter or other data stations in the same exchange system.

Figuring the tax. The tax is based on the sum of all charges for local or toll telephone service included in the bill. However, if the bill groups individual items for billing and tax purposes, the tax is based on the sum of the individual items within that group. The tax on the remaining items not included in any group is based on the charge for each item separately. Do not include in the tax base state or local sales or use taxes that are separately stated on the taxpayer's bill.

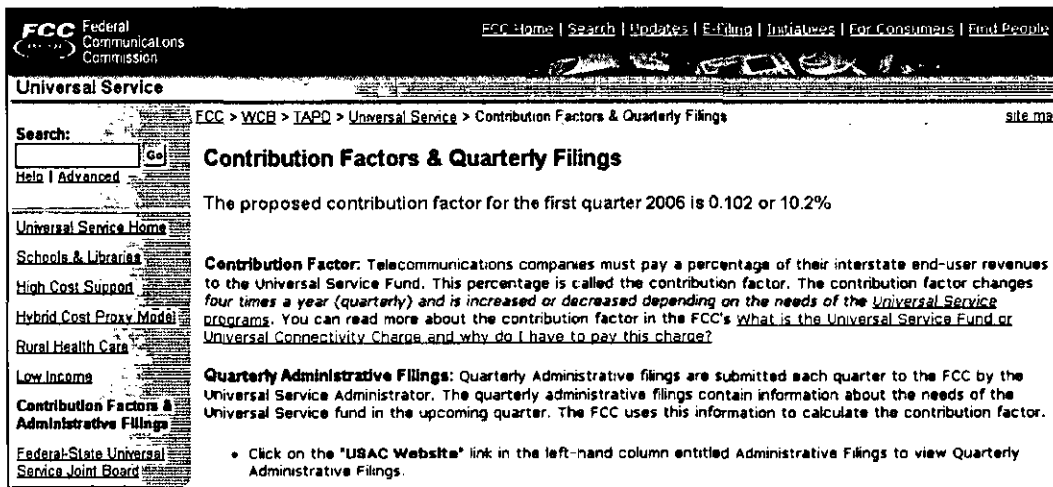
If the tax on toll telephone service is paid by inserting coins in **coin-operated telephones**, figure the tax to the nearest multiple of 5 cents. When the tax is midway between 5-cent

multiples, the next higher multiple applies. **Prepaid telephone cards.** A prepaid telephone card is any card or any other similar arrangement that allows its holder to get local or toll telephone service and pay for those services in advance. The tax is imposed when the card is transferred by a telecommunications carrier to any person who is not a telecommunications carrier. The face amount of the card is the amount paid for communications services. If the face amount is not a dollar amount, see section 49.4251-4 of the regulations.

Federal Universal Service Fund (USF)

The following excerpt was obtained directly from the Federal Communications Commission website and can be found at the following Internet address:

http://www.fcc.gov/wcb/universal_service/quarter.html



The screenshot shows the FCC website page for 'Contribution Factors & Quarterly Filings'. The page title is 'Contribution Factors & Quarterly Filings'. The main content area states: 'The proposed contribution factor for the first quarter 2006 is 0.102 or 10.2%'. Below this, there are two sections: 'Contribution Factor' and 'Quarterly Administrative Filings'. The 'Contribution Factor' section explains that telecommunications companies must pay a percentage of their interstate end-user revenues to the Universal Service Fund, and that this percentage is called the contribution factor. The 'Quarterly Administrative Filings' section states that these filings are submitted each quarter to the FCC by the Universal Service Administrator. A sidebar on the left contains a search box and a list of links including 'Universal Service Home', 'Schools & Libraries', 'High Cost Support', 'Hybrid Cost Proxy Model', 'Rural Health Care', 'Low Income', and 'Contribution Factors & Administrative Filings'. A footer note says: 'Click on the "USAC Website" link in the left-hand column entitled Administrative Filings to view Quarterly Administrative Filings.'

Missouri Regulatory Assessment Invoice – (MO RAI)

Each company's assessment is based on the percentage of the company's gross intrastate operating revenue to total industry revenue times Missouri total assessment. Current rate is 0.17294172% - Payments may be made in quarterly installments: 25% of total per quarter. The first payment is due July 15. Additional payments are due: Oct 15, Jan 15, and April 15.

Exhibit C-1, subparagraph 5 a

a. The offeror should describe the method by which the offeror will transfer the call recording and other information to the state of Missouri at the termination of the contract. The offeror should describe the method and format for transferring the information, and whether the information is in an open architecture format.

- All call recordings and data will remain the property of the State of Missouri. PCS stores these recordings and CDR on RAID 5 servers. At the termination of the contract, PCS will provide a minimum of two workstations along with all of the

RAID 5 servers. This will ensure continuous access to the data and the ability to find, playback, or copy offender conversations to CD. Along with this access, the State of Missouri will be granted the required VAC software licenses for a minimum of five years following the termination of our services.

Information is maintained in an open architecture and does not require any additional software to play back. Data about the calls and offender personal information can be transferred to commonly used software applications via EMI, ASCII, CSV file or any other standard database format requested. Export options for call recordings include WAV format, MP3 or any standard recording format requested by the State.



Missouri Department of Corrections Facility Tax Table Schedule

Table A

Facility	City	LT- License Tax*	CT- City Tax*	CN- County Tax*	SA- State Tax**	State USF	Missouri Regulatory Assessment Invoice (Mo RAI)	FET- Federal Excise Tax***	Federal USF	Total Taxes	
										In State	Out of State
Algoa Corr. Ctr	Jefferson City	7.00%	2.00%	1.0000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	17.57794%	27.7779%
Boonville Corr. Ctr	Boonville	5.00%	1.50%	1.7500%	4.225%	0.18%	0.17294172%	3.00%	10.20%	15.82794%	26.0279%
Chillicothe Corr. Ctr	Chillicothe	0.00%	0.00%	0.7500%	4.225%	0.18%	0.17294172%	3.00%	10.20%	8.32794%	18.5279%
Crossroads Corr. Ctr	Cameron	5.00%	1.50%	1.0000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	15.07794%	25.2779%
Eastern Reception, Diag. and Corr. Ctr	Bonne Terre	5.00%	2.00%	1.7500%	4.225%	0.18%	0.17294172%	3.00%	10.20%	16.32794%	26.5279%
Farmington Corr. Ctr	Farmington	5.00%	1.50%	1.7500%	4.225%	0.18%	0.17294172%	3.00%	10.20%	15.82794%	26.0279%
Fulton Reception and Diag. Ctr	Fulton	0.00%	0.00%	1.0000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	8.57794%	18.7779%
Jefferson City Corr. Ctr	Jefferson City	7.00%	2.00%	1.0000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	17.57794%	27.7779%
Maryville Treatment Ctr	Maryville	0.00%	1.75%	1.5000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	10.82794%	21.0279%
Missouri Eastern Corr. Ctr	Pacific	8.00%	1.50%	1.2500%	4.225%	0.18%	0.17294172%	3.00%	10.20%	18.32794%	28.5279%
Moberly Corr. Ctr	Moberly	8.00%	2.50%	1.5000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	19.57794%	29.7779%
Northeast Corr. Ctr	Bowling Green	0.00%	0.00%	2.0000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	9.57794%	19.7779%
Ozark Corr. Ctr	Fordland	0.00%	1.00%	1.3330%	4.225%	0.18%	0.17294172%	3.00%	10.20%	9.91094%	20.1109%
Potosi Corr. Ctr	Mineral Point	0.00%	0.00%	2.5000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	10.07794%	20.2779%
South Central Corr. Ctr	Licking	0.00%	0.00%	0.5000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	8.07794%	18.2779%
Southeast Corr. Ctr	Charleston	5.00%	1.50%	1.7500%	4.225%	0.18%	0.17294172%	3.00%	10.20%	15.82794%	26.0279%
Tipton Corr. Ctr	Tipton	0.00%	1.00%	1.5000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	10.07794%	20.2779%
Western Missouri Corr. Ctr	Cameron	5.00%	1.50%	1.0000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	15.07794%	25.2779%
Western Reception, Diag. & Corr. Ctr	St. Joseph	7.00%	2.15%	1.1000%	4.225%	0.18%	0.17294172%	3.00%	10.20%	17.82794%	28.0279%
Women's Estrn Rec., Diag. & Corr. Ctr	Vandalia	0.00%	1.50%	1.8750%	4.225%	0.18%	0.17294172%	3.00%	10.20%	10.95294%	21.1529%

Example of Call Cost Calculations for Tax Purposes:	Call To Area	Base Rate for PCS	Total Tax %	Total Tax	PCS Gross Charge to Inmate
From Ozark Correctional Ctr (OCC)	In State	\$ 0.08188	9.91094172%	\$ 0.00812	\$ 0.090
	Out of State	\$ 0.07493	20.11094172%	\$ 0.01507	\$ 0.090
From Moberly Correctional Ctr (MCC)	In State	\$ 0.07526	19.57794172%	\$ 0.01474	\$ 0.090
	Out of State	\$ 0.06935	29.77794172%	\$ 0.02065	\$ 0.090
Tipton Correctional Center (TCC)	In State	\$ 0.08176	10.07794172%	\$ 0.00824	\$ 0.090
	Out of State	\$ 0.07483	20.27794172%	\$ 0.01517	\$ 0.090



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 007
 RFP NO.: B2Z05070
 TITLE: OFFENDER TELEPHONE SERVICES
 ISSUE DATE: September 13, 2005

REQ NO.: NR 300 2150000041
 BUYER: TED WILSON
 PHONE NO.: (573) 751-1692
 E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: SEPTEMBER 23, 2005 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)		(Courier Service)
DPMM	or	DPMM
PO BOX 809		301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
Public Communications Services, Inc.		
MAILING ADDRESS		
11859 Wilshire Blvd., Suite 600		
CITY, STATE, ZIP CODE		
Los Angeles, California 90025		
CONTACT PERSON	EMAIL ADDRESS	
Tommie Joe	tommie.joe@teampcs.com	
PHONE NUMBER	FAX NUMBER	
310-231-1000, Ext. 3037	310-473-4714	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
95-4615444	<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	95461544400
VENDOR TYPE (CHECK ONE)		
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		
AUTHORIZED SIGNATURE	DATE	
	September 16, 2005	
PRINTED NAME	TITLE	
Tommie Joe	Chief Operating Officer	



December 13, 2005

John Stobbart
Division of Purchasing & Materials Management
State of Missouri
Office of Administration
301 West High Street, Room 630
Jefferson City, MO 65101

Dear Mr. Stobbart:

Thank you for the opportunity to clarify our response to RFP B2Z05070: Offender Telephone Services.

Public Communications Services, Inc. (PCS) confirms the validity of its proposal for an additional 90 days from December 9, 2005. Our clarifications appear below: PCS' reply is placed under each item.

Once again, thank you for your time and consideration. If you have any questions or concerns, please feel free to contact me either by phone at (800) 310-231-1000 ext. 3015 or email at joe.pekarovic@teampcs.com.

Sincerely,

A handwritten signature in cursive script that reads "Joseph Pekarovic". The signature is written in black ink and is positioned above the printed name and title.

Joseph Pekarovic
Vice President of Inmate Sales



Points for clarification:

3.3.1.a Please clarify if PCS or the facility will do the work? Will the facility have permissions to block or deny for the entire system, or just that site?

This specification involves the blocking of numbers from offender dialing. The PCS Site Administrator will be responsible for maintaining the list of numbers to be blocked from inmate calling and the list of numbers to be accessible to all inmates. In addition, the Site Administrator can provide agency staff with the list of blocked numbers upon request.

While the Site Administrator is available to do the work, authorized agency staff will have permissions to block or deny numbers for the entire system. The access level assigned to the individual user will determine whether they are able to enter the entire OTS or just the OTS for a single facility. MODOC will determine what access level to grant to each staff member.

3.3.1.i Will the system have the ability to deny calls if the offender does not record a name?

Yes. When an offender makes a call, he/she is obligated to use his/her PIN number. The PIN automatically retrieves the offender's prerecorded name for use in the call announcement. Calling privileges can be denied to offenders that do not record a name at PIN setup.

3.3.1.s Will the proposed system provide the capability of flagging the call and not terminating the call?

Yes. The PCS system can be set to flag the three-way call attempts and not terminate the call. It may also be set to initiate a warning. Regardless of the setting, three way call detection events are always flagged in the call detail record and can be viewed in a report designed specifically to track three way call attempts.

3.3.2.e How will this be automated, and what time frame? What if MODOC wants to approve the list? How are numbers deleted from the list?

This specification involves the providing of automated Allow Lists associated with each PIN. The "self-learn" feature of the OTS provides for automated Allow Lists. This feature will be available immediately upon OTS activation.



Using the automated "self-learn" feature, offenders can add new numbers to their Allow Lists by simply dialing the telephone number. The new numbers will be automatically added to the Allow List until the maximum of numbers allowed is reached.

MODOC will have the opportunity to approve all numbers added to the Allow List before the offender can call that number. New numbers will be flagged, and will not be made active and available for offender calling until MODOC has approved them. This approval can be done either electronically or with a form provided by the Site Administrator.

Offenders may remove numbers from their Allow List by accessing the OTS with their PIN and following the voice prompts. One of the options provided is to delete numbers from the Allow List.

PCS will be pleased to work with MODOC to set up the automated Allow List feature in the way that best suits the needs of the State.

3.4.2.c Interface to be developed. How and what time frame?

MODOC's canteen has been designed and is currently managed by Huber & Associates. PCS has entered into a teaming agreement with Huber & Associates to create an interface between the canteen system and the offender telephone system for the purposes of debit implementation. PCS can guarantee that it will be in place and able to be utilized immediately upon cutover to the PCS offender telephone system.

PCS has discussed with Huber & Associates the requirement of this seamless interface. PCS and Huber have carefully analyzed the existing offender banking and canteen processes and have designed complementary and enhanced processes to accommodate debit calling. This will include daily file transfers that download offender debit calling purchases into the offender's telephone account for immediate use.

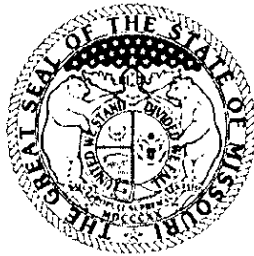
Please see the associated documents for the Offender Telephone Process, as discussed and developed by Huber & Associates, VAC, and PCS.

Offender Phone System Data Flow Overview The State of Missouri DOC

Below are the data flow items that will be used to ensure a seamless implementation of debit calling services for offenders using the PCS OTS at the State of Missouri DOC. Each item has been reviewed by PCS, Huber and VAC to ensure that the system will be implemented upon system turn up. The first group of items boxed below are already in place and standard procedure at the State of Missouri DOC.

<u>Process</u>	<u>Responsibility</u>	<u>Tool</u>
Inmate Intake	MODOC	OPII
Inmate PIN	MODOC	OPII or Canteen POS System
Compile & Transfer Inmate Information For Phone Usage	MODOC	OPII Nightly Job
Transfer Data for Processing	MODOC	OPII Nightly Job
Process Offender Data	Huber	Huber Custom PIN Software
Load Data To Phones	PCS OTS	VAC Software
Offender makes Phone calls	PCS OTS	PCS OTS or VAC Equipment
Money Deducted from Offender's Phone Account	PCS OTS	VAC Software
Offender buys Prepaid Phone Time	MODOC	Canteen POS System
Transfer Offender Prepaid Phone Time to VAC	Huber	Huber Custom Software
Load Offender Prepaid Phone Time to Offender's Debit Phone Account	PCS OTS	VAC Software
Offender Checks Phone Debit Account Balance	PCS OTS	VAC Software
Pay PCS for Prepaid Phone Time	MODOC	Inmate Banking Clear Account Check Writing

Matt Blunt
Governor



State of Missouri
OFFICE OF ADMINISTRATION
Post Office Box 809
Jefferson City, Missouri 65102

James Miluski
Director
Division of Purchasing and
Materials Management

Michael N. Keathley
Commissioner

(573) 751-2387 Fax: (573) 526-9815
TTD: (800) 735-2966 Voice: (800) 735-2466
www.aa.mo.gov/purch/purch.htm

December 9, 2005

Mr. Joseph Pekarovic
Vice President of Inmate Sales
Public Communications Services Inc.
11859 Wilshire Blvd., Suite 600
Los Angeles, CA 90025

VIA e-mail joe.pekarovic@teampcs.com

Dear Mr. Pekarovic:

The State of Missouri desires to clarify your proposal submitted in response to RFP B2Z05070. Please respond to the following points.

- 3.3.1 a. Please clarify if PCS or the facility will do the work? Will the facility have permissions to block or deny for the entire system, or just that site?
- 3.3.1 i. Will the system have the ability to deny calls if the offender does not record a name?
- 3.3.1 s. Will the proposed system provide the capability of flagging the call and not terminating the call?
- 3.3.2 e. How will this be automated, and what timeframe? What if MODOC wants to approve the list? How are numbers deleted from the list?
- 3.4.2 c. Interface to be developed. How and what time frame?

PCS is requested to confirm the validity of its proposal for an additional 90 days from the date of this letter.

PCS is requested to respond to the above stated clarifications in writing to John Stobbart at the Division of Purchasing & Materials Management no later than the close of business on December 15, 2005. If you have any questions, do not hesitate to contact me at (573) 751-3796, or by e-mail at john.stobbart@aa.mo.gov. Your assistance in clarifying your proposal will be appreciated.

Sincerely,

John Stobbart
Buyer

Wilson, Ted

From: Joe Pekarovic [joe.pekarovic@teampcs.com]
Sent: Friday, October 21, 2005 2:03 PM
To: Wilson, Ted
Subject: FW: RFP No. :B2Z05070. Clarification

Mr. Ted Wilson
Buyer
State of Missouri
Office of Administration
Division of Purchasing and Materials Management (DPMM)

Dear Mr. Wilson

Please consider this as formal clarification that PCS neither takes exception to, nor is a contract execution contingent on any response other than Read and Understood for either of the two following sections as responded to by PCS for RFP No. : B2Z05070.

1. (Section 2.12.1)-Property of State (Page 2-5)
2. (Section 10. Invoicing and Payment) -on Page 4 in Terms and Conditions-Request for Proposal.

Should you have any questions please feel free to contact me at any time.

Sincerely,

Joseph Pekarovic
Vice President of Sales
Public Communications Services
11859 Wilshire Blvd, Suite 600
Los Angeles, CA 90025
Office:310-231-1000 ext 3015
Fax: 310-954-2119
E-Mail: joseph.pekarovic@teampcs.com

TITLE: OFFENDER TELEPHONE SERVICES
CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS
PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

Offerors are hereby notified of the following revision:

-- Exhibit E, MBE/WBE Participation, has been revised.



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 006
 RFP NO.: B2Z05070
 TITLE: OFFENDER TELEPHONE SERVICES
 ISSUE DATE: September 9, 2005

REQ NO.: NR 300 2150000041
 BUYER: TED WILSON
 PHONE NO.: (573) 751-1692
 E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: SEPTEMBER 23, 2005 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)
 DPMM
 PO BOX 809
 JEFFERSON CITY MO 65102-0809

(Courier Service)
 DPMM
 301 WEST HIGH STREET, ROOM 630
 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
Public Communications Services, Inc.		
MAILING ADDRESS		
11859 Wilshire Blvd., Suite 600		
CITY, STATE, ZIP CODE		
Los Angeles, California 90025		
CONTACT PERSON	EMAIL ADDRESS	
Tommie Joe	tommi.e.joe@teampcs.com	
PHONE NUMBER	FAX NUMBER	
310-231-1000, Ext. 3037	310-473-4714	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
95-4615444	<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	
VENDOR TYPE (CHECK ONE)		
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		
AUTHORIZED SIGNATURE	DATE	
	September 12, 2005	
PRINTED NAME	TITLE	
Tommie Joe	Chief Operating Officer	

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: SEPTEMBER 16, 2005 AT 2:00 PM CENTRAL TIME
Change To -- *Return Proposal No Later Than: SEPTEMBER 23, 2005 AT 2:00 PM CENTRAL TIME*

The following **paragraphs** have been **REVISED**: 4.1.1, 4.2.1 and 4.2.6

The following **paragraph** has been **ADDED**: 2.19

The following **section** has been **ADDED**: 5

The following **exhibit** has been **ADDED**: E



**OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)**

**AMENDMENT NO.: 005
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICES
ISSUE DATE: September 7, 2005**

**REQ NO.: NR 300 2150000041
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: SEPTEMBER 16, 2005 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

**(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809**

**(Courier Service)
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101**

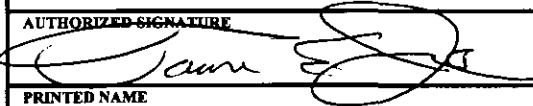
CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL Public Communications Services, Inc.		
MAILING ADDRESS 11859 Wilshire Blvd., Suite 600		
CITY, STATE, ZIP CODE Los Angeles, California 90025		
CONTACT PERSON Tommie Joe		EMAIL ADDRESS tommie.joe@teampcs.com
PHONE NUMBER 310-231-1000, Ext. 3037		FAX NUMBER 310-473-4714
TAXPAYER ID NUMBER (TIN) 95-4615444	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		
AUTHORIZED SIGNATURE 		DATE September 12, 2005
PRINTED NAME Tommie Joe		TITLE Chief Operating Officer

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: SEPTEMBER 9, 2005 AT 2:00 PM CENTRAL TIME

Change To -- Return Proposal No Later Than: SEPTEMBER 16, 2005 AT 2:00 PM CENTRAL TIME



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 004
 RFP NO.: B2Z05070
 TITLE: OFFENDER TELEPHONE SERVICES
 ISSUE DATE: August 22, 2005

REQ NO.: NR 300 2150000041
 BUYER: TED WILSON
 PHONE NO.: (573) 751-1692
 E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: SEPTEMBER 9, 2005 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809	or	(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101
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CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL Public Communications Services, Inc.		
MAILING ADDRESS 11859 Wilshire Blvd., Suite 600		
CITY, STATE, ZIP CODE Los Angeles, California 90025		
CONTACT PERSON Tommie Joe	EMAIL ADDRESS tommie.joe@teampcs.com	
PHONE NUMBER 310-231-1000, Ext. 3037	FAX NUMBER 310-473-4714	
TAXPAYER ID NUMBER (TIN) 95-4615444	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		
AUTHORIZED SIGNATURE 	DATE September 1, 2005	
PRINTED NAME Tommie Joe	TITLE Chief Operating Officer	

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: AUGUST 26, 2005 AT 2:00 PM CENTRAL TIME

Change To -- Return Proposal No Later Than: SEPTEMBER 9, 2005 AT 2:00 PM CENTRAL TIME



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)**

**AMENDMENT NO.: 003
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICES
ISSUE DATE: AUGUST 11, 2005**

**REQ NO.: NR 300 2150000041
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov**

RETURN PROPOSAL NO LATER THAN: AUGUST 26, 2005 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

**DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809**

or

(Courier Service)

**DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101**

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
Public Communications Services, Inc.		
MAILING ADDRESS		
11859 Wilshire Blvd., Suite 600		
CITY, STATE, ZIP CODE		
Los Angeles, California 90025		
CONTACT PERSON	EMAIL ADDRESS	
Tommie Joe	tommie.joe@teampcs.com	
PHONE NUMBER	FAX NUMBER	
310-231-1000, Ext. 3037	310-473-4714	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
95-4615444	<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	
VENDOR TYPE (CHECK ONE)		
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		
AUTHORIZED SIGNATURE		DATE
		August 15, 2005
PRINTED NAME		TITLE
Tommie Joe		Chief Operating Officer

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: AUGUST 12, 2005 AT 2:00 PM CENTRAL TIME

Change To -- *Return Proposal No Later Than: AUGUST 26, 2005 AT 2:00 PM CENTRAL TIME*



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 002
RFP NO.: B2Z05070
TITLE: OFFENDER TELEPHONE SERVICES
ISSUE DATE: JULY 21, 2005

REQ NO.: NR 300 2150000041
BUYER: TED WILSON
PHONE NO.: (573) 751-1692
E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: AUGUST 12, 2005 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

<p>(U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101</p>
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CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
Public Communications Services, Inc.		
MAILING ADDRESS		
11859 Wilshire Blvd., Suite 600		
CITY, STATE, ZIP CODE		
Los Angeles, California 90025		
CONTACT PERSON	EMAIL ADDRESS	
Tommie Joe	tommie.joe@teampcs.com	
PHONE NUMBER	FAX NUMBER	
310-231-1000, Ext. 3037	310-473-4714	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
95-4615444	<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	
VENDOR TYPE (CHECK ONE)		
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		
AUTHORIZED SIGNATURE	DATE	
	August 5, 2005	
PRINTED NAME	TITLE	
Tommie Joe	Chief Operating Officer	



TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

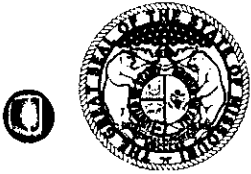
PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: JULY 28, 2005 AT 2:00 PM CENTRAL TIME

Change To -- Return Proposal No Later Than: AUGUST 12, 2005 AT 2:00 PM CENTRAL TIME





STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001
 RFP NO.: B2Z05070
 TITLE: OFFENDER TELEPHONE SERVICES
 ISSUE DATE: JULY 8, 2005

REQ NO.: NR 300 2150000041
 BUYER: TED WILSON
 PHONE NO.: (573) 751-1692
 E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: JULY 28, 2005 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809	or	(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101
---	----	--

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL Public Communications Services, Inc.		
MAILING ADDRESS 11859 Wilshire Blvd., Suite 600		
CITY, STATE, ZIP CODE Los Angeles, California 90025		
CONTACT PERSON Tommie Joe	EMAIL ADDRESS tommie.joe@teampcs.com	
PHONE NUMBER 310-231-1000, Ext. 3037	FAX NUMBER 310-473-4714	
TAXPAYER ID NUMBER (TIN) 95-4615444	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		
AUTHORIZED SIGNATURE 	DATE August 5, 2005	
PRINTED NAME Tommie Joe	TITLE Chief Operating Officer	

TITLE: OFFENDER TELEPHONE SERVICES

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

PROSPECTIVE OFFERORS ARE HEREBY NOTIFIED OF THE FOLLOWING CHANGES:

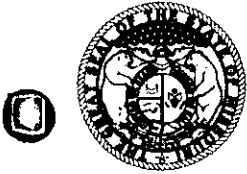
PROPOSAL DUE DATE:

As Stated -- Return Proposal No Later Than: JULY 21, 2005 AT 2:00 PM CENTRAL TIME
Change To -- Return Proposal No Later Than: JULY 28, 2005 AT 2:00 PM CENTRAL TIME

The following **paragraphs** have been **REVISED**: 1.2.1 and 3.1.1

The following **paragraph** has been **ADDED** and **REVISED**: 4.2.1 a.

NOTE: Changes made as a result of this amendment have been *italicized and bolded*.



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
 REQUEST FOR PROPOSAL (RFP)

RFP NO.: B2Z05070
 TITLE: OFFENDER TELEPHONE SERVICES
 ISSUE DATE: JUNE 23, 2005

REQ NO.: NR 300 21505000041
 BUYER: TED WILSON
 PHONE NO.: (573) 751-1692
 E-MAIL: ted.wilson@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: JULY 21, 2005 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number and Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: (U.S. Mail) DPMM or (Courier Service) DPMM
 PO BOX 809 301 WEST HIGH STREET, RM 630
 JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH FIVE YEARS

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS CORRECTIONAL INSTITUTIONS
 THROUGHOUT THE STATE OF MISSOURI

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/21/05). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL Public Communications Services, Inc.		
MAILING ADDRESS 11859 Wilshire Blvd., Suite 600		
CITY, STATE, ZIP CODE Los Angeles, California 90025		
CONTACT PERSON Tommie Joe	EMAIL ADDRESS tommie.joe@teampcs.com	
PHONE NUMBER 310-231-1000, Ext. 3037	FAX NUMBER 310-473-4714	
TAXPAYER ID NUMBER (TIN) 95-4615444	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		
AUTHORIZED SIGNATURE 	DATE August 5, 2005	
PRINTED NAME Tommie Joe	TITLE Chief Operating Officer	



BID BOND
WESTCHESTER FIRE INSURANCE COMPANY

BOND NUMBER: n/a

KNOW ALL MEN BY THESE PRESENTS, That we, Public Communications Services, Inc. (hereinafter called the **Principal**), as Principal, and WESTCHESTER FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of New York (hereinafter called the **Surety**), as Surety, are held and firmly bound unto State of Missouri (hereinafter called the **Obligee**), in the sum of One Thousand and NO/100 (\$ 10% of bid) for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, dated September 9, 2005, for

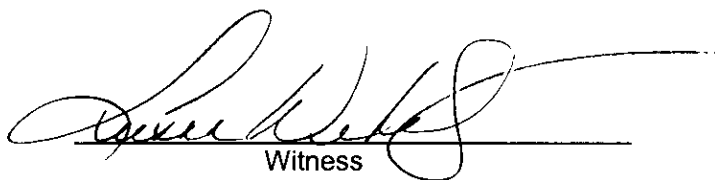
RFP #B2Z05070, Offender Telephone Services

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter in the contract with the Obligee in accordance with such bid and give an annual bond up to a term of two years; with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect. This obligation expires sixty (60) days from the effective date of the bid.

Signed and sealed this 30th day of August, 2005.

Public Communications Services, Inc.

Principal



Witness

By:  (SEAL)



Witness

WESTCHESTER FIRE INSURANCE COMPANY
By:  (SEAL)
Kristine Mendez, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On **AUG 30 2005** before me, Natalie K. Trofimoff, Notary Public

personally appeared Kristine Mendez

personally known to me - OR -

proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public Seal

WITNESS my hand and official seal.
Natalie K. Trofimoff
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

Signer's Name _____

INDIVIDUAL

INDIVIDUAL

CORPORATE OFFICER
Title(s) _____

CORPORATE OFFICER
Title(s) _____

PARTNER(S) LIMITED GENERAL

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: _____

OTHER: _____

Signer is representing:

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NAME OF PERSON(S) OR ENTITY(IES)



157136

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

*RESOLVED, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, and Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto, and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, as Attorneys-In-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-In-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors *

Does hereby nominate, constitute and appoint CESAR F. JAVIER, JEFFREY STRASSNER, CHRISTINA TURMAN, KRISTINE MENDEZ, ADRIANA VALENZUELA, NATALIE K. TROFIMOFF and JORGE A. CORREA all of the City of Los Angeles, State of California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars (\$25,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 2nd day of November 2004.



WESTCHESTER FIRE INSURANCE COMPANY

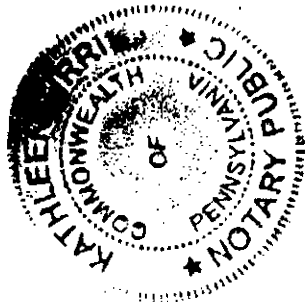
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 2nd day of November, A.D. 2004, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
Kathleen Tirri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007

Kathleen Tirri

Notary Public

I, the undersigned Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this _____ day of _____



AUG 30 2005
George D. Mulligan

George D. Mulligan, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 2, 2006.

ace usa

Westchester Fire Insurance Company

PCS, Inc.
Policy Holder

n/a
Policy Number

Marsh, Inc.
Broker/Producer

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 28, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism, to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. We have not established a separate price for this coverage; however, the portion of your premium that is reasonably attributable to such coverage is: \$0.

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Request for Proposal RFP B2Z05070**

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Letter of Transmittal

September 16, 2005

State of Missouri
Office of Administration
301 West High Street, Room 630
Jefferson City, MO 65101

Attention: Ted Wilson

Dear Mr. Wilson:

Public Communications Services, Inc. (PCS) appreciates this opportunity to submit our proposal to the State of Missouri for Offender Telephone Services. Our proposal represents PCS' commitment to provide a complete turnkey inmate telephone system solution for the Missouri Department of Corrections.

Submission of this proposal constitutes acceptance by PCS of all conditions contained in the RFP, including the evaluation factors as deemed appropriate by the State of Missouri.

Contact information for the persons authorized to contractually obligate PCS is provided below:

Tommie Joe (Chief Operating Officer)
11859 Wilshire Blvd, Suite 600
Los Angeles, CA 90025
tommie.joe@teampcs.com
Contact Number: 310-231-1000 ext. 3037
Fax Number: 310-954-2118

Joseph Pekarovic (Vice President of Inmate Sales)
11859 Wilshire Blvd, Suite 600
Los Angeles, CA 90025
joe.pekarovic@teampcs.com
Contact Number: 310-231-1000 ext. 3015
Fax Number: 310-954-2119

Once again, thank you for your time and consideration. If you have any questions or concerns, please feel free to contact me either by phone or email.

Sincerely,

Tommie Joe
Chief Operating Officer

EXECUTIVE SUMMARY

For over 20 years Public Communications Services (PCS) has provided innovative communication solutions for correctional facilities throughout the United States. Today's correctional clients expect and demand more than a stand-alone offender phone system that allows collect-only calls. Our success in servicing over 125,000 offenders has come from listening to our client's unique requirements and then creating solutions that revolve around their needs - including critical operational and financial challenges. At the same time, we understand that security and operational efficiencies are of primary concern. Therefore, we hold ourselves accountable to create a seamless transition at time of implementation and to ensure a fully integrated solution into existing jail management, canteen and offender banking systems.

In this executive summary, we offer an overview of the main features of our proposal. These features include:

- **PCS is the Industry Anchor** – Other companies have entered, exited and entered again into this market while PCS has remained a constant, reliable vendor.
- **Project Overview** – Our proposal offers debit calling, collect calling, robust reporting, full channel recording and monitoring, and full project oversight during both implementation and ongoing maintenance. (For a video demonstration of the PCS Offender Telephone System, please see Appendix C-1 in Section C).
- **Flat Calling Rates** – Offenders and their families will pay the same rate for any call to any number within the United States.
- **The Proposal Strategy** – Our proposal combines the very best of your existing environment with new and creative technology solutions while maintaining minimal disruption.
- **The PCS Solution Team** – Team PCS consists of four established, experience companies that have in-depth knowledge of the Missouri Department of Corrections facilities. These companies are PCS, VAC, ShawnTech and Huber & Assoc. ShawnTech and Huber are current providers for MODOC.
- **The Technical Solution** – The Team PCS solution will be installed in parallel with the existing platform to avoid any loss of service. It will be fully integrated, *including the offender debit program*, at cutover from the existing system.
- **Network Architecture** – Team PCS will connect each site, and each call processor, through a secure high-speed network that has self-healing capability and constant network monitoring.
- **Installation and Maintenance** – Our service plan is designed to deliver a technician to any one of the twenty MODOC facilities in an average of one-hour.
- **Management Solution** – Team PCS has designed a management structure that provides the MODOC with a simplified yet highly effective method to hold Team PCS accountable.
- **The Team PCS Guarantee** – To provide further evidence of our commitment to MODOC, PCS offers 6 guarantees.

PCS Is The Industry Anchor

PCS is focused solely on delivering offender telecom solutions to the corrections industry. We are not distracted by non-offender related telecom initiatives that draw resources and expertise away from serving our clients. We are committed to delivering telecom technology solutions to the corrections industry as evidenced by our current business planning initiatives that are designed to make an even greater, longer term, commitment to this exciting and dynamic industry. We intend to grow with you and will be here today, tomorrow, and beyond.

Other companies have entered, exited and entered again into this market while PCS has remained a constant, reliable vendor. Our "rock solid" financial stability is renowned in the industry and has proven its value to our clients. While other companies have gotten distracted by bankruptcies, mergers, acquisitions, and market churn, PCS has remained focused on serving our clients. Of companies that serve over 100,000 offenders, PCS is the only one that has never acquired an OTS phone contract by merger or acquisition.

Other companies have entered, exited and entered again into this market while PCS has remained a constant, reliable vendor.

Part of our stability is based in our vast experience installing and maintaining offender telephone systems throughout the United States. That experience includes full network infrastructure deployment, 24-hour customer support and billing/inquiry services for family and friends. Our IT department is dedicated to innovation and practical system implementations and includes a full support staff; all dedicated for the exclusive benefit of corrections. In fact, PCS has installed and maintained over 100 offender phones systems nationwide. We have done so as a turnkey company with in-house customer service and advanced billing capabilities that include debit, prepaid and collect calling programs. We have deployed debit and/or prepaid programs in over 70% of our installations serving over 125,000 inmates, and 100's of facilities in 25 states. This is a record unmatched in the industry.

Project Overview

The State of Missouri Department of Corrections has initiated a Request for Proposal to obtain the most reliable and advanced services in the offender telephone industry. These services include, but are not limited to, debit calling, collect calling, robust reporting, full channel recording and monitoring, and full project oversight during both implementation and ongoing maintenance. All of these services will be delivered with no interruption to the current operations, and with minimal work required from DOC staff. (For a video demonstration of the PCS Offender Telephone System, please see Appendix C-1 in Section C).

After completing a thorough survey of the Missouri Department of Corrections (which included site visits and personal interviews of staff and department contacts), PCS has created a solution that consists of a core group of local and nationally based companies that are committed to delivering the best services available. This team is a combination of new and existing providers with PCS as the Prime and is designed to minimize disruption to the MODOC facilities. This team includes (but is not limited to) **PCS, Huber and Associates, ShawnTech Communications, Value Added Communications (VAC)**. We are confident that this team will exceed the expectations of the State of Missouri Department of Corrections without discarding what has been working.

It is not just the operational benefits and efficiencies that stand out in this teaming proposal. PCS has also included an innovative pricing structure that will provide the MODOC offenders with flexibility and security in their choices of how to complete a call. The PCS solution includes debit calling that will be fully integrated into the existing offender banking system. In addition, the PCS *Full Disclosure Rate Plan* ensures that the offenders' families will have simple, low, flat calling rates. Offenders and their families will pay the same rate for any call to any number within the United States.

Offenders and their families will pay the same rate for any call to any number within the United States.

PCS is pleased to present our teaming solution as a response to your Request for Proposal. This executive summary will provide the MODOC with an overview of our proposal and will highlight the following commitments detailed in our response:

- The Proposal Strategy
- The PCS Solution Team
- The Technical Solution
- The Network Architecture
- Installation and Maintenance
- Management Solution
- The Team PCS Guarantee

The Proposal Strategy

In order to provide a creative and responsive approach to your Request for Proposal, we make sure that we understand the RFP requirements, your existing environment, and any special needs or considerations. Our strategy is to combine our past knowledge of the MODOC facilities with new information from our on-site interviews. We then overlay that information with the specifics identified in the bid. PCS has long been interested in serving the MODOC. We have been a bidder in the past and our account teams have been on site at your facilities many times since the last RFP. We have continued to build our understanding of your requirements and to build lasting relationships with your staff. As a result, we have a deep understanding of the evolution of your requirements, the existing service providers, and the culture and nuances of your facilities. This rich understanding and history with the MODOC has served us well in preparing this response and has created a unique opportunity for us to propose the best of the existing solution combined with creative new technology ideas.

With careful consideration to our advanced fact-finding, and the requirements of the RFP, PCS has developed a solution that delivers the services you require and the efficiencies you need. PCS was not limited to an "out of the box" solution or a "one size fits all" approach to our proposal. Instead, we crafted a unique and responsive proposal that hits the bull's eye of your requirements. We quickly recognized that some of your existing subcontractors were delivering high value via critical systems and processes that did not need disruption or replacement. To ensure the highest level of comfort for the MODOC, we have partnered with these subcontractors in formulating our proposal.

Our proposal combines the very best of your existing environment with new and creative technology solutions while maintaining minimal disruption.

