



June 16, 1997

Mr. Jerome D. Moynihan, C.P.M., CPPO
Administrator of Purchasing Systems
State of Rhode Island
Department of Administration
Division of Purchases
One Capitol Hill
Providence, Rhode Island 02908

Dear Mr. Moynihan:

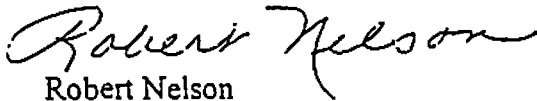
Lucent Technologies is pleased to present the following proposal to the State of Rhode Island, Department of Corrections for an Administrative and Inmate Calling System. The systems are designed to improve management and control over administrative and inmate telephone usage. Lucent Technologies is responding as the prime contractor with NYNEX, AT&T, and T-NETIX as the subcontractors.

Lucent Technologies will provide the Department of Corrections a new, state-of-the-art telecommunications system with voice processing and call accounting which includes the safety and security features that are required in the prisons throughout the country, with new inside and outside communication infrastructure, a prisoner coinless payphone, call monitoring and recording system for the Howard Center Complex in exchange for the revenues associated with the inmate pay phone traffic supplied by AT&T and NYNEX. The contract period for this arrangement will be Ten years. Lucent Technologies will continue the payment of \$117,500.00 per quarter in commissions to the inmate fund made payable to the Rhode Island Department of Corrections as required in RFP#1752 section 1.2 paragraph 2. Also, as required in RFP#1752 section 7.3 Lucent Technologies will upon the completion of the ten year period transfer all ownership rights to the equipment and infrastructure installed under the contract to the Rhode Island Department of Corrections for the sum of \$1.00.

The inmate pay phone traffic charges will be billed in accordance with the modifications from the State to RFP#1752. NYNEX will bill a surcharge of \$1.80 instate calling and AT&T will bill a \$3.00 surcharge on out of state calls. NYNEX and AT&T will bill their prevailing tariff on usage, as approved by the Public Utilities Commission, with the understanding that it may change over time.

The compliance with RFP#1752 was made possible through the teaming arrangement between Lucent Technologies, NYNEX, AT&T and T-NETIX. We look forward to implementing this solution as soon as possible. Please contact me at 553-1933 with your decision.

Sincerely,

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

Robert Nelson
Senior Marketing Representative

EXHIBIT A

The State's RFP Number 1752

Lucent will supply additional copies of RFP 1752 as required by the State.

EXHIBIT B

**Lucent's Proposals, dated
March 27, 1997 (Technical) and June 16, 1997 (Financial)**

Lucent will supply additional technical proposals to the State as required.

EXHIBIT C

Equipment List

Rhode Island Department of Corrections

PEC	Qty	Description
6950-ET7		1 715 BCS Terminal - White
1264-008		1 SIZE SEN 301-
1264-009		1 SIZE SEN 401-
1264-010	18	SZ SENSTVE 50
1264-011	4	SIZE SENSITIV
1264-AM		1 Definity Generic 3r Audible Message Waiting
1264-ARS		1 Automatic Route Selection Software
1264-AUC		1 Authorization Code Software
1264-FEA		1 Forced Entry of Account Codes Software
1264-RS5		1 G3RV5 VAS RTU
1264-UDP		1 G3r Uniform Dial Plan Software
69641		1 6306 Parallel Interface
69769		1 80 Column Parallel Printer
3235-05B	80	8410 Digital Voice Terminal w/Display
3236-09B	40	8434DX Terminal with Local Power (Black)
1533-M50		1 G3RV5 3YR MTC
32318		1 Attendant Selector Console Black
3274-10B		1 Attendant Console (2-wire)
1505-3MF		1 G3RV5DPX3YRMT
2725-18C		1 M25B RS232C Cord - 10'
3122-020		1 Unversal Modular Amplifier (Headset)
3122-040		1 Universal Supra Top Headset
24023		7 7 Amp/Hour Battery Cabinet
2403-208		1 8 KVA Enhanced Uninterruptible Power System (UPS)
62517		1 MUSIC-HOLD IN
6300-07C		1 G3r Model 7C
63115	4	CO Trunk Interface
63118	1	Auxiliary Trunk Interface (TN763C)
63130	1	Data Line Interface (TN726)
63136	27	16 Port Analog Interface (TN746B)
63141	1	Announcement Board (TN750)
63148	1	BCS Security
63150	1	Universal Coupler
63156	1	DS1/DMI Trunk Interface (TN767)
63185	5	120A1 CSU Module
63190	80	I/O Cable Standard 10-100 Ft
63210	2	Switchroom Sneak Fuse
63212	5	Switchroom 188B1 Administration Field
63213	1	Switchroom Auxiliary Field
63214	4	Switchroom 1 Pair Jumper Wire
63215	1	Switchroom 2 Pair Jumper Wire
63216	8	Switchroom 110 AC Administration Field
63297	10	Short Range Transceiver
63300	9	Fiber Optic Cable
63302	2	Cable Slack Manager
63310	1	G3r Switch Node Carrier
63316	4	Universal DS-1 Interface

Rhode Island Department of Corrections

63317	1 Packet Gateway
63318	1 Packet Data Interface
63322	1 Switch Node Clock
63324	2 G3r PPN Disk Drive
63325	1 G3r Duplicated Processor
63335	3 Expansion Interface
63336	11 Switch Node Interface
63502	1 EPN Multi Model 2
63527	2 ADD'L MEMORY
63869	11 TN2224 24PT 2
65262	5 Emergency Transfer Panel
3101-KBW	6 Touch Tone Dial Wall Set
3101-KFD	100 2500 Feature Terminal
3193-001	20 8110 Analog Voice Terminal
3235-05B	120 8410 Digital Voice Terminal w/Display
3236-09B	40 8434DX Terminal with Local Power (Black)
2403-507	1 3000VA UPS/20
24433	1 UPS ALARM INT
24453	1 EXT BATT CAB
63115	4 CO Trunk Interface
63136	8 16 Port Analog Interface (TN746B)
63190	35 I/O Cable Standard 10-100 Ft
63210	2 Switchroom Sneak Fuse
63212	2 Switchroom 188B1 Administration Field
63214	2 Switchroom 1 Pair Jumper Wire
63216	4 Switchroom 110 AC Administration Field
63297	1 Short Range Transceiver
63300	1 Fiber Optic Cable
63302	1 Cable Slack Manager
63335	1 Expansion Interface
63602	1 EPN Single Model 2
63869	14 TN2224 24PT 2
3101-KBW	6 Touch Tone Dial Wall Set
3101-KFD	6 2500 Feature Terminal
3235-05B	48 8410 Digital Voice Terminal w/Display
3236-09B	28 8434DX Terminal with Local Power (Black)
2403-507	1 3000VA UPS/20
24433	1 UPS ALARM INT
24453	1 EXT BATT CAB
63115	2 CO Trunk Interface
63136	12 16 Port Analog Interface (TN746B)
63190	35 I/O Cable Standard 10-100 Ft
63210	1 Switchroom Sneak Fuse
63212	3 Switchroom 188B1 Administration Field
63213	1 Switchroom Auxiliary Field
63214	2 Switchroom 1 Pair Jumper Wire
63216	4 Switchroom 110 AC Administration Field
63297	1 Short Range Transceiver
63300	1 Fiber Optic Cable

Rhode Island Department of Corrections

63302	1 Cable Slack Manager
63335	1 Expansion Interface
63602	1 EPN Single Model 2
63869	4 TN2224 24PT 2
65262	2 Emergency Transfer Panel
3101-KBW	16 Touch Tone Dial Wall Set
3101-KFD	6 2500 Feature Terminal
3235-05B	72 8410 Digital Voice Terminal w/Display
3236-09B	52 8434DX Terminal with Local Power (Black)
2403-507	1 3000VA UPS/20
24433	1 UPS ALARM INT
24453	1 EXT BATT CAB
63115	2 CO Trunk Interface
63136	11 16 Port Analog Interface (TN746B)
63190	35 I/O Cable Standard 10-100 Ft
63210	1 Switchroom Sneak Fuse
63212	3 Switchroom 188B1 Administration Field
63213	1 Switchroom Auxiliary Field
63214	2 Switchroom 1 Pair Jumper Wire
63216	4 Switchroom 110 AC Administration Field
63297	1 Short Range Transceiver
63300	1 Fiber Optic Cable
63302	1 Cable Slack Manager
63335	1 Expansion Interface
63602	1 EPN Single Model 2
63869	11 TN2224 24PT 2
65262	2 Emergency Transfer Panel
3101-KBW	16 Touch Tone Dial Wall Set
3101-KFD	6 2500 Feature Terminal
3235-05B	64 8410 Digital Voice Terminal w/Display
3236-09B	48 8434DX Terminal with Local Power (Black)
2403-507	1 3000VA UPS/20
24433	1 UPS ALARM INT
24453	1 EXT BATT CAB
63115	2 CO Trunk Interface
63136	12 16 Port Analog Interface (TN746B)
63190	35 I/O Cable Standard 10-100 Ft
63210	1 Switchroom Sneak Fuse
63212	3 Switchroom 188B1 Administration Field
63213	1 Switchroom Auxiliary Field
63214	2 Switchroom 1 Pair Jumper Wire
63216	4 Switchroom 110 AC Administration Field
63297	1 Short Range Transceiver
63300	1 Fiber Optic Cable
63302	1 Cable Slack Manager
63335	1 Expansion Interface
63602	1 EPN Single Model 2
63869	10 TN2224 24PT 2
65262	2 Emergency Transfer Panel

Rhode Island Department of Corrections

3101-KBW	16 Touch Tone Dial Wall Set
3101-KFD	6 2500 Feature Terminal
3235-05B	72 8410 Digital Voice Terminal w/Display
3236-09B	52 8434DX Terminal with Local Power (Black)
2403-507	1 3000VA UPS/20
24433	1 UPS ALARM INT
24453	2 EXT BATT CAB
24456	1 120DC EXT BAT
63115	2 CO Trunk Interface
63136	12 16 Port Analog Interface (TN746B)
63190	35 I/O Cable Standard 10-100 Ft
63210	1 Switchroom Sneak Fuse
63212	3 Switchroom 188B1 Administration Field
63213	1 Switchroom Auxiliary Field
63214	2 Switchroom 1 Pair Jumper Wire
63216	4 Switchroom 110 AC Administration Field
63297	1 Short Range Transceiver
63300	1 Fiber Optic Cable
63302	1 Cable Slack Manager
63335	1 Expansion Interface
63602	1 EPN Single Model 2
63869	11 TN2224 24PT 2
65262	2 Emergency Transfer Panel
3101-KBW	16 Touch Tone Dial Wall Set
3101-KFD	6 2500 Feature Terminal
3235-05B	72 8410 Digital Voice Terminal w/Display
3236-09B	36 8434DX Terminal with Local Power (Black)
2403-507	1 3000VA UPS/20
24433	1 UPS ALARM INT
24453	1 EXT BATT CAB
63115	2 CO Trunk Interface
63136	11 16 Port Analog Interface (TN746B)
63190	35 I/O Cable Standard 10-100 Ft
63210	1 Switchroom Sneak Fuse
63212	3 Switchroom 188B1 Administration Field
63213	1 Switchroom Auxiliary Field
63214	2 Switchroom 1 Pair Jumper Wire
63216	4 Switchroom 110 AC Administration Field
63297	1 Short Range Transceiver
63300	1 Fiber Optic Cable
63302	1 Cable Slack Manager
63335	1 Expansion Interface
63602	1 EPN Single Model 2
63869	9 TN2224 24PT 2
65262	2 Emergency Transfer Panel
3101-KBW	16 Touch Tone Dial Wall Set
3101-KFD	6 2500 Feature Terminal
3235-05B	24 8410 Digital Voice Terminal w/Display
3236-09B	18 8434DX Terminal with Local Power (Black)

Rhode Island Department of Corrections

2403-507	1 3000VA UPS/20
24433	1 UPS ALARM INT
63115	2 CO Trunk Interface
63136	6 16 Port Analog Interface (TN746B)
63190	17 I/O Cable Standard 10-100 Ft
63210	1 Switchroom Sneak Fuse
63212	2 Switchroom 188B1 Administration Field
63213	1 Switchroom Auxiliary Field
63214	2 Switchroom 1 Pair Jumper Wire
63216	3 Switchroom 110 AC Administration Field
63297	1 Short Range Transceiver
63300	1 Fiber Optic Cable
63302	1 Cable Slack Manager
63335	1 Expansion Interface
63601	1 EPN Single Carrier Cabinet
63869	4 TN2224 24PT 2
65262	2 Emergency Transfer Panel
3101-KBW	16 Touch Tone Dial Wall Set
3235-05B	40 8410 Digital Voice Terminal w/Display
3236-09B	18 8434DX Terminal with Local Power (Black)
2403-507	1 3000VA UPS/20
24433	1 UPS ALARM INT
63115	2 CO Trunk Interface
63136	7 16 Port Analog Interface (TN746B)
63190	17 I/O Cable Standard 10-100 Ft
63210	1 Switchroom Sneak Fuse
63212	2 Switchroom 188B1 Administration Field
63213	1 Switchroom Auxiliary Field
63214	2 Switchroom 1 Pair Jumper Wire
63216	3 Switchroom 110 AC Administration Field
63297	1 Short Range Transceiver
63300	1 Fiber Optic Cable
63302	1 Cable Slack Manager
63335	1 Expansion Interface
63601	1 EPN Single Carrier Cabinet
63869	5 TN2224 24PT 2
65262	2 Emergency Transfer Panel
3101-KBW	16 Touch Tone Dial Wall Set
3101-KFD	6 2500 Feature Terminal
1253-DAT	1 DA RTU ACT W/
31932	1 8100 Voice Terminal Designation Card
32304	1 8410/8510 Designation Cards
32311	2 10 Button Designation Cards (Package of 108)
32315	2 10/24 Button Designation Card (Package of 25)
32316	3 10/24 Button Designation Card (Package of 100)