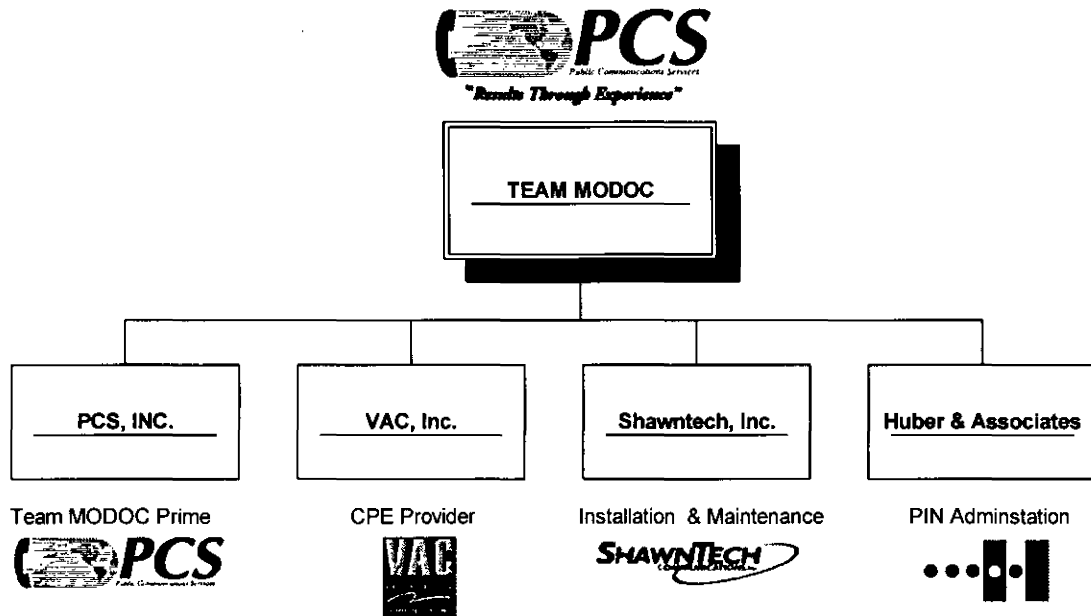
Our proposal combines the very best of your existing environment with new and creative technology solutions while maintaining minimal disruption. We believe we have designed just such a solution for the MODOC. In this RFP response we present an innovative solution that exceeds your requirements and maximizes operational efficiencies. We hope you will agree.

The PCS Solution Team

PCS has assembled a team of respected, experienced and fully committed professionals to implement and manage our solution. The team includes some of the MODOC's most trusted subcontractors along with new, dynamic service providers. It is a team of professionals possessing the background and experience to deliver on the promises in this proposal. This team will be on site as required – both today, tomorrow and beyond.

Team PCS consists of four established, experience companies that have in depth knowledge of the Missouri Department of Corrections facilities. All have been on site and understand your requirements. Each partner has a distinct and important role in this solution. However, the strength of the partnership is created when all parties are working in concert and committed to the same goals. With PCS as the Prime and the other partners contributing their core competencies, Team PCS has created a synergistic alliance that can deliver a level of service to the MODOC that is unmatched in the industry. As you read on, we hope that you see the unique value proposition embedded in this partnership which combines real onsite experience with experiential program management and a commitment to delivering creative solutions from the inception of the program.

Team PCS consists of four established, experience companies that have in-depth knowledge of the Missouri Department of Corrections facilities.



Listed below are the team members, a description of their roles and their backgrounds. We encourage you to contact any one of the team members for a full interview if you wish.



PCS, Inc. will serve as the Prime Contractor and Program Manager for the MODOC. PCS will be the primary point of contact for the MODOC and will be totally accountable to deliver the desired results identified in this proposal. PCS will manage the activities of the other team members and will take full responsibility for the performance and quality of the partnership. PCS will coordinate partner security clearances and compliance with all MODOC rules and regulations.

In addition, PCS will provide managed network services, program management, telephones, pricing, account management, customer support, training and quality assurance of the projects products and services. As the Prime Vendor, PCS will be responsible for the installation of all system components, initial system configuration, network diagnostic and testing, ongoing configuration changes (as required), and will also provide 24/7 access to our customer service.

PCS will manage the activities of the other team members and will take full responsibility for the performance and quality of the partnership.

Team PCS professionals conduct thorough quality assurance testing upon installation to ensure the system is fully functional and all features are operational. No installation is complete until the customer-designated expert formally accepts the system. Team PCS support of the system continues after installation through extensive 24/7 remote diagnostics by Team PCS's Host Monitor System and 24/7 access to the Technical Assistance Center. Once installation is complete, training is conducted on site to all identified facility personnel.



www.vaci.com

Value Added Communications (VAC) was chosen as a Team PCS partner to provide the call processing and recording equipment. We made this choice because of VAC's ability to deliver a technologically sound and robust inmate phone system. VAC has focused on the corrections industry since 1988. From basic automated call processing to advanced, networked, multi-site systems, VAC has been able to deliver solutions for each environment. VAC offer a suite of solutions that have been stress tested in a variety of correctional environments. As a result, VAC knows exactly what technology is best for each situation. VAC systems are based on reliable, proven technology with 99.998% system reliability.

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Team PCS will install the VAC state-of-the-art fully automated Focus 100 inmate call management system. This solution is a site based, self contained, inmate call processing and data management switch. The system features an analog or digital voice network interface, digital audio recording, digital call monitoring, and fully scalable CDR audio and storage capacity. The system has been engineered with the highest level of call processing accuracy available and incorporates an extensive array of call management features and investigative tools for activation at the facility.

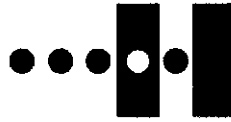


www.shawntech.com

ShawnTech Communications will provide on-site installation and maintenance as a member of Team PCS. ShawnTech has provided services to the MODOC since 1994 and was a natural choice to be a key member of our team. ShawnTech understands the rigors of the corrections industry in general, and has the experience and knowledge of the MODOC facilities to deliver when it is critical. Team PCS has had discussions with ShawnTech to learn the history of the installation and maintenance requirements at the MODOC facilities and what we learned was that it is critical to have a partner that has dedicated resources to the facilities, can move quickly between the sites, and has the sensitivity to the security and urgency issues that you require. ShawnTech was chosen as a Team PCS partner because of their experience and expertise, and because of their commitment to increase the level of service they currently provide. ShawnTech will be dedicating three technicians to the facilities.

ShawnTech was chosen as a Team PCS partner because of their experience and expertise, and because of their commitment to increase the level of service they currently provide.

However, Team PCS realized that it was not enough to staff for the normal day-to-day requirements at the site. It is also critical to have enough maintenance personnel available during those times when there are critical needs due to severe weather or heavy lightening strikes. We understood that the MODOC requires resources that are cleared by security, close, available any time of the day or night and have an understanding of the unique requirements of the MODOC. ShawnTech will respond to your urgent requirements in the middle of the night with highly trained, knowledgeable technicians that have been cleared by security and are within close proximity to your facility.



www.teamhuber.com

Team PCS is pleased to have Huber and Associates join us as a critical member of our solutions team. As you already know, Huber and Associates is a Missouri based and State of Missouri certified WBE Corporation with its main office located in Jefferson City and a branch office in Springfield. Currently providing the MODOC with the existing Inmate Banking System and providing critical PIN management and operational support, Huber has a unique vantage point from which to understand your needs. Huber has established strong ties with the MODOC and has a thorough understanding of your current banking and PIN requirements. However, Huber also has valuable insight into the additional needs of your banking system as well as in depth knowledge of how to improve the existing processes and create greater efficiencies without compromising security or quality.

Huber and Associates has been a strategic technical solutions partner for the State of Missouri for the past 20 years. As a result of this bid, Huber and Associates were looking for a new partner to compliment their ongoing commitment to the MODOC and allow them to continue their investment in the MODOC. They wanted a partner who would be there for the long run. Team PCS was the best solution to compliment their vision. In addition, Huber and Associates knew from experience that it was critical to find a partner who would design a solution that would build on the existing infrastructure without disrupting the day-to-day flow of processing. PCS and Huber and Associates have designed a solution that achieves this vision.

Huber and PCS are totally committed to implementing the proposed debit system via canteen systems as proposed.

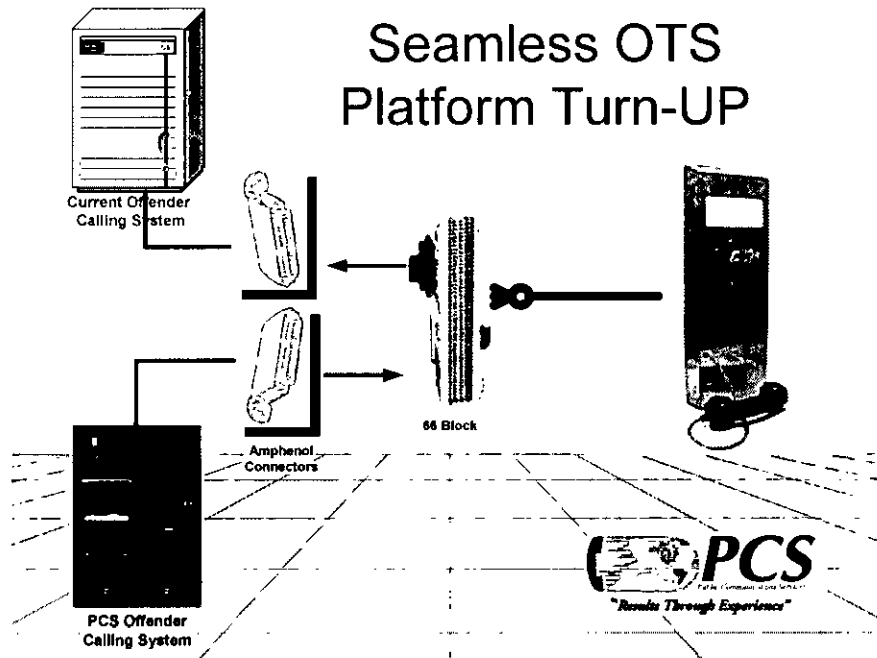
Huber and Associates will continue to provide your Inmate Banking System and PIN management services as a Team PCS partner. Huber will also provide institutional training on hardware and software and system interface technology between the OP2 and PCS. Huber and Associates will continue to maintain the MODOC's Canteen Point of Sale application, which automatically debits inmates accounts. Huber and Associates will ensure that a seamless transition takes place from existing vendor to Team PCS and will ensure that no interruption in service or compromise to your security occurs. Huber and PCS are totally committed to implementing the proposed debit system via canteen systems as proposed.

Technical Solution

The Team PCS technical solution has been designed by a team of professionals that have vast experience in offender telecom systems, network design, telephony, security systems, wide area networks, correctional systems hardware, software and program management. Team PCS offers MODOC our hands-on experience derived from the design, installation and management of well over 100 installed correctional systems throughout the United States. These installations include state, federal, county and local facilities. Team PCS has the expertise to design and implement large scale data and voice networks for correctional facilities.

The Team PCS solution will be installed in parallel with the existing platform to avoid any loss of service.

The Team PCS OTS is based on the VAC Focus 100 call processing and information management system, which is a fully integrated and secure technology designed for the corrections industry. This hardware and fully integrated software in combination with the appropriate number of phones and the connecting network will comprise the Team PCS solution. The Team PCS solution will be installed in parallel with the existing platform to avoid any loss of service.



Specifically, the Team PCS solution will consist of the VAC Focus 100 call processing and call recording hardware and software which will be connected to the OTC offender telephone sets and the TDD phones by the Team PCS self healing network. No additional network or equipment will be required. Administrative and investigative work stations will be fully installed at the designated locations and connected to the network through highly secure network access combined with personal and network passwords. All hardware can be installed on site within 30 days after contract execution.

The Team PCS solution will be fully integrated, including the offender debit program, at cutover from the existing system. Upon approval by the Office of Offender Finance and the creation of the required UPC codes for use by the canteen, the debit program will be up and running. All Team PCS partners are committed to introducing the new debit program immediately upon start up.

Relevant data from the incumbent provider will be uploaded to the new system as soon as possible after receiving the data and prior to cutover. Team PCS proposes to complete the installation and transition to our solution utilizing a Team PCS Network Support team plus three (3) localized on-site teams that will be responsible for each of three geographic zones. Each team will consist of 5 technicians, which will be employees of PCS, VAC and ShawnTech Communications only. Each zone is designed around your geographic locations and will allow for a disciplined and consistent implementation with no apparent visibility to the facility or the system users. The implementation plan will consist of four separate, but fully integrated, steps, which are detailed in the "Transition" section of our proposal.

The Team PCS solution will be fully integrated, including the offender debit program, at cutover from the existing system.

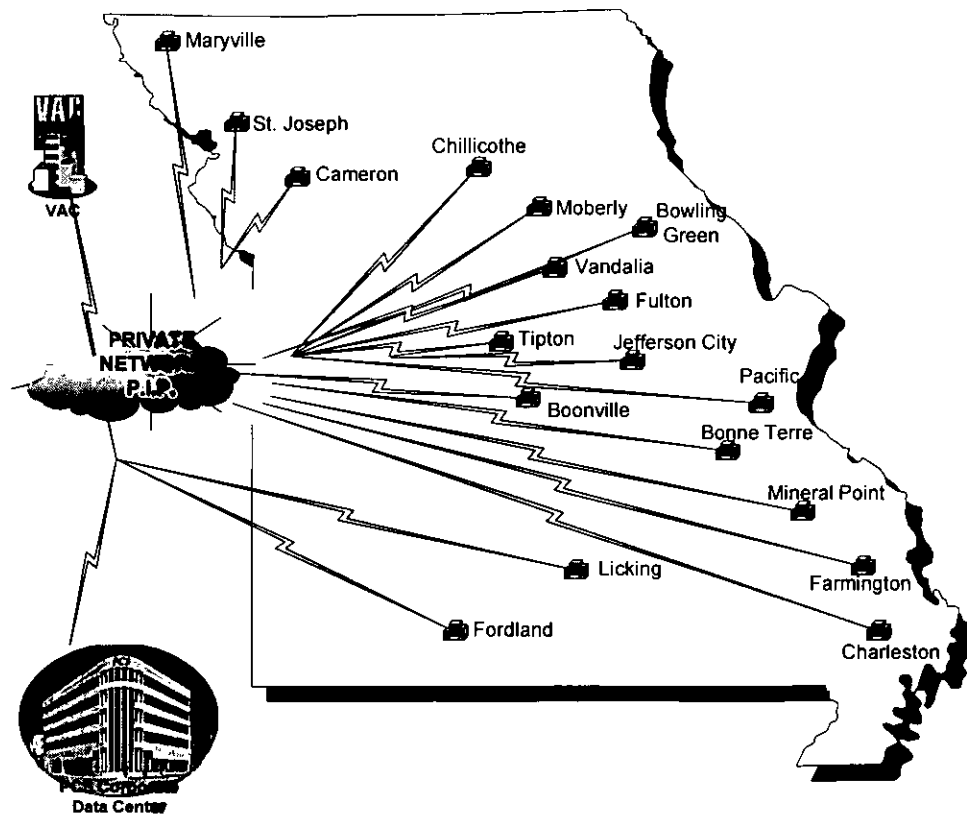
Network Architecture

The PCS Solution calls for each of the 20 MODOC sites to have a dedicated call processing and call recording system to ensure redundancy and diversity within the total system. Each site's OTS will process, record and store all calls for that facility. Team PCS has designed this into the network architecture to improve security and to minimize the chances of compromised call processing due to network overloads or network outages.

Overlaying this architecture will be a Data Center that will be located at the Jefferson City Huber Associates headquarters office and serve as the central request processor for call data and call recordings. This data center will serve as the central repository for all data requests from administrators and facility personnel. This processor will receive the request, determine which distributed processor holds the required data, retrieve the data and present it to the requestor. By differentiating day-to-day processing from the data request process, Team PCS has designed a network that will optimize the traffic load management and eliminate any compromise to the network due to heavy calling traffic.

Team PCS will connect each site, and each call processor, through a secure high-speed network that has self-healing capability and constant network monitoring.

Team PCS will connect each site, and each call processor, through a secure high-speed network that has self-healing capability and constant network monitoring. At the PCS National Headquarters location in Los Angeles, California, Team PCS will "ping" the network every 3 minutes to ensure that the network is optimized, that it is operating correctly and that there are no component failures. Similarly, Team PCS will be monitoring the call processing and recording hardware, and software, from VAC's National Headquarters in Plano, TX. From this site the equipment and software will be "pinged" every 15 minutes, 24 hours a day, 365 days per year. Any compromise to the network, the hardware or the software will be detected virtually immediately and will result in an immediate trouble ticket and action by the service personnel. The following diagram illustrates our self-healing network solution:



Only PCS, VAC, Huber & Associates and MODOC will have access to this network. In addition, only those people specifically authorized within those companies will have access.

Installation and Maintenance

Team PCS has three (3) fulltime, dedicated and qualified technicians committed to the MODOC. One technician will be dedicated to each of three zones. Each technician is physically located in the state of Missouri and is strategically located to ensure that we exceed your requirements of a four-hour response time. Our service plan is designed to deliver a technician to any one of the twenty MODOC facilities in an average of one-hour. Please note the Maintenance Zone Overview below:

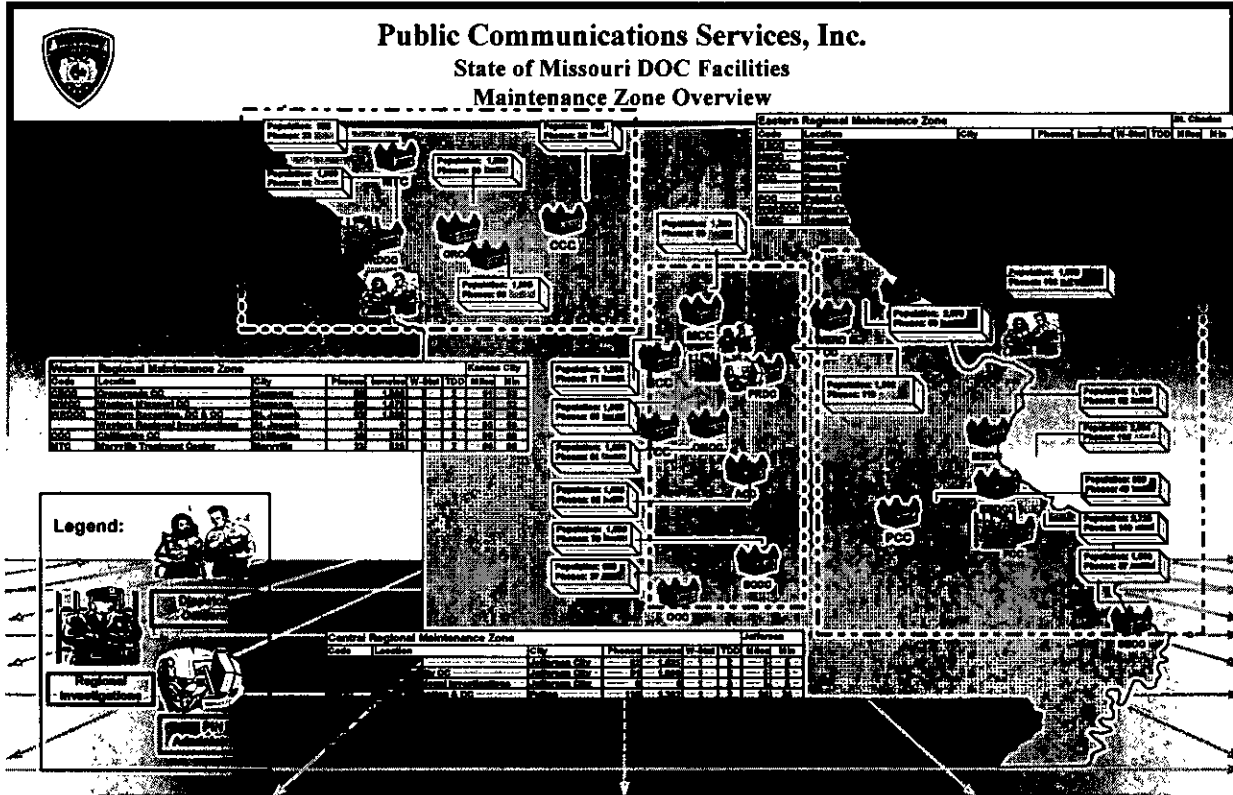


Illustration of the Team PCS 3 Zone Maintenance Architecture
(See Attachment I for full-sized diagram)

Team PCS, through our partner ShawnTech, will provide and maintain a current list of all service and installation personnel who will be entering any MODOC facility. The list will be kept current with MODOC being notified of any changes within 24 hours of the change and at least 48 hours prior to the entry of any personnel into the facility. All personnel working on any MODOC site will adhere to the State of Missouri or MODOC drug testing policy.

Team PCS service and maintenance personnel will install all new inmate phones and will be providing maintenance for the intelligent hub connecting the administrative work stations and printers to the site CPU. Team PCS personnel will also be responsible for port level security features such as intruder prevention, audio port disabling, network management alarms, eavesdropping protection, assigned port access and password protection. Team PCS service personnel will be available seven days per week, twenty four hours per day, three hundred sixty

five days per year. Contractor will provide a list of on call technicians and their contact information at the beginning of each week.

Team PCS will respond to network or service problems in a manner that will exceed the bid requirement. Each report will be classified into "Major Emergency" or "Routine Service" categories, which will be designed to exceed the response times required in the bid. Team PCS will provide and maintain a trouble reporting and dispatch center and associated telephone numbers which will be staffed 24/7, 365 days per year. Team PCS will monitor and report any and all trouble reports received via an online ticketing system. Team PCS service and maintenance group will provide weekly reports outlining the previous weeks activities and status on any known pending items. Finally, MODOC will be provided a monthly preventative maintenance report customized to the MODOC requirements.

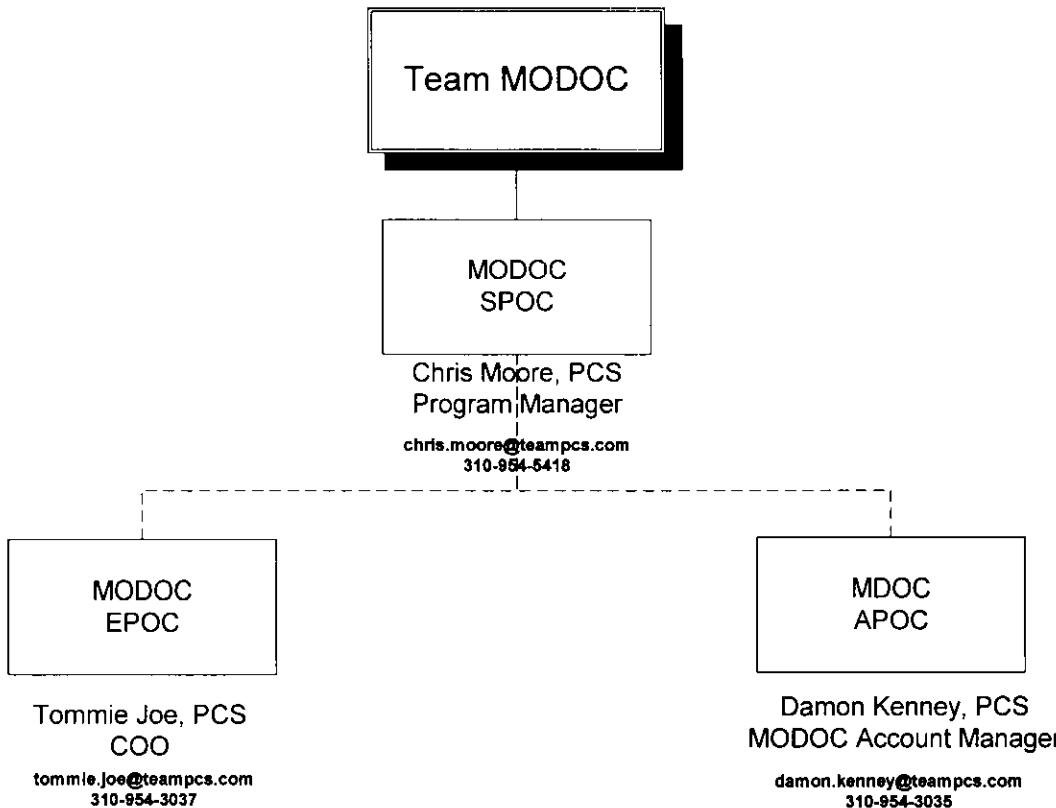
Our service plan is designed to deliver a technician to any one of the twenty MODOC facilities in an average of one-hour.

Management Solution

Team PCS recognizes the need to provide the MODOC with one point of accountability, one point of contact to eliminate confusion and “finger pointing”. PCS, as the Prime is fully accountable to the MODOC for this role. This is a role we take very seriously and have planned for throughout the proposal design.

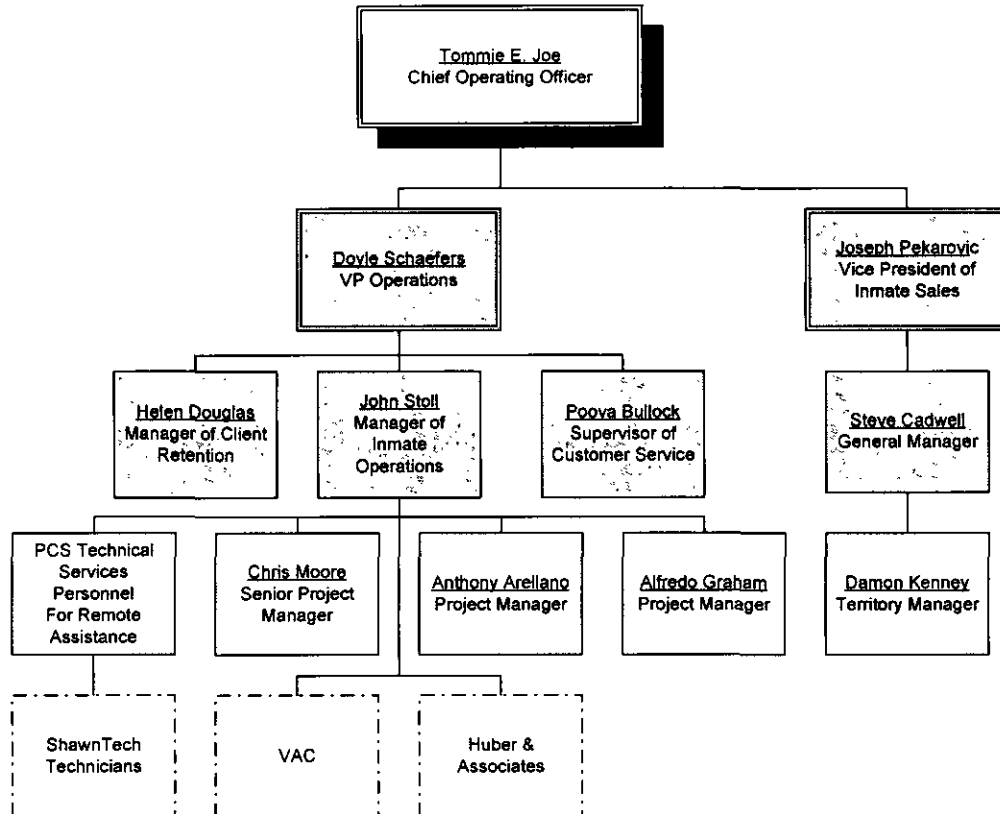
Team PCS has designed a management structure that provides the MODOC with a simplified yet highly effective method to hold Team PCS accountable, provide clear lines of responsibility and clearly differentiate each persons role. Team PCS will provide the MODOC with a *single point of contact* (SPOC) who will be accountable to you for all issues and concerns. Chris Moore will be your SPOC, and can either resolve or coordinate any issues that DOC personnel raise. In addition, PCS provides two secondary points of contact that are available to the DOC at any time. Mr. Tommie Joe will be the executive point of contact (EPOC) who will act as your executive liaison for the duration of the agreement period. Mr. Damon Kenney will be the account point of contact (APOC) who will be accountable to you for ensuring that we have a growth plan that anticipates your future requirements and presents innovative solutions to you throughout the contract period.

Team PCS has designed a management structure that provides the MODOC with a simplified yet highly effective method to hold Team PCS accountable.



Team MODOC as described above for accountability purposes is further supported by the management structure of each team member. In all Team PCS will have over 30 people directly

involved in delivering on the commitments made in this proposal and hundreds of others who will be indirectly responsible through our account management, operations, customer service, IT and network management departments.



The Team PCS Guarantee

Team PCS has listened carefully to your requirements. We have worked hard over the last several years to understand your unique environment. We have completed site visits and spoken with your key administrators and we have listened to the existing providers to be sure we understood the requirements from their perspective. We believe our proposal is responsive to your requirements and is designed to evolve and grow with the MODOC. We also believe it is the right time for the MODOC to choose the Team PCS. To provide further evidence of our commitment to all of the above, PCS will make the following guarantees:

1. The debit system proposed in this bid will be fully operational at time of cutover from existing provider.
2. There will be no interruption of service from existing provider to the Team PCS solution before, during or at cutover.
3. The *PCS Full Disclosure Rate Plan* proposed will ensure that no hidden fees or unidentified charges will appear on called party bills.
4. PCS will maintain a single point of contact for all issues and this person will be accountable to the MODOC for any and all concerns, issue and opportunities and will be responsible to work with all of the Team PCS partners to resolve open items of concern.
5. Team PCS will maintain an executive level contact that will be available to the MODOC at any time to address escalated issues, operational concerns or items of executive importance.
6. Team PCS will provide three (3) full time, fully dedicated technicians that are within an average of one hour from any MODOC facility and available 24/7, 365 days per year; throughout the entire contract period.

Team PCS looks forward to earning the MODOC's "stamp of approval". It is our goal to exceed your expectations and earn the right to include the State of Missouri Department of Correction in our reference list of highly satisfied customers. Our measure of success will only be achieved if we have exceeded your expectations by delivering on our promises and operating an offender calling program that quietly runs in the background of all of your operational priorities. Team PCS looks forward to your consideration of our solution and to beginning the implementation of our state-of-the-art system for the State of Missouri Department of Corrections.



August 9, 2005

Joe Pekarovic
Manager
PCS
11859 Wilshire Boulevard
Los Angeles, CA 90025

Dear Joe:

The ShawnTech Communications, Inc. Team would like to thank the PCS Team for providing us the opportunity to partner with you on the State of Missouri "Inmate Telephone Services" project.

ShawnTech currently provides installation and maintenance services in over 350 correctional facilities throughout the country. For the purpose of this project, Shawntech will provide (3) three certified Field Technical Engineers to be strategically positioned throughout the State in order to provide the best possible coverage, and meet or exceed response time requirements. These Field Technical Engineers will be equipped with computers, cell phones, a full compliment of tools, an e-mail account, as well as a vehicle.

These technicians will be supported by the PCS Support Center along with ShawnTech Dispatch Operations Center located in Dayton, Ohio. PCS, as well as Facility personnel will have access to our new Tele-Doc's software which allows instant access to real-time information regarding the "inmate telephone system" via the WEB.

This proposal covers maintenance. It does not cover any parts, equipment, installation or coring and drilling services. Installation will be provided by our installation team from Dayton, Ohio. Installation pricing is outlined in our pricing spreadsheet

Enclosed you will find the scope of work, teaming agreement and pricing for this project (Exhibit A, B & C).

If you have any questions, please give me a call at (937) 898-4724.

Respectfully submitted,

Jesse Jemison III
Marketing Director

TEAMING AGREEMENT

This **Teaming Agreement** ("Agreement"), is made and entered into as of August 1, 2005 ("Effective Date"), by and between **Public Communications Services, Inc.**, a California corporation, with offices located at 11859 Wilshire Boulevard, Los Angeles, CA 90025 ("PCS") and **ShawnTech Communications, Inc.**, an Ohio corporation, with offices located at One ASET Centre, Suite 102, Dayton International Airport, Vandalia, Ohio 45377 ("ShawnTech"). PCS and ShawnTech are sometimes each referred to in this Agreement as a "Party" and, collectively, as the "Parties".

WHEREAS, the Parties mutually desire to team together their respective complementary technological and other capabilities relative to a proposal to be submitted by PCS to the Missouri Department of Corrections ("Customer") in response to the Customer's Request For Proposal ("RFP") issued June 23, 2005, for Inmate Telephone Services for the State of Missouri Department of Corrections ("Project").

NOW THEREFORE, in consideration of these premises, the mutual covenants and undertakings contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TEAMING ACTIVITIES

(a) With the assistance of ShawnTech, PCS will prepare and submit a proposal to the Customer for the Project. PCS will be identified in the proposal as the proposed prime contractor for the Project. ShawnTech will be identified in the proposal as a proposed subcontractor to PCS responsible for the Statement of Work associated with the Project as generally described in Exhibit A attached to this Agreement and incorporated herein by this reference, and for the price(s) and/or fee(s) set forth in Exhibit A.

(b) ShawnTech shall provide PCS with all reasonable assistance in the development and preparation of any proposal(s) that may be required, including any best and final offer(s). PCS shall have sole discretion over and responsibility for the written content of any integrated proposal(s). PCS will include appropriate credit in its proposal(s) relative to the areas of contribution furnished by ShawnTech. In its sole discretion, PCS shall determine all aspects of the proposal, including but not limited to meeting the substantive requirements of the RFP, commissions and terms and conditions it will propose to Customer for the Project.

(c) Both Parties will make available their respective management and technical personnel as may be reasonably requested during the conduct of any discussions and negotiations with the Customer concerning the award of a prime contract for the Project to PCS.

(d) Each Party hereby authorizes the other Party to use any information, data or drawings provided hereunder consistent with Paragraph 6, solely for the express purpose of developing and presenting the Project proposal and obtaining a prime contract award to PCS for the Project.

2. **ALLOCATION OF COSTS**

Each Party will be responsible for and bear the cost of its own efforts in the preparation and support of its portion of the proposal requirements and other responsibilities set forth in this Agreement.

3. **INDEPENDENT CONTRACTORS**

This Agreement is not intended to constitute, create, give effect or otherwise establish a joint venture, partnership, principal-agent or any other relationship of any kind, other than that of independent contractors and the rights and obligations of the Parties shall be only those expressly set forth herein. At all times PCS and ShawnTech shall remain independent contractors, each responsible for its own employees. Neither Party assumes responsibility to the other for costs, expenses, risks and liabilities arising out of the efforts of the other Party under this Agreement.

4. **TEAMING AGREEMENT**

Nothing contained in this Agreement shall be deemed to restrict either Party from quoting, offering to sell or selling to others any items or services that it may regularly offer for sale or license even though such items or services may be included in the RFP or the Project. Notwithstanding the nature of the Parties' relationship under this Agreement, the Parties do not intend to prejudice the Customer in any way with respect to any action that it may take in procuring goods or services on the basis of competitive proposals or the awarding of contracts on a split or other type basis.

5. **SUBCONTRACT**

In the event PCS is awarded a prime contract for the Project as a result of the proposal contemplated by this Agreement (the "Prime Contract"), and this Agreement has not been previously terminated pursuant to the applicable provisions hereof, PCS and ShawnTech shall enter into good faith negotiations with the intention of entering into a subcontract consistent with this Agreement and the Project, including Exhibit A. PCS may not negotiate with any third party vendor until such time as the provisions of this paragraph 5 have been fully exhausted. However, should the parties reach an impasse in their good faith negotiations, either party may terminate the negotiations by first providing the other with written notice of the specific reasons why they feel the other party is not negotiating in good faith. Should such a termination of negotiations occur,

before executing a contract with an alternate subcontractor, PCS shall be required to provide ShawnTech with a copy of the proposed contract with the alternate subcontractor. ShawnTech may, at its sole and complete discretion, elect to enter into a subcontract with PCS under the same terms and conditions as those contained in the contract with the alternate subcontractor.

6. **PROPRIETARY INFORMATION**

If in the course of performing this Agreement, either Party discloses any proprietary or confidential information to the other Party, such disclosure shall be governed by the following provisions:

(a) For purposes of this Agreement, the term "Proprietary Information" means all information (i) related to the Project that the Parties may exchange under this Agreement for the purpose stated herein or (ii) that, although not related to such purpose, is nevertheless disclosed as a result of the Parties' discussions in that regard, and that should reasonably have been understood by the receiving Party ("Recipient"), because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing Party ("Owner"), an Affiliate of the Owner or to a third party. Proprietary Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means. The term "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.

(b) Proprietary Information shall be used by the Recipient only in the performance contemplated by this Agreement and shall not be disclosed to any other person, firm, corporation or partnership or used for any other purpose than that contemplated by this Agreement without the prior written consent of the Owner. Recipient shall promptly return Proprietary Information to the Owner in the event of termination of this Agreement except as otherwise provided for in sub-clause (f) hereof.

(c) To protect the Owner's Proprietary Information from unauthorized use or disclosure, Recipient shall use the same degree of care that it uses to prevent unauthorized use or disclosure of its own proprietary or confidential information, data or drawings of like importance, but in no event shall the Recipient use less than a reasonable degree of care.

(d) The obligation to protect Proprietary Information as set forth in this Agreement, shall not apply to any of the following:

- (i) Information that is known to the Recipient without restriction when received, or thereafter is developed independently by the Recipient; or

- (ii) Information that was obtained by Recipient from a source other than the Owner through no breach of confidence by the Recipient; or
- (iii) Information that was in the public domain when received, or thereafter enters the public domain through no fault of the Recipient; or
- (iv) Information that was disclosed by the Owner to a third party without restriction.

(e) ShawnTech hereby agrees that PCS may disclose ShawnTech's Proprietary Information to Customer. ShawnTech and Associates shall explicitly identify any such Proprietary Information in order that PCS can identify for the Customer such Proprietary Information as proprietary and PCS shall request that Customer's use of any such ShawnTech Proprietary Information be restricted to use in reviewing and evaluating PCS's Project proposal as contemplated by this Agreement.

(f) Each Party's obligations hereunder concerning Proprietary Information received from the other Party shall continue for a period of three (3) years after receipt, notwithstanding any earlier expiration or termination of this Agreement. Upon expiration or termination of this Agreement, each Party shall cease use of Proprietary Information received from the other Party, and shall destroy all such Proprietary Information, including copies thereof, then in its possession or control, promptly furnishing the Owner with written certification of such destruction. Alternatively, at the request of the Owner, the Recipient shall return all such Proprietary information and copies to the Owner. The rights and obligations of the Parties under this Paragraph 6 shall survive any such return or destruction of Proprietary Information.

(g) The Parties agree that, in the event of a breach or threatened breach of the terms of Paragraph 6, the Owner shall be entitled to seek an injunction or other equitable relief prohibiting any such breach, without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of money damages. The Parties acknowledge that Proprietary Information is valuable and unique and that unauthorized use or disclosure in breach of this Paragraph 6 could result in irreparable injury to the Owner.

(h) All Proprietary Information received hereunder shall remain the property of the Owner. Nothing contained in this Agreement, nor any disclosure hereunder, shall be construed as a grant of any right or license, express or implied, under any patent, copyright or other intellectual property right of the Owner.

7. **INDEMNIFICATION**

Each Party will be solely responsible for liability arising out of its own acts or omissions occurring during the performance of its work under this Agreement. Each Party shall indemnify, defend and hold harmless the other from all demands, damages, liabilities, costs and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance or non-performance under the Agreement, including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Indemnifying Party. The indemnified Party may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving the indemnifying Party's obligations to indemnify, defend, or hold harmless. The indemnifying Party shall not settle or compromise any claim, suit, or action or consent to entry of judgment without the prior written consent of the indemnified Party and without an unconditional release of all liability by each claimant or plaintiff to the indemnified Party. This provision shall not be construed to mean that the Parties are precluded from resolving a claim against each other.

8. **TERMINATION**

8.1 This Agreement, and all rights and obligations of each Party hereunder, shall terminate upon the happening of any of the following:

(a) Cancellation of the Project or the RFP by the Customer, or cancellation or deletion by the Customer of all or substantially all of the scope of work under the Project allocated to ShawnTech under Exhibit A of this Agreement;

(b) The Customer's award of a prime contract for the Project to an entity other than PCS;

(c) The Parties' execution of a subcontract for ShawnTech to perform the work allocated to ShawnTech as provided for in Exhibit A;

(d) Mutual agreement of the Parties to terminate this Agreement.

8.2 Either Party may terminate this Agreement, effective immediately, without liability for said termination, upon written notice to the other Party, if any of the following events occur:

(a) The other files a voluntary petition in bankruptcy;

(b) The other is adjudged bankrupt;

(c) A court assumes jurisdiction of the assets of the other under a federal reorganization act;

- (d) A trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other;
- (e) The other becomes insolvent or suspends its business;
- (f) The other makes an assignment of its assets for the benefit of its creditors, except as required in the ordinary course of business; or
- (g) The identity of the other's business is materially changed by sale of its business, transfer of control of its outstanding stock, merger or otherwise.

8.3 Either Party may terminate this Agreement for a material breach or default of any of the terms, conditions or covenants of this Agreement by the other, provided that such termination may be made only following the expiration of a thirty (30) day period during which the other party has failed to cure such breach after having been given written notice of such breach. The Parties agree that notwithstanding any other terms and conditions of this Agreement including Exhibit A, if, at any time, and as determined in the sole discretion of PCS, circumstances (for example, due, but not limited, to the availability of more efficient technologies or closing of state correctional institution(s)) allow for the reduction of the system administrator workforce provided by ShawnTech (e.g., technicians, administrators and other personnel), such workforce reduction shall not constitute a breach or default of this Agreement nor give rise to a claim for liability against PCS.

9. **PUBLICITY**

Any news release (including communication of any sort with the press whether direct or indirect, written or oral), public announcement or advertisement to be released in connection with this Agreement and the subject matter hereunder shall have the written approval of both Parties prior to release.