Rhode Island Department of Corrections - Intuity Voice Mail System

PEC	Qty	Description
69641	1	6306 Parallel Interface
69769	1	80 Column Parallel Printer
7059-AD1	1	IA R4 MAP100
70656	1	REDUNDANT PWR
70823	1	INTUITY T/R Distribution Hardware MAP 100
70843	1	INTUITY 356B Adapter
70849	6	INTUITY IVC6 6-Channel Analog Circuit Board
70850	1	DCIU Integration Board/Software
70851	2	PORT LINE INT
70922	2	220/270 HR DS
70925	1	2GB BLNK DATA
1256-DC1	1	INTUITY DCIU Switch Integration Software
1256-M00	22	RTU DM 5HR/10
1256-S00	18	INTUITY 100 Hours Additional Storage
1256-VP2	20	AUDIX - Right to Use Two Voice Ports
1259-VS1	1	IA RTU SFT CA
1562-M32	1	INTUITY AUD U
70840	1	AUDIX R4.0 TA
65399	1	Isolating Data Interface
70308	1	Cable Connection Assembly
70780	1	IAR4 CUSTOMER
1416-002	1	INTUITY/DEF A
1476-002	1	INT AUDIX SYS

STOFRI1.XLS

	A	B	D	E	F	G
	ME	FIBER			Date:	3/13/97
2	Client Name:	STATE OF RHODE ISLAND				
3		DEPARTMENT OF CORRECTIONS				
4						
5	COMCODE	DESCRIPTION	QTY			
6	106896947	LIU, 100A3-LIU (12)	10			
7	105535926	LIU, 200A-LIU (24)	6			
8	106266901	LIU, 400 A (48)	2			
9	106191695	LST1F-072/7 (72)	17			
10	104141858	Panels, 10A, (6 pack)	32			
11	105276570	Panel, 10A blank, F86AK8612	1			
12	105428486	Panel, connector, 1000ST (12)	20			
13	104148028	Coupling, C2000A-2	2400			
14	105143911	Connector, STII, P2020C-C125, ext	2400			
15	105501415	Consumables, ST, D-182038 kit	24			
16	106331390	3DNX-012-HXM, non-metallic	16000			
17	106331457	3DNX-024-HXM, non-metallic	12000			
18	106331572	3DNX-048-HXM, non-metallic	4000			
19		3DNX-96-HXM, non-metallic	32000			
20		TYPE B 4" CONDUIT	96000			
21		FODuct 6 HOLE	48000			
22	106583917	ANMW 50 PAIR	12000			
23	106583933	ANMW 100 PAIR	4000			
24	106086804	188ECA1-050G PROTECTOR	20			
25	106086796	188ECA1-100G PROTECTOR	12			
26	104401856	4B1E-W PROTECTOR UNIT	2200			
27		J-4 MANHOLE	12			
28		PULL BOX	54			
29		MANHOLE COVER	65			
30		LOCKING MAN HOLE COVER	20			
31	106300106	1010 CAT-3 PVC WHITE	208000			
32	107091936	1061 CAT-5 PVC GRAY	153000			
33	107251696	1061 CAT-5 PVC BLUE	183000			
34	106463722	M12A-246 DUPLEX F/P	100			
35	106463581	M13A-246 TRIPLEX F/P	750			
36	107321739	M18H-H-262 CAT-3 WHITE 568B	750			
37	107565772	MPS100BH1-270 GRAY 568A	1350			
38	107565566	MPS100BH-318 BLUE 568B	1350			
39	104206701	630B WALL PLATE	200			
40	106930241	1100CAT5-24	20			
41	106930308	1100CAT5-48	34			
42	106930258	1100CAT5-24A	20			
43	106930316	1100CAT5-48A	34			
44	106830615	1100D1-35-19 CORD ORGANIZER	56			
45	106830573	1100C1-35-19 WALL ADAPTER	25			
46	106830581	1100C1-70-19 WALL ADAPTER	56			
47	107058943	110AB2-300FT	50			
48	105317549	Buffer Tube D-181755	6			

T-NETIX, INC
 6675 SO. KENTON ST.
 ENGLEWOOD, CO 80111
 (303) 790-9111

RHODE ISLAND DOC

STATIONS: 278

DESCRIPTION	PART NUMBER	QTY REQ'D	NOTES
CPU HOST	0500019.01	3	
CPU ADMIN.	0500019.01	1	
LAN MUX ASSEY	0502115.00	24	
PII CARDS	050340X.11	278	
PII CARD CAGE	0502111.00	24	
UPS	7000016.00	1	
FRAD 9703	7000021.21	1	
CABLE. D69/D625	7000020.50	3	
TOOL KIT	0700100.10	1	
CABLE. FIBER 1'	2000071.01	25	
CABLE. FIBER 5'	2000071.05	3	
BLOCK 66	3500128.00	48	
BLOCK COVER	3500128.01	48	
BRIDGE CLIPS	3500128.02	50	
BLOCK STANDOFF	3500128.11	48	
D RINGS	3500129.02	30	
JACK 4 COND	3500146.00	3	
JACK 5 COND	3500146.10	1	
TELCO CABLE LOCKS	3500264.00	115	
FUSE	3650003.00	5	
WIRE X-CONNECT	3700242.01	1	
TY-WRAPPS	3720007.00	100	
CORD BASE 14'	3730001.14	1	
TELEPHONE	5200121.02	1	
TAPE	5200302.00	1	
CABLE. PRINTER	7000050.07	1	
KEYBOARD	7000050.06	4	
POWER STRIP	7000050.14	4	
SUPER SVGA MONITOR	7000050.26	1	
PRINTER	7000050.29	1	
CABLE. TELCO 100'	7000052.00	46	
CABLE. TELCO 2'	7000052.02	23	
DATA SWITCH A/B	7000053.01	1	
DATA SWITCH A/B/C/D	7000053.02	0	
CABLE. MONITOR	7000053.06	2	
RELAY RACK	7000084.19	3	
DISKS	9000003.00	5	

EXHIBIT D

Unit Price list

PRICING REPORT

07/09/97 14:15

Page: 1

ef # 4301708 Config # 5 RHODE ISLAND, STATE OF

CPS Proj Code:

ystem ID: MISC-ADD

Quote Exp Date: 09/08/97

Code	Qty	Description	Purchase \$	Install \$	Mo Maint \$
264-011A	1	SIZE SENSITIV	4500.00	0.00	0.00
403-507A	1	3000VA UPS/20	4192.00	300.00	73.25
4433A	1	UPS ALARM INT	147.05	70.00	0.00
4453A	1	EXT BATT CAB	3280.00	60.00	57.00
725-18C	1	SAT CABLE H60	18.00	7.00	0.00
101-KBDA	1	BASIC 2500 DE	40.92	14.50	1.15
101-KBWA	1	TT DIAL WALL	53.94	14.50	0.85
122-020A	1	MOD HEADSET A	65.10	18.50	0.00
122-040A	1	SUPRA HEADSET	119.97	18.50	0.00
192-101A	1	8101 ANALOG T	68.00	16.00	1.00
2318A	1	DXS BLACK	1000.00	40.00	0.00
234-04BA	1	8410 DIGITAL	272.00	87.00	1.20
236-09BA	1	8434DX TRM W/	880.00	87.00	1.20
274-10BA	1	302B1 CONSOLE	1880.00	140.00	0.00
3115A	1	CO TRUNK INTE	1716.00	92.00	16.00
3118A	1	AUX TRUNK INT	1264.00	92.00	8.00
3136A	1	16 PT ANLG IN	3408.00	120.00	32.00
3141A	1	ANNOUNCEMENT	5544.00	180.00	0.00
3155	1	SM/MED PORT C	10400.00	1595.00	0.00
3156A	1	DS1/DMI TK IN	3384.00	140.00	48.00
3185A	1	120A1 CSU MOD	2208.00	120.00	15.00
3316A	1	DS1 INTFC FOR	4220.00	140.00	48.00
3322A	1	SWITCH NODE C	1040.00	120.00	0.00
3335A	1	EXP INTERFACE	4144.00	0.00	0.00
3336A	1	SWITCH NODE I	4560.00	120.00	0.00
3332A	1	CALL CLASSIFI	1848.00	120.00	0.00
3701A	1	EPN SINGLE MO	10580.00	2990.00	50.00
3702A	1	EPN SINGLE MO	20700.00	4360.00	50.00
63869A	1	TN2224 24PT 2	5144.00	138.00	48.00
65262A	1	EMERGENCY TRN	768.00	470.00	0.00
65524A	1	FACILITY TEST	1564.00	230.00	0.00
6950-ET7	1	715BCS TERM W	803.20	125.00	6.60
69641	1	6306 PAR INTE	39.20	10.00	0.00
69769	1	80 COL PAR PR	356.00	50.00	8.00
70649A	1	INTUITY IVC6	3552.00	240.00	25.00

Sub-Total \$

103759.39

12325.00

490.25

Total \$

116084.39

Shipping \$

1286.36

Total Purchase Price \$

117370.75

EXHIBIT E

Project Implementation Schedule & Responsibilities List

PROJECT MILESTONE AND RESPONSIBILITIES

Customer Name: STATE OF RHODE ISLAND/DEPT OF CORRECTIONS	Equipment to be installed:	Page 1 of 1
Address: 600 NEW LONDON AVE	G3R	Contract Serial No.
	INTUITY	Project Code: 97AL0176
CRANSTON, RHODE ISLAND 02920	UPS	Project Manager's Telephone No. 401-553-1988

MILESTONE	MUTUAL AGREED UPON		RESPONSIBILITY	
	START DATE	FINISH DATE	CUSTOMER	AT&T
CUSTOMER CONTRACT RETURN DATE		07/29/97	.	
CUSTOMER PROJECT COORDINATOR IDENTIFIED DATE		07/29/97	.	
TRAINING		08/25/97	.	.
FEATURE TRAINING DATES				
SYSTEMS ADMINISTRATOR TRAINING DATES		TBD	.	.
LOCATION			.	.
ADJUNCTS/OTHER TRAINING DATES		TBD	.	.
COURSE NAME:				
LOCATION			.	.
COURSE NAME			.	.
LOCATION			.	.
CUSTOMER DEPARTMENTAL COORDINATORS IDENTIFIED DATE		08/25/97	.	
SOFTWARE REVIEW DATES	08/25/97	09/05/97	.	.
STATION REVIEWS				
SYSTEM, NETWORK, TRUNKING REVIEWS	08/25/97	09/05/97	.	.
CHANGE CONTROL DATE		TBD	.	.
WIRE				
SYSTEM HARDWARE/SOFTWARE		09/05/97	.	.
CHANGE ORDER FORM RETURN DATE		09/12/97	.	.
WIRE				
SYSTEM HARDWARE/SOFTWARE		09/12/97	.	.
EQUIPMENT ROOMS READY DATE		09/22/97	.	
CUSTOMER PROVIDED DISTRIBUTION SYSTEMS INSTALLED AND TESTED DATE		09/22/97	.	
OTHER CUSTOMER PROVIDED EQUIPMENT INSTALLED AND TESTED DATE		09/22/97	.	
DELIVERY DATE		10/03/97	.	
INSTALLATION START DATE		10/03/97	.	.
END USER TRAINING DATES	10/20/97	11/14/97	.	.
TOTAL TRAINING HOURS: 170 HOURS				
NETWORK FACILITIES INSTALLED DATE		10/03/97	.	
HELP DESK ESTABLISHED DATE		11/24/97	.	
IN SERVICE DATE		11/24/97	.	.

(Authorized Customer Signature)

(Typed or Printed Name)

(Date)

Richard A. Weigert
(AT&T Project Manager's Signature)

Richard A. Weigert

(Typed or Printed Name)

(Date)

EXHIBIT F

Training

Training

All training will be completed as agreed to in RFP 1752.

EXHIBIT G

Internal Revenue Form W-9

Request for Taxpayer Identification Number and Certification

Give this form to
 the requester. Do
NOT send to IRS.

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)
LUCCENT TECHNOLOGIES

Business name (Sole proprietors see instructions on page 2.) (If you are exempt from backup withholding, complete this form and enter "EXEMPT" in Part II below.)

Address (number and street)
500 RICHMOND ST.

City, state, and ZIP code
PROV. RI 02903

List account number(s); here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Obtain a TIN below.

Social security number
 | | | | | | | | | |

OR

Employer identification number
212-3140181857

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II For Payees Exempt From Backup Withholding (See Exempt Payees and Payments on page 2)

Requester's name and address (optional)

Certification.—Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Signing the Certification on page 2.)

Here Signature Robert Nelson Date 7-14-97

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must obtain your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. Use Form W-9 to furnish your correct TIN to the requester (the person asking you to furnish your TIN) and, when applicable, (1) to certify that the TIN you are furnishing is correct (or that you are waiting for a number to be issued), (2) to certify that you are not subject to backup withholding, and (3) to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form.

How To Obtain a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

To complete Form W-9 if you do not have a TIN, write "Applied for" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have

60 days to obtain a TIN and furnish it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN to the requester. For reportable interest or dividend payments, the payer must exercise one of the following options concerning backup withholding during this 60-day period. Under option (1), a payer must backup withhold on any withdrawals you make from your account after 7 business days after the requester receives this form back from you. Under option (2), the payer must backup withhold on any reportable interest or dividend payments made to your account, regardless of whether you make any withdrawals. The backup withholding under option (2) must begin no later than 7 business days after the requester receives this form back. Under option (2), the payer is required to refund the amounts withheld if your certified TIN is received within the 60-day period and you were not subject to backup withholding during that period.

Note: Writing "Applied for" on the form means that you have already applied for a TIN OR that you intend to apply for one in the near future.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

What Is Backup Withholding?—Persons making certain payments to you after 1992 are required to withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest,

dividends, broker and barter exchange transactions, rents, royalties, nonemployee compensation, and certain payments from fishing boat operators, but do not include real estate transactions.

If you give the requester your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS notifies the requester that you furnished an incorrect TIN, or
- You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
- You do not certify your TIN. This applies only to reportable interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

Except as explained in 5 above, other reportable payments are subject to backup withholding only if 1 or 2 above applies. Certain payees and payments are exempt from backup withholding and information reporting. See Payees and Payments Exempt From.