10. **EFFECTIVE DATE**

This Agreement shall be binding and effective, and the term of this Agreement shall commence, as of the Effective Date specified in the first paragraph above, upon signature by both Parties.

11. **ASSIGNMENT**

ShawnTech shall not assign, delegate or otherwise transfer this Agreement, or its rights and obligations hereunder, in whole or in part, without the prior written consent of PCS, which shall not be unreasonably withheld.

12. **NOTICES**

All notices required or permitted to be given hereunder shall be in writing and be deemed effective (a) upon personal delivery, (b) on the calendar day following the date of confirmed transmission of telex, telegram, or electronic mail, or (c) upon receipt if sent by registered, certified or express mail to the Parties addressed as follows:

If to PCS: **Public Communications Services, Inc.**
11859 Wilshire Boulevard
Suite 600
Los Angeles, CA 90025
Attn: Joe Pekarovic

With contemporaneous copy to: **Public Communications Services, Inc.**
11859 Wilshire Boulevard
Suite 600
Los Angeles, CA 90025
Attn: Tommy Joe

If to ShawnTech: **ShawnTech Communications, Inc.**
One ASET Centre, Suite 102
Dayton International Airport
Vandalia, OH 45377
Attn: Jesse Jemison

Either Party may change the address or addressee set forth above at any time or times, by written notice to the other Party in accordance with this provision.

13. **ENTIRE AGREEMENT**

This Agreement, including exhibits hereto and other documents incorporated herein by reference, contains the entire agreement between PCS and ShawnTech concerning the subject matter hereof, and supersedes any prior or contemporaneous agreements, understandings or communications concerning the subject matter hereof. No modification or amendment of this Agreement will be effective unless it is in writing and signed by the authorized representatives of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed, in duplicate originals, by their duly authorized representatives, on the date(s) set forth below.

Public Communications Services, Inc.

By: *Joseph Pekarovic*
Name: Joseph Pekarovic
Title: V.P. Sales
Date: 8.10.05

ShawnTech Communications, Inc.

By: *Jesse Jemison*
Name: Jesse Jemison
Title: Marketing Director
Date: 8/9/05

EXHIBIT A

STATEMENT OF WORK

In connection with the Project, ShawnTech will perform the following Statement of Work ("SOW") as a subcontractor to PCS for the Project, in compliance with all applicable requirements of the Prime Contract and the requirements of the State of Missouri Department of Corrections ("MODOC").

I. Introduction

This SOW sets forth ShawnTech's roles and responsibilities to provide, install and maintain Cisco Routers and associated equipment and materials as well as other hardware and software associated with a debit application, as a subcontractor in support of PCS's Prime Contract for the Project. This SOW sets forth the minimum standards and levels of service that ShawnTech will provide.

II. Personnel

A. ShawnTech will provide three (3) full time, qualified technicians (individually, a "Technician" and collectively, the "Technicians") physically located in the State of Missouri to maintain and service all related inmate telephone, call recording and call processing equipment as specified in this Section. The Technicians will be fully dedicated to the Project and may not be used for any other project without the prior written consent of PCS. The Technicians are to be geographically located in such a manner to minimize travel time and must meet or exceed the mean time to repair (MTTR) as defined in Section V. In the case of a Technician's unavailability, ShawnTech shall have and maintain a contingency plan whereby technical support will be dispatched from its home office or another maintenance provider through subcontract arrangements. All Technicians will be required to pass and maintain an acceptable criminal history background check and drug testing as required by MODOC and/or PCS.

B. ShawnTech understands and agrees that all service and installation personnel, including, but not limited to, the Technicians, at the sole option of MODOC, will be subject to security checks and will be required to be accompanied by MODOC staff while on MODOC facility grounds. MODOC shall have the right to refuse entry to any ShawnTech personnel for security reasons. Should any of ShawnTech's personnel be refused entry, PCS will not be liable to ShawnTech for any loss, damage or injury resulting there from.

C. ShawnTech agrees to utilize only contractors/vendors approved by PCS to perform or complete any installation or maintenance activity in order to meet the time requirements as set by PCS and/or MODOC. Any and all use of subcontractors must be reviewed and approved by PCS prior to hiring. ShawnTech shall all take necessary steps to minimize employee turnover throughout the term of the Prime Contract. ShawnTech agrees to

consult PCS regarding ShawnTech's hiring process for the Technicians and other employees or subcontractors providing the services in this SOW, all of whom shall be subject to PCS's prior approval.

D. ShawnTech will provide to PCS and MODOC a current list of all service and installation personnel, including, but not limited to the Technicians, who will be entering any MODOC facility. The list must be kept current, with MODOC and PCS being notified of any changes within twenty-four (24) hours and at least forty-eight (48) hours prior to entry of any new personnel at any MODOC facility.

E. ShawnTech will provide and maintain personnel escalation plans detailing responsible parties and escalation intervals as approved by PCS and as provided for in the Prime Contract.

F. ShawnTech personnel working on the Project shall adhere to the State of Missouri's and/or MODOC's drug testing policy. This policy is subject to change by the State of Missouri and/or MODOC. It is ShawnTech's responsibility to ensure compliance with the current policies.

III. Equipment Support

A. ShawnTech will provide installation and maintenance support for the Radical Systems and their associated routers, modems, administrative workstations and phones (each a "System") installed at each of the MODOC facilities.

B. ShawnTech shall prepare an inventory listing each System, its components and associated devices. The inventory listing shall be compiled for each MODOC facility and will be adjusted every thirty (30) days to reflect any moves, adds and changes. ShawnTech will supply PCS with serial numbers of all Systems and their associated routers, modems, administrative workstations and phones. As new components or items are installed and old components are replaced, ShawnTech will supply PCS with the new serial number and the old serial number being replaced. This report will be provided to PCS on the first business day of each week.

C. ShawnTech will install and maintain the following equipment at MODOC facilities:

- (i) Maintain the 1500 new inmate phones to be installed pursuant to the Prime Contract. If ShawnTech personnel will be required to install the new phones, then the fees in section VI item C in Exhibit A – "Statement of Work" would be applicable.
- (ii) In those areas/cases where a portable or "movable" inmate telephone is required an inmate phone mounted on a heavy gage steel pedestal on a roller base cart will be installed.

- (iii) Spare parts for inmate telephones including confidencer handsets, keypads with volume control and hookswitches.
- (iv) Spare parts for any inmate enclosures that currently exist and as required by MODOC.
- (v) Maintain existing inside wiring at each MODOC facility from the entrance demarc to the inmate telephones.
- (vi) Maintain existing telephone and Data connection jacks.
- (vii) Maintain portable inmate telephones.
- (viii) Maintain inmate telephone window cards providing bilingual (English and Spanish) dialing instructions along with a call monitoring and/or recording warning statement.

In addition, ShawnTech will maintain the following items for all MODOC facilities: intelligent hub connecting the administrative workstations and printers to the site CPU. The hub shall provide hub-level and port-level security features such as intruder prevention, audio port disabling, network management alarm, eavesdropping protection, assigned port access, and password protection.

IV. Maintenance, Coverage, & Mean Time To Repair

A. ShawnTech personnel, including, but not limited to the Technicians, will be available seven (7) days a week, twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. ShawnTech shall provide PCS with the on call Technicians and their contact information at the beginning of each week. ShawnTech will ensure that the Technicians maintain adequate vehicles and tools, including, but not limited to, computer, pagers and email access/addresses in order to perform the maintenance and installation activities required by this SOW. The Technicians will be located in Missouri and will have immediate access to stock of sufficient quantity of parts and materials to service and maintain the System and related materials. Any and all repair parts or equipment installed on the instruments or locations will be new and/or used in good operating condition which meet the manufacturer's specifications and will become the property of PCS upon installation. Technicians are also responsible for participating in the resolution and reporting of network and equipment issues.

B. "Major Emergency" (Priority 1) troubles are defined as the following:

- (i) A failure of 50% or more of the inmate telephones in one area within a MODOC facility.
- (ii) ShawnTech is to respond to all Major Emergency trouble reports within one (1) hour of notification from PCS or the MODOC facility. Notification is defined

as written or verbal communication to ShawnTech personnel of a System or network issue.

- (iii) ShawnTech must contact the MODOC facility with the remote testing results (or update of the testing process) within two (2) hours of the initial trouble report (if the System is suitably equipped for such testing). Otherwise, within two (2) hours of the original notification from PCS or MODOC facility, ShawnTech must notify the Modoc facility contact that a Technician has been dispatched and must provide the estimated time of arrival.
- (iv) Should the problem not be resolved via remote access and confirmation obtained from the MODOC facility, ShawnTech must have a Technician suitably equipped for the installed System on site at the MODOC facility within four (4) hours from the time of the initial trouble report.
- (v) ShawnTech is to use commercially reasonable efforts to repair the System(s) to bring it to normal operating status within eight (8) hours of the initial trouble report.
- (vi) At anytime that a Major Emergency is unlikely to be resolved within the first four (4) hours following notification, ShawnTech is to notify PCS's designated contact person(s) within the first four (4) hours of the trouble report. ShawnTech is then to provide PCS's designated contacts with an updated status report every two hours until the trouble has been resolved and is confirmed by the MODOC facility.

C. "Routine Service" (Priority 2) troubles are defined as the following: A System failure or problem other than a Major Emergency.

- (i) ShawnTech shall respond to all Routine Service trouble reports within four (4) hours of notification by PCS or the MODOC facility through remote testing or access. "Notification" shall mean written or verbal communication to ShawnTech personnel of a System or network issue by PCS or MODOC. Records of remote testing to comply with this requirement must be made available to PCS and/or MODOC upon request.
- (ii) ShawnTech must contact the MODOC facility with the remote testing results (or update of the testing process) within six (6) hours of the initial trouble report (if the System is suitably equipped for such testing). Otherwise, within six (6) hours of the original notification by PCS or MODOC, ShawnTech must notify the MODOC facility that a Technician has been dispatched and must provide the estimated time of arrival.
- (iii) Should a problem not be resolved via remote access and or resolution confirmation is not obtained from the MODOC facility, ShawnTech must have a qualified Technician suitably equipped for the installed System, on site at the

MODOC facility within twelve (12) business hours from the time of the initial notification. Business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

- (iv) ShawnTech is to use commercially reasonable efforts to return the System(s) to normal operating status within twenty-four (24) business hours of the initial notification.
- (v) At anytime that a Routine Service trouble is unlikely to be resolved within the first sixteen (16) business hours after notification, ShawnTech is to notify PCS's designated contacts within such sixteen (16) business hour period. ShawnTech is then to provide PCS with an updated status report every four (4) business hours until the trouble has been resolved and resolution is confirmed by MODOC.

D. ShawnTech will provide and maintain a trouble reporting and dispatch center telephone number staffed/answered 24 hours per day, 7 days a week, 365 days each year. ShawnTech shall monitor and report any/all trouble reports received via an online ticket tracking system. All trouble reports must be kept on file for at least a one year period from the date of resolution. Reports should be archived for the term of the Prime Contract.

E. ShawnTech agrees that a trouble response is defined as initially a Technician's attempt to remotely access and test those sites or equipment that have the capability, followed up with a call to the MODOC facility with a status report. Then, if unresolved or needing further resolution confirmation advising the MODOC facility that a Technician properly equipped has been dispatched and the Technician's estimated time of arrival at the MODOC facility.

V. Reporting Requirements

A. ShawnTech will provide PCS with weekly reports outlining the previous weeks activities and status on any known pending items/issues. This report shall include a list of all trouble reports ShawnTech received or pending from the previous week, MODOC facility name, date received, status, date resolved if applicable and corrective actions taken to resolve. This weekly report is report is due to PCS no later than 2:00 PM EDT on the first business day of each week.

B. ShawnTech will provide a weekly "Look Ahead" report outlining all the known pending and/or underway activities per facility, the current schedule of activities that are to be completed/performed. This weekly report is due to PCS no later than 12:00 PM EDT on the second business day of each week.

C. ShawnTech will provide PCS with monthly reports outlining the previous month's activities and status on any known pending items/issues. This report shall include a list of all trouble reports ShawnTech received or pending from the previous month, facility

name, date/time received, date/time resolved (if applicable), "downtime" (system inaccessible or inoperable), status, and corrective actions taken to resolve. It is also desirable that the report provides a cumulative monthly "downtime" for each facility with a reported trouble and a cumulative total for all MODOC facilities. This monthly report is due to PCS no later than 2:00 PM EDT on the first business day of each month for the previous month.

D. ShawnTech will provide a monthly preventative maintenance report to PCS in form and content approved by PCS.

VI. Contract Costs

A. During each twelve month period of the Prime Contract, PCS will pay ShawnTech an annual contract amount as set forth below, which will be billed and paid quarterly:

Year 1: \$ 422,000
Year 2: \$ 422,000
Year 3: \$ 422,000
Year 4: \$ 422,000
Year 5: \$ 422,000

PCS and ShawnTech shall review the above pricing table and adjust these cost based on mutual understanding and agreement during the following timeframes;

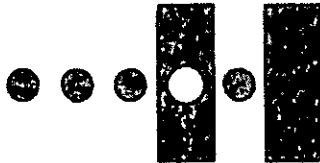
1. Six months after equipment installation.
2. 30 days prior to the contract anniversary date to determine CPI (Consumer Price Index) increases/decreases.

B. Installation of new additional phones: \$100.00 per phone.
Router and Modem Installation: \$200.00 per site

C. Weekly 2 man crew for implementation for one Level 3 and one Level 1 Technician, if requested by PCS, will cost \$7,000 weekly, which is all inclusive of all travel and personnel costs, but not including hardware. If single Level 3 Technician is requested by PCS to assist in installation of call control/recording equipment ShawnTech will provide a level 3 Technician at the rate of \$5,000 per week, inclusive of travel and personnel costs, but not including hardware.

D. If over the course of the Prime Contract any of the Technicians leave ShawnTech, a suitable replacement will be hired as quickly as possible. ShawnTech and PCS will mutually agree upon his/her wage. The new hire wage will be dependent upon qualifications and experience and location. The parties agree that if the salary rate for the new hire exceeds his/her predecessor, ShawnTech will change the annual maintenance pricing proportionately. Any vacant position will be supported by other ShawnTech personnel at no additional cost to PCS until a replacement is hired.

E. The costs set forth in this Section VI are all inclusive. There shall be no additional charges for the maintenance work outside of normal business hours including nights, weekends and holidays. There shall be no additional charges for travel to or from MODOC facilities. There shall be no cost of living adjustments in addition to the annual increases detailed above. There shall be no additional charges for insurance, any applicable or requested drug testing, back ground checks, computers, cellular phones, telephone usage, housing costs, and vehicle costs.



Huber & Associates, Inc.

1400 Edgewood Drive
Jefferson City, MO 65109
TEL: 573-634-5000
FAX: 573-634-5500
www.teamhuber.com

July 28, 2005

Mr. Joe Pekarovic
PCS Corporation
11859 Wilshire Blvd., Suite 600
Los Angeles, CA 90025

Dear Joe:

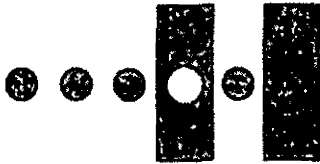
Huber & Associates, Inc. is excited to have this opportunity to work with PCS Corporation to implement a new Inmate Phone System for the Missouri Department of Corrections. Over the years, we have grown our business based on a strong commitment to customer satisfaction, and we are looking forward to partnering with a company that is also committed to taking care of its customers.

For most of the twenty years that Huber & Associates has been in business, we have worked with the Department of Corrections. Through this experience, we have learned that earning a high level of customer satisfaction requires that we understand DOC's environment, provide excellent customer service, and always deliver on our promises.

We see that PCS has the same outstanding commitment to your customer:

- ❖ You have taken the time to really get to know DOC's environment by touring sites, interviewing key personnel, and studying how the current systems are implemented. PCS has also studied the Phone System and its interconnections and dependencies on other systems at Corrections, such as OP11, the Inmate Banking System, and the Canteen System.
- ❖ You have shown commitment to customer service by designing a solution that includes Pin and Debit Administration, provided on a local basis with staff who are familiar with the DOC systems and DOC personnel. The PCS solution also includes interfacing with the Canteen system so inmates can utilize the Phone System for PIN and debit administration in a way they are familiar. Data accuracy is ensured because information is transferred electronically instead of being re-keyed.
- ❖ You have demonstrated your commitment to deliver on promises by designing a system that includes the implementation of debit calling. You have implemented debit in many of your installations, and plan to have this same function available at DOC almost immediately upon installation of the new PCS phone equipment. With interfaces to the Canteen System, PCS will be able to provide automated, accurate transfer of inmate funds at DOC.





Huber & Associates, Inc.

1400 Edgewood Drive
Jefferson City, MO 65109

TEL: 573-634-5000

FAX: 573-634-5500

www.teamhuber.com

Huber & Associates is proud to partner with PCS and looks forward to working with you to support the new PCS Inmate Phone System at DOC.

Sincerely,

Elizabeth Huber

CEO

Huber & Associates, Inc.



TEAMING AGREEMENT

This **Teaming Agreement** ("Agreement"), is made and entered into as of August 1, 2005 ("Effective Date"), by and between **Public Communications Services, Inc.**, a California corporation, with offices located at 11859 Wilshire Boulevard, Los Angeles, CA 90025 ("PCS") and **Huber and Associates, Inc.**, a Missouri corporation, with its main office located at 1400 Edgewood, Jefferson City, Missouri ("Huber"). PCS and Huber are sometimes each referred to in this Agreement as a "Party" and, collectively, as the "Parties."

WHEREAS, the Parties mutually desire to exclusively team together their respective complementary technological and other capabilities relative to a proposal to be submitted by PCS to the Missouri Department of Corrections ("Customer") in response to the Customer's Request For Proposal ("RFP") issued June 23, 2005, for Inmate Telephone Services for the state of Missouri Department of Corrections ("Project" or "MODOCS").

NOW THEREFORE, in consideration of these premises, the mutual covenants and undertakings contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

1. TEAMING ACTIVITIES

(a) With the assistance of Huber, PCS will prepare and submit a proposal to the Customer for the Project. PCS will be identified in the proposal as the proposed prime contractor for the Project. Huber will be identified in the proposal as a proposed subcontractor to PCS responsible for the scope of work associated with the Project as generally described in Exhibit A attached to this Agreement and incorporated herein by this reference, and for the price(s) and/or fee(s) set forth in Exhibit A.

(b) Huber shall provide PCS with all reasonable assistance in the development and preparation of any proposal(s) that may be required, including any best and final offer(s). PCS shall have sole discretion over and responsibility for the written content of any integrated proposal(s). PCS will include appropriate credit in its proposal(s) relative to the areas of contribution furnished by Huber. In its sole discretion, PCS shall determine all aspects of the proposal, including but not limited to meeting the substantive requirements of the RFP, commissions and terms and conditions it will propose to Customer for the Project.

(c) Both Parties will make available their respective management and technical personnel as may be reasonably requested during the conduct of any discussions and negotiations with the Customer concerning the award of a prime contract for the Project to PCS.

(d) Each Party hereby authorizes the other Party to use any information, data or drawings provided hereunder consistent with Paragraph 6, solely for the

express purpose of developing and presenting the Project proposal and obtaining a prime contract award to PCS for the Project.

2. **ALLOCATION OF COSTS**

Each Party will be responsible for and bear the cost of its own efforts in the preparation and support of its portion of the proposal requirements and other responsibilities set forth in this Agreement.

3. **INDEPENDENT CONTRACTORS**

This Agreement is not intended to constitute, create, give effect or otherwise establish a joint venture, partnership, principal-agent or any other relationship of any kind, other than that of independent contractors and the rights and obligations of the Parties shall be only those expressly set forth herein. At all times PCS and Huber shall remain independent contractors, each responsible for its own employees. Neither Party assumes responsibility to the other for costs, expenses, risks and liabilities arising out of the efforts of the other Party under this Agreement.

4. **TEAMING AGREEMENT**

Nothing contained in this Agreement shall be deemed to restrict either Party from quoting, offering to sell or selling to others any items or services that it may regularly offer for sale or license even though such items or services may be included in the RFP or the Project; provided, however, Huber agrees not to directly or in conjunction with a third party compete with PCS in connection with its RFP proposal or the Project. Notwithstanding the nature of the Parties' relationship under this Agreement, the Parties do not intend to prejudice the Customer in any way with respect to any action that it may take in procuring goods or services on the basis of competitive proposals or the awarding of contracts on a split or other type basis.

5. **SUBCONTRACT**

In the event PCS is awarded a prime contract for the Project as a result of the proposal contemplated by this Agreement, and this Agreement has not been previously terminated pursuant to the applicable provisions hereof, PCS and Huber will enter into good faith negotiations with the intention of entering into a subcontract consistent with this Agreement and the Project, including Exhibit A.

6. **PROPRIETARY INFORMATION**

If in the course of performing this Agreement, either Party discloses any proprietary or confidential information to the other Party, such disclosure shall be governed by the following provisions:

(a) For purposes of this Agreement, the term "Proprietary Information" means all information (i) related to the Project that the Parties may exchange under this Agreement for the purpose stated herein or (ii) that, although not related to such purpose, is nevertheless disclosed as a result of the Parties' discussions in that regard, and that should reasonably have been understood by the receiving Party ("Recipient"), because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing Party ("Owner"), an Affiliate of the Owner or to a third party. Proprietary Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means. The term "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.

(b) Proprietary Information shall be used by the Recipient only in the performance contemplated by this Agreement and shall not be disclosed to any other person, firm, corporation or partnership or used for any other purpose than that contemplated by this Agreement without the prior written consent of the Owner. Recipient shall promptly return Proprietary Information to the Owner in the event of termination of this Agreement except as otherwise provided for in sub-clause (f) hereof.

(c) To protect the Owner's Proprietary Information from unauthorized use or disclosure, Recipient shall use the same degree of care that it uses to prevent unauthorized use or disclosure of its own proprietary or confidential information, data or drawings of like importance, but in no event shall the Recipient use less than a reasonable degree of care.

(d) The obligation to protect Proprietary Information as set forth in this Agreement, shall not apply to any of the following:

- (i) Information that is known to the Recipient without restriction when received, or thereafter is developed independently by the Recipient; or
- (ii) Information that was obtained by Recipient from a source other than the Owner through no breach of confidence by the Recipient; or
- (iii) Information that was in the public domain when received, or thereafter enters the public domain through no fault of the Recipient; or
- (iv) Information that was disclosed by the Owner to a third party without restriction.

(e) Huber hereby agrees that PCS may disclose Huber's Proprietary Information to Customer. Huber and Associates shall explicitly identify any such Proprietary Information in order that PCS can identify for the Customer such Proprietary Information as proprietary and PCS shall request that Customer's use of any such Huber Proprietary Information be restricted to use in reviewing and evaluating PCS's Project proposal as contemplated by this Agreement.

(f) Each Party's obligations hereunder concerning Proprietary Information received from the other Party shall continue for a period of three (3) years after receipt, notwithstanding any earlier expiration or termination of this Agreement. Upon expiration or termination of this Agreement, each Party shall cease use of Proprietary Information received from the other Party, and shall destroy all such Proprietary Information, including copies thereof, then in its possession or control, promptly furnishing the Owner with written certification of such destruction. Alternatively, at the request of the Owner, the Recipient shall return all such Proprietary information and copies to the Owner. The rights and obligations of the Parties under this Paragraph 6 shall survive any such return or destruction of Proprietary Information.

(g) The Parties agree that, in the event of a breach or threatened breach of the terms of Paragraph 6, the Owner shall be entitled to seek an injunction or other equitable relief prohibiting any such breach, without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of money damages. The Parties acknowledge that Proprietary Information is valuable and unique and that unauthorized use or disclosure in breach of this Paragraph 6 could result in irreparable injury to the Owner.

(h) All Proprietary Information received hereunder shall remain the property of the Owner. Nothing contained in this Agreement, nor any disclosure hereunder, shall be construed as a grant of any right or license, express or implied, under any patent, copyright or other intellectual property right of the Owner.

7. INDEMNIFICATION

Each Party will be solely responsible for liability arising out of its own acts or omissions occurring during the performance of its work under this Agreement. Each Party shall indemnify, defend and hold harmless the other from all demands, damages, liabilities, costs and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance or non-performance under the Agreement, including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Indemnifying Party. The indemnified Party may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving the indemnifying Party's obligations to indemnify, defend, or hold harmless. The indemnifying Party shall not settle or compromise any claim, suit, or action or

consent to entry of judgment without the prior written consent of the indemnified Party and without an unconditional release of all liability by each claimant or plaintiff to the indemnified Party. This provision shall not be construed to mean that the Parties are precluded from resolving a claim against each other.

8. TERMINATION

8.1 This Agreement, and all rights and obligations of each Party hereunder, shall terminate upon the happening of any of the following:

- (a) Cancellation of the Project or the RFP by the Customer;
- (b) The Customer's award of a prime contract for the Project to an entity other than PCS;
- (c) The Parties' execution of a subcontract for Huber to perform the work allocated to Huber as provided for in Exhibit A;
- (d) Mutual agreement of the Parties to terminate this Agreement.

8.2 Either Party may terminate this Agreement, effective immediately, without liability for said termination, upon written notice to the other Party, if any of the following events occur:

- (a) The other files a voluntary petition in bankruptcy;
- (b) The other is adjudged bankrupt;
- (c) A court assumes jurisdiction of the assets of the other under a federal reorganization act;
- (d) A trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other;
- (e) The other becomes insolvent or suspends its business;
- (f) The other makes an assignment of its assets for the benefit of its creditors, except as required in the ordinary course of business; or
- (g) The identity of the other's business is materially changed by sale of its business, transfer of control of its outstanding stock, merger or otherwise.

8.3 Either Party may terminate this Agreement for a material breach or default of any of the terms, conditions or covenants of this Agreement by the other, provided that such termination may be made only following the expiration of a

thirty (30) day period during which the other party has failed to cure such breach after having been given written notice of such breach.

9. **PUBLICITY**

Any news release (including communication of any sort with the press whether direct or indirect, written or oral), public announcement or advertisement to be released in connection with this Agreement and the subject matter hereunder shall have the written approval of both Parties prior to release.

10. **EFFECTIVE DATE**

This Agreement shall be binding and effective, and the term of this Agreement shall commence, as of the Effective Date specified in the first paragraph above, upon signature by both Parties.

11. **ASSIGNMENT**

Neither Party shall assign, delegate or otherwise transfer this Agreement, or its rights and obligations hereunder, in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld.

12. **NOTICES**

All notices required or permitted to be given hereunder shall be in writing and be deemed effective (a) upon personal delivery, (b) on the calendar day following the date of confirmed transmission of telex, telegram, or electronic mail, or (c) upon receipt if sent by registered, certified or express mail to the Parties addressed as follows:

If to PCS:

Public Communications Services, Inc.
11859 Wilshire Boulevard
Suite 600
Los Angeles, CA 90025
Attn: Joe Pekarovic

With contemporaneous copy to:

Public Communications Services, Inc.
11859 Wilshire Boulevard
Suite 600
Los Angeles, CA 90025
Attn: Tommy Joe

If to Huber:

Huber and Associates, Inc.
1400 Edgewood
Jefferson City, MO 65109
Attn: Elizabeth Huber

Either Party may change the address or addressee set forth above at any time or times, by written notice to the other Party in accordance with this provision.

13. **ENTIRE AGREEMENT**

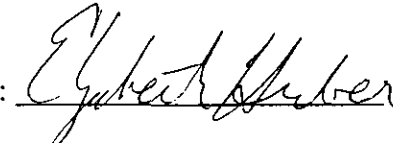
This Agreement, including exhibits hereto and other documents incorporated herein by reference, contains the entire agreement between PCS and Huber concerning the subject matter hereof, and supersedes any prior or contemporaneous agreements, understandings or communications concerning the subject matter hereof. No modification or amendment of this Agreement will be effective unless it is in writing and signed by the authorized representatives of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed, in duplicate originals, by their duly authorized representatives, on the date(s) set forth below.

Public Communications Services, Inc.

Huber and Associates, Inc.

By: 

By: 

Name: Joseph Rekarovic

Name: Elizabeth Huber

Title: V.P. Sales

Title: Owner

Date: 8-4-2005

Date: 8-3-2005

Exhibit A
Statement of Work


Client:

Public Communications Services (PCS)

Project Description:


Huber & Associates, Inc., will contract with PCS to provide personal identification number (PIN) management services for Department of Corrections' facilities throughout the State of Missouri. Our PIN management services will include the responsibilities and tasks outlined in this statement of work.

Background/Benefit Information:



Huber & Associates has been a strategic technical solutions partner for the State of Missouri for almost 20 years. We have extensive experience with the Missouri Department of Corrections (DOC) and provide numerous customized I/T services for the agency. For example, Huber & Associates has written and continues to maintain the Institution's Canteen Point-of-Sale application which automatically debits inmates' accounts. And, we support DOC's banking system and provide electronic information about inmate accounts to third-party vendors.

The Canteen Point-of Sale system is an integral part to the collection and transfer of PIN information, and it will also be an essential component to debit system implementation. Currently, inmates "purchase" their unique PIN numbers through the canteen system. These PIN numbers are captured on DOC's computer systems and transmitted nightly and several times during each day to the current phone system vendor. This process has worked well for the last several years and has provided convenience to the inmates, reduced the case worker workload dealing with inmate phone issues, and has ensured accuracy of data by avoiding redundant data entry. The process of obtaining the PINS via the canteen system has worked so well, in fact, that the Agency intends to implement the debit system via the canteen system, too.



Huber & Associates has helped provide PIN administration services for the Missouri DOC for the past five years. During this period, we have implemented a number of time & resource saving tools that have allowed us to not only meet the requirements of the contract, but also exceed requirements in a number of areas. For example, we have written special software to list and electronically transport PIN changes, inmate

intake, releases, and movements from each correctional institution to a secure server at Huber & Associates' headquarters in Jefferson City. This electronic transmission software not only allows us to more quickly process the PIN information, but it greatly reduces the amount of customer involvement needed, which benefits the Department of Corrections, the partnering telephone service provider, and us.

Huber & Associates Responsibilities:

In support of this contract, Huber & Associates will provide a Project Manager/Programmer who will be responsible for keeping the project on track, managing deliverables, and raising and addressing all issues for the project. Our Project Manager/Programmer will:

- Establish and maintain communications with PCS' point-of-contact.
- Monitor project tasks, schedules, and resources against the project plan and provide status reports to PCS' point-of-contact.
- Review and administer any changes with PCS' point-of-contact.
- Coordinate and manage the technical activities of all project personnel.
- Help resolve project issues and escalate issues, as necessary.
- Work with DOC IT Staff to ensure that PIN changes, inmate intake, release, and movement data from each correctional institution continues to transmit electronically to Huber & Associates
- Develop and maintain new programs required to collect and transmit debit information.
- Ensure that facility space is provided at the Huber & Associates headquarters in Jefferson City, Missouri, to house PCS' computer and phone equipment required for PIN Administration.
- Ensure that adequate disk space is available on Huber & Associates' FTP Server to store PIN data to be retrieved by PCS.
- Acquire training on phone system.

Huber & Associates will also provide a PIN Administrator to manage the PIN database related to this contract. This PIN Administrator will:

- Work at the Huber & Associates' headquarters in Jefferson City, Missouri, and perform PIN administration functions through the use of PCS' administrative workstation connected to the same Wide Area Network (WAN) which connects all Missouri Department of Corrections facilities.
- Ensure backup personnel is assigned and trained to take over PIN Administration responsibilities, when required.
- Be well versed on the use of PCS' PIN application software and have the responsibility to perform the PIN Administration tasks listed below.

Huber & Associates Tasks:

The tasks we anticipate performing are outlined below:

Programming Services:

- Extract PIN and Debit information from Canteen Point-of-Sale system.
- Transmit extracted data from Missouri Department of Corrections' server to Huber & Associates' server.
- Translate the captured PIN and Debit information to the format required by PCS.
- Maintain the developed program throughout the duration of this contract.
- Compare, daily, the inmate location file received from the Missouri Department of Corrections to yesterday's file to determine if an inmate has been released.
- Transmit new PIN numbers issued throughout the day from the Intake Centers so new inmates can make calls on the day they arrive at the facility. These PIN files will be transmitted from the Missouri Department of Corrections' server to Huber & Associates' server to be processed by our PIN Administrator.
- Troubleshoot problems with electronic transmissions.
- Work with Department of Corrections' Information Systems staff to correct any data or technical problems.
- Audit Missouri Department of Corrections' issuance of PINS (particularly important when a new facility is populated.)

PIN Administration:

- Process electronically transmitted PIN data.
 - Daily, electronically compare data from yesterday's PIN file with current PIN file.
 - Daily, create electronic printout of released inmates and disable their records on the PCS system. *(There are typically 4 – 6 pages of deletes per day.)*

- Daily, create electronic printout of new inmates and add these records to the PCS system.
 - Daily, create electronic printout of inmates that have moved to a new facility and update their records on the PCS system.
 - Multiple times daily, create an electronic printout of all inmates entering the Intake Centers and add new records to PCS System. (This will allow new inmates to make phone calls upon arrival at the facility.)
- Process phone requests from case workers at Missouri DOC institutions across the state. (Typically, there are 15 – 20 calls per day.)
 - Change offender PIN numbers.
 - Re-activate / de-activate offenders.
 - Research problems and communicate action with case workers (i.e. offenders are unable to complete calls successfully due to incorrect PIN, blocked call number, etc.)
 - Process email requests from case workers at Missouri DOC institutions across the state. (Typically, there are 10 – 15 emails per day.)
 - Change offender PIN numbers.
 - Re-activate / de-activate offenders.
 - Research problems and communicate action with case workers.
 - Process fax requests from case workers at Missouri DOC institutions across the state. (Typically, there are 5 – 7 faxes per day.)
 - Make sure offenders are showing up at the correct facility on the PCS system.
 - Make sure offenders are active / de-active on the PCS system.
 - Research problems and communicate action with case workers.
 - Interface with the Programmer/Project Manager on technical issues when either incorrect or no data is received.

Debit System Administration:

- FTP to PCS a flat file containing: Inmate #, PIN #, Date, and Purchased Phone Units.

Institutional Training on PCS Software and Hardware:

- Conduct onsite PCS software and hardware training for every DOC institution in the State, as needed.

PCS' Responsibilities:

Prior to the start of this SOW, PCS will designate a person (called "your Point of Contact") to whom all our communications will be addressed and who has the authority to act for PCS in all aspects of the project. Your Point of Contact will:

- Serve as the interface between our project team and all of your departments participating in this project.
- Communicate with our Project Manager/Programmer on all PIN-related activities.
- Administer changes with our Project Manager/Programmer.
- Help resolve and escalate project issues within your organization and the Department of Corrections, as necessary.
- Provide Huber & Associates with up-to-date computer and phone equipment needed for PIN and Debit Administration. Equipment will include, but not be limited to:
 - Computer workstation(s) for managing PCS software and processing email requests from institutions.
 - Printer for report handling.
 - Router
 - Phone connection
 - Telephone, phone line, & support number for processing phone requests from institutions.
- Install and configure relevant PCS software on machines provided to Huber & Associates for PIN and Debit Administration.
- Provide Huber & Associates' Project Manager/Programmer and PIN Administrators the training and support that is needed to perform PIN and Debit administration on the PCS system.
- Pay for all travel and other expenditures associated with training.
- Work with Huber & Associates on the electronic file format needed for PIN data so PCS can pull the data nightly from the Huber & Associates' FTP Server.
- Keep Huber & Associates informed of other service opportunities that arise out of this contract.

Deliverables:

Huber & Associates will manage PIN Administration for the Missouri Department of Corrections, providing the services outlined in this statement of work.

Charges:

Following are the charges associated with the services described in this Statement of Work:

Huber & Associates' Service	Charge
PIN File Programming & Implementation	\$15,000 (one time charge)
Project Management/Programming Trouble Shooting & Support	\$1,500 (monthly)
Debit Programming & Implementation	\$10,000 (one time charge)
PIN Administrator	\$70,000 (yearly)
Server Hosting and Maintenance	\$2,500 (yearly)
Training	\$95/hour (plus travel and expenses)

Project Scope:

Services not in the scope of this project can be purchased separately from Huber and Associates, Inc., on an 'as needed' basis, at the rate of \$95/hour.

Agreed to:



Public Communications Services (PCS)

Huber & Associates, Inc.



3801 East Plano Pkwy.
Suite 100
Plano, TX 75074
(972) 535-3300
Fax (972) 238-0022

7 September 2005

Mr. Joe Pekarovic
PCS Corporation
11859 Wilshire Blvd., Suite 600
Los Angeles, CA 90025

Dear Joe:

Value-Added Communications, Inc. is pleased to have the opportunity to team with PCS Corporation to provide Inmate Calling Services to the Missouri Department of Corrections. VAC's overriding commitment is to Operational Excellence and we welcome the opportunity to work with PCS who shares that commitment. Both PCS and VAC are dedicated to the Inmate Market as this is our sole source of business and our dedicated focus.

With the years of experience in this market space that both companies bring to the table, including the direct experience of working within the law enforcement and correctional community, VAC feels that our strategic alliance with PCS is a winning combination that will serve the State of Missouri Department of Corrections and its citizens through innovative solutions, superior service, unparalleled reliability, and the highest level of customer satisfaction. VAC truly looks forward to working with PCS and the State upon award of the State of Missouri's Offender Telephone Services.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Hodge", written over a white background.

STEPHEN L. HODGE
Executive Vice President

wj

1. INTRODUCTION

1.1 Purpose:

1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the provision of an offender telephone service at the various existing and future correctional institutions operated by the Missouri Department of Corrections (referred to hereinafter as the "agency"), and to provide all operator assisted and automated telephone services to the offenders in accordance with the requirements and provisions stated herein.

- Read and understood. PCS is pleased to present this proposal to the Missouri Department of Corrections for the provisioning, installation, operation, and maintenance of Offender Telephone Services in accordance with the requirements of the RFP and for the facilities specified.

The proposed system is scalable for future expansion. It will be implemented as a full turnkey system that will allow for all the security services required by the State of Missouri along with the use of both collect and debit services by the offenders.

Programs will be available for family members to create their own accounts to assist in budgeting and controlling the costs associated with offender calling. This program is designed to minimize and wherever possible eliminate any work required by agency staff.

1.2 Background Information:

1.2.1 The total number of calls and minutes of International calls is unknown. The total number of calls and minutes of local, intralata, interlata, and interstate used during calendar year 2004 by the current Offender Telephone Services contract was as follows:

	<u>Calls</u>	<u>Minutes</u>
<i>Local</i>	<i>165,387</i>	<i>5,758,658</i>
<i>Intralata</i>	<i>1,705,289</i>	<i>35,667,684</i>
<i>Interlata</i>	<i>1,429,198</i>	<i>28,852,067</i>
<i>Interstate</i>	<i>242,319</i>	<i>4,356,588</i>

- Read and understood. PCS understands that the call volumes associated with this Request for Proposal may increase or decrease based on the actual calls made and the needs of the State of Missouri and the offenders who will be using the offender telephone services.

1.2.2 While previous calling information is provided, no guarantee is made by the state on future call volumes or the distribution of those call volumes by call type or location.

- Read and understood. PCS acknowledges that the State of Missouri cannot guarantee future call volumes or the distribution of those call volumes by call type or location.

1.2.3 There are approximately 31,073 offenders in the Department of Corrections institutions related to the contract. This number may fluctuate.

- Read and understood. Compared to the previous RFP for Offender Telephone Services that was issued in the year 2000, there appears to have been a nearly 18% increase in the offender population. This is a significant growth. PCS will work with agency officials to ensure that the system we implement is modular and flexible, and capable of supporting such changes in the offender population over the duration of the contract.

1.2.4 Current Offender Telephone Services: The current contract for Offender Payphone Services was established by the Division of Purchasing and Materials Management with MCI. The contract number is: C200061001 and may be viewed or downloaded at Internet address: <http://www.oa.mo.gov/purch/webimaging/Homepage.htm>.

- Read and understood. PCS has downloaded the contract and is aware of the terms and conditions.

1.2.5 The current contractor, MCI, owns all equipment provided and installed by the contractor. The State of Missouri owns the existing cabling.

- Read and understood. PCS assumes the State of Missouri will want to continue ownership of the cabling and that as the provider and installer, PCS will own the equipment. Any additional cabling installed by PCS for this contract would automatically become the property of the State of Missouri. PCS would continue to maintain any new and existing cable required for this contract.

1.2.6 The current estimated number of installed telephones and recording and monitoring workstations are listed in RFP paragraphs 3.1.1.

- Read and understood. PCS understands that based on the information provided in RFP paragraphs 3.1.1, the estimated number of installed telephones is 1,566, and that there will be 23 workstations and 40 TDD units. The number of offender phones, workstations and/or TDD units may increase during the term of this contract.

1.3 Offeror's Contacts:

1.3.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

- Read and agreed. PCS will direct all questions and comments regarding the RFP and the evaluation to the buyer of record, who is listed as Ted Wilson on the cover page of the RFP.

1.4 Bonding Requirements:

- 1.4.1 Proposal Security Deposit: A proposal security deposit in the amount specified herein must be submitted with offeror's proposal (see Paragraph 4.1.5 for more details).

- Read and agreed. The proposal security deposit is attached to the original copy of this proposal. As instructed in Paragraph 4.1.1, it has been inserted immediately following the cover pages. It is payable to the State of Missouri in the amount of \$1,000.00. A photocopy of the Proposal Security Deposit is included with all other copies of the proposal.

- 1.4.2 Performance Security Deposit: A performance security deposit in the amount specified herein must be furnished by the awarded contractor(s) within thirty (30) days after contract award (see paragraph 2.8 for more details).

- Read and agreed. PCS will furnish within thirty (30) days following contract award, a Performance Security Deposit payable to the State of Missouri in the amount of \$200,000.00.

1.5 Tour of Facility:

- 1.5.1 To ensure that the offeror understands the requirements, a tour of any of the facilities listed in RFP paragraph 3.1.1, may be arranged by contacting the Division of Purchasing and Materials Management. At least twenty-four hours notice is required before a site visit. Contractor shall provide the name of the company, names of employees attending, their social security number, and date of birth. A security check will be completed with this information prior to admittance to the facility. Facility staff will accompany the contractors while they are on site. Facility business hours are 7:30 a.m. through 4:00 p.m., Monday through Friday.

- PCS' Vice President of Sales, Joe Pekarovic and Territory Manager, Damon Kenney visited several correctional facilities on July 5th and 6th to obtain firsthand knowledge of the requirements of the Missouri Department of Corrections. Based on these visits, we are very confident of PCS' ability to meet and exceed the State of Missouri's requirements.

1.6 Wage Order Attachments:

- 1.6.1 The offeror is advised that attachments exist to this document which include information critical to the requirements of this RFP. However, due to the size of the electronic files, they are not able to be incorporated into this document but, instead, must be downloaded from the State of Missouri website. Please refer to <http://www.oa.mo.gov/bids/b2z05070.htm>. It shall

be the sole responsibility of the offeror to obtain the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachments.

Read and agreed. PCS has downloaded and reviewed these attachments.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

2.1.1 The original contract period shall be date of award through five (5) years. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

Read, understood, and will comply.

2.2 Price:

2.2.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Read and understood. Pricing is provided in Exhibit A. The state shall not pay nor be liable for any costs. This includes but is not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.3 Contractor Liability:

2.3.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

Read, understood, and will comply.

2.3.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

Read and understood.

2.3.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

Read and understood.

2.4 Force Majeure:

2.4.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

Read and understood.

2.5 Termination:

2.5.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

Read and agreed.

2.6 Subcontractors:

2.6.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

Read, agreed, and understood.

2.7 Assignment:

2.7.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

Read and agreed.

2.8 Performance Security Deposit:

2.8.1 The contractor must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The performance security deposit must be made payable to the State of Missouri in the amount of \$200,000.00. The contract number and contract period must be specified on the performance security deposit. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed the total contract price for the option period.

Read and agreed.

2.9 Inventions, Patents, and Copyrights:

2.9.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

Read and understood.

2.9.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate

such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

Read and understood.

- 2.9.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

Read and understood.

2.10 Insurance:

- 2.10.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

Read and understood. PCS shall acquire and maintain adequate liability insurance in the forms and amounts sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.11 Coordination:

- 2.11.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

Read and understood. PCS, within 30 days after contract award will deliver to the Division of Purchasing and Materials Management a thorough schedule to be approved for the list of deliverables outlined by this contract. This will include all progress, points of advice and information on matters in this contract and made relevant by the ongoing operations of this contract.

2.12 Property of State:

2.12.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

Read and understood. PCS would like to discuss this section prior to contract signing to narrow the scope of the State's ownership to cover only data reports containing State data.

2.13 Transition Requirements:

2.13.1 Upon award of the contract, the contractor shall work with the agency and any other organizations designated by the agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the agency.

Read and understood. PCS will work with the state agency and the incumbent to guarantee a smooth and orderly transition of services. It should also be noted, that PCS has entered into teaming agreements with both Huber & Associates and ShawnTech Communications, incumbent subcontractors, to ensure an orderly transition process. These subcontractors currently have daily interaction with the State of Missouri's OTS and will bring vital experience to ensure a seamless transition to the new system.

2.13.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

Read and understood.

2.13.3 The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.

Read and understood.

2.13.4 The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not

to exceed one hundred twenty (120) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

- Read and understood. PCS will also make a commitment to provide these services and parts in accordance with the terms and conditions, requirements, and specifications of the contract, at the State of Missouri's option, for up to 24 months after the expiration, termination, or cancellation date of the contract.

2.13.5 The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

- Read and understood.

2.14 Prevailing Wage Requirements:

2.14.1 The contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in specified in Annual Wage Order No.11 Dated February 1, 2005 for all counties within the State of Missouri. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on page 1.

- Read and understood. PCS shall comply with Section 290.250 RSMo for the duration of the contract.

2.14.2 For each renewal period, if any, exercised by the Division of Purchasing and Materials Management, the contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the annual wage order referenced in the contract renewal amendment.

- Read and understood. PCS shall comply with Section 290.250 RSMo for each renewal period.

2.14.3 The contractor shall forfeit to the state agency ten dollars (\$10.00) for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (Section 290.250 RSMo).

- Read and understood.

2.14.4 In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in Section 290.210 through 290.340, RSMo and is advised to review the requirements carefully prior to beginning work. In addition, in the event

a period of “excessive unemployment” is identified and announced by the Missouri Department of Labor and Industrial Relations, the contractor must assign personnel to provide services who meet the definition of “Missouri laborers” as defined in Chapter 290.550 RSMo.

Read and understood.

2.14.5 The above-stated prevailing wage requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.

Read and understood.

2.15 Substitutions:

2.15.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.

Read and understood.

2.16 Contract Extension:

2.16.1 In the event of an extended re-procurement effort, the Division of Purchasing and Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

Read and understood.

2.17 Estimated Quantities:

2.17.1 The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

Read and understood.

2.18 Contract / Entire Agreement:

2.18.1 A binding contract shall consist of: (1) the RFP, amendments thereto, (2) the contractor's bid response, (3) clarifications of the bid, if any; and (4) the Division of Purchasing and Materials Management (DPMM)'s acceptance of the bid by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

Read and understood.

2.18.2 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order or notice to proceed.

Read and understood.

2.18.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Read and understood.

2.18.4 Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, including the state agency, shall be used or construed as an amendment or modification of the contract.

Read and understood.

2.18.5 The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

Read and understood.

2.18.6 To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.

Read and understood.

PARAGRAPH ADDED BY AMENDMENT #006

2.19 *Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation:*

PCS has partnered with MBE/WBE firms ShawnTech and Huber & Associates in order to provide the best possible proposal to meet the requirements of the RFP. Please see Exhibit E for Certification Letters.

2.19.1 *The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.*

PCS has read, understands and will comply.

2.19.2 *The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.*

PCS has read, understands and will comply.

2.19.3 *The Division of Purchasing and Materials Management and the Office of Equal Opportunity will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.*

Read and understood.

2.19.4 *If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.*

Read and understood.

Appendix 2-1

State of Missouri Terms and Conditions

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word must.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

Read and understood.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

Read and understood.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed notification of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

Read and understood.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

Read and understood.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

Read and understood.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

Read and understood.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

Read and understood.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
 - n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

Read and understood.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Read and understood.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

Read and understood. PCS would like to discuss this section prior to contract signing so that we can assign a collateral interest to our primary financial institution.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

Read and understood.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

Read and understood.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

Read and understood.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

Read and understood.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

Read and understood.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

Read and understood.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

Read and understood.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

Read and understood.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Read and understood.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

Read and understood.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

Read and understood.

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

Read and understood.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Read and understood.

3. TECHNICAL SPECIFICATIONS

3.1 General:

3.1.1 The contractor(s) shall provide, install and maintain an offender telephone service for agency locations as indicated in below, on an as-needed, if needed basis, in accordance with the provisions and requirements herein. The agency may add or delete telephones at locations indicated below or at additional locations without additional cost to the State agency.

LOCATION	ESTIMATED # OF REQUIRED PHONES	ESTIMATED # OF REQUIRED WORKSTATIONS	ESTIMATED # OF REQUIRED TDD UNITS
Eastern Reception & Diagnostic Correctional Center 2727 Highway K Bonne Terre, Mo.	166 PHONES	1 WORKSTATION	2 TTD UNITS
Boonville Correctional Center & Boonville Treatment Center 1216 East Morgan Street Boonville, Mo.	59 PHONES +12 PHONES IN TENT	1 WORKSTATION	2 TTD UNITS
Crossroads Correctional Center 1115 E. Pence Cameron, Mo.	89 PHONES	1 WORKSTATION	2 TTD UNITS
Southeast Correctional Center 300 Pedro Simmons Drive Charleston, Mo.	87 PHONES	1 WORKSTATION	2 TTD UNITS
Chillicothe Correctional Center 1500 Third Street Chillicothe, Mo.	38 PHONES	1 WORKSTATION	2 TTD UNITS
Western Missouri Correctional Center 609 E. Pence Cameron, Mo.	96 PHONES	1 WORKSTATION	2 TTD UNITS
Farmington Correctional Center 1012 W. Columbia Street Farmington, Mo.	140 PHONES	1 WORKSTATION	2 TTD UNITS
Ozark Correctional Center 1192 Honor Camp Lane Fordland, Mo.	27 PHONES	1 WORKSTATION	2 TTD UNITS
Fulton Reception & Diagnostic Center 1393 Route O Fulton, Mo.	119 PHONES	1 WORKSTATION	2 TTD UNITS
Algoa Correctional Center 8501 Fence Line Road Jefferson City, Mo.	62 PHONES	1 WORKSTATION	2 TTD UNITS
Jefferson City Correctional Center 8200 Fence Line Road Jefferson City, MO 65101	91 PHONES	1 WORKSTATION	2 TTD UNITS
South Central Correctional Center 255 West Highway 32 Licking, Mo.	78 PHONES	1 WORKSTATION	2 TTD UNITS
Maryville Treatment Center 30227 US Hwy 136 Maryville, Mo.	23 PHONES	1 WORKSTATION	2 TTD UNITS
Potosi Correctional Center and Mineral Area Treatment Center 11593 State Road O Mineral Point, Mo.	49 PHONES	1 WORKSTATION	2 TTD UNITS
Missouri Eastern Correctional Center 18701 Old Highway 66 Pacific, Mo.	52 PHONES	1 WORKSTATION	2 TTD UNITS
Moberly Correctional Center 5201 S. Morely Moberly, Mo.	53 PHONES	1 WORKSTATION	2 TTD UNITS

Northeast Correctional Center 13608 Pike 46 Airport Road Bowling Green, Mo.	106 PHONES	1 WORKSTATION	2 TTD UNITS
Western Reception, Diagnostic & Correctional Center 3401 Faraon Street St. Joseph, Mo.	92 PHONES	1 WORKSTATION	2 TTD UNITS
Tipton Correctional Center 619 N. Osage Avenue Tipton, Mo.	58 PHONES	1 WORKSTATION	2 TTD UNITS
Women's Reception and Diagnostic Center 1101 E. Hwy 54 Vandalia, MO 63382	69 PHONES	1 WORKSTATION	2 TTD UNITS
Central Regional Investigations 117 Commerce Jefferson City, MO 65109		1 WORKSTATION	
Western Regional Investigations 3208 Frederick St. Joseph, MO 64506		1 WORKSTATION	
Eastern Regional Investigations 1012 W. Columbia, Building 41 Farmington, MO 63640		1 WORKSTATION	
TOTAL	1,566 PHONES	23 WORKSTATIONS	40 TTD UNITS

- Read and agreed. PCS shall provide, install and maintain an offender telephone service for the agency locations indicated above, on an as needed, if needed basis, in accordance with the provisions and requirements of this RFP. PCS acknowledges that the agency may add or delete telephones at the locations listed or at additional locations without additional cost to the State agency.

The PCS solution calls for a robust, full-featured, state-of-the-art, turnkey system that can be installed and operated with minimal effort and maximum value for the agency. The PCS Offender Telephone System offers full-channel monitoring and recording of offender telephone conversations. The following pages detail the Team PCS Proposal to exceed the requirements of this RFP. (For a video demonstration of the PCS Offender Telephone System, please see Appendix C-1 in Section C).

- 3.1.2 The contractor shall furnish, install, and maintain telephones and recording and monitoring workstations on an as needed, if needed basis to the agency in accordance with the provisions and requirements stated herein.

- Read and agreed. PCS will install top-of-the-line telephones from OTC Telecom (see paragraph 3.5.3.a). We will also install the most full-featured and reliable recording and monitoring equipment available and new workstations in accordance with the requirements of the RFP. Telephones and workstations will be added on an as needed basis. PCS has planned for two (2) additional workstations per correctional facility and two (2) additional workstation per Regional Investigation location.

- 3.1.3 The contractor must comply with all applicable law, and Federal Communications Commission and State of Missouri Public Service Commission regulations regarding licensing and certifications and submit documentation of such if requested. Upon contractor providing evidence of the validity of new federal and/or state regulation directly affecting the provisions of the contract, the state shall amend the contract to include such provisions. Regulatory mandates of the contractor may be passed on to the state via contract amendment.

Read and agreed.

3.1.4 Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards <http://oit.mo.gov/standards/ITGS0003.pdf> provide direction for complying with RSMo 191.863. All systems/applications developed and/or customized by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards.

Read and agreed.

3.1.4.a The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the systems/applications developed and/or customized by the contractor and shall resolve such complaints by bringing the systems/applications into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the state. The contractor shall indemnify and hold harmless the state of Missouri and any Missouri government entity purchasing the systems/applications developed and/or customized by the contractor from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

Read and agreed. PCS will promptly respond in accordance with prompt notification of the problem and access to the affected facility.

3.1.5 The contractor may utilize new, refurbished or used equipment, provided the equipment meets and or exceeds the contract equipment requirements.

Read and agreed.

3.2 Offender Telephone Service Requirements:

3.2.1 The contractor shall provide a Basic Offender Telephone Service (OTS) and an Option 1 OTS on an as-needed if-needed basis.

Read and agreed. PCS will provide a fully integrated, state-of-the-art, turnkey Offender Telephone System that will support all of the requirements of the Basic Offender Telephone Service (OTS), as well as all of the requirements of the Option 1 OTS on an as needed, if needed basis.

3.3 Basic OTS Requirements:

3.3.1 Mandatory Requirements: The contractor shall provide a Basic OTS and as a minimum, include the following features and functionalities:

3.3.1.a. Capability of denying specified telephone numbers from offender dialing.

- Read and agreed. The PCS system will provide the agency with the ability to define a list of numbers that superseded an offender's personal list of telephone numbers. The facility can block telephone numbers for all offenders, which will prevent calls from processing even if the number is on the offender's personal list (for example, facility employees' telephone numbers). The facility can also approve telephone numbers for all offenders at the facility, in which case calls will go through even if it is not on the offender's personal list (for example, a snitch telephone number or maintenance telephone number used when reporting phone problems).

Typically, the system will be programmed to block 800, 888, 900, 976 and other numbers designated by the agency. Upon implementation, PCS will work with the agency to establish the blocking requirements. The file of existing blocked numbers will be uploaded to the call processor before it is even shipped to the site. Once installed, additional blocking can be managed on-site using the administrative workstation or via remote communications. In addition, the list of blocked numbers can be generated and viewed or printed at any time.

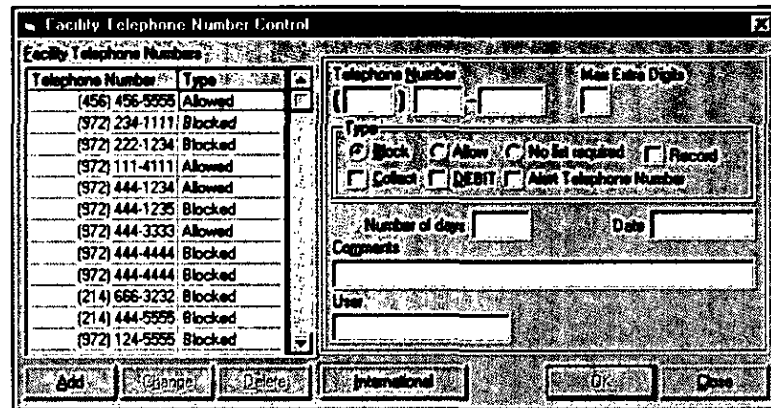


Figure 3-1 Facility Telephone Number Control

3.3.1.b. A personal identification number (PIN) application.

- Read and agreed. The PCS system can be configured for a PIN application. With the use of the PIN application, every time a call is placed, the offender would enter their assigned PIN which would cause all resulting call records and recordings to be associated with that offender. When the first call is placed by each offender, the caller is asked to record his/her name. This recording is then stored and used on all future calls using that PIN.

PCS in concert with Huber and Associates will continue to use existing PIN numbers from OP2 system maintain by MODOC.

3.3.1.c. Capable of collect, station-to-station calling utilizing a PIN.

- Read and agreed. The PCS system will be programmed to process all offender calls on an outgoing station-to-station and collect call basis utilizing PINs as designated by the state.

Access to an unrestricted outside line or live operator can be prohibited by PCS system. All call functions are fully automated with an extensive array of voice prompts to guide both the caller and the called party through the process from start to finish. By providing this level of information to the both parties, phone related questions are virtually eliminated. Offenders receive detailed announcements indicating the call status and detailing why a call failed to complete when this occurs.

- 3.3.1.d. Operational features and system requirements provided shall be applicable to all calls placed through the system, including local and long distance calling.

- Read and agreed. All call processing controls established within and managed by the PCS system will be applied to all tariff types of calls including Local, IntraLATA, InterLATA, Interstate, and International and all payment types of calls including collect, prepaid collect, or debit.

- 3.3.1.e. One-way, out-going service only.

- Read and agreed. The PCS system will process only outgoing calls. PCS employs several methods to ensure there will be no incoming calls to offender telephones.

- 1) PCS will only provision outgoing DOD trunks.
- 2) The call processor will be configured for one-way outbound traffic and will prevent incoming calls from being connected to offender telephones.
- 3) The offender telephones have no ringer or other means of signaling an incoming call.

- 3.3.1.f. The ability for collect calls to be processed with an automated attendant.

- Read and agreed. All calls are processed using a full-featured automated attendant function. At no time will offenders have access to a live operator.

- 3.3.1.g. Prohibits direct-dialed calls of any type, access to "411" information service, access to 800, 900 and 911 type services, and access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.

- Read and agreed. The PCS system will prohibit direct dialed calls and all calls to directory assistance, 800, 888, 900, 976, 911 and all carrier access codes plus any other numbers designated by the state.

Access to an unrestricted outside line or live operator is strictly prohibited by PCS system. All call functions are fully controlled by the automated attendant with an extensive array of voice prompts to guide both the caller and the called party through the process from start to finish. Offenders attempting a call that is not allowed will hear an announcement explaining that the number they have dialed is not allowed

3.3.1.h. Call acceptance by the called party must be accomplished through caller confirmation (positive acceptance).

- Read and agreed. All calls will require positive acceptance through the PCS system. Each call requires the called party to indicate positive acceptance by pressing "5" on their phone regardless of whether the call is a collect, prepaid, or debit.

After the offender dials their PIN, the OTS checks the call block and allowed tables the number. Only then will the system attempt to contact the called party. The offender will not be connected to the called party until after the called party positively accepts the call.

3.3.1.i. Provide a pre-recorded announcement identifying that the collect call is coming from a specific offender at a Missouri Correctional Institution before call acceptance. This recording must be heard by the answering party.

- Read and agreed. The PCS system is set up with customized voice prompts that identify the name of the correctional facility, the offender's name, and the instructions for accepting the call. This announcement also states that the call will be monitored and recorded and that 3-way calling or call waiting will disconnect the call. The announcement can be customized to meet the state's requirements. The offender will have the option to choose between different language options.

When the called party answers, although the speech path is separated, both the offender and called party will hear an announcement similar to the following:

"This is a PCS Collect Call from (Offender Name) at the (Facility Name). This call may be monitored and recorded. The use of 3-way or call waiting will disconnect the call. To hear the cost of this call, dial 8 now. If you wish to block any future collect calls, dial 7-7. To refuse this call, hang up. If you wish to accept and pay for this call, dial 5 now. Both parties will hear that the call will be recorded and monitored." The option for the called party to receive current collect call balance is also available.

PCS provides the State with the offender's prerecorded name option. This option records the offenders name one time, and uses this recorded name for the offenders stay. Otherwise the offender will be required to record his/her name at the beginning of each call.

The prerecorded name is linked to the offender's PIN. When an offender places a call, the offender no longer needs to state his or her name. The prerecorded name

is automatically used. This option both reduces the time required to place a call and eliminates the ability for offenders to transmit short messages to the called to party.

Prerecorded names can be stored either by using the first call made by the offender or the PIN Administrator to record the name. The prerecorded name can be changed at any time with a request from any of the correctional facilities to the PIN Administrator.

PCS VOICE PROMPTS

Voice prompts and messages are played in either English or Spanish, depending upon the Language Preference selected. The following is a list of messages voice prompts available on the PCS system:

- "You have sixty seconds remaining."
- "Your call was not accepted."
- "The phone number you have dialed is not allowed."
- "The system is not available for collect calling. Please try again later."
- "Your call is being processed."
- "This number has been blocked at the customer's request."
- "At the tone please state your name."
- "You have a call already active."
- "You have exceeded the number of calls allowed."
- "You have exceeded the number of minutes allowed."
- "Thank you."
- "Your call cannot be placed at this time."
- "The system is not available at this time."
- "This phone is disabled."
- "You are not authorized calls from this phone location."
- "You have insufficient funds to place this call."
- "Your account has been restricted by the [facility name]."
- "The number you are calling is blocked by [carrier name]."
- "Your call has not been answered. Please try your call again later."
- "The line is busy. Please try your call again later."
- "Your call cannot be completed as dialed. Please check the number and dial again."
- "All lines are busy. Please try your call again later."
- "[carrier name]. This call may be monitored or recorded. I have a prepaid call from."
- "At a [facility name]. To accept dial 5 and wait for connection. To refuse, hang up."
- "This call is from a [facility name]."
- "[carrier name] has a collect call for you. This call may be monitored or recorded. You have a collect call from."
- "At a [facility name]. If you wish to accept and pay for this call dial 5 now. If you wish to block any future collect calls press or dial 7 for further information. To refuse this call hang up."

- “[carrier name] has a collect call for you. This call may be monitored or recorded. You have a collect call from.”
- “At a [facility name]. For customer assistance and collection or complaint procedures, dial 1 800 444 3333 or 1-888-288-9879. To hear the cost of this out-of-state call, press 8 now. If you wish to accept and pay for this call dial 5 now. If you wish to block any future collect calls press or dial 7 for further information. To refuse this call hang up.”
- “To have your number blocked from receiving calls from all prisons dial 1-800-231-0193 or 1-888-288-9879.”
- “Are you sure, you want to block future collect calls of this type? Dial 6 to confirm.”
- “This call is from...”
- “For the first...”
- “For each additional...”
- “The maximum cost of this out-of-state call is a...”
- “Per minute plus a federal universal service fee. If you wish to accept and pay for this call dial 5 now.”

3.3.1.j. The contractor shall provide TDDs that are compatible with the standard telephone devices.

- Read and agreed. As required by paragraph 3.1.1, PCS will provide two (2) TDDs at each of the specified locations. PCS proposes the use of the portable Ultratec (Model: Supercom 4400) vandal resistant TDD.



Figure 3-2 Ultratec Supercom 4400 TDD

Standard features of these TDD phones include:

- 32k memory
- Turbo Code® and Auto ID™
- E-Turbo for simplified relay calling**
- Direct connect (with 2 jacks) to standard telephone lines
- Built-in ring flasher
- Auto-Answer (with programmable message)
- Auto-busy redial, Wait for Response and 3-way calling
- Remote message retrieval
- User-programmable Relay Voice Announcer
- Keyboard dialing, follow-on dialing, tone or pulse dial
- Memory dialing/redial
- Computer-style keyboard
- TTY Announcer™
- GA/SK and arrow keys
- Printer port to connect to external printer
- Baudot code (45.5/50 baud rate)

The PCS' proposed call processor can be configured to allow for up to 30 minutes per TDD connection. PCS can also program the system to allow only a certain number of attempts and/or connections per day, week, or month. The system will

connect to a circuit that has the capability of accessing a TDD relay center. The system will have a centrally managed database with all relay centers' contact information. These numbers will allow offenders to process messages without voice overlays. This exception table will be kept current. Any number not in this list will have a voice overlay.

PCS will work closely with the agency to ensure that the security features designed into standard calling practices are incorporated into the calls made by offenders through the relay centers. This includes recordings, blocked numbers, PINs and PANs. PCS has extensive experience in working with various relay centers to ensure that disabled offenders have the same calling privileges and security features designed into their calling patterns as all other offenders.

3.3.1.k. Quick and selective shutdown capability for the following agency locations:

- At demarcation location - total institution telephones;
- By central control center - select telephones; and,
- By select housing units - control center.

Read and agreed. The PCS system provides the ability to enable or disable offender phones on demand through any system workstation. Authorized personnel can shutdown offender telephones “gracefully”, by waiting until the current conversations are over before disabling the phones, or abruptly terminate all calls immediately. It is important to note that this function can be performed from a remote workstation – which is useful in an emergency situation where the site workstations may not be accessible. The Workstation screen used to perform this function is:

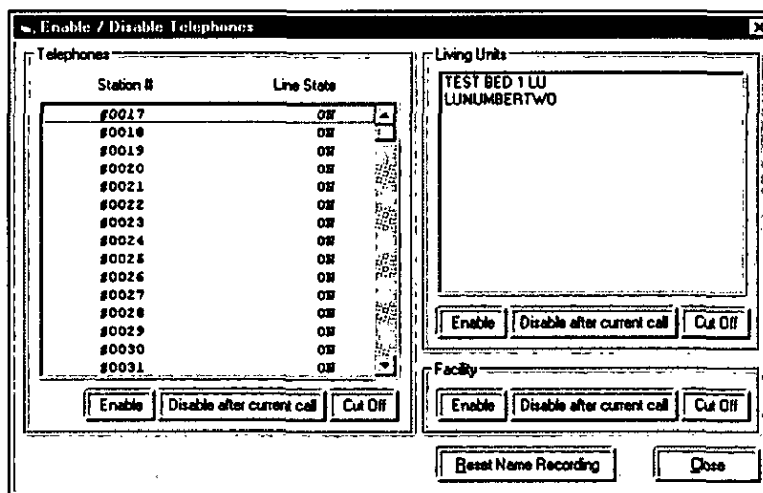


Figure 3-3 Shutdown Phones from Workstation

The Enable/Disable Telephones screen provides the facility staff (with the appropriate security level) the ability to control phone activation within the facility. Control can be at the individual phone level identified by Station ID, the Living Unit level, or facility wide.

In addition to shutting down phones at the workstation, PCS will also provide mechanical shutdown switches located in the phone closets. Authorized personnel will be able to digitally shutdown selected telephones from the central control centers. PCS believes it is vital for system shutdown equipment to be designed to ensure maximum phone quality. The industry standard has been to simply install off-the-shelf shutdown switches in correctional facilities. PCS research identified a need for higher quality and more sophisticated shutdown equipment than was available in the marketplace. Based on this research, *PCS designed a switching unit that meets and exceeds the needs of the correctional environment.* The system requires no special technical knowledge to disconnect or reconnect service.

The ICOR-24 is a patent-pending switching unit that allows PCS employees and/or correctional personnel to shut down a number of phones with a single switch. This increases variation options for shutting off phones, reduces required wiring and space required for installations. The unit can be configured in a variety of ways. It can accommodate multiple switches, so that only certain phones are disabled at a time. Please refer to the following photo.

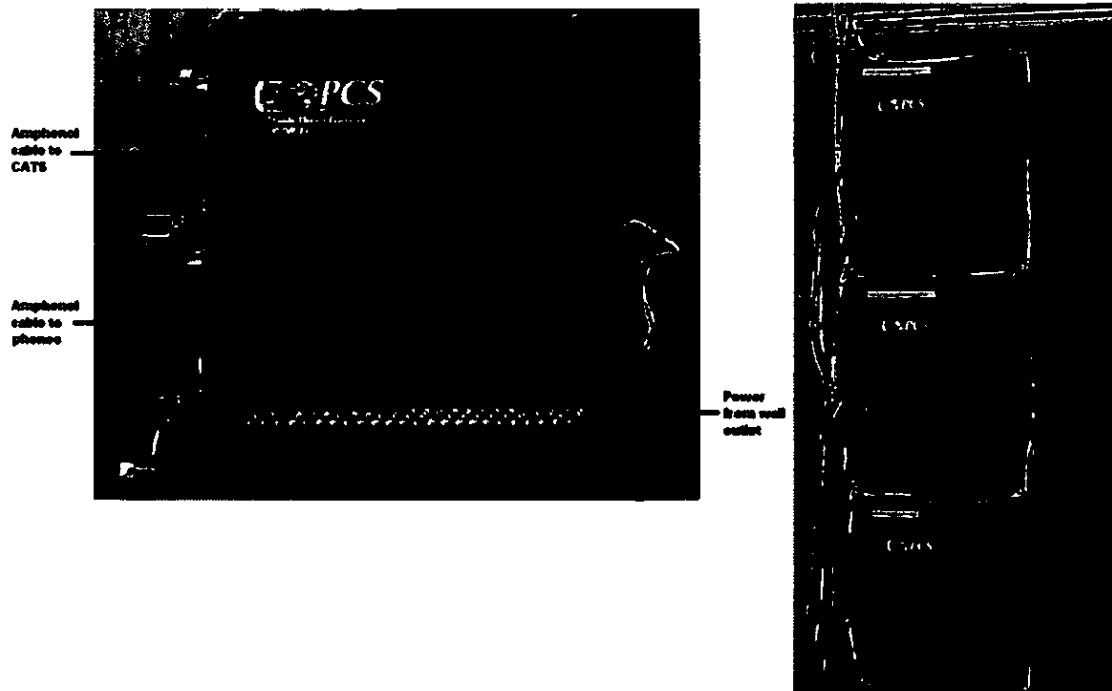


Figure 3-4 PCS' ICOR-24 Shutdown Switch

As the name implies, the ICOR-24 can disable up to 24 phones at a time. If the facility wishes to control more than 24 phones, then multiple units can be grouped together as shown in the picture on the right. Each new unit that is grouped gives you the ability to control another 24 phones.

By using the ICOR-24, PCS can group phones in a variety of ways so that facility personnel can easily shut off selected phones for the entire institution, central control center, or by housing unit.

These configurations are not limited to phone locations. For example, there may be offender phones located in several areas of a facility. Even though these phones may connect to different trunk lines, they could be connected through the ICOR-24 so that all of them could be shut off at once.

PCS would like to point out to the agency that so far no other offender telephone system provider has made this quality commitment in providing state-of-the-art cut-off switching units.

3.3.1.l. Capability of providing dial tone to all offender telephones at the same time and one central office line per offender telephone.

- Read and agreed. The system will be capable of providing dial tone to all offender telephones at the same time and one central office line per offender telephone. Additionally the switching capabilities of the Focus 100 allows for any outgoing trunk to be disabled if there are technical or quality issues with a given line. Thus, a one-to-one ratio between offender telephones and central office trunks does not mean that an outage of a central office trunk will affect any specific offender telephone.

3.3.1.m. Capability of processing calls on a selective bilingual basis that allows the offender to select the preferred language utilizing a code on the keypad (i.e. "1" for English and "2" Spanish).

- Read and agreed. When a call is placed, the offender will be provided with the option of either English or Spanish voice prompts. "For English, press one (1), Para Espanol, marque dos (2)." Once the selection is made, all voice prompts for the balance of the call process are given in the desired language. If desired, the offender's language preference can be entered with his PIN and automatically selected for all further conversations. When PINs are in use, and an allowed call list is established, a language preference may also be selected for each allowed number. Calls placed to that number would utilize the specified language automatically for all called party announcements.

Languages other than English and Spanish can be made available to the State of Missouri by request.

3.3.1.n Capability of preventing any offender telephone from receiving any incoming calls.

- Read and agreed. The system will be programmed to process one-way – out-going calls only. No incoming calls will be allowed to any offender telephone. Trunks will be provisioned one-way outgoing only. The call processor will be programmed to block incoming calls from reaching any offender telephones. The offender telephones themselves will not have a ringer or other indicator to alert an offender

if an incoming call were attempted. As a further deterrent, the called to party will not receive any Caller ID, thus discouraging any attempts at making incoming calls.

3.3.1.o Telephone reception quality equal to the tone quality offered to the general public and meet telecommunication industry standards for service quality. The agency shall have final approval of reception quality.

Read and agreed. The quality of reception to both the called party and the offender will meet telecommunications industry standards for service quality and will be subject to agency approval. At any time during the term of the contract the agency will have the option to check and ensure the ongoing quality of not only the outgoing trunk quality, but also the connection between the offender phone and the telephone room. Any required improvements will be completed by PCS at no expense to the agency.

3.3.1.p. Capability of taking an individual station out of service without affecting other units.

Read and agreed. Authorized users can disable individual offender phones from any workstation with a few clicks of the mouse. When an individual telephone station is disabled, there is absolutely no affect on on-going call processing through other offender telephones. This can also be done on an automated process.

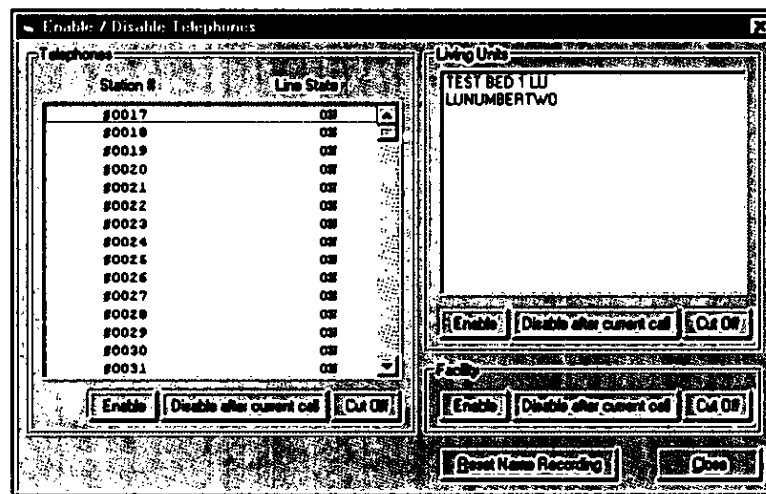


Figure 3-5 Disabling Individual Offender Telephones

3.3.1.q. A fraud prevention feature that will be capable of randomly interjecting pre-recorded announcements to the called party throughout the duration of the conversation indicating the source of the call. The fraud prevention shall not allow the offender to interfere with these announcements.

Read and agreed. The PCS system may be programmed to interject a voice announcement at random intervals throughout each offender phone call. The announcement content will notify the called party that they are speaking to an

offender at the "Facility Name". The announcement volume will be reduced to a level that is not obtrusive, but still audible. The PCS system can adjust the volume and the frequency of the announcement upon request by the state as specified. The offender will not be able to interfere with these announcements.

PCS has found the voice overlay announcement to be an effective harassment prevention tool. The called party is made aware of the origin of the call at all times and any inappropriate or harassing calls can be easily reported to facility personnel. The message contents may be customized with suggested language as follows: "This call is from the (Facility Name)". Typically, this message is programmed to repeat every 5 minutes, resulting in 3 announcements during a 15-minute call. PCS will work with the state to establish these settings for maximum effectiveness and minimal call intrusion.

3.3.1.r. Capability to perform remote diagnostics to the OTS to determine if a problem is with the telephone unit or with the telephone line.

- Read and agreed. PCS believes any problems that occur should be resolved before our customers even become aware of them. We devote significant time and resources to ensure our systems are constantly in check. Regardless of the cause or if another vendor is at fault, all problems relating to the offender telephone system will be handled by PCS.

PCS uses extensive diagnostic tools to identify potential problems. We analyze traffic patterns and track potential problems in the Frame Relay, Wide Area Network, T-1 connections, and Central Office (CO) trunks. Data is constantly being downloaded and analyzed. The following sections explain this process in detail.

The PCS system also provides the capability to place remote test calls to determine if a reported problem is due to the OTS, the offender telephone, the CO trunk, or a PSTN problem. Additionally, maintenance reports are available that help to isolate marginal offender phones and trunks that display:

- The number of calls and attempts by individual phone and trunk by day for the most recent 7 days
- 1 week average number of calls per day by individual phone and trunk for the previous week and the previous 4 weeks
- The average conversation time for individual phones and trunks for the previous day
- The percent deviation by individual phone and trunk of the 1 week average vs. the 4 week average
- In a user selectable time period from current time all call attempts and completes of all call types and tariff types.

BIG BROTHER - PCS

PCS uses a software program we call "Big Brother" to identify any potential issues in Frame and WAN connectivity at our client sites. Big Brother diagnostically monitors all call processors each hour for changes in call patterns using SNMP (Simple Network Management Protocol) standards. Any change automatically informs PCS customer service technician and steps are taken to identify and correct the problem. In case the assigned PCS technician is unable to respond in a timely manner, Big Brother automatically escalates problem notification to the next level personnel. In some instances, Big Brother automatically corrects the problems if the procedures are pre-programmed into the system. This feature reduces the time and effort required for manual intervention to correct system related problems.

The Big Brother software will identify any potential issues in Frame Relay and WAN connectivity. The following screen displays the status of the system connections.



Figure 3-6 Remote Diagnostics

Other features of this software include:

- Monitoring host resources (processor load, disk and memory usage, running processes, log files, etc.).
- Monitoring environmental factors, such as temperature.
- Generating contact notifications when service or host problems occur and get resolved (via email, pager, or other user-defined method).
- Defining event handlers to be run during service or host events for proactive problem resolution.
- Providing external command interface that allows on-the-fly modifications to be made to the monitoring and notification behavior through the use of event handlers, the web interface, and third-party applications.
- Retaining host and service status across program restarts.

- Scheduling downtime for suppressing host and service notifications during periods of planned outages.
- Providing a web interface for viewing current network status, notification and problem history, log file, etc.

In addition to monitoring the call processor(s), Big Brother routinely checks all the end user workstations to ensure that all our services are active and usable. It also detects and monitors circuit problems if it encounters problems in connecting with the systems and machines it monitors.

When service interruptions and system failures are reported by Big Brother, PCS' Customer Service personnel enter all pertinent information into an electronic trouble ticket system. This system is then used to track the repair process and ensure the timely response to all customer concerns.

The Call Processing and Recording System includes an embedded agent that monitors and communicates with the Network Operations Center every 15 minutes. The unit "checks in" and reports its condition. Any delay or non-report condition is immediately identified and appropriate alarm levels are generated, and trouble tickets are created.

- 3.3.1.s. Capability to attempt to detect access to 3-way and conference calling at any time during the call and immediately following the connection of the call, regardless of where the called party is located (local calls, calls within the Local Access Transport Area {intralata}, calls outside the Local Access Transport Area {interlata} and interstate calls). If detected, the call shall be terminated before connection to the third party, or if during the call, as soon as the transfer or conference is detected.

- Read and agreed. The PCS system is designed to isolate three-way call attempts by detecting multiple call characteristics typically associated with this type of activity. In addition, the three-way call detect feature can be programmed to either disconnect the call or merely initiate a warning message. Regardless of the setting, three way call detection events are tracked and noted in the call detail record and made available for review in a report designed specifically for this purpose.

Once the system is up and running for a period of time, traffic patterns and call activity will be analyzed to determine the optimum sensitivity setting for three-way call detect. At this time, the disconnect feature will be enabled. From that point forward, calls that trigger the three-way call detection feature will be disconnected.

While every effort is made to improve the accuracy of three-way call detection, it is possible for other events on a call to inadvertently result in call disconnection.