EXHIBIT H

Performance Bond and Labor Materials Bond



ST. PAUL FIRE & MARINE INSURANCE COMPANY
 St. Paul, Minnesota
 ST. PAUL MERCURY INSURANCE COMPANY
 St. Paul, Minnesota
 ST. PAUL GUARDIAN INSURANCE COMPANY
 St. Paul, Minnesota
 A Capital Stock Company

PAYMENT BOND

Bond No. JX0051

AIA Document A312

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Lucent Technologies Inc.
 222 Richmond Street
 Providence, RI 02903

SURETY (Name and Principal Place of Business):

St. Paul Fire & Marine Insurance Company
 199 Water Street
 New York, NY 10038

OWNER (Name and Address):

State of Rhode Island/Dept. of Corrections
 40 Howard Avenue
 Cranston, RI

CONSTRUCTION CONTRACT

Date: 7/11/97

Amount: \$4,000,000.

Description (Name and Location): Communication System for Dept. of Corrections

BOND

Date (Not earlier than Construction Contract Date): July 11, 1997

Amount: \$2,000,000.

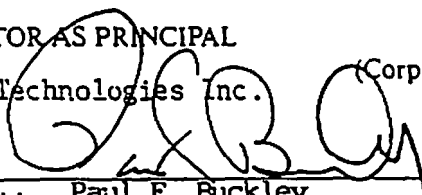
Modifications to this Bond:

None

See Page 6

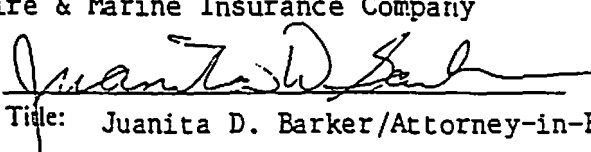
CONTRACTOR AS PRINCIPAL

Company: Lucent Technologies Inc. (Corporate Seal)

Signature: 
 Name and Title: Paul F. Buckley
 Asst. Secy.

SURETY

Company: St. Paul Fire & Marine Insurance Company (Corporate Seal)

Signature: 
 Name and Title: Juanita D. Barker/Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Sedgwick
 1290 Ave of the Americas
 New York, NY 10104

(212) 830-1000

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 15 **DEFINITIONS**
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

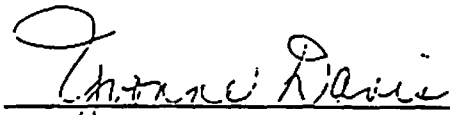
ACKNOWLEDGMENT FORM

CORPORATE

STATE OF New Jersey

COUNTY OF Union

On the 3rd day of July 1997 before me personally appeared Paul F. Buckley, to me known, who, being by me first duly sworn, did depose and say that he resides in Berkeley Heights; that he is the Assistant Secretary of Lucent Technologies, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and authority.



YVONNE DAVIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 15, 2002

SURETY ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

On July 11, 1997, before me personally came JUANITA D. BARKER, to me known who being by me duly sworn did depose and say that he resides in Astoria New York, that he is Attorney-in-fact of CT OAK FIRE & MARINE INSURANCE COMPANY, the corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the said company has received from the Superintendent of Insurance of the State of New York, and that such certificate has not been revoked.

Diana P. Figueroa
Notary Public

DIANA P. FIGUEROA
NOTARY PUBLIC, State of New York
No. 01F15065024
Qualified in Bronx County
Commission Expires Sept. 3, 1998

Surety

CERTIFIED
COPY NO.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 1-800-421-3880 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

1977244

F-14754

GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

NOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

Juanita D. Barker, Minnie Cortes, Mariagrace Egan, John D. Miller, Harry A. Dinger, Jr., individually, New York, New York

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

NOT TO EXCEED IN PENALTY THE SUM OF FIVE MILLION DOLLARS (\$5,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V.-Section 6(C), of the By-Laws adopted by the Shareholders of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 28th day of April, 1978, of which the following is a true transcript of said Section 6 (C):

- "The President or any Vice President, Assistant Vice President, Secretary or Service Center General Manager shall have power and authority
- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
 - (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
 - (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 30th day of November, A.D. 1990.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY



STATE OF NEW JERSEY } ss.
County of Somerset

[Signature]
KENNETH J. RYAN, Secretary

On this 3rd day of March, 19 97, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the township of Bedminster, New Jersey, the day and year first above written.



[Signature]
LINDA SMETHERS, Notary Public, Middlesex, NJ
My Commission Expires December 16, 2001

CERTIFICATION

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



IN TESTIMONY WHEREOF, I have hereunto set my hand this

11th day of July, 1997

[Signature]
MICHAEL W. ANDERSON, Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

Financial Statement - June 30, 1996

St. Paul Fire and Marine Insurance Company

<u>Assets</u>		<u>Liabilities, Surplus & Other Funds</u>	
Bonds	\$ 7,265,074,603	Losses	\$ 5,964,564,762
Stocks	2,221,834,796	Reins. Payable on Paid Losses	11,653,487
Mortgage Loans	24,000,000	Loss Adjustment Expenses	1,223,138,322
Real Estate	441,520,658	Contingent Commissions	23,357,012
Collateral Loans	269,418	Other Expenses	169,989,761
Cash on Hand/Deposit	12,963,699	Taxes, Licenses and Fees	3,101,148
Short Term Investments	314,638,743	Federal & Foreign Income Taxes	160,402,628
Other Invested Assets	459,286,366	Unearned Premiums	1,517,332,010
Fixed Income call option	118,764	Dividends Unpaid - Policyholders	15,041,015
Agmt's Balances	892,335,566	Fund Held - Reins. Trusts	12,602,847
Funds held dep. with Reins Co.	13,345,629	Funds Withheld	136,684,670
Reinsurance Recoverable	46,495,409	Reins. Unauth. Cox. Less Funds Held	62,467,561
EDP Equipment	25,981,067	Excess of Stat over Status RSV	14,441,801
Accrued Interest & Dividends	144,441,461	Adjustment for Foreign Exchange	47,843,643
Receivable from Affiliates	13,416,530	Drafts Outstanding	57,573,271
Equity/Deposits/Trusts & Assoc.	44,444,170	Payable for Securities	57,524,309
Receivable for Securities	37,156,559	Other Liabilities	188,712,747
Other Assets	<u>24,634,144</u>	Special Reserve-Guaranty Fund	<u>1,000,000</u>
		TOTAL LIABILITIES	\$ 9,667,430,995
		Guaranty Surplus Fund	\$ 1,000,000
		Capital Paid Up	20,000,000
		Surplus	<u>2,293,526,585</u>
		Surplus as Regards Policyholders	<u>2,314,526,585</u>
TOTAL ASSETS	<u>\$11,981,957,580</u>	TOTAL LIABILITIES & SURPLUS	<u>\$11,981,957,580</u>

Securities carried at \$365,643,756 in the foregoing statement, are deposited as required by law.

STATE OF MINNESOTA >

> SS
COUNTY OF RAMSEY >

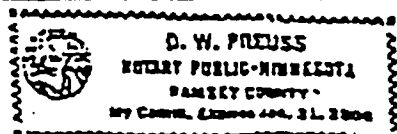
Donald J. Swanson, Vice President & Controller of the St. Paul Fire and Marine Insurance Company, being duly sworn, deposes and says that he is the above described officer of said Company, that said Company is a corporation duly organized, existing and engaging in business as a surety company under and by virtue of the laws of the State of Minnesota, and has duly complied with all requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that the above is a true statement of the Assets and Liabilities of said Company of the 30th day of June, 1996.