These include:

- Non-voice sounds during the call
- Extra digits dialed during the call
- Dropping or tapping the handset
- Use of the call-waiting feature by the called party

The following screen shot depicts the 3-Way attempt within the call detail:

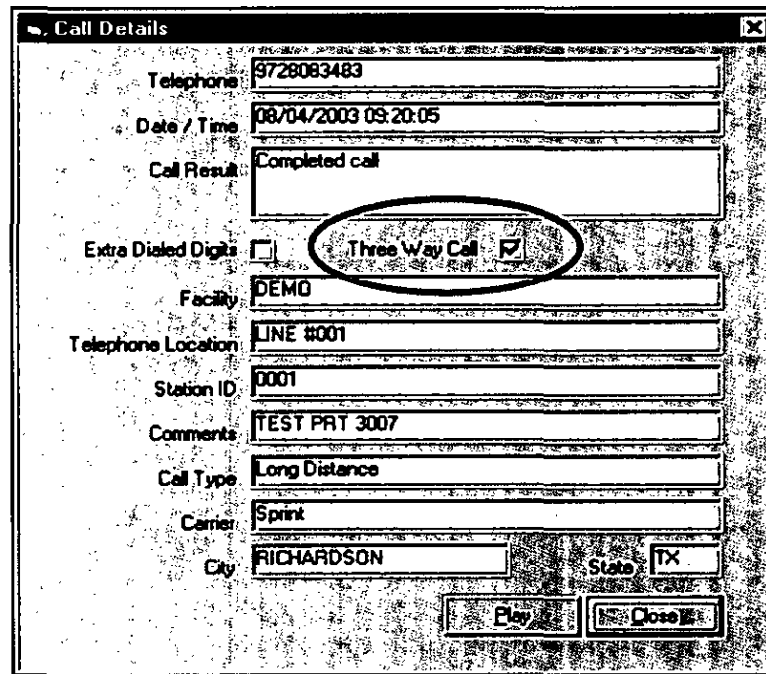


Figure 3-4 Call Detail of 3-Way Call Attempt

3.3.1.t. Hardware that includes the following minimum requirements:

- Processor with 2.80 GHz;
- Ram with 512 MB;
- Hard Drive with 80 GB;
- Sound Card;
- CD-RW and;
- 1.44 floppy drive

Read and agreed. PCS will meet or exceed these hardware requirements. Additionally, each workstation will consist of a Windows 2000 PC platform, keyboard, and mouse, along with a 17" color monitor and printer.

3.3.1.u. Microsoft Office 2000 Software.

Read and agreed. Microsoft Office 2000 software will be provided with each workstation.

3.3.2 Desirable Requirements: The contractor should include the following features and functionalities in the Basic OTS:

3.3.2.a. Capability of providing Monitoring Reports that produce the following information and the capability of sorting within each category below:

- Authorized Call Lists by PIN or identifying number
- Calls by PIN or other identifying number

Read and agreed. Reports can be generated that provide a complete current list of allowed numbers associated with a specified offender PIN, the Account Telephone Number List report or the Approved Telephone Numbers Search Report provides the investigator with a list of all offenders allowed to call a specific telephone number.

Run Date: 11/21/2001
Run Time: 14:31:13 **Account Telephone Number List** Page 1 of 1

Report Site: COF From 11/21/2001 00:00:00
Terminal Making Request: COTB2_WS02 Thu 11/21/2001 23:59:59
User ID: TESTADMIN

Facility Name: TEST BED 2 Facility Code: COTB2

DOC: 00299-999 Inmate Name: L.O.CO,

Phone Number	CoDact	Debit	Allow	Called Party Language	Activation Date
3032715589	YES	YES	YES	ENGLISH	11/20/01
7132754435	YES	YES	YES	ENGLISH	11/20/01

Total Telephone Numbers for Inmate: 2
Total Telephone Numbers: 2
Total Active Numbers: 2
Total Inactive Numbers: 0

Figure 3-5 Account Telephone Number List Report

Run Date: 09/21/2001
Run Time: 14:42:37 **Approved Telephone Numbers Search** Page 1 of 1

Report Site: COF Selected Phone Number(s)
Terminal Making Request: QACOLO_WS01
User ID: TESTADMIN 9723512543

5723312543

DOC	Inmate Name	Facility
111111	SMITHERS, TOM	TEST 1

Number of Inmates with This Number: 1

Figure 3-6 Approved Telephone Numbers Search Report

The Call Detail report provides a list of all completed calls placed by a specific offender's PIN over a specified period of time. There are various other search criteria that can be performed using the Ad Hoc Query capability for reporting on fields within the Call Detail Records including but not limited to the length of call, called number, ranges of dates and times, and wild card searches.

Additional Investigative Reports include the following:

Account Telephone Number List	Most Active Inmates
Alert Notification	Facility Blocked Telephone Numbers
Approved Telephone Numbers Search	New Inmates
Attempts by Stations	Quantity of Calls Placed
Call Detail	Quantity of Minutes Called
Calls from PIN not at Facility	Released Inmates
Chronological List of Calls	Speed Dial Search
Currently Suspended Telephone Accounts	System Wide Blocked Telephone Numbers
Extra Dialed digits	Telephone Numbers Called by More Than One Inmate
Frequently Dialed Numbers	Telephone Numbers Listed in More Than One Account
Inmate Directory	Telephone Number Usage
Inmate History	Toll Free Numbers Called by Inmates
Inmate Transfers	Toll Free Phone Numbers on Inmates List
Invalid PIN Attempts	3 Way Call Detect

3.3.2.b. Capability of providing an offender PIN system that does not require administration by the agency's staff.

- Read and agreed. Public Communications Services has created a teaming agreement with Huber & Associates to ensure that the current system in place will be utilized immediately. Upon booking an offender, the information is electronically transmitted on a daily basis by the OP2 software directly to Huber & Associates and in turn is transmitted to PCS. There will be no additional work or programming required by the agency staff.

PCS has already begun to explore with Huber & Associates the development of software enhancements that allow each offender to have a PIN number for use immediately upon entering the system, instead of the current requirement of having to wait for nightly downloads.

3.3.2.c. Capability of generating a unique PIN for each offender using the offender number, booking number or some number unique to the offender. The PIN should have authentication to identify the offender and his authority to make the call.

- Read and agreed. PCS will continue to use the current unique PIN methodology used by the agency. The offender PIN will consist of the offender's number plus an additional 4-digit code provided by the OP2. The additional 4-digit code can be changed by the offender without charge. As with the current program, there will be no additional work required by agency staff.

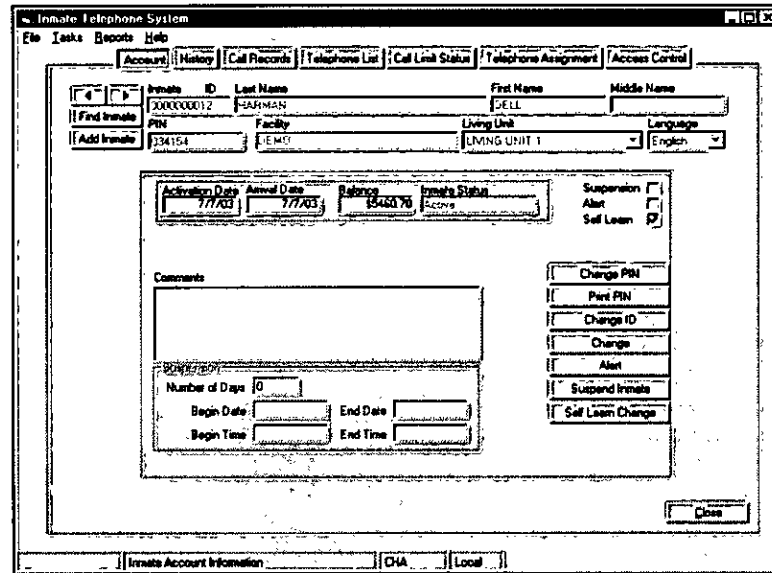


Figure 3-7 PIN Generation Feature

Once an offender account is created in the OTS, a file will be created used to identify the offender and their authority to make phone calls as noted in the screenshot. Other relational screenshots can be used to further control offender calling.

3.3.2.d. Capability of storing the PINs in a database that is accessible to all agency personnel as designed by the agency.

- Read and agreed. All PINs established for offenders will be redundantly stored at each facility's OTS. This will include not only the PIN for offenders residing at that particular facility, but also all PINs statewide. This allows for offenders to be able to process calls even if a network connection is severed to the Huber facility in Jefferson City.

The PCS system will allow all agency personnel with the appropriate assigned security level to access offender PIN information. The Offender Directory report will provide a complete listing of offenders within a given facility or statewide within the specified period of time.

The Inmate Directory Report displays a log of all offenders requested by facility or statewide within a specified time. The Inmate Directory report displays the following information:

- Facility Name

- Facility Code
- ID (offender's ID numbers)
- Offender Name
- Total Offender(s) Number

Run Time: 12:54:31	<u>Inmate Directory</u>	Page: 1 of 1
Report Site: COF Terminal Making Request: AHD000_W501 User ID: testadmin		
Facility Name: DEMO Facility Code: CHA		
ID	Inmate Name	
00000001	ONE,NO PER LINE	
00000002	TWO,NO PER LINE	
00000003	THREE,NO PER LINE	
00000004	FOUR,NO PER LINE	
00000009	JOHNSON,JOHN RAY	
00000024	TWENTY FOUR,COLLECT LINE	
00000030	ONEHUNDRED THIRTY,NO PER LINE	
01245678	GUY,NEW TEST	
T0000000	GUY,ONE TEST	
T0000002	GUY,TEST	
Total Inmate(s) Number : 10		

Figure 3-8 Inmate Directory Report

3.3.2.e. Capability of providing automated allow lists associated with each PIN. The allow lists should store a set quantity of allowed telephone numbers for each offender. The registration process for allow lists should use an automated operator that permits offenders to submit requests for telephone numbers to be added or to be removed from his/her allow list after approval by the agency. The agency's staff will approve the requests based on parameters set by the institution and department. Registration and maintenance of this automated allow list should not require further administration by the agency's staff.

- Read and agreed. As required, the PCS system will utilize a PIN authorization code to identify each offender utilizing the offender telephones and each offender account will have a defined list of allowed numbers ("calling list"), which they are permitted to call. The size of this list is defined by the state and may be as large as 30 numbers per offender. In addition, the state may specify a "global" list of allowed numbers, which are accessible by all offenders. These numbers would not impact the offender-specific calling list. Offenders would be strictly prohibited from calling any number that is not either a) present on their personal allowed calling list or b) present on the globally allowed calling list.

As the screen below demonstrates, each number listed on the offender's calling list can have a variety of unique parameters. Each entry can have a description of the number, the preferred language of the called party, a Record/Do Not Record indicator, a restriction to allow Debit and/or Collect calls and the ability to Alert investigators of certain calls placed by that offender to a specific called number.

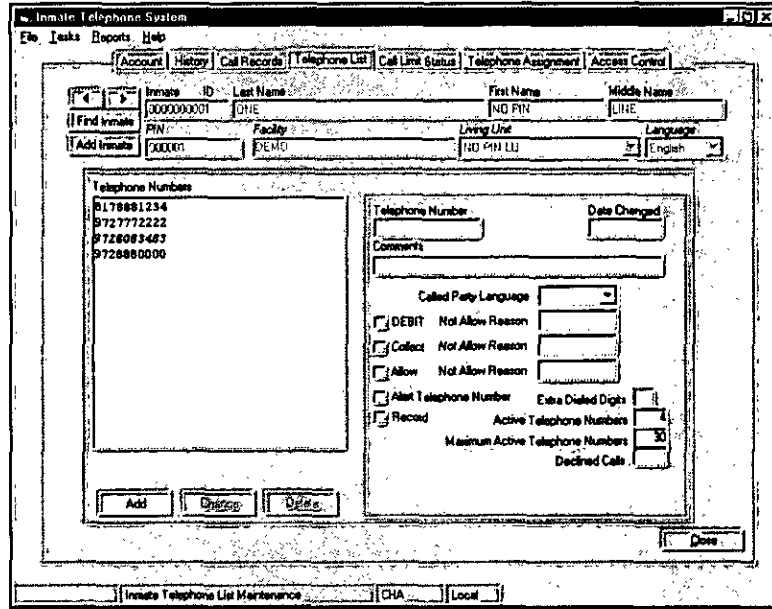


Figure 3-9 Offender's Calling List.

The numbers on an offender's Calling List can be submitted to the agency for approval before being programmed into the system by the PIN Administrator. The system also has a *self-learn* feature that allows the offender to place calls until his phone list contains the maximum allowed telephone numbers (see sample screen below). This feature reduces the amount of time it takes before a number becomes active on the offender's calling. Telephone numbers that are not routed, such as blocked or misdialed numbers, will not be added to the offender's list. When the offender phone list reaches the maximum allowed telephone numbers, then the offender will only be able to call the numbers on his list. For a new number to be added, one of the existing numbers will have to be deleted.

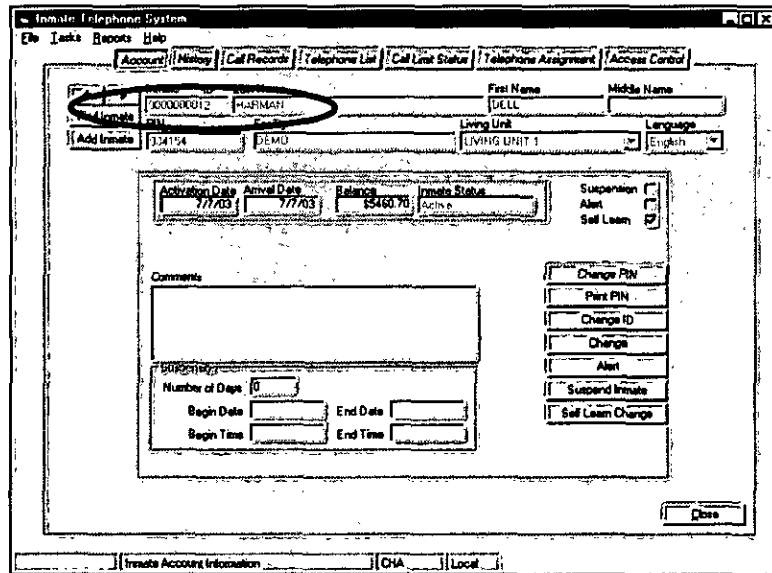


Figure 3-10 Self-learn Option Selected.

PCS will allow offenders to access a call-allowed list once a month on predetermined dates based on facility. During these predetermined dates, offenders will be allowed to add up to three new PAN numbers to their list as a request. Upon agency staff approval, these numbers will be accepted or rejected into their PAN list. No further registration or maintenance of this list will be required by the agency.

3.3.2.f. As a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.

- Read and agreed. Authorized users of different access levels may establish alert call settings based on an offender's PIN, an offender phone, or the called number, any of which can be designated as restricted. When a call matches the alert setting, active users belonging to the appropriate security access level are visually notified. Please refer to Attachment O for an excerpt from a newscast reporting on how successful this alert feature has been in uncovering criminal activity in the State of Vermont.

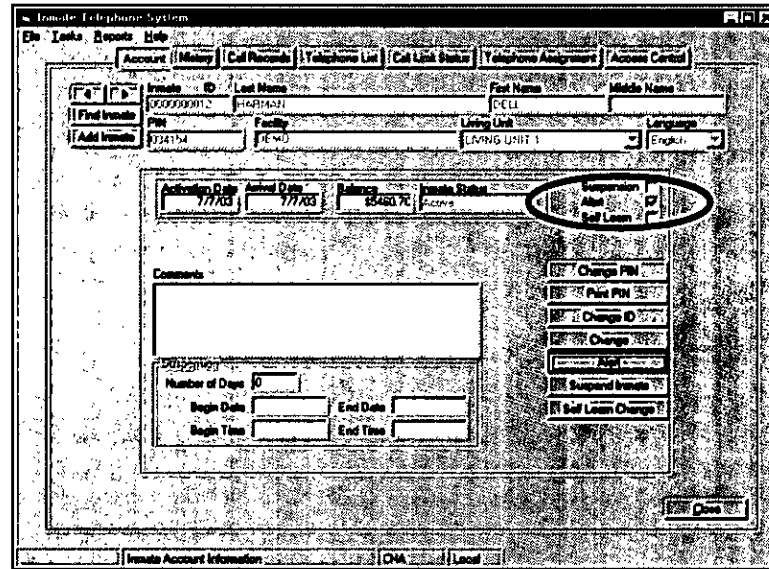


Figure 3-11 Setting Alerts

3.3.2.g. Capability to use portable PINs. Example: The offender may be moved from institution to institution. The offender's information should automatically follow. This information should include all lists and previous calling activity. No administration by the agency's staff should be necessary.

- Read and agreed. The system can be configured to allow the offender to use the same PIN when transferred to a new facility within the system. This process is currently deployed throughout the Federal Bureau of Prisons, the State of Oregon, the State of Colorado, and the State of Delaware Department of Corrections facilities. Offender movement is tracked through scheduled file transfers of data. All of an offender's related information moves with the offender, if and when they are

transferred to another facility within the correctional system. No additional administration is required on the part agency staff.

This process is used throughout the State of Vermont, New Hampshire, New Mexico, and Iowa. Along with facilities deployed by VAC such as; the Federal Bureau of Prisons, State of Oregon, etc.

3.3.2.h. “This call may be recorded”, included in the pre-recorded announcement.

- Read and agreed. When the called party answers, although the speech path is separated, both the offender and called party will hear an announcement similar to the following and with the precise wording approved by the state:

“This is a PCS Collect Call from (Offender Name) at the (Facility Name). *This call may be monitored and recorded.* The use of 3-way or call waiting will disconnect the call. To hear the cost of this call, dial 8 now. If you wish to block any future collect calls, dial 7-7. To refuse this call, hang up. If you wish to accept and pay for this call, dial 5 now.”

3.3.2.i. Upon request by the agency, provide specific information for tracking offender calling activities and calling patterns by individual telephone numbers, and for billing purposes. The following reports should be available for monitoring and billing purposes:

1) Monitoring reports that can be provided or sorted by any or all of the following criteria:

- Daily Statistical reports;
- Institution name;
- Originating number;
- Terminating number;
- Date of Call;
- Time of day; and
- Length of call.

- Read and agreed. The PCS Call Processing and Reporting System can produce call detail reports including number of completed calls by offender, time call and location over a specific amount of time, in addition, the chronological list of calls report and the offender history report can be used to determine calling patterns and track specific offender call activities. Numerous other reports listed here can be used to track offender calling patterns and match to billing.

The PCS system can provide reports on all of the aforementioned sorting criteria. In addition to a pre-packaged CDR report, a flexible, user friendly CDR Browser ad hoc query feature will be provided. The presentation format can be customized to:

- Display or suppress any stored piece of information about a call record
- Sort ascending or descending on any of the fields selected
- Select for one or more values in each selection field (e.g. multiple originating stations, multiple called numbers)

- Allow wild card search criteria
- Select for a range of dates and times
- Search calls of a specified length
- Search calls of a particular type
- Any call selected can be played by users with appropriate security authority as well as exported to a CD
- Save frequently used ad hoc queries for future use.

The user will enter the GUI interface, select their search criteria for a specified report, click on the preview/print button and view the report results. A screen shot of the system interface GUI depicts how the user is allowed to define the parameters to be applied to produce the customized report:

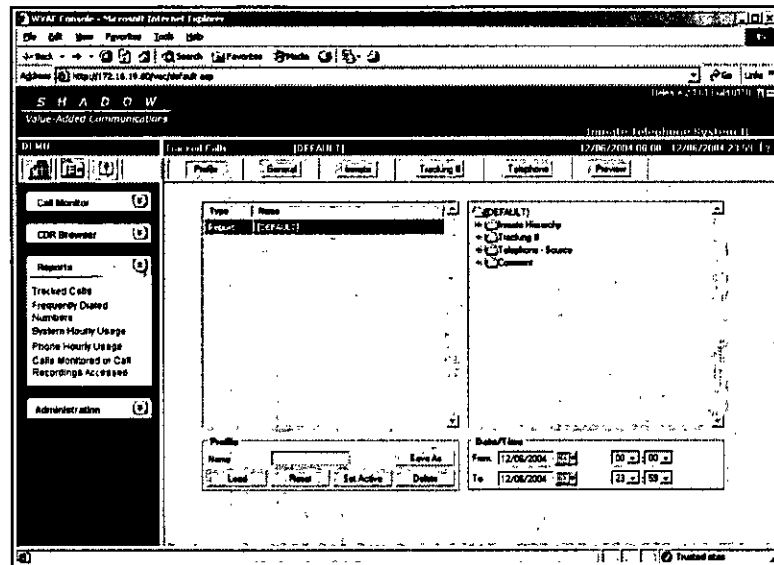


Figure 3-12 Data Screen

Note: The Data screen shown above allows the user to view call records within a facility, select parameters, view call detail records, play recordings, select/hide columns, and sort data etc.

The system also has approximately forty standard reports that are available and are easily accessible using a GUI interface on the system or via the web browser. These reports are indexed and tabbed by the following categories: Financial, Maintenance, and Investigative Reports as follows:

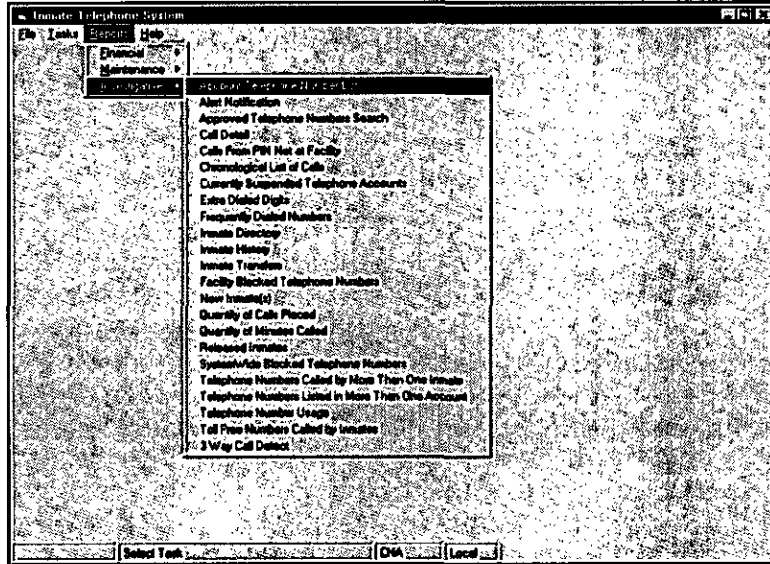


Figure 3-13 Selecting Reports

An overview of each standard report is as follows:

Financial Reports	Description
Call Refund	Generates and prints a summary transaction report when a Call Refund transaction is performed.
Daily Call Charges	Provides a list of collect and debit call activity for a day or date range.
Financial Transactions	Provides a record of the total number of financial transactions for an individual offender.
Offender Deposit	Provides a record of individual offender deposits.
Offender Reconciliation	Offers a detailed reconciliation of an individual offender's debit account.
Maintenance Reports	
City by NPA-NXX Search	Provides the city and state for a particular NPA-NXX
Local Exchanges	Provides area codes and exchanges that are designated for the local calling area.
Non-Area Code/Exchange Attempts	Provides record of call attempts to invalid area codes.
Percentage Grade of Blocking	Provides hourly call traffic information showing the number of calls attempted, the number blocked by traffic, and the percentage blocked. The report can be obtained by entering the desired report period
State By NPA (area code) Search	Provides the state for a particular NPA
Investigative Reports	
Account Telephone Number List	Provides a complete current list of allowed numbers associated with a specified offender account.

Alert Notification	Provides calls made by offenders placed on alert and calls made to telephone numbers that have been placed on alert status during the desired report period. The report can be obtained by entering the desired report period.
Approved Telephone Numbers Search	Provides a list of the offenders that are allowed to call specific telephone numbers. The report can be obtained by entering the telephone numbers and the desired report period.
Call Detail	Provides the completed calls by offender (in the order that they were placed) over a specified time. The report can be obtained by entering the offender and a specified time frame.
Calls From PIN Not at Facility	Provides all offenders' attempts to place calls with invalid PIN numbers. The report can be obtained by entering the desired report period.
Chronological List of Calls	Provides a log of call attempts (successful and unsuccessful) in the order that they were placed. The report can be obtained by entering the type of call (collect, debit, or both) and the desired report period.
Currently Suspended Telephone Account	Provides a list of offender telephone accounts where calling privileges have been suspended during the desired period. The report can be obtained by entering the desired report period.
Extra Dialed Digits	Provides a list of all calls where extra dialed digits were detected during the desired period. The report can be obtained by entering the desired report period.
Frequently Dialed Numbers	Provides a list of the telephone numbers called more than a specified number of times within a specified range of dates. The report can be obtained by entering the minimum number of calls to the telephone number and the desired report period.
Offender Directory	Provides a log of all offenders. The report can be obtained by entering the desired report period.
Offender History	Provides all transactions associated with an offender telephone account over a specified time including canteen account debit calls, collect calls, deposits, refunds, transfers, and/or changes to offender telephone list. The report can be obtained by entering the offender and a specified time frame.
Offender Transfers	Provides a list offender telephone accounts that have been received or transferred during a specified time. The report can be obtained by entering the offender and a specified time frame.
Locally Blocked Telephone Numbers	Provides a list of all phone numbers blocked by the local facility.

New Offender(s)	Provides all offender telephone accounts added during the specified time period. The report can be obtained by entering the desired report period.
Quantity of Calls Placed	Provides a list of all offenders that have placed calls in excess of the user-defined number of calls in a specific time period. The report can be obtained by entering the minimum calls threshold, type of call (collect, debit, or both), and desired report period.
Quantity of Minutes Called	This report provides a list of all offenders that have placed calls in excess of a user defined total amount of minutes in a specific time period. The report can be obtained by entering the minimum amount of minutes threshold, type of call (collect, debit, or both), and desired report period.
Released Offenders	Displays offenders released and removed from the offender telephone system. The report can be obtained by entering the desired report period.
Speed Dial Search	Displays offenders who have called the same telephone number during a specified time. The report can be obtained by entering 3-digit speed dial codes.
System-Wide Blocked Telephone Numbers	Provides a list of all phone numbers globally blocked throughout the prison system
Telephone Numbers Called by More than One Offender	Provides a list of telephone numbers that have been called by a user defined number of offenders within a specific time period. The report can be obtained by entering the minimum number of offenders calling and the desired report period.
Telephone Numbers Listed in More than One Account	Provides the telephone numbers that are on more than one offender's list of numbers allowed to be dialed. The report can be obtained by entering the minimum number of offenders calling and the desired report period.
Telephone Number Usage	Provides a list of all calls made to a user specified telephone number(s). The report can be obtained by entering the telephone number, type of call (collect, debit, or both), completed, uncompleted, or both calls, minimum call duration, and a specific time period.
Toll Free Numbers Called by Offenders	Provides a list of toll free numbers (800, 866, 877, 888 etc.) called by offenders. The report can be obtained by entering the desired report period.
Three Way Call Detect	Provides a list of how many 3 Way Call attempts were detected. The report can be obtained by entering the desired report period.

2) Billing reports that can be provided or sorted by any or all of the following criteria:

- Call Detail report;
- Amount charged per call;
- Gross revenue;
- Daily Statistics;
- Monthly Statistics;
- Called party/number accepting report;
- Fraud/velocity report;
- Separate Institution Totals and Statistics;
- All Institutions Total and Statistics;
- Total Calls;
- Calls by Date;
- Time of Day, and
- Length of a Call.

- Read and Agreed. The above billing reports can be provided and sorted by any of the criteria mentioned. These reports can be created on all facilities or individual facilities. Additionally these same reports can be created based on individual offenders on any given time frame for each and every facility.

3.3.2.j. Customized reports.

- Read and agreed. Customized reports can be created within 48 hours at no cost. In addition authorized users can employ the ad hoc query feature for a fast, simple way to access data. Queries can be saved for future use. The PIN Administrator will coordinate all report requests, and will assist agency personnel in creating ad hoc queries.

3.3.2.k. E-mail capability.

- Read and agreed. The PCS OTS Calling Solution includes an integrated nationally based email WAN that allows all system personnel to interact. This capability includes but it's not limited to:
1. Sending trouble ticket reports, which automatically get updated in PCS trouble ticket system.
 2. Regularly scheduled report delivery based on criteria is established by MODOC personnel. Alerts and warnings for security violations based on offender calling. Updates on capacity issues and diagnostic concerns from the OTS.

These services will be delivered to those identified by PCS to the MODOC.

3.3.2.l. Accessible from TCP/IP connections by multiple operators, simultaneously through a private network for a specified number of users. This should include laptop users.

- Read and agreed. The PCS system can be made accessible through a secured firewall from TCP/IP connections, such as the Missouri Department of Corrections LAN/WAN for a specified number of users, including users of laptops.

3.3.3 The contractor should provide all software for any Windows sound capable personal computer or laptop.

- Read and agreed. As required by the State and directly associated with the offender call processing system.

3.3.4 The contractor should be able to keep the agency up to date on customer and technical support issues through email notification.

- Read and agreed. PCS will keep the agency up to date on customer and technical support issues through email notification in whatever manner or frequency as may be requested.

PCS also provides an on-line web-based customer support and information system on its' proprietary SOPHIA (System Operations and Proprietary Handling of Information and Accountability) system. Information is input to SOPHIA via PCS' Keystone trouble slip tracking system.

Whenever outages or equipment problems occur, the PIN Administrator will enter a trouble slip into Keystone trouble slip tracking software. The system is used to constantly monitor issues and tasks, record data, and produce reports. Keystone allows all Inmate Customer Service employees to check the status of any problem at any time. PCS customers can access Keystone through SOPHIA to see a history of trouble slips and follow up on the status of a trouble ticket. Please note the following sample screen:

Customer Slip Summary

From Date: 11/01/2001 To Date: 11/7/2001 Slip Level: All Status: All Patch

Seaway Inc
Account: Seattle Division

Account Slips

Slip No.	Problem Type	Account	Reference	Status	Open Date	Open Tech.	Close Date	Close Tech.
40	PHON-RPHN	Seattle Division	Seattle Division - ACC00002618380	Closed	03/23/2001 04:19 PM	ern walker	04/09/2001 11:14 AM	ern walker
41	PHON-RPHN	Seattle Division	Seattle Division - ACC00002618380	Closed	03/27/2001 04:42 PM	ern walker	04/11/2001 08:53 AM	only hours
46	PHON-RPHN	Seattle Division	Seattle Division - ACC00002618380	Closed	03/27/2001 11:55 AM	ern walker	04/09/2001 09:47 AM	ern walker
52	PHON-APHN	Seattle Division	Seattle Division - ACC00002618380	Closed	03/30/2001 08:45 AM	ern walker	06/21/2001 11:11 AM	ern walker
54	PHON-APHN	Seattle Division	Seattle Division - ACC00002618380	Closed	03/30/2001 08:51 AM	ern walker	06/22/2001 03:08 PM	marc gray
55	PHON-APHN	Seattle Division	Seattle Division - ACC00002618380	Closed	03/30/2001 08:55 AM	ern walker	06/15/2001 10:58 AM	ern walker
57	PHON-APHN	Seattle Division	Seattle Division - ACC00002618380	Closed	03/30/2001 08:18 AM	ern walker	06/03/2001 09:26 AM	ern walker
68	PHON-APHN	Seattle Division	Seattle Division - ACC00002618380	Closed	04/10/2001 08:05 AM	ern walker	05/14/2001 05:07 PM	ern walker

Location Slips

Slip No.	Problem Type	Location	Reference	Status	Open Date	Open Tech.	Close Date	Close Tech.
180	PHON-RPHN	Seattle Division	Seattle Division - ACC00002618380	Closed	05/04/2001 09:34 AM	ern walker	05/14/2001 05:00 PM	ern walker
181	PHON-RPHN	Seattle Division	Seattle Division - ACC00002618380	Closed	05/09/2001 09:33 AM	ern walker	05/21/2001 11:10 AM	ern walker

Phone Slips

Slip No.	Problem Type	Phone No.	Reference	Status	Open Date	Open Tech.	Close Date	Close Tech.
181	PHON-APHN	Seattle Division	Seattle Division - ACC00002618380	Closed	05/02/2001 01:12 PM	ern walker	05/17/2001 02:51 PM	ern walker
182	PHON-RPHN	Seattle Division	Seattle Division - ACC00002618380	Closed	05/04/2001 09:30 AM	ern walker	05/14/2001 05:02 PM	ern walker

Figure 3-14 Customer Slip Summary Screen

If the user clicks on a specific Slip Number, the following Keystone Ticket appears:

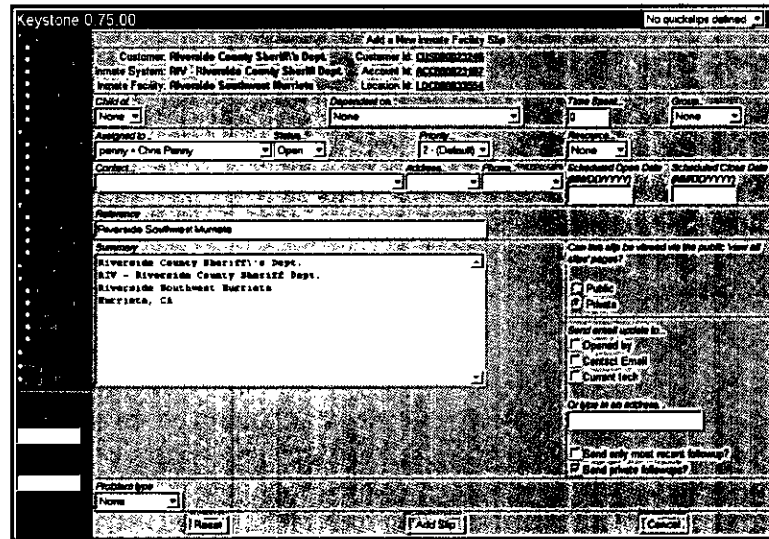


Figure 3-15 Keystone Screen

The ticket shows the location, nature of the problem, time of outage, response time, priority, status, and any notes. PCS will maintain sufficient spare parts to facilitate speedy repairs.

3.3.5 The contractor must subscribe to the Local Exchange Carrier Line Information Data Base screening database. The contractor must query this database for each offender call and process only those calls which do not have Billed Number Screening (BNS).

- Read and agreed. PCS subscribes to the Local Exchange Carrier Line Information Data Base screening database. This database will be queried for each offender call. We will process only those calls which do not have Billed Number Screening (BNS).

Reports can be generated on any call that is restricted due to LIDB screening. If a number is blocked for LIDB screening, offenders will receive an announcement explaining why the call was not completed. As explained in the following section, offenders will be able to make debit and prepaid calls to numbers that have LIBD screening. Also, the agency has the option to allow PCS to inform the called to party that a call from a correctional facility was restricted to their number and they have the option to create a prepaid account. This program is called INTELLITalk and is described Paragraph 3.4.3.a.

Local Exchange Carrier Line Information Data Base, also known as LIDB, is one of the tools used to limit fraud and maximize call authenticity for billing. PCS uses LIDB as one of these tools, yet we don't only rely on this database. Due to number portability and CLEC's that do not allow collect call billing to their customers, it is important to have redundant and overlaying data sources to ensure that the proper validation processes are in place. PCS relies on both internal and external databases along with LIDB to accomplish this goal.

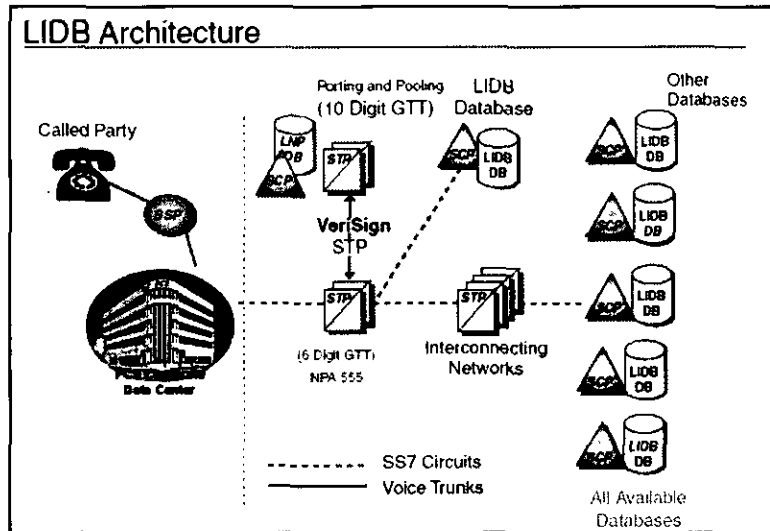


Figure 3-16 LIDB Architecture

3.4 Option 1 OTS Requirements:

3.4.1 The contractor shall provide an Option 1 OTS that includes all features and functions required and included in Basic OTS requirements.

Read and agreed. PCS shall provide an Option 1 OTS that includes all of the features and functions required for the Basic OTS and more. As specialists in systems integration, PCS works with a series of advanced technologies that link multiple databases for banking, human resources, end-user debit, prepaid collect accounts, medical records and appointments, court dates, educational services, counseling services and a whole host of intra-institutional services that otherwise consume valuable facility staff time, labor and energies.

3.4.2 The contractor shall provide a debit system in Option 1 OTS for use by the offender. The debit system shall include the following features and functionalities:

3.4.2.a. An integrated offender debit calling application and platform.

Read and agreed. PCS is aware that the agency has long wanted to add debit as a calling option for offenders.

PCS and Huber & Associates are committed to providing the MODOC with debit calling using the existing Huber functionality at system cutover. PCS and Huber will *enhance the existing offender canteen processes to fully integrate debit calling* upon the approval of the MODOC. PCS and Huber have carefully analyzed the existing Huber offender banking and canteen processes and have designed complementary and enhanced processes to accommodate debit calling. An illustration of the enhanced system is as follows.

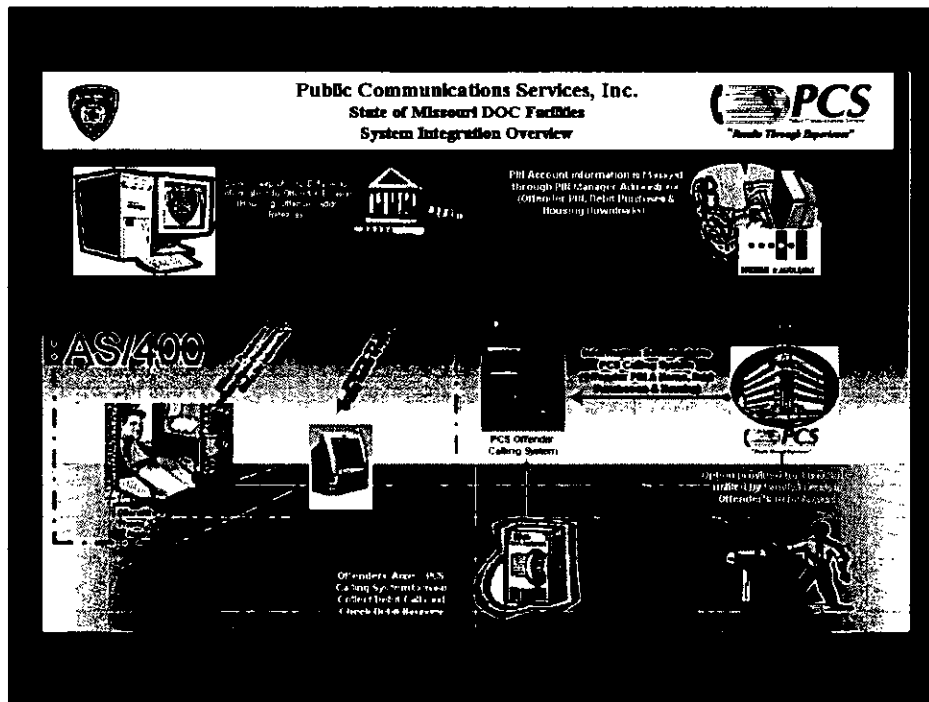


Figure 3-17 System Integration Overview
(See Attachment I for full-sized diagram)

Debit calling allows offenders to call phone numbers that cannot receive traditional collect calls. These are numbers such as cell phones, certain businesses, and friends and family members who happen to have a telephone company that is unable to bill them for such calls. Implementing debit calling improves the ability of offenders to stay connected to friends and family and decreases their frustration.

PCS has partnered with Huber and Associates, the current canteen software developer for the State of Missouri Department of Corrections. Our objective is to create a seamless interface between the Offender Telephone System we propose to implement and your existing canteen software. This seamless integrated approach will be made possible through the collaborative expertise of PCS and Huber & Associates and can be accomplished without any additional time or effort on the part of agency personnel.

PCS provides offender telephone services to over 126 correctional facility clients nationwide. At the request of the majority of our clients, we have successfully implemented debit calling services at their facilities. The cost savings and increased revenues realized by implementing debit services at these facilities has proved beneficial to our customers. PCS is currently promoting the benefits of debit calling services to the remainder of our clients. Once Debit is installed at a facility, the offenders and their families can pay for calls by using Debit, Collect or Prepaid Collect.

Automated Debit through Canteen Integration allows offenders to make calls and charge these calls directly to their canteen account. The offender's account is

checked for funds prior to a call being connected and the charges are debited from the account after the call is terminated.

PCS has had many successful experiences interfacing our debit system with a variety of in-house Canteen and Jail Management Systems (JMS). During an offender's intake, correctional facilities typically use Jail Management Software that automatically creates a booking number for each offender. By integrating the offender telephone system with any of these software packages, the offender has an active phone account upon booking.

The advantages of this method include:

1. Higher system accuracy and less data entry errors.
2. Integration into the canteen for debit phone sales.
3. Inactivation of account upon offender's release.
4. Inactivation of offender's phone account from a given facility once they are moved to another facility.

Once PCS interfaces the purchases of offender debit calling through the facility's JMS and canteen software, offenders can simply purchase debit phone-time with an order form. The amount purchased will automatically be downloaded into PCS' calling platform and calls will be deducted from this amount. There is no requirement for human intervention. Automated debit DOES NOT require the purchase of physical debit cards.

PCS' debit services are programmed into the offender call processor. The call processor also includes the accounting software that allows offender balances to be easily accessed. Each call is itemized and reports can be generated to share with offenders to keep them current on all account balances. In facilities where PIN-based debit services are implemented, offenders can monitor their account balances simply by entering their PIN number into an offender telephone and a voice prompt will tell them their current balance. Within the PCS system, an offender can also transfer balances and get refunds after release from the facility.

The PCS call processor includes the debit calling option within its software. This allows for the same security systems to be consistent with all the issues being addressed in a collect-only environment. For a diagram showing how PCS can integrate debit services for the State of Missouri DOC facilities, see the "System Integration Overview" diagram in Attachment I.

3.4.2.b Capability to allow for each offender to be able to establish an account to which they can deposit/purchase funds to place offender pre-paid calls.

- Read and agreed. The PCS system allows offenders to establish accounts through an integrated debit application. Each offender will be able to use their current offender canteen account to purchase offender pre-paid calling time. Huber &

Associates create a UPC code and submit it to the agency for approval. Offenders will be able to pay for telephone time within predetermined increments. For example, an offender will be able to purchase \$20.00 in prepaid time by purchasing 20 units of an offender calling UPC code of \$1.00 each. These funds will be transmitted electronically to Huber & Associates, which will then transfer them to PCS for placement in the offender's individual account. These transactions will be available to offenders from Huber's Kiosk System.

PCS is confident of our ability to deliver a debit calling solution to the agency at the time of cutover. It should be noted that PCS is the only provider of offender telephone systems who has never failed to deliver on a promise to provide a debit calling solution.

3.4.2.c. Capability to allow for the daily upload of offender debit purchases made through the agency's canteen system via a data file that is processed on a daily basis and the appropriate funds immediately deposited on to the individual offender's account and immediately available for calling use.

Read and agreed. The system will have the capability to upload a daily file of offender deposits to their debit accounts for immediate calling use. These deposits will be added to any current balance that the offenders have on their debit account.

3.4.2.d. Capability to allow for the manual input of funds from the OTS workstation at the facility to a offender's account in the event that a refund or other credit adjustment is necessary and warranted.

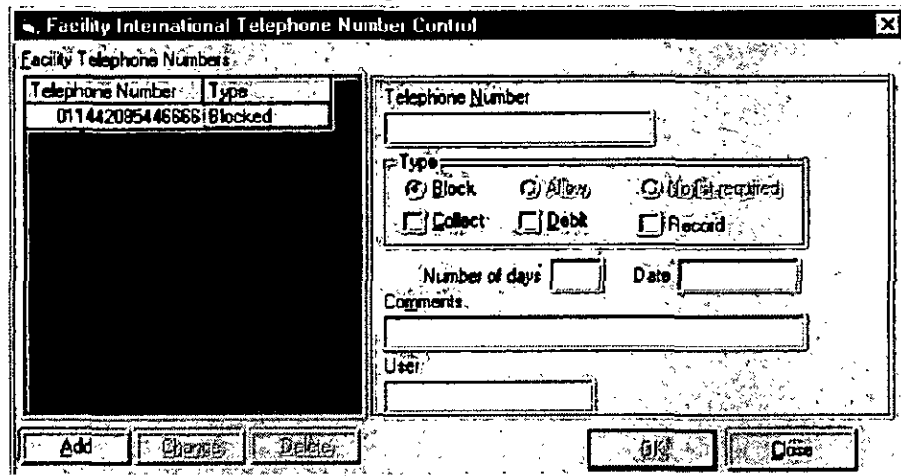
Read and agreed. The PCS system will allow for manual transactions either into or out of the offenders' account. The Financial Transactions Report provides a detailed record of all deposits, withdrawals, and refunds for all offenders at a single facility or system-wide for a specified period of time. Additionally, the Call Refund Report can be run for a specified period of time for a single facility or system-wide and provides details of all Debit Account transactions related *solely* to offender refunds or other credit adjustments.

3.4.2.e. Capability to allow for international pre-paid calls. The agency will determine whether or not international calling will be allowed.

Read and agreed. PCS provides more methods by which to allow offenders to make international calls than any other provider in the corrections industry. There are several methods by which offenders can place international calls, Debit, Prepaid Collect (INTELLITalk), and Collect. PCS is currently the exclusive provider of calling for all Federal ICE (Immigration and Customs Enforcement) facilities and thus has over 10 years of experience in providing high volume access for offenders internationally.

The same call control features such as time limits, mandatory PIN, option for positive acceptance, recording/monitoring, number block etc, will be in place. The same call control features, which include allowing Debit, Collect and or recording

the number can be established on a facility or statewide basis. When the international number is entered into the offender's allowed list, the payment type can be set. Please note the following sample screen:



Telephone Number	Type
0114420954468681	Blocked

Telephone Number: _____

Type:

Block Allow No Answer

Collect Debt Record

Number of days: _____ Date: _____

Comments: _____

User: _____

Buttons: Add, Change, Delete, OK, Close

Figure 3-18 Call Payment Type Setup

Debit Calling:

With PCS's guarantee to have debit calling available to offenders upon system turn up, offenders will have the ability to call anywhere in the world by transferring funds to their OTS account. The offender will simply use the same dialing sequence that they are currently using.

Once prompted to dial a number they will dial 011+ Country Code+ City Code + Number and the international number will be dialed. The MODOC will instruct PCS to either allow the number to be connected upon answering of the phone on the called to party's side or positive acceptance will be required. Due to the multiple languages available with the called to party, it is recommended that the positive accept feature be turned off. Calls to Canada, England, Australia, the Bahamas and other English speaking countries can continue to have it activated.

As noted in Exhibit A, the rate to any international country will be based on a flat rate, thus easy for everyone to understand.

Prepaid Calling:

INTELLITalk accounts can also be created for international families and friends. These accounts can be created on-line or by contacting the PCS billing department.

The instructions are both in English and Spanish. Family and friends can provide funds to their INTELLITalk account 24 hours a day, no matter in which country they reside. Credit cards are accepted, thus facilitating any transactions.



Figure 3-19 INTELLITalk Brochure

Collect Calling:

International Collect calls, with an exception to Canada, must at this point be placed through a live operator. PCS's international operator service is designed to only allow international calls. For example, when an offender dials an international collect number and reaches an operator, the operator will know the number dialed and will only connect to that number. The operator screening will not allow any call to be terminated to a number within the United States. The restriction of using a live operator is exclusive due to the variations in called to languages. The operator will inform the called to party that the person is calling from a correctional facility and that all calls may be recorded and monitored. Only upon acceptance of the collect call charges will the offender be connected to the called to party.

3.4.2.f. Capability of providing the offender their current account balance via any offender telephone within the facility to which they are currently assigned and located.

- Read and agreed. Within restrictions set by the facility, an offender can use the phone system to perform an inquiry of their debit account balance. The State can impose a limit on the number of inquiries allowed by an offender within a specified period of time.

When offenders enter their PIN, they will be automatically updated on any current offender prepaid account balance. After a prepaid telephone call is completed, this amount will be automatically updated.

In the spirit of the current advancements made by the State of Missouri DOC, PCS is in discussions with Huber & Associates to make an offender's calling balance and costs associated with their costs available within the Info Mate Kiosk system currently used at each facility.

3.4.2.g. Capability to allow for current account reconciliation report being generated and printed on demand for each offender from any OTS workstation.

- Read and agreed. The offender Reconciliation Report can be printed on demand for each offender from any OTS workstation. Please note the sample report below; (insert report). The PCS system includes specialized accounting functions designed to track all debit account activity. Aside from the Reconciliation Report, users can print debit account detail either by offender, daily call charges for debit activity of all offenders for a specified date range, Inmate Reconciliation Reports, and Inmate Deposit Reports.

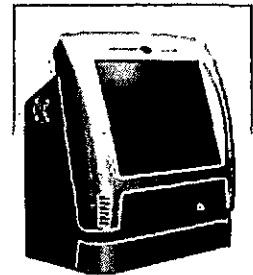


Figure 3-20 Huber's Info Kiosk

In the spirit of the current advancements made by the State of Missouri DOC, PCS is also in discussions with Huber & Associates to make an offender's calling balance and costs associated with their calls available from the Info Mate Kiosk system currently used at each facility.

Run Date : 11/21/2001	Inmate Reconciliation For 3188	Page 1 of 1
Run Time : 10:24:01	For Inmate DOC: 977777	

Report Site : COP	From : 10/24/2001 00:00:00	
Terminal Making Request : COTB2_W522	To : 11/21/2001 23:59:59	
User ID : TESTADMIN		

Facility Name: TESTBED 2	Facility Code: COTB2	
DOC: 00299-999	Inmate Name : L.O., CO.	
	Inmate Debit Calls	
	Called Site	Date/Time
	977418334	11/21/01 11:31:10
	Duration	Cost
	17	1.00
	Inmate Deposits	
	Date/Time	Cost
	11/21/01 11:31:10	1.00
PREVIOUS BALANCE :	00.00	
TOTAL DEPOSIT :	30.00	
TOTAL WITHDRAWAL :	00.00	
PREV BALANCE + DEPOSIT :	30.00	
TOTAL CALL CHARGES :	31.00	
ENDING BALANCE :	00.00	

Figure 3-21 Inmate Reconciliation Report

3.4.2.h. Capability of automatically transferring an offender's debit account and associated available funds, when the offender is transferred from one facility to another.

- Read and agreed. An automated process can be established, as is used by many other State DOCs, whereby an offender file containing all offender movement, including releases, is provided by the state on a daily basis. This data can be uploaded into the PCS system, which will then maintain accurate offender populations at each facility including the transferring and tracking of debit account balances as well as all associated Call Detail Records.

In effect, all balances will reside both in a central database as well as locally. On all facility databases, however, offenders will only be able to access their accounts from the facilities in which they are housed. This will reduce the ability of other offenders to access their account. Reports on all debit calling will be available from all administrative workstations.

3.4.2.i. Capability of providing an email confirmation to a designated agency contact when the daily offender debit canteen purchase/deposits file has been processed and the appropriate funds have successfully been applied to the offender's accounts

Read and agreed. PCS can send an email confirmation to a designated agency contact when the daily offender debit canteen purchase/deposits have been processed and applied. The email will include an attached file confirming their purchases and their postings.

3.4.3 The contractor shall provide a subscribed prepay system in Option 1 OTS for use by the offender. The subscribed prepay system shall include the following features and functionalities:

3.4.3.a. An integrated telephone service subscriber pre-pay application and platform.

Read and agreed. As a leader and innovator in the field of Offender Telephone Services, PCS' has developed INTELLITalk™, a prepaid collect program that allows offenders to place calls to phone numbers that would otherwise be blocked as "non-billable" for traditional collect calls. These are telephone numbers of cell phones or customers of certain CLEC phone companies that do not process such calls. This feature will not, however, permit calls to numbers blocked in the system by facility personnel.

INTELLITalk™ offers several advantages to correctional facilities, as well as offender families and friends.

Advantages for Correctional Facilities:

- Reduces fraud
- Call Detail Records (CDRs) available upon request
- Requires Positive Call Acceptance by the called party
- PIN Number security for enhanced call tracking
- Increased offender accountability
- Proactive Interactive Voice Response (IVR) system for automated call handling and management

Advantages for Offender Families/Friends:

- Allows call that would otherwise be blocked as "non-billable"
- Easy enrollment and information available through website, toll-free phone number, or at the facility through a brochure
- Ability to create monthly calling limits
- Unlimited deposits
- Deposit options for funding accounts

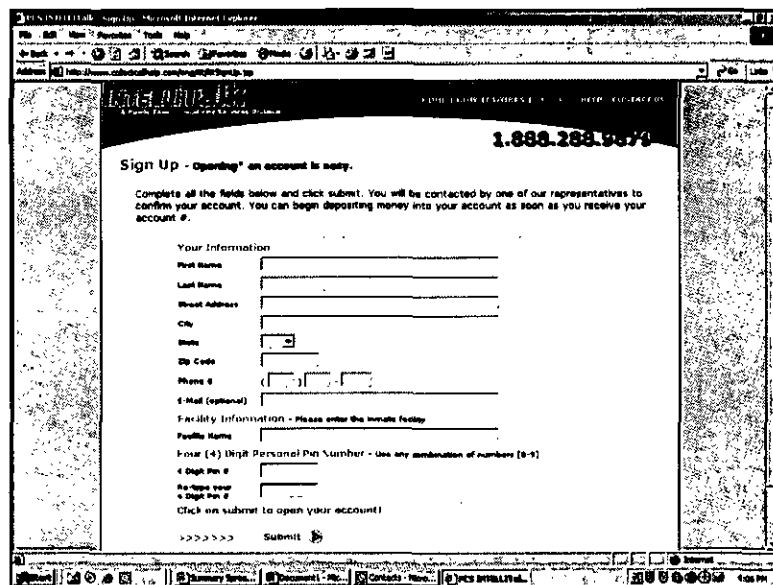
- Control over calls received from offenders
- Private four (4) digit pin number
- Automated account balance inquiry
- Toll-Free number for service and support

There are no charges related to setting up or maintaining an INTELLITalkSM account. Enrollment can be completed quickly and easily by either calling the toll-free PCS telephone number, mailing in a registration form available at the correctional facility, or at our website www.collectcallhelp.com.

Please refer to Attachment P for more information on the INTELLITalkSM program.

3.4.3.b. Capability for live operator and customer service representatives that can be contacted by the offenders family/friends via a toll free number to assist them in establishing or maintaining their pre-pay accounts.

- Read and agreed. PCS provides an 800 number that offender families and friends can call to reach a live operator who will assist them in establishing a prepaid collect account using the PCS INTELLITalk program. The PCS system is so user friendly, it can even be configured so that when an offender places a call to a number that cannot be billed, the called party is offered the option of connecting to a live customer service representative who will take all the necessary information to establish a prepaid account. The called party is also given the 800 number in case they prefer to call back at a later time to set up an account, to add additional funds to an existing account, or to ask any questions about the service they may have. PCS provides brochures that explain the program. These brochures can be placed in visitation areas or mailed upon request. For more information about PCS' prepaid collect INTELLITalk, please see Attachment P.



INTELLITALK Sign Up - Opening an account is easy.

1.888.288.5570

Complete all the fields below and click submit. You will be contacted by one of our representatives to confirm your account. You can begin depositing money into your account as soon as you receive your account #.

Your Information

First Name _____

Last Name _____

Street Address _____

City _____

State _____

Zip Code _____

Phone # _____

E-Mail (optional) _____

Facility Information - Please enter the inmate facility

Facility Name _____

Four (4) Digit Personal Pin Number - Use any combination of numbers (0-9)

4 Digit Pin # _____

8 Digit Pin # _____

8 Digit Pin # _____

Click on submit to open your account!

>>>>> Submit

Figure 3-22 INTELLITalk Sign Up Form

3.4.3.c. Capability of supporting all call types (local, intralata, interlata, interstate and international calling).

- Read and agreed. The PCS system has the capability of supporting local, intralata, interlata, interstate, and international calls.

3.4.3.d. Capable of providing the capability for a subscriber to still receive and accept a collect call from an offender following the normal call validation and screening processes in the event that their pre-pay account has an insufficient balance and or a pre-pay account has not been established.

- Read and agreed. The offender will be able to place a validated collect call regardless of whether the offender has an established debit account or the called party has established a pre-pay account.

PCS would like to advise the MODOC that often family members use pre-paid accounts as a method of controlling and budgeting offender calling. Once a pre-paid account is established and becomes insufficient in funds, the MODOC should consider restricting calls to that number thus assisting the families with budgetary concerns.

3.4.3.e. Capability to allow end users to pay via check, money order, or credit card.

- Read and agreed. Payment on accounts may be made by check, money order, or credit card. End users will be able to send money directly for prepaid accounts by creating an account via www.collectcallhelp.com or with the agency's permission, PCS will create an account with JPAY, which will enable funds to be accepted within 24 hours.

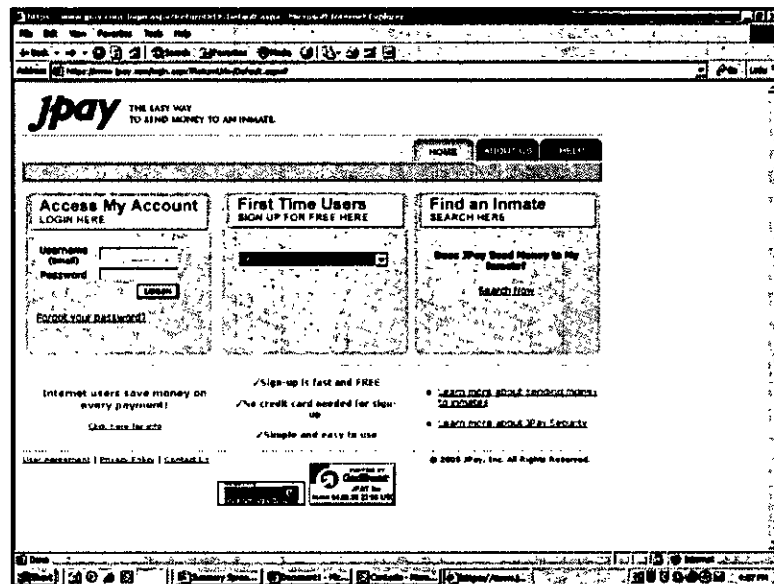


Figure 3-23 JPay Offers Another Option for Payment

3.4.3.f. Capability to allow the customer to add funds to their balance at any time

- Read and agreed. Customers can add funds to their account at any time by calling the 800 number and speaking to a live Customer Service Representative. The PCS system is so user friendly, it can even be configured so that when an offender places a call to a number that cannot be billed, the called party is offered the option of connecting to a live customer service representative who will take all the necessary information to establish a prepaid account. The called party is also given the 800 number in case they prefer to call back at a later time to set up an account, to add additional funds to an existing account, or to ask any questions about the service they may have. PCS provides brochures that explain the program. These brochures can be placed in visitation areas or mailed upon request.

3.4.3.g. Capability of generating and providing a monthly account statement to each customer listing the following information:

- The beginning period's account balance
 - Each accepted call (date, time, duration and its applicable charge).
 - Each purchase and or credit transaction (Date and amount)
 - Applicable local, city, state and federal taxes assessed.
 - Ending account balance
 - Toll-free number to contact the vendor's customer service center with questions or inquiries.
- Read and agreed. PCS has the capability of generating monthly account statements to each customer with the information described. Please note the sample below:

PCS		FOR BILLING INQUIRES DIAL 1-888-288-9879		Data as of: 08/04/2005			
<i>Monthly Account Statement for Called Party Customer</i>							
Smith, John 777 N Wendy Ave Roswell, NM 88201 DAC - Dona Ana County Jail Call Dates: 05/05/2005 - 08/04/2005 (505) 823-902X Completed Calls Duration (min:sec): 401:48 Total Charges: \$108.08 Total Tax: \$18.98 Total USF: \$0.00							
Bill Type	#	Call Date and Time	Rate Period	Duration (min:sec)	Total Charges	Total Tax	Total USF
Prepaid collect call	1	05/05/2005 07:47 PM	Evening	15:00	3.82	0.6481	n/a
	2	05/05/2005 08:04 PM	Evening	14:45	3.82	0.6481	n/a
	3	05/06/2005 08:23 PM	Evening	15:00	3.82	0.6481	n/a
	4	05/18/2005 08:31 PM	Evening	14:19	3.82	0.6481	n/a
	5	05/19/2005 08:23 PM	Evening	14:48	3.82	0.6481	n/a
	6	05/20/2005 05:39 PM	Evening	01:09	2.00	0.3575	n/a
	7	05/25/2005 05:33 PM	Evening	01:43	2.00	0.3575	n/a
	8	05/25/2005 07:35 PM	Evening	14:51	3.82	0.6481	n/a
	9	05/26/2005 11:31 AM	Day	12:35	4.02	0.7187	n/a
	10	05/26/2005 08:58 PM	Evening	01:23	2.00	0.3575	n/a
	11	05/27/2005 08:23 PM	Evening	15:00	3.82	0.6481	n/a
	12	05/28/2005 11:30 AM	Night	13:34	3.50	0.8257	n/a
	13	05/28/2005 08:17 PM	Night	15:00	3.82	0.6481	n/a
	14	05/29/2005 08:21 PM	Evening	15:00	3.82	0.6481	n/a
	15	05/29/2005 08:40 PM	Evening	14:03	3.82	0.6481	n/a
	16	05/30/2005 08:04 PM	Evening	14:41	3.82	0.6481	n/a
	17	05/31/2005 07:19 PM	Evening	14:40	3.82	0.6481	n/a
	18	05/31/2005 07:38 PM	Evening	14:35	3.82	0.6481	n/a
	19	06/01/2005 08:05 PM	Evening	14:42	3.82	0.6481	n/a
	20	06/02/2005 08:04 PM	Evening	15:00	3.82	0.6481	n/a
	21	06/02/2005 08:23 PM	Evening	14:47	3.82	0.6481	n/a
	22	06/03/2005 08:39 PM	Evening	15:00	3.82	0.6481	n/a
	23	06/07/2005 08:23 PM	Evening	15:00	3.82	0.6481	n/a
	24	06/08/2005 07:54 PM	Evening	14:44	3.82	0.6481	n/a
	25	06/09/2005 07:51 PM	Evening	15:00	3.82	0.6481	n/a
	26	06/10/2005 07:50 PM	Evening	15:00	3.82	0.6481	n/a
	27	06/14/2005 08:25 PM	Evening	15:00	3.82	0.6481	n/a
	28	06/15/2005 07:41 PM	Evening	15:00	3.82	0.6481	n/a
	29	06/15/2005 07:59 PM	Evening	15:00	3.82	0.6481	n/a
	30	06/16/2005 07:58 PM	Evening	15:00	3.82	0.6481	n/a
	31	06/21/2005 01:22 PM	Day	00:31	1.92	0.3442	n/a
Total				401:48	108.08	18.98	0.00

Figure 3-24 Billed Party Call Completion Report

3.4.3.h. Capability of informing the called party of their account accumulated 30 day balance prior to acceptance of each call. This balance should be to the next rounded minute.

- Read and agreed. The PCS solution can be configured to allow a called party access to the PCS automated IVR prior to accepting a call to hear the account balance. In addition, the system will be configured to play a message when the account charges reach a preset limit during the thirty (30)-day period on collect accounts of when the balance is below a set threshold on advance pay accounts.

The IVR System is illustrated in the following diagram.

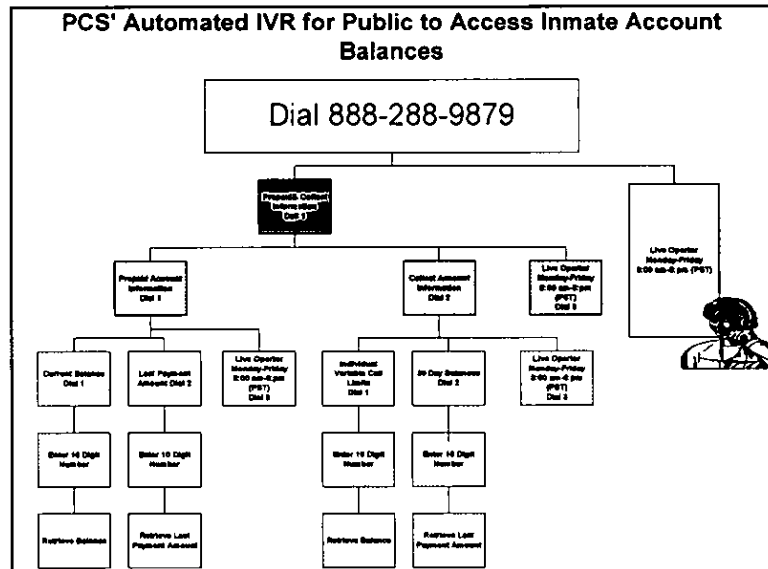


Figure 3-25 Automated IVR for Public Access to Account Balances

3.5 Station Equipment Requirements:

3.5.1 The contractor shall provide telephone station equipment that is be powered by the telephone line and require no additional power source. The agency will provide a power source at the demarcation location.

Read and agreed. PCS will install telephone station equipment that will be powered by the telephone line and require no additional power source.

3.5.2 The contractor shall provide volume control on all offender telephones handsets (i.e. non-TTD and TTD).

Read and agreed. Amplified volume control is a built-in feature of all the proposed offender telephones. All the equipment proposed by PCS is compliant with ADA standards and FCC regulations. Full TDD/TTY access is supported throughout the system. PCS currently uses the Code: ITT-006500-VM2-PAK volume controlled headset.

3.5.3 The contractor shall provide telephone equipment with the following physical and design characteristics:

3.5.3.a. A chrome plated Dual Tone Multi-Frequency (DTMF) dial that is water, flame and shock resistant;

Read and agreed. To meet the State's needs, PCS will supply and install full security OTC-21100V2 offender telephones by OTC Telecom. The proposed state-of-the-art offender telephones are secure, waterproof, tamper proof, user-friendly and resistant to physical abuse.

Standard telephone features are:

- Line powered and compatible with any standard subscriber carrier loop
- Weather and tamperproof metal keypad with sealed magnetic switchhook
- Single-unit solid-state electronics
- Built-in secondary lightning protection
- Scratch-Resistant and suitable for indoor/outdoor installation
- Dimensions: 21.2"H x 7.5"W x 2.5"D (4.5" deep with cradle)
- Chrome-plated DTMF metal dial pad is water, fire, and shock-resistant
- Industry standard design
- Steel armored handset cord
- Heavy-duty handset is hearing aid compatible with anti-static receiver
- Built in volume control button



Figure 3-26 OTC-21100V2 Inmate Phone

The OTC offender telephones are vandal resistant, with metal housing, steel armored handset cord and stainless steel lanyard. The phones are manufactured in 14-gauge stainless steel, thoroughly field-tested against abuse, and are currently used in indoor and outdoor correctional facilities. The offender phones will have no removable parts such as exposed screws, bolts, metal or other hard-substance fasteners or any other material that can be removed from the phone without a special security removal device.

The handset has an 18-inch lanyard, which is made of Lexan molded plastic with NO removable parts. To prevent insertion of sharp objects, the transmitters and receivers are protected by the elements and the design of the handset. The FCC registration number for the proposed offender telephones is US: OTCTE11B2000. The offender telephone handsets are hearing aid compatible and meet E.I.A. Standard RS-504 for compatibility.

The offender telephones proposed by PCS will provide audio quality which meets or exceeds industry standards enacted by standards organizations, such as Bellcore and IEEE, for transmitted and received levels, noise, cross talk and frequency range.

The proposed OTC offender telephones are TDD and hearing aid compatible. The phones are designed to be compliant with ADA standards and FCC regulations. Amplified volume control is a built-in feature of the proposed offender telephones manufactured by OTC Telecom.

The proposed offender telephone standard keypad assembly is fully ADA compliant and has

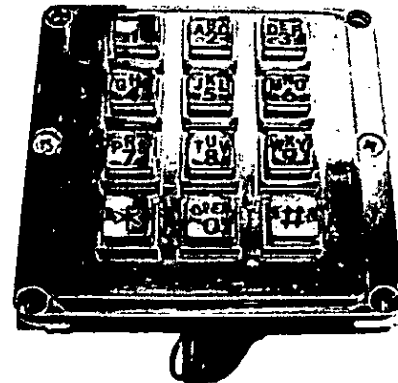


Figure 3-27 Offender Telephone Keypad

a "raised bump" on the number 5 (five) button as required. Physically impaired offenders in correctional facilities nationwide are successfully using these standard keypads. Please refer to Attachment H for more details on the proposed OTC offender telephones.

3.5.3.b. Hearing aid compatible and with volume control.

- Read and agreed. The proposed OTC telephones are TTY and hearing aid compatible. The heavy-duty handset comes with an anti-static receiver. These phones are designed to be compliant with ADA standards and FCC regulations. Amplified volume control is a built-in feature of the proposed offender telephones manufactured by OTC Telecom. PCS currently uses the Code: ITT-006500-VM2-PAK volume controlled headset.

3.5.3.c A steel housing that protects the electronic components of the telephone;

- Read and agreed. PCS will use telephones from OTC Telecom featuring:
- Heavy-duty 14 gauge stainless steel
 - 2 year limited manufacturers warranty
 - Armored modular hook-switch lever
 - Metal keypad assembly is moisture, fire, and shock resistant
 - Works with most call restrictors and auto-dialers
 - Tamper resistant mounting system
 - Built in volume control switch

3.5.3.d. Paint/finish is mar and scratch resistant;

- Read and agreed. OTC-21100V2 offender telephones resist scratches and are suitable for either indoor or outdoor installation.

3.5.3.e. Operating ease with concise instructions on the faceplate;

- Read and agreed. All of the telephones PCS will provide will be easy to use and will come with concise easy-to-follow instructions posted on the faceplate.

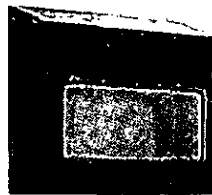


Figure 3-28 Place for Instructions on Faceplate of Telephone

Dialing instructions in English and Spanish will be provided on the upper part of the offender phone.

3.5.3.f. Industry standard design;

- Read and agreed. The OTC-21100V2 telephones are compliant with Part68 of FCC rules and the requirements adopted by the Administrative Council for Terminal Attachments (ACTA). All the telephones have standard Telco mountings. They meet or exceed industry standards enacted by telecommunications standards organizations, such as the Bellcore and IEEE, for transmitted and received levels, noise, cross talk and frequency range. The handsets are hearing aid compatible and meet E.I.A. Standard RS-504 for compatibility.

3.5.3.g. An armored handset cord that is resistant to stretching and breaking. The cord length should be 32 inches;

- Read and agreed. PCS will provide telephones with armored cords 32 inches in length. These armored cords are designed to resist stretching and breaking. They are made to Bell Core specifications and can withstand a minimum 800-pound pulling test.

3.5.3.h. Tamper proof housing;

- Read and agreed. The OTC offender telephones are vandal resistant, with metal housing, steel armored handset cord, armored modular switchhook, and stainless steel lanyard. The phones are manufactured in 14-gauge stainless steel, thoroughly field-tested against abuse, and are currently used in indoor and outdoor correctional facilities. The offender phones will have no parts such as exposed screws, bolts, metal or other hard-substance fasteners or any other material that can be removed from the phone without a special security removal device.

3.5.3.i. Floating case hardened metal plate to prevent side drilling entry;

- Read and agreed. The OTC telephones have double layers of 14 gauge steel on both sides to prevent side drilling entry.

3.5.3.j. Installation reinforced by security studs to prevent easy removal of telephone.

- Read and agreed. The telephones PCS will provide to the state will have no exposed screws, bolts, metal or other hard-substance fasteners or any other material that can be removed from the phone without a special security removal device.

3.6 Calling Protocol Requirements:

The contractor shall provide the following protocols in the OTS:

3.6.1.a. Each call placed shall be identified by the OTS as being a call originating from a correctional institution in 100% of the cases.

- Read and agreed. When the called party answers, although the talk path is separated, both the offender and called party will hear an announcement similar to the following and as defined by the state:

"This is a PCS Collect Call from (Offender Name) at the (Facility Name). This call may be monitored and recorded. The use of 3-way or call waiting will disconnect the call. To hear the cost of this call, dial 8 now. If you wish to block any future collect calls, dial 7-7. To refuse this call, hang up. If you wish to accept and pay for this call, dial 5 now."

- 3.6.1.b. Each call, having been identified as being placed through the OTS, must be delivered to the called party as a collect call, a debit call, or prepay call, depending on the means chosen to make the call.

- Read and agreed. The called party is always informed of the identification of the offender, identification of the correctional institution, and that the call may be monitored and or recorded. The called party is then instructed how to positively accept the call, block this and future calls, or to simply hang up. The caller is also given PCS' toll free Customer Service number 1-888-288-9879 to call for further assistance.

The PCS system will process outgoing calls according to the method selected by the offender using one of the following payment methods:

Collect Call: Charged to the called party's phone bill when the called party positively accepts the charges.

Debit Call: Deducted from the offender's debit account when the called party positively accepts the call.

Prepay Call: Deducted from the called party's prepaid account when the called party positively accepts the charges.

- 3.6.1.c. The offender's call must be muted during the conversation between the service and the party called, or until the collect call has been accepted.

- Read and agreed. Upon successful completion of offender dialing, the system will advise the offender as follows, "Your call is being processed". At this time, the offender is separated from the outgoing call process. Although they can hear the call progress and system announcements, they cannot hear or communicate with the called party until positive acceptance is received. Allowing the offender to hear the call progress enables him/her to hear if the call was not answered, not accepted, answered by an answering machine, etc.

- 3.6.1.d. If a call is not accepted by the party called, or if no one answers the call, the contractor's service must so inform the offender of the situation and not simply disconnect the call.

- Read and agreed. Offenders can hear the progression of the call. If the call is not positively accepted, the offender hears the announcement "Your call was not accepted".

3.6.1.e. In all circumstances, the OTS shall limit the offender to a single call request. The service must always require the offender to disconnect and initiate another call.

- Read and agreed. The system will allow completion of only one dialed number per individual attempt and will block the offender's dialing attempt until the initial call is terminated. To place an additional call, the offender must repeat the entire dialing sequence. If the call is dropped for any reason, the offender will be advised to hang up and dial again.

3.7 Americans With Disabilities Act (ADA) Requirements:

3.7.1. The contractor shall provide accommodations to comply with Americans with Disabilities Act (ADA) requirements. This includes but is not limited to providing telephones that are accessible to persons in wheelchairs and systems that are compatible with Telephone Devices for the Deaf (TDD).

- Read and agreed. All PCS proposed equipment is designed to be compliant with ADA standards and FCC regulations. Full TDD/TTY access is supported throughout the system.



Figure 3-29 Ultratec Supercom 4400 TDD

As required by paragraph 3.1.1, PCS will provide two (2) TDDs at each of the specified locations. PCS proposes the use of the portable Ultratec (Model: Supercom 4400) vandal resistant TDD with the following features:

- 32k memory
- Turbo Code® and Auto ID™
- E-Turbo for simplified relay calling**
- Direct connect (with 2 jacks) to standard telephone lines
- Built-in ring flasher
- Auto-Answer (with programmable message)
- Auto-busy redial, Wait for Response and 3-way calling
- Remote message retrieval
- User-programmable Relay Voice Announcer
- Keyboard dialing, follow-on dialing, tone or pulse dial
- Memory dialing/redial
- Computer-style keyboard
- TTY Announcer™
- GA/SK and arrow keys
- Printer port to connect to external printer
- Baudot code (45.5/50 baud rate)

The PCS' proposed call processor can be configured to allow up to 30 minutes per TDD connection. PCS can also program the system to allow only a certain number of attempts and/or connections per day, week, or month. The system will connect to a circuit that has the capability of accessing a TDD relay center. The system will have a centrally managed database with all relay centers' contact information. These numbers will allow offenders to process messages without voice overlays. This exception table will be kept current. Any number not in this list will have a voice overlay.

PCS will work closely with the agency to ensure that the security features designed into standard calling practices are incorporated into the calls made by offenders through the relay centers. This includes recordings, blocked numbers, PINs and PANs. PCS has extensive experience in working with various relay centers to ensure that disabled offenders have the same calling privileges and security features designed into their calling patterns as all other offenders.

Amplified volume control is a built-in feature of the proposed offender telephones manufactured by OTC Telecom. The proposed offender telephone standard keypad assembly is fully ADA compliant and has a "raised bump" on the number 5 (five) button as required. Physically impaired offenders at correctional institutions nationwide are successfully using these standard keypads.

PCS will install telephones to accommodate wheel chair access as requested by the State. In locations with four or more telephones, it is recommended that one of the telephones be located 36" above ground level. This height is used to meet ADA specifications. Most other phones should be installed at a 48" height.

ADA regulations specify the minimum clear floor or ground space required to accommodate a single, stationary wheelchair and occupant is 30 inches by 48 inches (760 mm by 1220 mm). The minimum clear floor or ground space for wheelchairs may be positioned for forward or parallel approach to an object. Clear floor or ground space for wheelchairs may be part of the knee space required under some objects. For a drawing showing ADA specifications for wheel chair access, see drawing in paragraph 3.3.1.j.

ADA regulations specify the minimum clear floor or ground space required to accommodate a single, stationary wheelchair and occupant is 30 inches by 48 inches (760 mm by 1220 mm). The minimum clear floor or ground space for wheelchairs may be positioned for forward or parallel approach to an object. Clear floor or ground space for wheelchairs may be part of the knee space required under some objects. See drawing below.

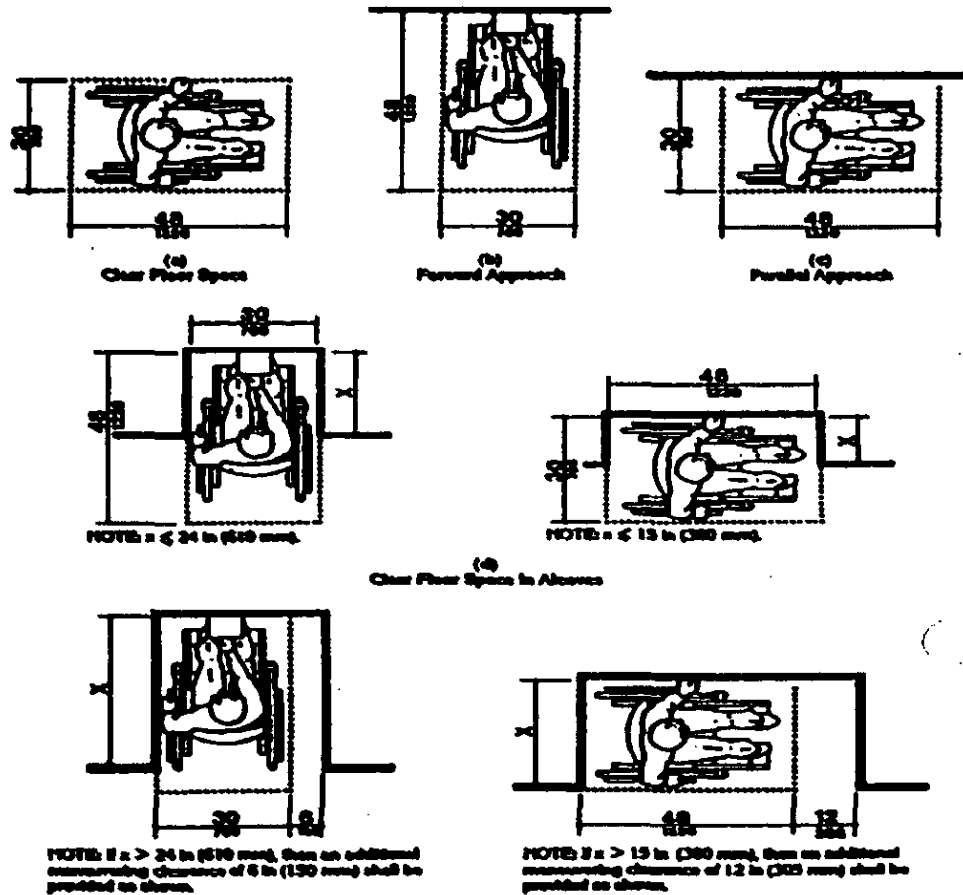


Figure 3-30 Size and Approach for Wheel Chair Access

3.8 Monitoring/Recording Requirements:

3.8.1. The contractor shall provide the following OTS monitoring and recording capabilities:

3.8.1.a. Real time monitoring and recording of all calls from any telephone within the OTS unless there are specific attorney-client restrictions. The OTS must have the ability to exclude those numbers with attorney client privilege.