Subscribed and sworn to before me this 17th day of August, 1996

D. W. Preuss

Donald J. Swanson

Donald J. Swanson, Vice President & Controller





ST. PAUL FIRE & MARINE INSURANCE COMPANY
 St. Paul, Minnesota
 ST. PAUL MERCURY INSURANCE COMPANY
 St. Paul, Minnesota
 ST. PAUL GUARDIAN INSURANCE COMPANY
 St. Paul, Minnesota
 A Capital Stock Company

PERFORMANCE BOND

Bond No. JX0051

AIA Document A312

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
 Lucent Technologies Inc.
 22 Richmond St.
 Providence, RI 02903
 OWNER (Name and Address):

SURETY (Name and Principal Place of Business):
 St. Paul Fire & Marine Insurance Company
 199 Water Street
 New York, NY 10038

State of Rhode Island/Dept of Corrections
 10 Howard Ave, Cranston, RI

CONSTRUCTION CONTRACT

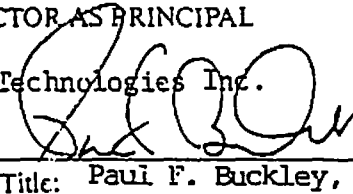
Date: 7/11/97
 Amount: \$4,000,000.
 Description (Name and Location):
 Communication System for Dept. of Corrections

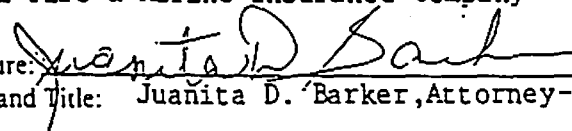
BOND

Date (Not earlier than Construction Contract Date): July 11, 1997
 Amount: \$2,000,000.
 Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL
 Company:  (Corporate Seal)
 Lucent Technologies Inc.
 Signature: _____
 Name and Title: Paul F. Buckley, Asst. Secy.

SURETY
 Company: _____ (Corporate Seal)
 St. Paul Fire & Marine Insurance Company
 Signature: 
 Name and Title: Juanita D. Barker, Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Sedgwick
 1290 Ave of the Americas
 New York, NY 10104

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

(212) 830-1000

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the

Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or nonperformance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 **DEFINITIONS**

12.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

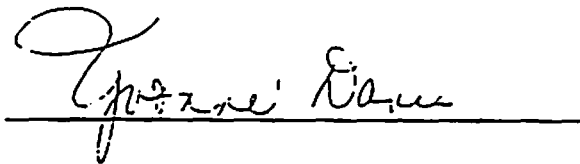
ACKNOWLEDGMENT FORM

CORPORATE

STATE OF New Jersey

COUNTY OF Union

On the 3rd day of July 1997 before me personally appeared Paul F. Buckley, to me known, who, being by me first duly sworn, did depose and say that he resides in Berkeley Heights; that he is the Assistant Secretary of Lucent Technologies, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and authority.



A handwritten signature in cursive script, appearing to read "Yvonne Davis", is written over a horizontal line.

YVONNE DAVIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 15, 2002

SURETY ACKNOWLEDGMENT

TE OF New York

NTY OF New York

On July 11, 1997, before me personally came JUANITA D. BARKER, to me known who being by me duly sworn did depose and state that he resides in Astoria New York, that he is Attorney-in-fact of ST PAUL FIRE & MARINE INSURANCE COMPANY, a corporation described in, and which executed the within instrument; that he knows the seal of said corporation; that the seal fixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the said company has received from the Superintendent of Insurance of the State of New York, and that such certificate has not been revoked.

Diana P. Figueroa
NOTARY PUBLIC

DIANA P. FIGUEROA
NOTARY PUBLIC, State of New York
No. 01F15065024
Qualified in Bronx County
Commission Expires Sept. 5, 1998

CERTIFIED
COPY NO.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 1-800-421-3880 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

1377243

F-14754

GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

NOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

Juanita D. Barker, Minnie Cortes, Mariagrace Egan, John D. Miller, Harry A. Dinger, Jr.,
individually, New York, New York

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

NOT TO EXCEED IN PENALTY THE SUM OF FIVE MILLION DOLLARS (\$5,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Shareholders of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 28th day of April, 1978, of which the following is a true transcript of said Section 6 (C):

- "The President or any Vice President, Assistant Vice President, Secretary or Service Center General Manager shall have power and authority
- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
 - (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
 - (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 30th day of November, A.D. 1990.



ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF NEW JERSEY } ss.
County of Somerset

KENNETH J. RYAN, Secretary

On this 3rd day of March, 19 97, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the township of Bedminster, New Jersey, the day and year first above written.



LINDA SMETHERS, Notary Public, Middlesex, NJ
My Commission Expires December 16, 2001

CERTIFICATION

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



IN TESTIMONY WHEREOF, I have hereunto set my hand this

11th day of July, 1997

MICHAEL W. ANDERSON, Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

Financial Statement - June 30, 1996

St. Paul Fire and Marine Insurance Company

<u>Assets</u>		<u>Liabilities, Surplus & Other Funds</u>	
Bonds	\$ 7,265,074,603	Losses	\$ 5,964,564,762
Stocks	2,221,834,796	Reins. Payable on Paid Losses	11,653,487
Mortgage Loans	24,000,000	Loss Adjustment Expense	1,223,138,322
Real Estate	441,520,658	Contingent Commissions	23,357,012
Collateral Loans	269,418	Other Expenses	169,989,761
Cash on Hand/Deposit	12,963,699	Taxes, Licenses and Fees	3,101,148
Short Term Investments	314,638,743	Federal & Foreign Income Taxes	160,402,628
Other Invested Assets	459,286,366	Unearned Premiums	1,517,332,010
Fixed Income call option	118,764	Dividends Unpaid - Policyholders	15,041,015
Agent's Balances	892,335,566	Fund Held - Reins. Treaties	12,602,847
Funds held dep. with Reins Co.	13,345,629	Funds Withheld	136,684,670
Reinsurance Recoverable	46,495,409	Reins. Unauth. Cox. Loss Funds Held	62,467,561
EDP Equipment	25,981,067	Excess of Stat over Stat RSV	14,441,801
Accrued Interest & Dividends	144,441,461	Adjustment for Foreign Exchange	47,843,643
Receivable from Affiliates	13,416,530	Drafts Outstanding	57,573,271
Equity/Deposits/Pool & Assoc.	44,444,170	Payable for Securities	57,524,309
Receivable for Securities	37,156,559	Other Liabilities	188,712,747
Other Assets	<u>24,634,144</u>	Special Reserve-Guaranty Fund	<u>1,000,000</u>
		TOTAL LIABILITIES	\$ 9,667,430,995
		Guaranty Surplus Fund	\$ 1,000,000
		Capital Paid Up	20,000,000
		Surplus	<u>7,293,526,585</u>
		Surplus as Regards Policyholders	<u>2,314,526,585</u>
TOTAL ASSETS	<u>\$11,981,957,580</u>	TOTAL LIABILITIES & SURPLUS	<u>\$11,981,957,580</u>

Securities carried at \$365,643,756 in the foregoing statement, are deposited as required by law.

STATE OF MINNESOTA >

> SS
COUNTY OF RAMSEY >

Donald J. Swanson, Vice President & Controller of the St. Paul Fire and Marine Insurance Company, being duly sworn, deposes and says that he is the above described officer of said Company, that said Company is a corporation duly organized, existing and engaging in business as a surety company under and by virtue of the laws of the State of Minnesota, and has duly complied with all requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws, that the above is a true statement of the Assets and Liabilities of said Company of the 30th day of June, 1996.

Subscribed and sworn to before me this 12th day of August, 1996

D. W. Prieuss

Donald J. Swanson

Donald J. Swanson, Vice President & Controller

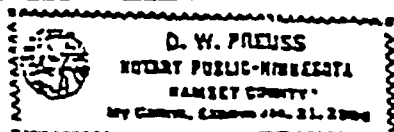


EXHIBIT I

Certificate of Insurance

MARSH & McLENNAN, INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER:

49987

PRODUCER

Marsh & McLennan, Incorporated
1166 Avenue of the Americas
New York, NY 10036-2774

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A EMPLOYERS INSURANCE OF WAUSAU

COMPANY LETTER B RELIANCE NATIONAL INDEMNITY CO

COMPANY LETTER C EMPLOYERS REINSURANCE CORP

COMPANY LETTER D

INSURED

LUCENT TECHNOLOGIES INC.
ONE OAK WAY
ROOM 4WA 139
BERKELEY HEIGH, NJ 07922-2727

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COI	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S CONTRACTOR'S PROT.	4737-00-000087	9/30/96	9/30/97	GENERAL AGGREGATE \$ 500000 PRODUCTS COMP/OP AGG \$ 500000 PERSONAL & ADV INJURY \$ 250000 EACH OCCURRENCE \$ 250000 FIRE DAMAGE (Any one fire) \$ 300000 MED. EXPENSE (Any one person) \$ 10000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NKA 0130673-00	9/01/96	9/01/97	COMBINED SINGLE LIMIT \$ 250000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	NWA 0129593-01 DED	2/01/97	2/01/98	STATUTORY LIMITS X
B		NWA 0129594-01 RET	2/01/97	2/01/98	EACH ACCIDENT \$ 250000 DISEASE - POLICY LIMIT \$ 250000 DISEASE - EACH EMPLOYEE \$ 250000
C	OTHER EXC WORK COMP	0579969	9/30/96	9/30/99	4500000

DESCRIPTION OF OPERATIONS, LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

State of Rhode Island
Department of Corrections
Attention Jerome Moynihan
One Capitol Hill
Providence, RI 02908

CANCELLATION

SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES OR THE ISSUER OF THIS CERTIFICATE.

MARSH & McLENNAN, INCORPORATED
BY: *[Signature]*

FORM 1 (8/95)

VALID AS OF: 7/11/97

EXHIBIT J

RI Equal Opportunity Compliance Certificate and Agreement



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
OFFICE OF PERSONNEL ADMINISTRATION
EQUAL OPPORTUNITY OFFICE
One Capitol Hill
Providence, R.I. 02908-5865
TDD#: 277-6144

July 8, 1997

Mr. Peter S. Corr
Purchasing Agent
One Capitol Hill
Providence, RI

RE: Bid Number: 1752 Dated: 6/26/97

Dear Mr. Corr:

This is to advise the Division of Purchases that
Lucent Technologies, Inc. has complied
with the Equal Employment Opportunity requirements
relative to the above referenced bid.

Very truly yours,

A. Vincent Isvillozzi, Administrator
State Equal Opportunity Programs

AVI/ra

cc: Lucent Technologies, Inc.

EXHIBIT K

Minority Business Enterprise Plan

Minority Business Enterprise Utilization

Attached is a copy of the letter submitted to Mr. Charles Newton of the State of Rhode Island MBE Compliance Office. Per Mr. Newton this letter could be use in place of the MBE Utilization form.

Lucent Technologies
Bell Labs Innovations



Lucent Technologies Inc.
Business Communications Systems
Suite 101
222 Richmond St
Providence, RI 02903

Mr. Charles Newton
State of Rhode Island
MBE Compliance Office
One Capitol Hill
Providence, Rhode Island 02908

July 15, 1997

Dear Mr. Newton:

Lucent Technologies has recently been tentatively selected by the Director of Administration for the Telephone System (Department of Corrections) project, as stated in the Request for Proposal #1752. In conjunction with this selection a completed Minority Business Enterprise Utilization form is to be completed.

As you know from our conversation today over 90% of this particular job will be supplied and installed by Lucent Technologies. We at Lucent Technologies are very aware of our obligation to the utilization of Minority Business Contractors when possible and have contacted many of the MBE firms provided by the MBE Compliance Office to complete those portions of the job where applicable. In the area of electrical work we have contracted with M-Tronics, Inc. of Warwick, Rhode Island to supply cable pulling and termination work for approximately \$30,000.00. We have also contracted with N.L. Construction Inc., of Ludlow, Mass. for \$145,000.00. These dollar figures amount to over 12% of the subcontracted value of the project. We have also contacted over 33 other registered MBE Contractors but they were unable to fulfill the needed material or labor required in this particular installation.

Lucent Technologies will continue to attempt to use MBE firms for this and all future projects when ever possible. If you have any questions regarding this matter please do not hesitate to contact me at 553-1933.

Sincerely,


Robert Nelson
Sr. Marketing Rep.

EXHIBIT L

Vendor Security Requirements

JUL-18-1997 12:51

FAC & MAINT. DOC MAN ADMIN

401 464 1425 P.02

RHODE ISLAND DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE



POLICY NUMBER:
9.40 DOC

EFFECTIVE DATE:
07/01/96

PAGE 1 OF 5

REPEALS:

DIRECTOR: *Archie T. White II*
Acting Director for Morgan A. Vose, Jr. Director

SECTION:
FACILITIES AND MAINTENANCE
INSTITUTIONAL OPERATIONS -
SECURITY AND CONTROL

SUBJECT:
MAINTENANCE CONTRACTOR/VENDOR
PROCEDURES

REFERENCES: RIDOC policy #
5.13.18 (security and control;
policy # 5.13.20-1 (departmental
photo ID cards); # 10.35 DOC
(maintenance on-call policy)

AUTHORITY: Rhode Island General
Laws (RIGL) § 42-56-10(v), Powers of
the director

I. PURPOSE:

To unify and clarify the rules that must be followed by all contractors/vendors who provide services to the Rhode Island Department of Corrections (RIDOC) through the Facilities and Maintenance Unit.

II. POLICY:

All contractors/vendors providing service to RIDOC through the Facilities and Maintenance Unit will adhere to all security regulations within the Department and follow the procedures contained herein.

III. PROCEDURES:

A. Dissemination of Policy

It is imperative that Facilities and Maintenance distribute and review this policy with all contractors/vendors in order that they fully understand the rules and security regulations of RIDOC.