- Read and understood. Investigators with the appropriate access level may silently monitor calls in progress on the PCS system. Monitoring occurs via the investigative workstation using built-in speakers or an optional headphone set. The investigator can view calls in progress, select the one to monitor and begin listening in a matter of seconds. Monitoring is undetectable by the calling or called parties. If deemed necessary (following discovery of harassment or other threatening conversation) the investigator may disconnect the call in progress. In addition, the investigator may scan all active conversations in a rotating sequence, and may stop and listen further to any call that may require further attention.

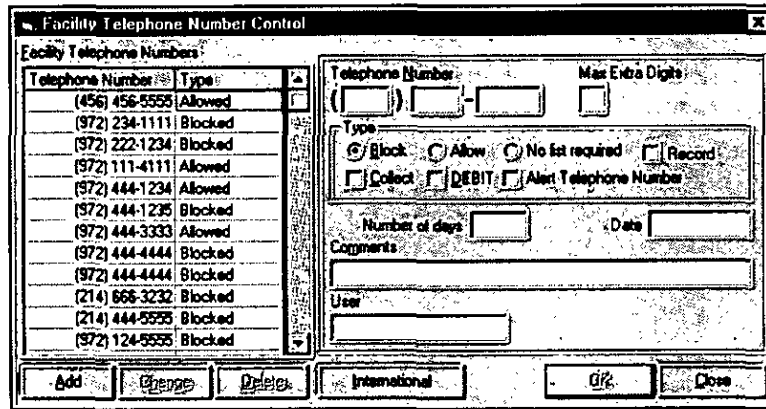


Figure 3-31 Telephone Number Control

The PCS system allows Special Numbers Tables that can be set as Do Not Record (such as attorney-client or physician-patient calls), or in the Public Defender’s case as do not charge.

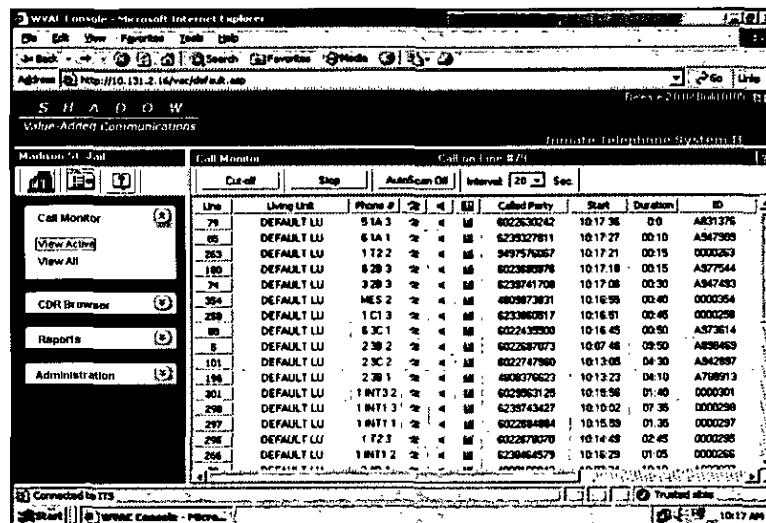


Figure 3-32 Call Monitoring Screen

Except for privileged calls that are flagged as “Do not record”, all calls are available for monitoring and are digitally recorded and archived for subsequent playback on demand. From any system workstation, authorized personnel may search for calls by PIN, called number, and/or date/time and simply click on the desired call to listen to the recorded conversation. The process is quick and simple and the calls are available for playback immediately upon completion. While listening, the investigator may add notes to the call recording file. In addition, the investigator may select a pertinent portion of the recorded conversation, save it as a separate file, add notes related to his/her findings and archive the recorded conversation on a CD. This is accomplished with just a few clicks of a mouse.

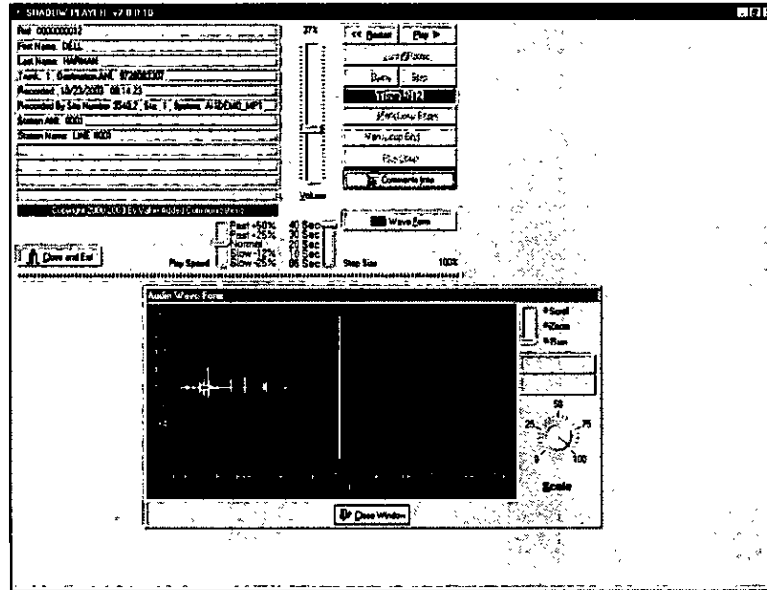


Figure 3-33 Playing back a recorded call

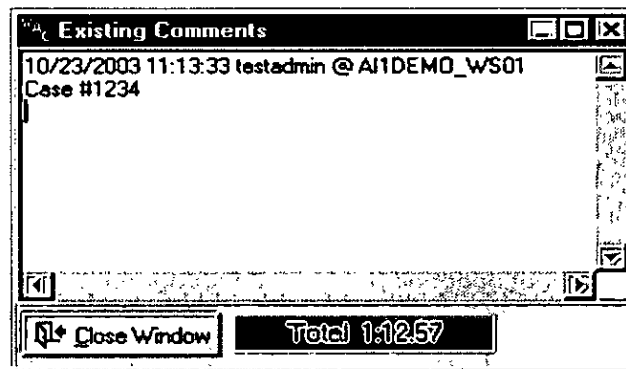


Figure 3-34 Comments Window


As shown in the screen shot above, the PCS system allows investigators to make notes that can be reviewed later.

3.8.1.b. Capability of keeping call recordings permanently.

- Read and agreed. Investigators may “lock” specific call recordings for on-line access indefinitely. All locked recordings will be retained on-line permanently or until they are unlocked. In addition, call recordings may be archived to CDs for permanent retention as well.

3.8.1.c. Capability of storing a minimum six months of call recordings for each facility location.

- Read and agreed. Each facility’s call processing server will be sized to store call recordings for a minimum of six (6) months on-line for immediate access.




3.8.1.d. Capability of providing the agency to archive call recordings.

- Read and agreed. While listening to call recordings, investigators may select a pertinent portion of the recorded conversation, save it as a separate file, add notes related to his/her findings and archive the recorded conversation on a CD. This is accomplished with just a few clicks of a mouse. In addition, investigators can search for a specific offender's calls within a specified date range and archive all selected recordings by merely highlighting them. All call detail information is saved with the recorded calls to ensure immediate identification. Each facility's call processing server will be sized to store call recordings for a minimum of six (6) months on-line for immediate access and then can be stored on CD.

3.8.1.e. Warning indicator that the OTS is reaching storage capacity for call recordings.

- Read and agreed. The PCS system has the diagnostic capabilities to remotely monitor storage capacity levels as well and alert PCS Customer Service, should conditions approach the established levels. In addition, PCS has the ability to test trunks, telephones, and even make test calls from a remote facility. Through an automated nightly polling process, performance outside the "normal" range of operations will trigger an alarm that will be investigated and resolved as appropriate without the facility's intervention.




3.8.1.f. At a minimum, recording and playback must be able to be done from the investigators' office at each facility. The recording and monitoring medium must be physically located in the area designated by the agency.

- Read and agreed. Recording and monitoring are automated functions of the proposed OTS. All calls that are not flagged as privileged are available for monitoring and are recorded onto the server hard drive. All of the OTS workstations are able to play back recorded conversations and copy those conversations to CD. Each facility will have a workstation installed at the location designated by the State. Additional workstations will also be provided for centralized investigative personnel as required by the RFP.

3.8.1.g. Recording at each institution must be able to be done on at least 20 telephones simultaneously.

- Read and agreed. The PCS system exceeds this requirement. The proposed system will record all offender conversations at each facility except for those that are flagged as privileged. Additionally, multiple phone calls can be monitored through multiple workstations. For example multiple workstations can be listening to the same phone call at the same time and/or multiple phone calls from the same facility.



3.8.1.h. The monitoring and recording of calls shall be selectively programmable by one or all of the following:

- Housing Unit
- Start and Stop Time and Date of Call
- Called Number
- PIN

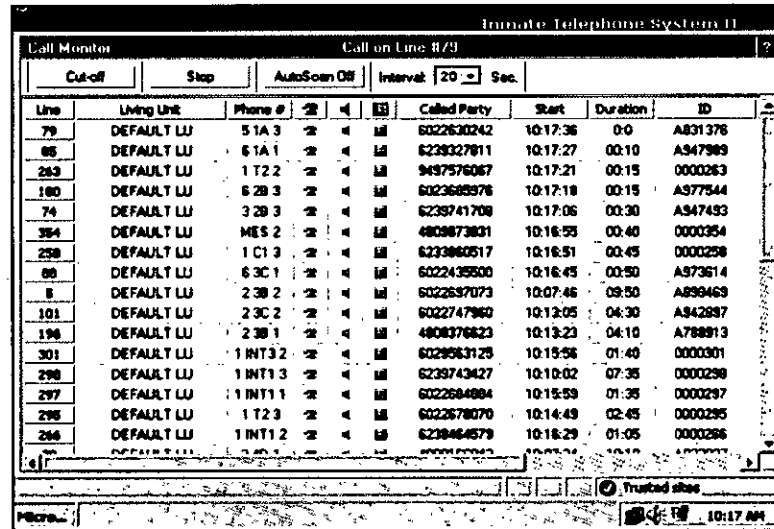
- Read and agreed. The PCS system exceeds the requirement by providing the agency with the ability to monitor and record all calls. The agency will also have the ability to select the calls to monitor and record based on the above criteria. Additionally, from any system workstation, authorized personnel may retrieve recorded calls by PIN, called number, and/or date and time then simply click on the desired call to listen to the recorded conversation. The View Active Option allows live calls to be monitored by more than one user at a time.

Line	Living Unit	Phone	Called Party	Start	Duration	ID	Name	Call Type	Trunk
1	DEFAULT LU	SITE 3540 PHONE 1	8226083305	10-18-09	00:47	000000001	1, NO	COLLECT	002
2	DEFAULT LU	SITE 3540 PHONE 2							
3	DEFAULT LU	SITE 3540 PHONE 3	8226083307	10-18-09	00:25	000000003	3, NO	COLLECT	001
4	DEFAULT LU	SITE 3540 PHONE 4							

Figure 3-35 The View Active Screen

3.8.1.i. Capability of showing "real time" call activity on a personal computer. This activity must be detailed by date of call, start time of call, stop time of call, originating telephone number and called number.

- Read and agreed. Monitoring occurs via the investigative workstation and as shown on the screen shot below, all required criteria are provided. The investigator can view calls in progress, select the one to monitor and begin listening in a matter of seconds. Monitoring is undetectable by either the calling or the called parties. If deemed necessary (following discovery of harassment or other threatening conversation) the investigator may disconnect the call in progress. In addition, the investigator may scan all active conversations in a rotating sequence and can pause on any call that may require specific attention.



Line	Living Unit	Phone #	Called Party	Start	Duration	ID
79	DEFAULT LU	5 1A 3	6022630242	10:17:36	0:0	A831376
86	DEFAULT LU	6 1A 1	6238327811	10:17:27	00:10	A347989
263	DEFAULT LU	1 T2 2	9497576067	10:17:21	00:15	0000263
180	DEFAULT LU	6 2B 3	6023688976	10:17:18	00:15	A377544
74	DEFAULT LU	3 2B 3	6239741708	10:17:06	00:30	A347433
354	DEFAULT LU	MES 2	4808873801	10:16:55	00:40	0000354
258	DEFAULT LU	1 C1 3	6233860517	10:16:51	00:45	0000258
88	DEFAULT LU	6 3C 1	6022435500	10:16:45	00:50	A573514
8	DEFAULT LU	2 3B 2	6022697073	10:07:46	09:50	A899469
101	DEFAULT LU	2 3C 2	6022747960	10:13:05	04:30	A342897
194	DEFAULT LU	2 3B 1	4808376623	10:13:23	04:10	A788913
301	DEFAULT LU	1 INT 3	6028963125	10:15:56	01:40	0000301
298	DEFAULT LU	1 INT 3	6239743427	10:10:02	07:35	0000298
297	DEFAULT LU	1 INT 1	6022684884	10:15:59	01:35	0000297
296	DEFAULT LU	1 T2 3	6022678070	10:14:49	02:45	0000296
266	DEFAULT LU	1 INT 2	6238464579	10:15:29	01:05	0000266

Figure 3-36 Call monitoring in progress.

3.8.1.j. Capability of keeping call activity data permanently.

- Read and agreed. All Call Detail Records will be stored on-line for immediate access by the state for the life of the contract. At the end of the contract, should PCS cease to be the incumbent OTS service provider, we will provide the state with files of all CDRs for future reference.

3.8.1.k. Capability of archiving call activity data.

- Read and agreed. As part of the data redundancies provided with the PCS system, Call Detail Records are automatically polled every five (5) minutes throughout the day. CDR data is first stored on one server and then copied to a second server at the facility as the initial archive. Following this, the CDRs are sent to and off-site PCS Billing server. This is the second backup location. The Billing server database is then backed up and stored on another disk array at a third backup storage location. Finally, the Billing server database is copied to magnetic tape and stored off-site at a fourth backup storage location.

3.8.1.l. A warning indicator when the system is reaching storage capacity for call activity data.

- Read and agreed. PCS has system monitors in place to track on-site storage levels for call recordings as well as Call Detail Records. The servers on site will be sized to provide on-line storage of call detail records for a minimum of five (5) years. Capacity for storing CDR data should never be an issue. In the event capacity did become an issue, PCS' would be able to detect the problem and take corrective action well in advance of any loss of data.

3.8.1.m. Capability of manual set up of the monitoring and recording connection on an as needed basis from the contractor provided PC located in the investigator's office.

- Read and agreed. Each facility will have a PCS workstation installed at the location designated by the state. Additional workstations will also be provided for centralized investigative personnel as required by the RFP. With appropriate security levels, functions such as access to live call monitoring, reviewing CDRs, listening to call recordings, and processing of reports and ad-hoc queries are controlled through this workstation.

3.8.1.n. Capability of automatically calling and alerting investigators and offering live monitoring of calls.

- Read and agreed. Authorized users of different access levels may establish alert call settings based on offender, offender phone, or called number. When a call matches the alert setting, active users belonging to the appropriate security access level are visually notified and can immediately monitor the call in progress.

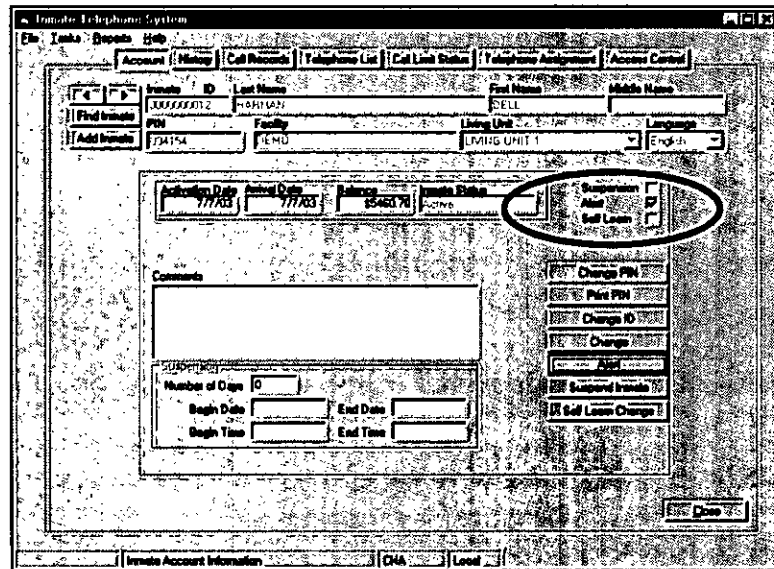


Figure 3-37 Setting alerts.

In addition, the agency will also benefit from the SNITCH, Remote Alert Function. The SNITCH feature permits site investigative personnel to identify "hot numbers" which may be either a specific offender(s) or called telephone number. Each "hot number" entry is associated with a notification telephone number and alternate number. When a "hot number" is called, the investigator receives a notification call. The investigator may then enter a PIN to listen to the conversation in progress.

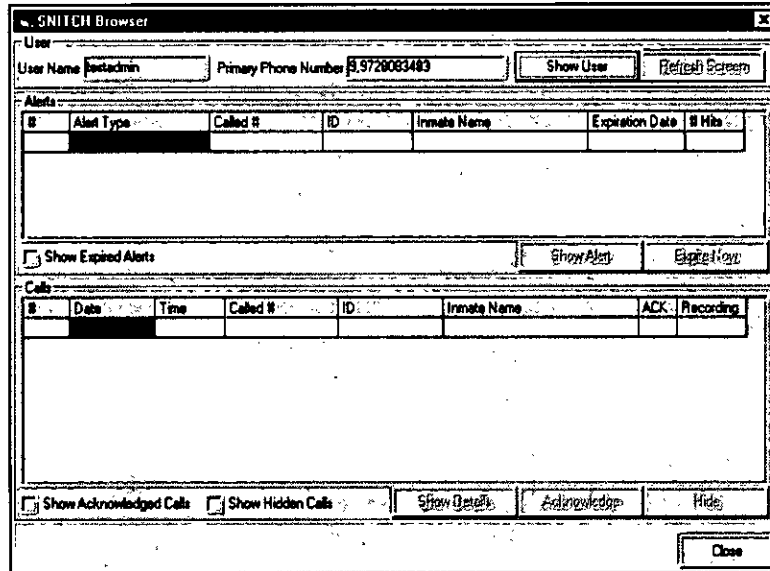


Figure 3-38 The Snitch Browser.

3.8.1.o. Capability to select a particular telephone for recording or monitoring while a call is in progress.

- Read and agreed. The PCS system will record all offender conversations at each facility so there will be no need to select a call to be recorded. Offenders' calls in progress can be viewed on the screen and any call can be selected for immediate live monitoring.

3.8.1.p. Expandable and modular in design in the event the state chooses to utilize comprehensive call recording at a later date.

- Read and agreed. Comprehensive call recording will be available immediately from the date of installation. Although the system is expandable and modular in design, PCS will provide the agency with the ability to record all offender conversations at each facility specified in the RFP over the life of the contract.

3.8.1.q. Simultaneous recording and playback of both the transmit and receive sides of conversations. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.

- Read and agreed. Call recordings are available for playback immediately via the workstations provided without any impact to on-going recording functions or call processing. Both the transmit and receive sides of all conversations will be monitored and recorded.

3.8.1.r. Provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-

in advanced diagnostics and program control shall be via modem by service center personnel and shall provide failure reports, service history and other diagnostic information.

- Read and agreed. PCS' overriding commitment is to the operational reliability of all installed platforms. Top systems performance is assured with 24/7 remote diagnostics under the watchful-eye of PCS Customer Service.

A ten-month study of the system PCS is proposing was conducted throughout the Federal Bureau of Prisons. The tabulated results reveal less than one minute of down time per month. The results are summarized as follows:

Average Downtime per site per month	35 seconds
System Availability Percentage	99.9988%

The proposed system will be equipped with diagnostic capabilities that can be utilized on-site or accessed via remote communications. Remote diagnostics include the ability to test trunks, telephones and make test calls from a remote site. Systems are constantly monitored using these internal diagnostic capabilities. Performance outside the "normal" range of operations will trigger an alarm to notify facility personnel. In addition, each system is polled nightly through an automated process. Any service condition encountered during this polling triggers an alarm that will be investigated and resolved as appropriate without the facility's intervention.

PCS uses Big Brother software to identify any potential issues in Frame and WAN connectivity at our client sites. Big Brother diagnostically monitors all call processors each hour for changes in call patterns using SNMP (Simple Network Management Protocol) standards. Any change automatically informs PCS customer service technician and steps are taken to identify and correct the problem. In case the assigned PCS technician is unable to respond in a timely manner, Big Brother automatically escalates problem notification to the next level personnel. In some instances, Big Brother automatically corrects the problems if the procedures are pre-programmed into the system. This feature reduces the time and effort required for manual intervention to correct system related problems.

Big Brother software will identify any potential issues in Frame Relay and WAN connectivity. The following screen displays the status of the system connections.

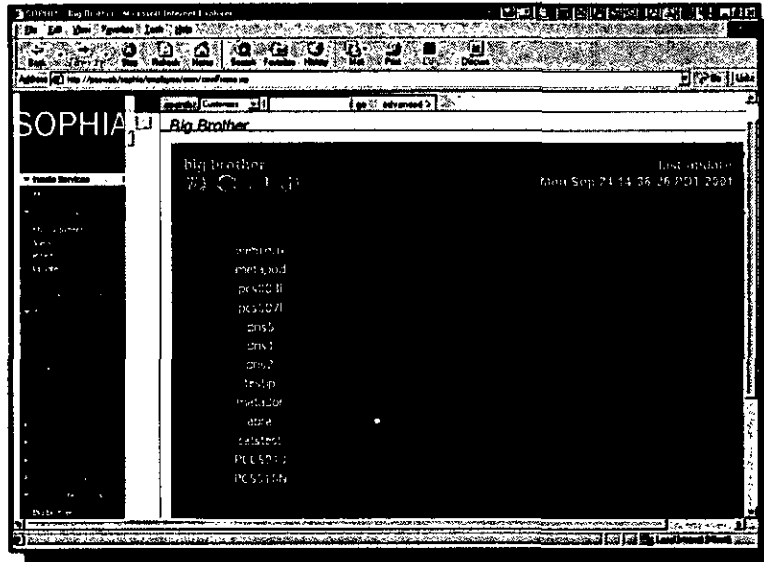


Figure 3-39 Big Brother

Other features of this software include:

- Monitoring host resources (processor load, disk and memory usage, running processes, log files, etc.).
- Monitoring environmental factors, such as temperature.
- Generating contact notifications when service or host problems occur and get resolved (via email, pager, or other user-defined method).
- Defining event handlers to be run during service or host events for proactive problem resolution.
- Providing external command interface that allows on-the-fly modifications to be made to the monitoring and notification behavior through the use of event handlers, the web interface, and third-party applications.
- Retaining host and service status across program restarts.
- Scheduling downtime for suppressing host and service notifications during periods of planned outages.
- Providing a web interface for viewing current network status, notification and service history, failure reports, log files, etc.

In addition to monitoring the call processor(s), Big Brother routinely checks all the end user workstations to ensure that all our services are active and usable. It also detects and monitors circuit problems if it encounters problems in connecting with the systems and machines it monitors.

To monitor the traffic load on network-links, PCS uses the Multi Router Traffic Graph (MRTG). In addition to a detailed daily view, MRTG also creates visual representations of the traffic seen during the last seven days, the last four weeks and the last twelve months. For each CPE you can view charts showing overview information, as well as charts for various types of calls and errors. When you click on a graph icon, MRTG displays usage charts for that level. When you select the MRTG option of the System Monitors sub-menu, the following page appears:

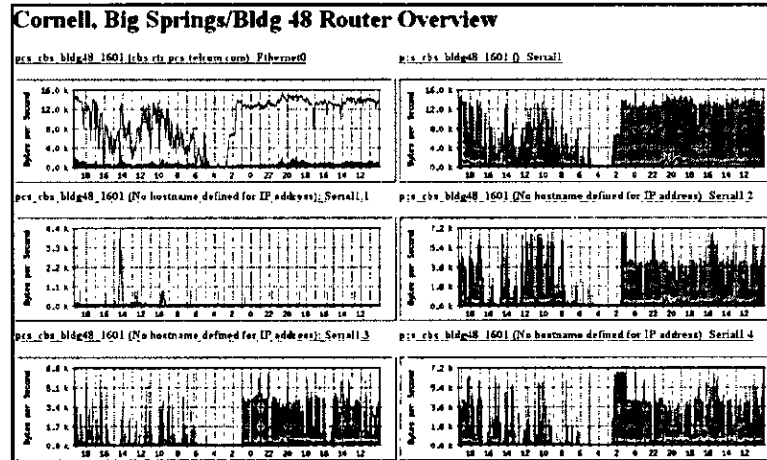


Figure 3-40 Multi-Router Traffic Graph

The following CDR graphs are available:

-
- Percent Non-Error - graphs number of CDRs without errors, total number of CDRs, and the percent of non-errors vs. total CDRs.
- Complete vs. Incomplete - graphs number of completed-calls, incomplete calls, and the percent of completed vs. incomplete calls.
- Completed Calls - graphs number of completed calls, number of CDRs without errors (completed and incomplete calls), and the percent of completed vs. non-error calls.
- Incomplete Calls - graphs number of incomplete calls, number of CDRs without errors (completed and incomplete calls), and the percent of incomplete vs. non-error calls.
- Prepaid Calls - graphs number of prepaid calls, completed calls, and the percent of prepaid vs. completed calls.
- Billed Party - graphs number of new billed parties inserted into database.
- Percent Error Records - graphs number of CDRs with errors, total number of CDRs, and the percent of error vs. total CDRs.
- Rate Period and Network Access Cost Error - graphs number of rate period error CDRs and number of network access cost error CDRs.
- Call Termination Type and CPE Data Errors - graphs number of call termination type error CDRs and number of CPE data error CDRs.
- Bill Type and Data Format Errors - graphs number of bill type error CDRs and number of data format error CDRs.
- TPM & CPE Data and Termination Country Errors - graphs number of TPM and CPE data error CDRs and number of termination country error CDRs.
- Call Type and Rating Errors - graphs number of call type error CDRs and number of rating error CDRs.

Big Brother and MRTG can both be accessed through SOPHIA.

When service interruptions and system failures are reported by Big Brother, PCS' Customer Service personnel enter all pertinent information into an electronic

trouble ticket system called Keystone. The Keystone System is a modern, state-of-the-art ticketing (slip) system. The system constantly monitors issues and tasks, records data, and produces reports. Keystone is a "web browser-based" application. Authorized agency personnel will be able to simply log onto the Keystone web site using a web browser to track any trouble tickets for the offender telephone system for the State of Missouri's correctional facilities.

The Call Processing and Recording System includes an embedded agent that monitors and communicates with the Network Operations Center every 15 minutes. The unit "checks in" and reports its condition. Any delay or non-report condition is immediately identified and appropriate alarm levels are generated, and trouble tickets are created.

3.8.1.s Capability to re-record the conversations to a cassette re-recorder. This cassette re-recorder must be located with the recording equipment in the areas designated by the agency. The cassette re-recorder shall produce transfer recordings with virtually no loss in quality. The cassette re-recorder shall be capable of placing an audio time and date stamp on the audio cassette. The cassette re-recorder shall have a monitor amplifier and speaker, so that the Investigator may confirm accurate transfers of the re-recorder system.

The PCS system performs digital full channel recording of all offender calls of the highest quality in the industry. The calls are stored on RAID 5 SCSI disk arrays and are backed up to a second storage location for optimum performance and reliability. The recordings can be transferred to standard C-120 cassettes with no loss in audio quality from a properly equipped workstation. The premium quality cassette player provided with the PCS system provides many desirable features including date and time stamping of recordings and a monitor amplifier and speaker, so that the Investigator may confirm accurate transfers of the re-recorder system. *Recordings can also be copied to CD.*

3.8.1.t. Time and date entries for each recorded conversation shall be displayed on a per channel basis and all display all conversations in chronological order to facilitate research and playback.

Read and agreed. The PCS system shall display time and date entries for each recorded conversation on a per channel basis and will display all conversations in chronological order.

CDR data may be searched in a variety of ways, including chronological order of conversations. A flexible, user friendly CDR Browser ad hoc query feature will also allow CDRs to be sorted and customized as follows:

- Display or suppress any stored piece of information about a call record
- Sort ascending or descending on any of the fields selected
- Select for one or more values in each selection field (e.g. multiple originating stations, multiple called numbers)
- Allow wild card search criteria
- Select for a range of dates and times
- Search calls of a specified length

- Search calls of a particular type
- Any call selected can be played by users with appropriate security authority as well as exported to a CD
- Save frequently used ad hoc queries for future use

The user will enter the GUI interface, select their search criteria for a specified report, click on the preview/print button and view the report results. A screen shot of the system interface GUI depicts how the user is allowed to define the parameters to be applied to produce the customized report:

The Data screen allows the user to view call records within a facility, select parameters, view call detail records, play recordings, select/hide columns, and sort data etc.

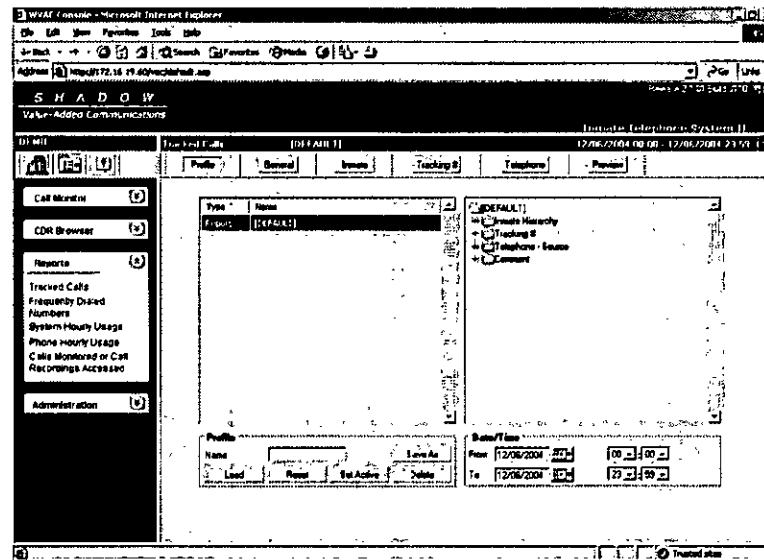


Figure 3-41 The Data screen.

3.8.1.u. An uninterruptible power supply source for a period of at least ten minutes, in the event of a power failure. This is to ensure there is no loss of recordings or "real time" call data.

- Read and agreed. The PCS system and each administrative workstation is equipped with the appropriately sized Minuteman Uninterruptible Power Source (UPS) to provide not less than fifteen (15) minutes of continuous operation in the event of a power surge or interruption.

If commercial power is lost, the UPS will indicate with an audible beeping sound in the equipment room and wherever the workstations are located. Should power be restored within the fifteen (15) minute period, there will be no interruption of call processing or workstation functioning. If the interruption exceeds this period, call processing functions are interrupted until such time as power is restored.

Regardless of any interruption in power, call records are protected at all times and not subject to loss. System settings will return to previous state upon restoration of power.

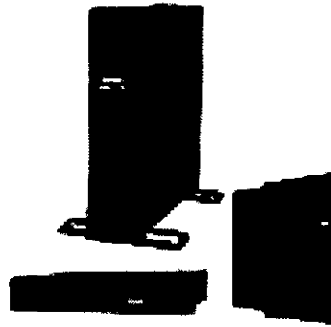


Figure 3-42 Minuteman UPS

Features:

- True Sine Wave Output
- Scalable Unlimited Runtime via External Battery Packs with Independent Chargers
- Universal Design for Desktop, Tower, Rack Mount, and Wall Mount Installation (For mounting on a wall, see optional Wall Mount Kit
- Includes standard 19 inch rack hardware and tower mounting feet
- Space-saving 16 inches (41 centimeter) Depth
- Full Protection from Sags, Surges, Spikes & Blackouts
- Voltage Regulation Incorporating Double Boost and Double Buck
- Optional SNMP Card for Remote Power Management (SNMP or Web browser)
- Includes MINUTEMAN Sentry II Power Management Software CD and Communications Cable
- Fax/Modem/Data Protection Slots
- Front-Access, Hot Swappable Batteries
- Industry Leading 3-Year Warranty

3.8.2 The contractor should provide an OTS capable of storing a minimum of one year of call activity data for each location.

- Read and agreed. The PCS solution exceeds this requirement. All call activity data will be stored online for immediate access by the agency for the life of the contract rather than just for one year. Additionally, call recordings will be available for immediate access online for five (5) years.

3.8.3. The contractor shall locate all equipment that performs monitoring and recording at the correctional institution where the offender call originates and at the regional and investigative workstations.

- Read and agreed. Recording and monitoring equipment will be located at the correctional institution where the call originates and at regional investigative workstations.

3.8.4 All call activity data and call recordings shall be the property of the State of Missouri.

- Read and agreed. All CDRs and call recordings will remain the property of the State of Missouri.

3.9 Security Requirements:

3.9.1. The contractor shall provide the agency communications manager a list of contractor personnel that require admittance to the correctional institutions. The list shall be submitted at least twenty-four hours prior to time of required entrance and include the name of the company, names of employees attending, their social security number, and date of birth. A security check will be completed with this information prior to admittance to the facility. Facility staff will accompany the contractors while they are on site. Facility business hours are 7:30 a.m. through 4:00 p.m., Monday through Friday.

- Read and agreed. PCS will work with the State to ensure that contractor lists with the required personnel data are presented at least 24 hours in advance. Contractors will be made aware of the facility business hours.

3.10 Implementation Plan:

3.10.1 The contractor shall provide the agency communication manager an implementation plan within 30 days after award of the contract. The plan should be coordinated with the current service provider to ensure minimized disruption in service. The contractor shall complete the described work within 120 calendar days after receipt of the agency's written approval of the plan.

- Read and agreed. PCS has already created a detailed implementation plan for this project. Please note the sample pages below, and refer to Attachment J for an actual printout of the chart. Following contract award, a more detailed implementation plan will be developed based on a thorough survey of the facilities.

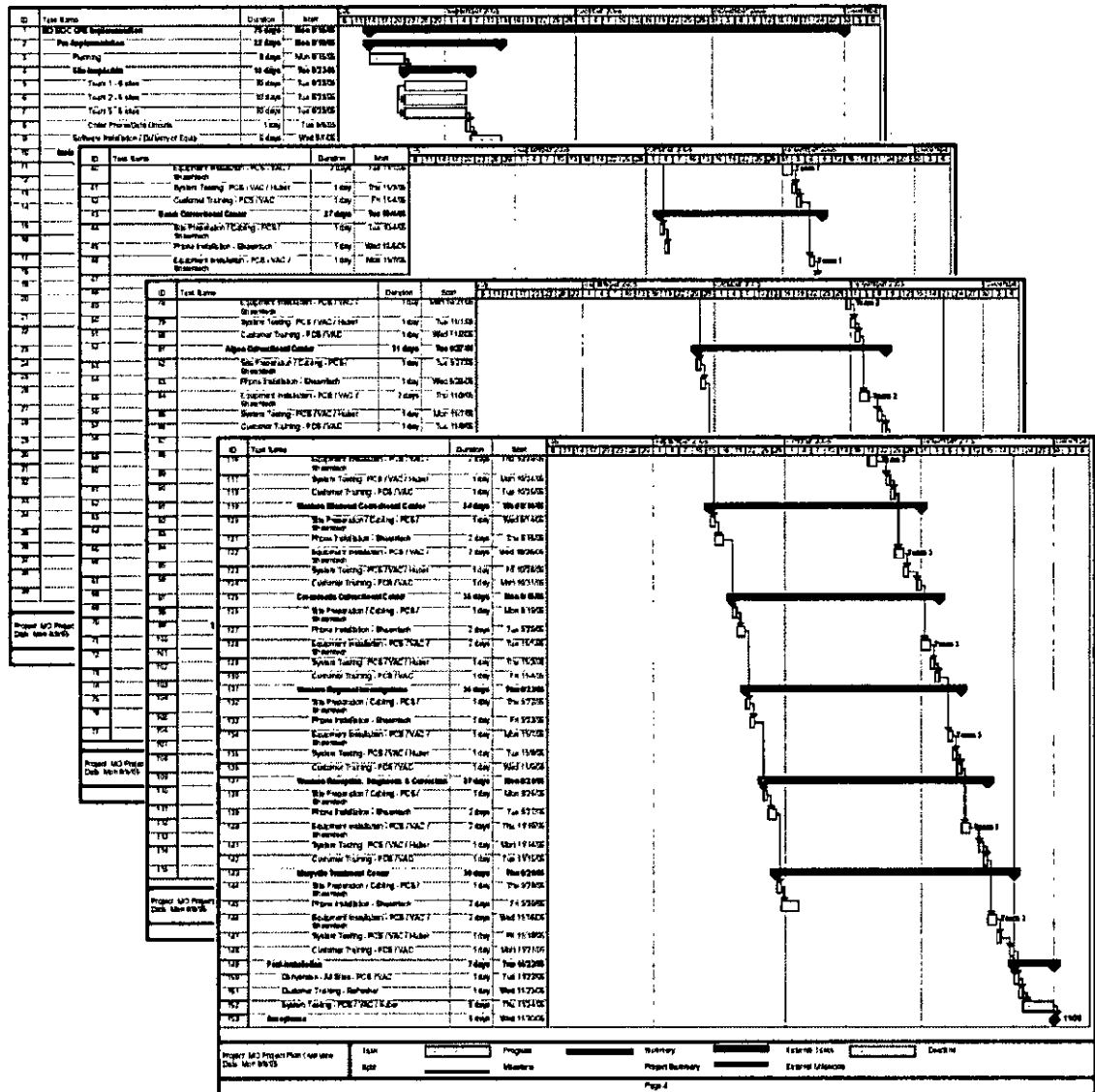


Figure 3-43 Sample Gantt Chart

3.10.2 As a minimum, the implementation plan shall include the following information:

- The project manager’s name and telephone number.
 - Installation schedule that identifies major project milestones to include the start and completion date of each milestone and project completion date. The schedule shall include narrative explanations of the scheduled work.
- Read and agreed. PCS has assigned Chris Moore, Senior Project Manager, as the project manager for the State of Missouri. Chris’ contact information and qualifications are as follows:

Chris Moore
Public Communications Services, Inc.

11859 Wilshire Blvd. Ste # 600
Los Angeles, California 900025
Phone: (800) 350-1000, X 5418
chris.moore@teampcs.com

Please see C.1.1.n. for more information about Mr. Moore's background, experience and qualifications.

PCS recognizes that an offender telephone system is a critical component of today's modern correctional institutions. We understand the importance the agency has placed on finding a contractor who can actually provide the kind of services and equipment requested in the RFP. As specialists in system integration, PCS has joined forces with ShawnTech, Huber & Associates, and VAC. The combined resources, expertise, and ability of these outstanding companies are what we call TeamPCS.

ShawnTech currently provides maintenance of the agency's existing offender telephone system. Huber & Associates supports the Canteen Point-of-Sale application. Both these vendors are already familiar with the agency's facilities, personnel, operations and procedures. They bring valuable insights as to what has worked in the past, what hasn't, and why. The introduction of an integrated, robust, and reliable OTS platform from VAC, and our own system integration expertise will make all the difference between merely promising a state-of-the-art offender telephone system and actually delivering one.

Within 10 days of contract signing, PCS will meet with the designated agency officials to review our plans for implementation and seek agency approval to proceed. These plans will include the major milestones referenced in paragraph 3.10.3.

- Site inspection – Within 30 days of the agency approving the implementation plan, TeamPCS will begin inspecting all the facilities where equipment will be installed. Three teams will visit different sites, making notes as to equipment, cabling, procedures, access, personnel, and security requirements for each location.
- Site preparation – Each site will be prepared for delivery and installation of equipment.
- Delivery of equipment – Offender telephones, call processors, recording and monitoring equipment, workstations, and related equipment will be delivered to the facility where it will be installed.
- Cabling installation - Additional cabling will be installed, where and if needed.
- Equipment installation – Installers, divided into three teams, will install all of the required equipment.

- Software installation – All software will be installed on call processing equipment and workstations.
- System Testing – PCS will test every piece of equipment to ensure it has been installed correctly and is functioning properly.
- Conversion – At each facility, existing equipment will be unplugged. The new equipment will go into service within seconds resulting in minimal disruption. Test calls will be placed from each offender telephone to ensure everything is working properly.
- Customer Training – All agency personnel who will have any responsibility for or interaction with the offender telephone system will be trained within a day or two of conversion.
- Acceptance – Implementation is complete when the agency is satisfied that the system is functioning properly.

Please refer to Attachment J for a sample implementation schedule for the agency.

3.10.3 The project schedule should include the following milestones:

- Site inspection
- Site preparation
- Delivery of equipment
- Cabling installation
- Equipment installation
- Software installation
- System Testing
- Conversion
- Customer Training
- Acceptance

- Read and agreed. Each facility will have a detailed checklist for the implementation and items detailed above, the implementation will include the below items. Sample charts for all 20 MODOC correctional facilities and the 3 Regional Investigative offices are also available in Attachment J.

Inmate Phone Installation Schedule		Days
Step 1 Site Survey	Establish Facility Point of Contact	1
	Exact Station Count	1
	Indoor/Outdoor Stations	1
	Movable Stations	1
	Mounting Considerations	2
	Cabling Issues	2
	Switch Location Issues	2
	LEC Facility Capacity	2
	Other Considerations	2
Step 2 Equipment and Facilities	Needs Analysis	2
	Equipment Ordering	2
	Trunk Ordering	2
	Data Network Ordering	2
	Establish Delivery Dates	2
Step 3 Strategy/Scheduling Meetings	Problem Resolution	3
	Site Preparation	3
	Equipment Delivery	2
	Trunk Delivery	2
	Data Network Delivery / Cabling Installation	2
Step 4 System Configuration	Facility Administrator Overview	2
	Draft Installation Schedule	2
	Features Desired	2
	Facility-Specific Needs	2
	Software Requirements / Software Installation	2
Step 5 Personnel Issues	Workstation	2
	Recording	1
	Monitoring	1
	PCS Installation Team	1
	State Team	1
Step 6 Customer Responsibilities	Schedules	2
	Responsibilities	2
	Off-Hour Work Issues	2
	Security Clearances	2
	Tool Control & Dress Codes	2
Step 7 Equipment Delivery	Security Clearances	1
	Scheduling with Facilities	2
	Escort Assigned	1
	Access to Facilities	1
	Access for Telephone and Network Cir In	1
Step 8 Site Preparation	Station Equipment	3
	Switching Equipment	3
	Storage/Security Equipment	1
	Storage/Security Needs	1
	Inspection and System Testing	1
Step 9 Installation	Finalize Installation Schedule	2
	Fulfill Software Needs	2
	Verify Voice Circuits	2
	Verify Data Circuits	2
	Termination Blocks, etc.	2
	A/C Power	1
	UPS System Installation & Test	2
	Problem Resolution	2
	Software update from current provider	2
	Switch Installation, Configuration, Test	3
	Station Installation	3
	Final System Testing and Verification	2
	Conversion	2
	Workstation Installation and Configuration	3

3.11.3 The contractor shall complete installation of telephones within thirty (30) days after receipt of an agency purchase order.

Read and understood. PCS is committed to completing the installation of the telephones within thirty (30) days after receipt of an agency purchase order. As shown in our implementation plan, PCS will begin making preparations for the execution of this commitment far before the purchase order is in place. This will include, but will not be limited to having the proper team in place and the appropriate resources lined up. Our implementation team will include three separate, but coordinated teams with a detailed schedule of events for each facility.

3.11.4 The contractor shall install telephones and telephone equipment in accordance with the manufacturer's installation instructions.

Read and agreed. PCS will install telephones and telephone equipment in accordance with the manufacturer's installation instructions.

3.11.5 The contractor may use existing cable. If cabling is required as part of the installation, then the contractor shall provide all new cable. The contractor shall mark installed cable on both ends. Cable, existing and new, shall meet EIA/TIA standards and comply with the most current NEC requirements for low voltage cable. Within 24 hours after completion of installation, the contractor shall provide the agency communication manager signed certification that all circuits have been tested and all cables, pairs, blocks, frames, and terminals are legibly marked by the contractor.

Read and agreed. Should it be necessary to install any cable, PCS will only use new cable. The cable will be marked at both ends. All cabling will meet the applicable standards. Signed certification as requested above will be provided to the agency within 24 hours of installation.

3.11.6 Upon the request of the agency communication manager, the contractor shall provide, at no cost to the agency, joint testing of problem or defective equipment.

Read and agreed. PCS will provide joint testing at no cost to the agency upon request of the communication manager.

3.11.7 The contractor shall provide and install adequate surge and lightning protection equipment for all offender telephone equipment.

Read and agreed. PCS will provide and install adequate surge and lightning protection for all offender telephone equipment.

3.11.8 The contractor shall install surface or wall mounted telephones, as designated by the agency communication manager.

- Read and agreed. PCS will install surface or wall mounted telephones as designated by the agency communication manager.

3.11.9 The contractor shall clean and remove all debris, resulting for the contractors work, at the completion of each workday.

- Read and agreed. PCS will clean and remove all debris at the completion of each workday.

3.11.10 The contractor shall restore to original condition State of Missouri property damaged by the contractor.

- Read and agreed. Any State of Missouri property damaged by PCS will be restored to its original condition.

3.11.11 The contractor must install additional telephones at no increase in cost to called parties as required by the state. This must be done at no expense to the state throughout the first four (4) years of the contract period. The contractor shall not be obligated to install new systems within the last twelve months of the contract period.

- Read and agreed. During the first four (4) years of the contract, PCS will install additional telephones required by the state at no increase in cost to called parties and no expense to the state.

3.12 Maintenance Requirements:

3.12.1 The contractor shall provide all labor, parts, materials, and transportation to maintain the (OTS) in compliance with the equipment manufactures specifications throughout the life of the contract. No charges may be made to the State of Missouri for maintenance of the system.

- Read and agreed. PCS will provide all labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacture's specifications for the life of the contract and at no charge to the state.

3.12.2 The contractor must provide 24 hour per day, 7 day per week maintenance services, including preventive and remedial maintenance as well as all parts and labor. The contractor should provide additional support services for trouble shooting purposes. For repair service, the contractor must be able to respond by arriving at the site any time during a 24-hour per day basis, 365 days of the year. All repairs or replacements must be started within four (4) hours following notification of a major system failure and the contractor must exhibit to the State of Missouri a best-efforts approach to completion of the repairs or replacement during the first 24 hours following notification by the State of Missouri. The contractor shall understand and agree that a response shall be defined as a qualified technician, certified on the installed equipment, on-site or the problem corrected.

- Read and agreed. PCS will provide all the requested maintenance 24 hours per day, 7 days per week, 365 days per year for the life of the contract plus any additional term added to the contract. PCS will do this by retaining ShawnTech as the service contractor as well as providing whatever additional support for troubleshooting that may be necessary.

PCS recognizes the high-level of service and proactive support provided to the agency by ShawnTech as the existing OTS maintenance provider. PCS' Engineers and Project Managers will work in close cooperation with ShawnTech throughout the planning, design, and implementation phases. This plus, the addition of one more technician by ShawnTech, will ensure a smooth transition to the new OTS and even faster service response in the future.

As PCS' Subcontractor, ShawnTech has committed the following individuals to this project:

1. Tillman Mosley Jr.
2. Virgil Chenoweth
3. Thomas Schopmeyer
4. Steven Filipek
5. Brett Magdziak

Subcontractor's Contact Information:

ShawnTech Communications, Inc.
One ASET Centre, Suite 102
Dayton International Airport
Vandalia, OH 45377
Phone: (937) 898-4724

Subcontractor's Scope of Work on this project:

ShawnTech technicians will provide the complete installation and repair of offender call processing equipment, workstations, recording and monitoring equipment and offender telephones. The State will have the sole right to approve any or all subcontractors proposed for this contract.

Subcontractor Company Information:

ShawnTech Communications, Inc., was established in 1986 to provide reliable telecommunications services to both businesses and individuals. Over the years their product offering has grown to include contract engineering, installation, maintenance services, and turnkey projects. Today ShawnTech's products and services span virtually the entire spectrum of telecommunications.

ShawnTech's Corrections Communications Division fills an important and growing segment of the telecommunications market. As a specialist in this market, ShawnTech's dedicated professionals provide service and 24/7 problem resolution for over 300 state correctional facilities in nine states, Kentucky, Missouri, Ohio, and Virginia.

These solutions help their customers to:

- Maximize security
- Minimize fraud and abuse
- Provide a full range of optional features for the physical plant and the special needs of offenders and administrators

PCS believes that the key to system reliability is routine, on-going preventive maintenance. PCS will provide the agency with a fully automated state-of-the-art call processing system with remote diagnostic capabilities (For more information on PCS' Remote Diagnostic Capabilities see 3.3.1.r.). The PCS system requires little or no on-site maintenance. Repair and support services will be the responsibility of PCS and will require no time from agency personnel.

PCS, as the prime responsible party will coordinate all offender telephone system related repair issues. In order to report a problem, both staff and consumers can call 1-800-6-Inmate. The Customer Service Unit operates with an internal escalation procedure to ensure timely and accurate responses. Internal procedures include a "no-hold policy" for all incoming callers. This policy maintains that customers will experience no hold time when calling the PCS Customer Service Unit to report a repair or request technical assistance.

In addition, all customer service operations function on a 24 x 7 x 365 basis in accordance with the Escalation Procedures outlined in Attachment K. PCS is committed to maintaining a proactive relationship with the client for both pre-maintenance and emergency responses in order to maximize customer satisfaction. This includes ongoing remote diagnostics to correct any potential problems before they occur as well as onsite repair technicians once a trouble has been reported.

Customer Service personnel are well trained and experienced in a wide variety of areas ranging from assisting investigators on the recovery of information to non-intrusive diagnostic repairs. The Customer Service Unit operates with an internal escalation procedure to ensure timely and accurate responses.

PCS' technical staff is thoroughly trained in procedures for installation and maintenance of offender telephone systems. All technical staff report to a designated Project Manager who is responsible for overseeing the entire operation and coordinating the installation with the customer.

PCS implements Escalation Procedures when necessary. Please refer to Attachment K for copies of PCS' Escalation Procedures. In addition to the above procedures and toll-free number, PCS provides a complete list of back up telephone numbers. These numbers will include the direct lines to:

1. PCS' 24-hour live answer repair and service number
2. PCS' Corporate Offices and Customer Service Group extensions
3. Customer Service Group
4. PCS' Billing Department 800 number

Escalation Procedure

For complaints or problems not handled within the required response times, the following are the next levels of management, which may be contacted for further resolution:

1. One hour past the required timeline:
Inmate Customer Service Manager
a. Direct Line
b. Cell Phone
Helen Douglas
(800) 350-1000, x 3008
(818) 523-5245
2. Two hours past the required timeline:
Inmate Operations Manager
a. Direct Line
b. Cell Phone
John Stoll
(800) 350-1000, x 4770
(310) 882-8868
3. Three hours past the required timeline:
Vice President of Inmate Sales
a. Direct Line
b. Cell Phone
Joseph Pekarovic
(800) 350-1000, x 3015
(310) 600-9448
4. Four hours past the required timeline:
Chief Operating Officer
a. Direct Line
b. Cell Phone
Tommie Joe
(800) 350-1000, x 3037
(310) 922-3037
5. Five hours past the required timeline:
President
a. Direct Line
b. Cell Phone
Paul Jennings
(800) 350-1000, x 3101
(310) 600-3540

Please see Attachment K for sample escalation procedures.

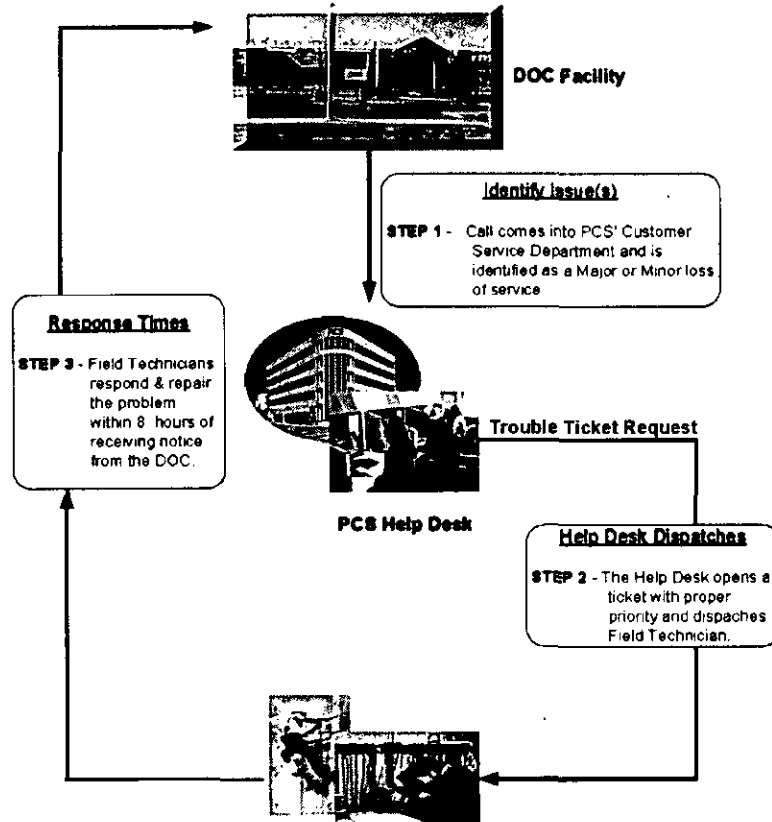


Figure 3-45 The PCS Help Desk and Trouble Resolution Process

3.13 Training Requirements:

3.13.1 Training must be provided to the agency staff at each location where equipment is installed. Additional training must be provided to new staff assigned during the contract period at no cost to the state. Training manuals must be provided to the agency's staff at all training programs and will become the property of state.

- Read and agreed. On-site training will be conducted immediately upon the installation at each facility to ensure that all system users are thoroughly trained. Training typically lasts for a full day and the curriculum is designed to cover these topics:

I. Workstation Access Control

- Overview
- User ID Management
- Security Level Access Management
- User Alerts

II. System Administration

- Overview
- Class of Service Maintenance
- Living Unit Maintenance

- Telephone Location Maintenance
- Facility Telephone Number Control
- Block List Administration
- Telephone List Update
- Enable/Disable Telephones
- Account Overview
- Add a New Offender Account
- Update Offender Information
- Update Offender Phone List
- Transfer offender between facilities

III. Reporting/Investigative Functions

- View Calls in Progress
- SPY – Monitoring
- SPY – Snitch Investigator Notification
- General Reporting Capabilities
- Defining Report Parameters
- Save & Reprint Reports
- Financial Reports
- Maintenance Reports
- Investigative Reports
- Monthly Revenue Reports
- Shadow Recording
- SAM Archive CD

IV. Calling Process

- Placing a Call
- Dialing Instructions
- Direct Dialed Calls
- Collect Calls
- Local Calls
- International Calls (as applicable)
- Call Results Announcements (Successful, Blocked, and Terminated calls.)

As an additional aid, the workstation offers context-specific help screens to assist the user during any process. By simply pressing the F1 key, a help window will appear with contents targeted toward the workstation function in use.

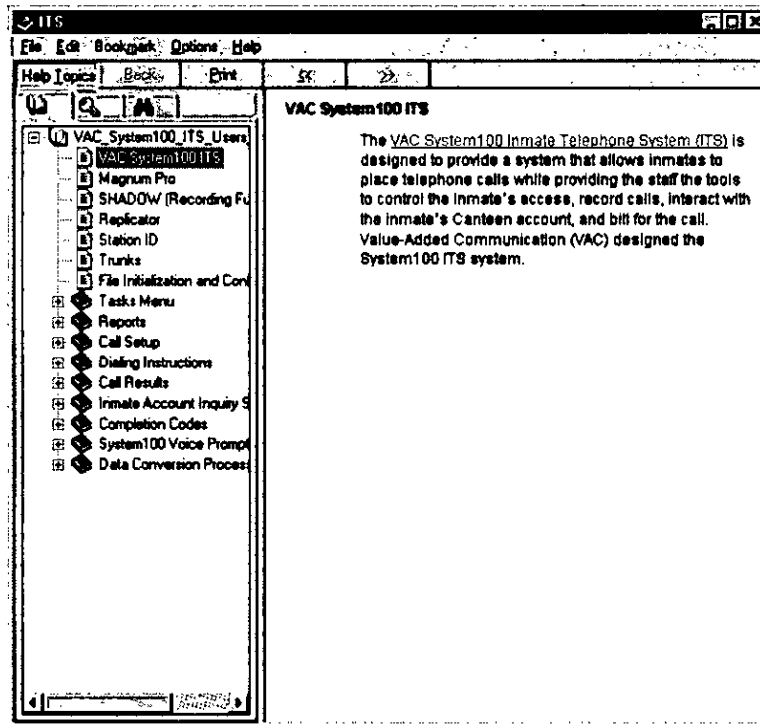


Figure 3-46 The Help Window

User manuals with detailed step-by-step instructions will be provided to each facility. PCS will also provide Quick Reference Guides for easy reference of the most used applications within the system that will be left with system users. If needed, refresher training sessions can be conducted online through WebEx.

For any questions that may arise, the Technical Assistance Center is staffed with live technical reps who also assist the agency with any question, 24 hours a day, 7 days a week, 365 days a year.

3.13.2 Information pamphlets must be provided for offenders on the use of the OTS system for all both applications when requested by the agency.

Read and agreed. PCS will provide information pamphlets for offenders on the use of the OTS for all applications as requested by the agency.

3.14 Fiscal Requirements:

3.14.1 The contractor shall maintain an accurate, verifiable recording system and tracking system for substantiating cost recovery payments to the state.

Read and agreed. PCS has accurate, verifiable recording and tracking systems in place for substantiating cost recovery payments to the state.

3.14.2 The State shall bear no responsibility for fraudulent calls or uncollectible calls. The contractor shall not deduct unbillable or uncollectible calls from billings on which cost recovery payments are paid to the state.

Read and agreed. The State of Missouri shall not be responsible for any fraudulent or uncollectible calls. PCS will not deduct unbillable or uncollectible calls from billing on which cost recovery payments are paid to the state.

3.14.3 The contractor shall make payment to Office of Administration Revolving Administrative Trust fund, on a monthly basis, for the following expenses incurred by the State of Missouri.

3.14.3.a Personal Services for twenty-one Department of Corrections employees for system operation.

First year	\$ 800,000
Second year (+ 3% inflation factor)	\$ 824,000
Third year (+ 3% inflation factor)	\$ 848,720
Fourth year (+ 3% inflation factor)	\$ 874,181
Fifth year (+ 3% inflation factor)	\$ 900,406
Total Personal Services	\$ 4,247,307

Read and understood. PCS shall make payments to the Office of Administration Revolving Administrative Trust fund on a monthly basis in the amounts specified and according to the schedule outlined above.

3.14.b Total expenses to be amortized over the life of the contract (5 years) \$4,247,307 The contractor shall be responsible for continuation of monthly payments, so long as the contract is in effect, during the contract period.

Read and understood. PCS shall be responsible for continuation of monthly payments, so long as the contract is in effect, during the contract period.

3.14.4 The contractor shall mail monthly payments to: Office of Administration
Information Technology Services Division
Attn: Roger Bisges
Truman State Office Building, Room 280
301 West High Street
Jefferson City, MO 65101

Read and agreed.

3.14.5 The state may elect at some future date to change the structure of the remittance. On such occurrence, the contractor shall be responsible for implementing a remittance structure designed by the state which would allow the reduction or increase to some portion of the call cost to the called party.

- Read and agreed. PCS has found that through our multiple call options and reduced debit calling rates, call volumes have increased an average of 30% per offender. PCS believes that through the benefits of our programs the average call per minute will actually decrease and the State will find that any reduction in call rates may not be necessary.

3.14.6 The contractor shall provide a Call Detail Report to the address listed in paragraph 3.14.4 above not later than the 10th calendar day of each month. This report must detail each call during the reporting period (monthly).

- Institution name
- Originating number
- Terminating number
- Time of day of the call
- Length of the call
- Amount charged for the call
- Gross revenue

- Read and agreed. PCS will provide the Call Detail Report as specified not later than the 10th calendar day of each month. See the following illustration.

Invoice Name	ID	Trunk	Called Number	Date/Time	Duration	Comp Code	Cost
TWO,NO PEN LINE	000000002	1	9728083483	08/01/2002 08:05:29	1	0	\$0.00
TWO,NO PEN LINE	000000002	1	9728083483	08/06/2002 09:30:54	1	0	\$0.00
TWO,NO PEN LINE	000000002	1	9728083483	08/06/2002 09:55:02	1	0	\$0.00
TWO,NO PEN LINE	000000002	1	9728083483	08/06/2002 09:57:42	1	0	\$0.00
TWO,NO PEN LINE	000000002	1	9728083483	08/06/2002 10:00:25	2	0	\$0.00
TWO,NO PEN LINE	000000002	1	9728083483	08/06/2002 10:15:52	1	0	\$0.00
TWO,NO PEN LINE	000000002	1	9728083483	08/06/2002 15:43:55	1	0	\$0.00
TWO,NO PEN LINE	000000002	1	9728083483	08/06/2002 15:47:34	1	0	\$0.00
TWO,NO PEN LINE	000000002	1	9728083483	08/06/2002 15:49:29	1	0	\$0.00
TWO,NO PEN LINE	000000002	1	9728083483	08/06/2002 09:19:17	1	0	\$0.00
TWO,NO PEN LINE	000000002	1	9728083483	08/08/2002 10:01:17	1	0	\$0.00

Total Transactions: 11
Total cost : \$0.00

Figure 3-47 Call Detail Report

3.14.7 In the event the contractor desires to increase/decrease billing charges for regulated taxes, fees, surcharges, other than those authorized at time of award, the contractor should notify Office of Administration - Information Technology Services Division (OA/ITSD) within thirty (30) days after the contractor is notified of the requirement of the change. The contractor's notifications to OA/ITSD should include a copy of the contractor's authority to charge any additional taxes, fees, surcharges, etc.

- Read and agreed. PCS would also like to point out that with our "PCS Full Disclosure Rate Plan" there will never be any of the hidden fees so common to the OTS industry. We believe our rate plan should be straightforward, simple, and honest and should never impose unfair charges on offender's friends and family.

3.15 Other Requirements:

3.15.1 The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

- Read and agreed. PCS will serve as the single point of contact for the agency, regardless of any subcontract arrangements. PCS will assume responsibility and liability for all problems relating to hardware, software and services provided.

3.15.2 The contractor shall remove all contractor owned equipment at the conclusion of the contract in a manner that will allow the reuse of the wire distribution.

- Read and agreed. PCS will remove all contractor owned equipment at the conclusion of the contract in a manner that will allow the reuse of the wire distribution.

3.15.3 All OTS wiring distribution shall become the property of the state at the conclusion of the contract.

- Read and agreed. All OTS wiring distribution shall become the property of the state at the conclusion of the contract.

4. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

4.1 Preparation and Submission of Proposals:

PARAGRAPH REVISED BY AMENDMENT #006

- 4.1.1 Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

Signed RFP and RFP Amendment Cover Pages
Proposal Security Deposit
Table of Contents
Transmittal Letter/Executive Summary
Exhibit A - Cost (Pricing Pages)
Exhibit B - Experience
Exhibit C - Proposed Method of Performance
Exhibit D - Other Requested Information
Exhibit E - MBE/WBE Participation

Read and agreed. PCS has followed this outline in response to the RFP.

- 4.1.2 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.

Read and understood.

- 4.1.3 Copies: The offeror's proposal should include an original document, plus five (5) copies for a total of six (6) documents. In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft compatible format. Both the original and the copies should be printed on recycled paper and double sided.

Read and agreed. PCS has sent (6) sets of this proposal printed double-sided on recycled paper. One (1) is labeled "Original" and five (5) are labeled "Copy". We have also included a Microsoft compatible format with the "Original".

- 4.1.4 Imaging Ready: All proposals are scanned into the Division of Purchasing and Materials Management imaging system after award of the RFP. In preparing their proposal, offerors should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

Read and agreed. We have endeavored to use "high contrast" graphics whenever possible. The proposals are in three-ring binders.

4.1.5 Proposal Security Deposit: The offeror must furnish a proposal security deposit in the form of an original bond (copies or facsimiles shall not be acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management before the time set to open the proposals. The proposal security deposit must be made payable to the State of Missouri in the amount of \$1,000.00. The Request for Proposal number must be specified on the proposal security deposit. Any proposal security deposit submitted shall remain in force until such time as the contractor submits a performance security deposit. Failure to submit a performance security deposit in the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the proposal security deposit.

Read and agreed. PCS has complied with the request for a Proposal Security Deposit. The original was inserted in the binder labeled "Original" immediately following the cover pages.

4.1.6 Attachments: The offeror is advised that attachments exist to this document which provide additional information and instruction for the offeror's reference. In the event this document was downloaded from the Division of Purchasing and Materials Management's Internet web site, the offeror must contact the buyer of record as indicated on the front page of this document to obtain copies of the attachments prior to submitting a proposal. It shall be the sole responsibility of the offeror to request the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachments.

Read and agreed. PCS has obtained copies of the attachments.

4.1.6.a Annual Wage Orders: The offeror is advised that prior to submitting a proposal, the offeror must review the annual wage order for each county proposed. The wage order(s) is available as an additional electronic link on the web page where the downloadable Request for Proposal is listed.

Read and agreed. PCS has reviewed the annual wage orders for each county proposed.

4.1.7 Open Records: The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

Read and understood.

4.1.8 Compliance with RFP Requirements and Terms and Conditions:

4.1.8.a. The offeror's response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall") including the RFP terms and conditions. The State of Missouri shall not award a noncompliant proposal.

Read and understood.

4.1.8.b. The offeror is further cautioned that when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, license agreements, etc., such terms and conditions usually include terms and conditions which conflict with the RFP, including the RFP terms and conditions. In such case, it is the responsibility of the offeror to reconcile such conflicting terms and conditions.

Read and understood.

4.1.8.b.1. If submitting preprinted terms and conditions, such pre-printed terms and conditions documents should be submitted in response to Exhibit D-4. **The offeror shall be required to do one of the following if pre-printed terms and conditions are submitted: (1) The offeror must clearly state on the first page of each of their pre-printed terms and conditions documents the following, "In the event of conflict between any of the ("name of offeror's company") terms and conditions and those contained in the RFP B2Z05070, the RFP shall govern" or (2) Sign Exhibit D-4 entitled "Addendum to the Offeror's Pre-Printed Terms and Conditions Documents".** Failing to place this statement on the offeror's pre-printed terms and conditions documents or not signing Exhibit D-4 and/or taking exception to the State's terms and conditions may render an offeror's proposal non-responsive and remove it from consideration for award.

Read and agreed.

4.1.10 Business Compliance: The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

Read and understood.

4.1.11 Tariffs: While the state does not preclude the offeror from basing the proposal on existing tariff(s) or from satisfying other state and/or federal obligations by filing a tariff as a result of the contract award. Offerors are hereby advised that such tariff(s) shall not govern the subsequent contract and the state will not include such tariff(s) in the award of the subsequent contract. The offeror is therefore advised not to include an existing tariff with the offeror's response to the RFP. In the event that the offeror includes a tariff with their response, the offeror shall reconcile any conflicting tariff requirements, terms and conditions and bring the tariff language into compliance with the RFP requirements.

Read and understood.

4.2 Proposal Evaluation and Award:

PARAGRAPH REVISED BY AMENDMENT #006

4.2.1 Evaluative Criteria: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

<i>Call Expense to Called Party</i>	55%
Experience.....	20%
Proposed Method of Performance	20%
MBE/WBE Participation	5%

Read and agreed. Please note the **PCS Full Rate Disclosure Plan** identifies **ALL** fees charged for calls. No "hidden fees" such as "bill statement fees" or "bill rendering fees" will be charged to either the offender or the called party.

PARAGRAPH REVISED AND RENUMBERED BY AMENDMENT #001

4.2.1.a. The cost evaluation for Basic OTS and Option 1 OTS will be based on the following estimated number of calls and minutes:

- Local Call:
Number of Calls.....**82,694**
 Number of Minutes Per Call.....2,879,329

- Intralata Call:
Number of Calls **852,445**
 Number of Minutes Per Call..... 17,833,842

- Interlata Call:
Number of Calls **714,599**
 Number of Minutes Per Call14,260,335

- Interstate Call:

Number of Calls.....121,160
Number of Minutes Per Call.2,178,294

NOTE: The above are estimates only. The State of Missouri will not guarantee any quantity of calls or minutes.

Read and agreed.

4.2.2 After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

Read and agreed. PCS looks forward to the opportunity to answer any questions and to present any additional information the agency may require.

4.2.3 The offeror may be required to provide a demonstration of his/her OTS capabilities at a site he/she deems appropriate and that is reasonably accessible to the evaluators. The demonstration should be constructed to both clarify and verify the offeror's response. Travel expenses incurred by evaluation team members will be the responsibility of the State of Missouri.

Read and agreed. PCS would be pleased to provide a demonstration of the capabilities of the Offender Telephone System.

4.2.4 The offeror may submit preprinted marketing materials with the proposal. However, the offeror is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

Read and agreed.

4.2.5 The offeror should present a detailed description of all products and services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

Read and agreed. PCS has endeavored to provide detailed, yet concise responses to the RFP. In several cases, we made reference to "attachments" which may be found at the end of this proposal and which we hope will provide additional information that may be of interest to the evaluators.

PARAGRAPH REVISED BY AMENDMENT #006

4.2.6 Subjective Evaluation

4.2.6.a. The evaluation of the offeror's experience as well as their proposed method of performance shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process and the proposed cost of International calls, will be used in the subjective evaluation.

Read and understood.

4.2.6.b. *The offeror's proposed MBE/WBE participation will be considered subjectively in the evaluation process.*

Read and understood.

4.2.6.b.1. *The offeror should carefully review the "Offeror Targets for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation" section of the RFP and complete the Participation Commitment and Documentation of MBE/WBE Participation Exhibits contained herein.*

PCS has carefully reviewed the "Offeror Targets for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation" section of the RFP and has completed the Participation Commitment and Documentation of MBE/WBE Participation Exhibits (Please see Exhibit E).

4.2.6.b.2. *The offeror should provide a description of the expertise and past performance history of the MBE/WBE firms proposed to provide services and/or products related to the requirements of this RFP.*

PCS has partnered with the following MBE/WBE firms to provide the products and services required by the RFP:

SHAWNTECH

The proposed maintenance and service subcontractor (ShawnTech Communications, Inc.) is an Ohio based Corporation with its principal location at One Aset Centre, suite 102

ShawnTech Communications Services, Inc. has provided installation and maintenance service in correctional facilities for over ten years, and is the current maintenance contractor for the MODOC.

Vandalia, Ohio 45377. ShawnTech is a certified Minority Business Enterprise (MBE). Lance S. Fancher (937) 898-4900 is President and CEO. ShawnTech Communications, Inc. has provided installation and maintenance services in correctional facilities for over ten years, and is the current maintenance contractor for the MODOC.

ShawnTech engineering expertise includes the design, installation and servicing of computer based digital network communications systems (and related peripheral components). ShawnTech specializes in the corrections marketplace, responsible for service and 24/7-problem resolution in 10 states covering over 350 State, County, and City correctional facilities. ShawnTech will:

1. Prepare implementation and Training Plan for computer based digital network communication systems (and related peripheral components). Design and implement a maintenance plan for computer based digital network communication systems (and related peripheral components).
2. Prepare and execute a transition & implementation plan for computer based digital network communication systems (and related peripheral components).
3. Provide an implementation team consisting of Project Managers, Manager of Inmate Field Operations; Microsoft NT trained Field Technical Engineers and a Dispatch Operation Center.

ShawnTech Communications, Inc. has provided maintenance, installation and project management services for the states and counties listed in the following table.

SHAWNTECH CLIENT LIST

Facility Name	No. of Facilities
Ohio DOC	30
Michigan DOC	53
Wisconsin DOC	34
Missouri DOC	20
New York DOC	70
Minnesota DOC	8
Virginia DOC	68
Florida County Jails	17
Ashland and Douglas Counties (WI)	2
Kentucky DOC	20
Florence County (WI)	1
Connecticut DOC	20
Richmond City (VA)	1
Oakland County (MI)	3
Waukesha County Jail (WI)	1
Milwaukee County (WI)	2
Pennsylvania DOC	19

ShawnTech Communications, Inc., was established in 1986 to provide reliable telecommunications services to both businesses and individuals. Over the years, their product offering has grown to include contract engineering, installation, maintenance services, and turnkey projects. Today ShawnTech's products and services span virtually the entire spectrum of telecommunications.

ShawnTech's dedicated professionals provide service and 24/7-problem resolution for over 300 state correctional facilities in nine states, including Missouri, Kentucky, Ohio, and Virginia. ShawnTech currently provides maintenance of the Missouri Department of Corrections existing offender telephone system and will help to ensure a smooth transition to the new Offender Telephone System. In its partnership with PCS, ShawnTech has also agreed to hire an additional technician to ensure an even higher level of service and response.

HUBER & ASSOCIATES

Huber & Associates, Inc., will contract with PCS to provide personal identification number (PIN) management services for Department of Corrections facilities throughout the State of Missouri. Our PIN management services will include the responsibilities and tasks outlined in this statement of work.

Huber & Associates had been a strategic technical solutions partner for the State of Missouri for almost 20 years. They have

Huber & Associates had been a strategic technical solutions partner for the State of Missouri for almost 20 years.

extensive experience with the Missouri Department of Corrections (DOC) and provide numerous customized I/T services for the agency. For example, Huber & Associates has written and continues to maintain the Institutions Canteen Point-of-Sale application,

which automatically debits offender's accounts. They also support the DOC's banking system and provide electronic information about offender accounts to third-party vendors.

The Canteen Point-of-Sale system is an integral part of the collection and transfer of PIN information, and will also be an essential component of the debit system implementation. Currently, offenders "purchase" their unique PIN numbers through the canteen system. These PIN numbers are captured on the DOC's computer systems and transmitted nightly and several times during each day to the current phone system vendor. This process has works well for the last several years and has provided convenience to the offenders, reduced the caseworker workload dealing with offender phone issues, and has ensured accuracy of data by avoiding redundant data entry. The process of obtaining the PINS via the canteen system has worked so well, in fact, that the Agency intends to implement the debit system via the canteen system, too.

Huber & Associates Corrections Client List:

Facility Name	No. of Facilities
State of Missouri Department of Corrections	20
State of Arkansas Department of Corrections	15

Huber & Associates has helped provide PIN administration services for the Missouri DOC for the past five years. During this period, they have implemented a number of time and resource saving tools that allowed them to not only meet the requirements of the contract, but also exceed requirements in a number of areas. For example, they have written special software to list and electronically transport

PIN changes, offender intake, releases, and movements from each correctional institution to a secure server at Huber & Associates' headquarters in Jefferson City. This electronic transmission software not only allows us to more quickly process the PIN information, but it greatly reduces the amount of customer involvement required.

In its partnership with PCS, Huber & Associates will continue in its current role of providing PIN Management Services to the agency. This will include Programming Services, PIN Administration and Debit System Integration with the existing Canteen system. Huber & Associates partnership with PCS will help to ensure that the State of Missouri Department of Corrections realizes its long-overdue goal of being able to offer Debit Calling to Offenders.

4.2.6.b.3. *An offeror's failure to provide any commercially useful MBE/WBE participation shall result in a score of 0 in this evaluation category. Offerors meeting or exceeding the 10% MBE and 5% WBE participation targets in accordance with the provisions outlined in the RFP shall receive the maximum points in this category. Lesser participation commitments shall receive a prorated share of the maximum points.*

PCS has committed to meeting or exceeding these targets and should therefore receive the maximum points.

4.2.7 Contract Award: The contract will be awarded on an all or none basis.

Read and understood.

4.3 **Competitive Negotiation of Proposals:**

4.3.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Read and understood.

4.3.1.a. Negotiations may be conducted in person, in writing, or by telephone.

Read and understood.

4.3.1.b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

Read and understood.

4.3.1.c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

Read and understood.

4.3.1.d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

Read and understood.

4.3.1.e. **NOTE:** The State intends to award a contract from this RFP without entering into competitive negotiations. Therefore offerors original submission should be submitted under the assumption that no competitive negotiations will be conducted. Consequentially, the offeror is strongly encouraged to resolve any potential compliance issues with the buyer prior to submitting their proposal.

Read and understood.

4.3.2 After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

Read and understood. PCS looks forward to answering any questions and providing an oral presentation at such a conference.

4.4 Offerors Response to Evaluative Criteria

4.4.1 Cost: The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. The price stated shall be the contractor's charge per minute and set-up charge, and shall be exclusive of any and all local, state and federal fees. All other applicable costs and expenses necessary to satisfy the requirements of the RFP must be included in the stated price. All prices quoted shall be firm, fixed for duration of the contract. ***The offeror shall provide the lowest firm fixed prices available to the called parties. Commissions from the call charges shall not be applicable nor shall any commission-like payments be made by the contractor to the State of Missouri or any other entity or party. In lieu of commission-like revenue received by the State of Missouri, the offeror should propose contract costs that take commissions otherwise paid and offset the contract costs to the called party.*** Unless stated herein, the state shall assume that absolutely no other costs, charges, or fees will be assessed to the state, the offender or the called party whatsoever, and that no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

- Read and understood. PCS has provided the requested Pricing information in Exhibit A.

4.4.2 Experience: The offeror should provide information relative to the offeror's proposed experience, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for purposes of evaluating the offeror's experience.

- Read and agreed. Please see Exhibit B for information relating to PCS' experience and qualification.

4.4.3 Proposed Method of Performance: The offeror should provide information relative to the offeror's proposed method of performance, especially information as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the offeror's proposed method of performance.

- Read and agreed. PCS has provided the requested information on our Proposed Method of Performance in Exhibit C.

4.5 Other Requested Information:

4.5.1 The offeror should respond to the information requested in Exhibit D - Other Information

- Read and agreed. PCS is pleased to provide the agency with additional information relevant to our proposal in Exhibit D.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

- Read and understood.

5. OFFEROR TARGETS FOR MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS ENTERPRISE (WBE) PARTICIPATION

5.1 Participation:

5.1.1 *In order for the Division of Purchasing and Materials Management to meet the provisions of Executive Order 05-30, it is desired the offeror secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the state are 10% MBE and 5% WBE of the total dollar value of the contract. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. In order to be considered as meeting these targets, the MBE/WBEs must be qualified at the time the proposal is submitted.*

PCS has read, understands and will comply. All MBE/WBEs in our RFP response are fully certified with the State of Missouri.

5.2 Definition – Qualified MBE/WBE

5.2.1 *MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).*

PCS understands and agrees with the definition of MBE/WBE as stated above.

5.3 Offerors Qualifying as MBE/WBE:

5.3.1 *MBE/WBEs submitting proposals can meet the MBE or WBE participation targets by completing the Documentation of MBE/WBE Participation exhibit and verifying their certification by the OEO as an MBE or WBE. Note: Portions of the contract that will be performed by businesses which do not qualify as MBEs or WBEs will not be considered as MBE/WBE participation.*

Read and understood.

5.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities:

5.4.1 *This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFP. Offerors can meet the participation targets through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all inclusive, nor is it intended to limit the offeror to utilize the participation in the manner identified.*

- *Installation of systems, components*
- *Maintenance*
- *System Diagnostics*

Read and understood. Please refer to Section 4.2.6.b.2 for a description of the services to be performed by MBE/WBEs Huber & Associates and ShawnTech.

5.5 Resources:

5.5.1 *A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at [http://www.oa.mo.gov/oeo/Supplier Diversity Program.html](http://www.oa.mo.gov/oeo/Supplier_Diversity_Program.html) or by contacting the Supplier Diversity Program at:*

*Office of Administration
Office of Supplier and Workforce Diversity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078*

PCS recognizes the value of this list as a potential resource in locating qualified MBE/WBEs.

5.6 Participation Commitment:

5.6.1 *To identify each proposed MBE and WBE, the offeror should complete the Participation Commitment exhibit which is located in the Exhibit section of this RFP.*

PCS has read, understands and will comply. Please see Exhibit E.

5.7 Documentation of MBE/WBE Participation:

5.7.1 *The offeror should insure that each MBE and WBE listed in the Participation Commitment exhibit completes a Documentation of MBE/WBE Participation exhibit which is located in*

the Exhibit section of this RFP. Each completed Documentation of MBE/WBE Participation exhibit should be submitted by the offeror with the proposal. The percentage level of MBE/WBE participation committed to by the offeror in the Participation Commitment exhibit and verified in the Documentation of MBE/WBE Participation exhibit, shall be interpreted as a contractual requirement.

PCS has submitted the required documentation in Exhibit E.

5.8 *Evaluation of the Proposal:*

5.8.1 *The participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the subjective evaluation as documented in the evaluation process.*

Read and understood.