JUL-18-1997 12:33

FAC & MAINT/DOC MAX ADMIN

401 464 1465 P.04

9.40 DOC
Maintenance Contractor/Vendor Procedures

07/01/96
Page 3 of 5

In general terms, however:

1. All tools are contained in locked tool boxes.
2. Attached to each tool box is a list of the entire inventory within the box.
3. This inventory is checked (by a Correctional Officer) at the beginning and end of each work day. Any lost or missing tools are reported immediately to the Chief of Security or designee. It is understood that the cost of the replacement of all tools and material is the responsibility of the contractors.
4. Tools such as ladders, ropes, insulating material, and cutting tools, are removed from the work area and locked up at the end of the work day.
5. Other building materials considered by the Chief of Security/designee to represent a security risk to the facility and which are moveable, are stored outside the facility wall at the completion of each day.
6. The bulk of all construction material is stored outside the facility walls in areas assigned for that purpose. The contractor transports material into the facility as required.
7. All scrap, waste material, and debris are removed from within the facility walls at the completion of the work day.
8. Tubular staging, if used, remains within the walls if it is fully assembled and secure. No sections or parts of sections remain within the walls at the end of the work day. On buildings where there is an escape risk, the Chief of Security/designee may require the top sections of the staging to be removed at the end of each work day.
9. The Chief of Security/designee, through the Facilities and Maintenance Supervisor, requires prior notification for use of a power activated device on site. The number of charges brought on site must be accounted for, and the location of the devices must be documented.

E. Conduct of Contractor Employees

1. It is the contractor's responsibility to communicate all necessary policies, rules, and regulations to his/her employees. The contractor must assure the RIDOC that his/her employees:
 - a. Have no drugs or alcohol on their persons or in vehicles.
 - b. Have no weapons of any sort on their persons or in vehicles.

JUL-16-1997 12:33

FAC & MAINT/DOC MAX ADMIN

401 464 1-65 P.05

9.40 DOC
Maintenance Contractor/Vendor Procedures

07/01/96
Page 4 of 5

- c. Provide the Shift Commander with notification that they are in possession of prescription medication.
 - d. Park in designated parking area.
 - e. Lock all vehicles.
 - f. Have no contact with inmates.
 - g. Report any inmate contact to the Correctional Officer in charge.
 - h. Acknowledge that all vehicles and personal property are subject to search.
2. Employees of the contractor are not allowed admittance into any facility if it is known they have imbibed alcoholic beverages while outside the correctional property during the work day.
 3. No person convicted of a felony is employed on these projects without the express permission of the Chief of Security or designee.
 4. Policy # 5.13.18, Introduction of Unauthorized Items into the Adult Correctional Institutions, is distributed to the contractor for additional consideration by Facilities and Maintenance.

F. Vendor Request Form (Attachment 2)

1. For normal work needs, a Vendor Request Form is forwarded to the vendor via fax by the Facilities and Maintenance Office. It may be followed by a phone call. The request describes work to be performed, location, equipment identification, and work order number. The vendor provides only those services described on the Vendor Request form.
2. Prior to the performance of any work, vendor calls the Supervisor of that facility at the number indicated on the request form. If no one is available at that number, vendor contacts the Facilities and Maintenance Office (401) 464-3065 where arrangements will be made with the facility, and vendor given further instructions.

G. Maintenance Request Form (Attachment 3)

The Maintenance Request Form, an in-house document, contains the following information:

1. Facilities and Maintenance Unit work order number.
2. Name of worker.

JUL-18-1997 12:34

FAC & MAINT/DOC MGR ADMIN

401 464 1465 P.06

9.40 DOC
Maintenance Contractor/Vendor Procedures

07:01:96
Page 5 of 5

3. Facility where work was performed.
4. Number of regular hours worked.
5. Number of overtime hours worked (overtime must have prior authorization from the Associate Director of Facilities and Maintenance or the Chief of Construction and Maintenance).
6. Materials/parts used.
7. Status of job.
8. Description of work performed. Work must conform to work described on Vendor Request Form.

H. Vendor Emergency Service

1. After hours, vendor will be contacted by telephone. A 24-hour service number must be provided by vendor. Emergency service is authorized by designated RIDOC Facilities and Maintenance Unit Superintendents or their designees (Reference Policy 10.35 DOC, Maintenance On-Call Procedure). Vendor:
 - is given location and description of work to be performed.
 - is issued a temporary work order number.
 - reports to Main Control Center of facility where work is to be performed and signs Vendor/Facility Log Sheet at the Control Center.
 - performs only work which is described by Maintenance Superintendent or designee.
 - Obtains signature of the Watch Commander on his/her work order and signs out on Facility Log Sheet at the Main Control Center of the security by the Control Center Officer (upon completion of work). Vendor's work order lists information as described in item D. (Security of Tools, Equipment and Material) of this policy.
2. On the first working day following emergency call-in, a follow-up work order is faxed to the vendor by Facilities and Maintenance. The RIDOC work order number appears on all invoices.

All vendors must strictly adhere to this policy. Failure to supply all information and follow the procedures may result in a delay of payment or non-payment of vendor's invoices.

JUL-16-1997 12:35

FAC & MAINT/DOC MAY REMIN

401 484 1455 F.09

9.40 DOC
Attachment 3
MAINTENANCE REQUEST FORM Page 1 of 1

DEPARTMENT of CORRECTIONS - FACILITIES and MAINTENANCE

Part 1 to be completed by Requestor

DATE:	REQUESTED BY:	SECURITY:	REG #
PHONE #:	LOCATION OF PROBLEM:		
PROBLEM:			

Part 2 to be completed by Maintenance Dept.

DESCRIPTION OF PROBLEM

MATERIALS REQUIRED

VENDOR REQUIRED: Y N

Part 3 to be completed by Maintenance Superintendent

WORK ORDER STATUS

DATE RECEIVED:	ASSIGNED TO:	DATE ASSIGNED:	DATE COMPLETED:	DATE MATLS REQ:
TRADES UTILIZED: ELECT ___ PLUMB ___ STEAM ___ CARP ___			EMPLOYEE MANHOURS:	ESTIMATE LABOR: Y/N
COMMENTS:				
AUTHORIZATION				
AUTHORIZED BY: _____ WARDEN/DEPUTY		SUPERINTENDENT: _____		DATE: _____

INSTRUCTIONS: Requestor to complete Part 1, retain gold copy for records, send remaining copies to Maintenance Superintendent.

JUL-18-1997 12:36

FBI & MAINT/DOC MEX ADMIN

001 464 1455 P.09

APPLICATION FOR IDENTIFICATION BADGE

9.40 DOC
Attachment 1
Page 1 of 1

NAME: _____ SS# _____ DATE: _____
 ADDRESS: _____ DATE OF BIRTH: _____
 CITY: _____ STATE: _____ ZIP: _____
 ORGANIZATION/SECTION: _____
 POSITION/TITLE: _____
 NATURE OF BUSINESS: _____
 HEIGHT: _____ WEIGHT: _____ APPLICANT SIGNATURE: _____

THE SPONSOR WILL BE RESPONSIBLE FOR INSTRUCTING THE APPLICANT AS TO RULES AND REGULATIONS OF THE DEPARTMENT OF CORRECTIONS. NO I.D. BADGE WILL BE AUTHORIZED TO BE ISSUED WITHOUT THE SIGNATURE OF THE CHIEF OF SECURITY OR THE ASSISTANT DIRECTOR OF ADULT SERVICES. IT IS THE RESPONSIBILITY OF THE CARD HOLDER TO RETURN THEIR I.D. BADGE TO THE CHIEF OF SECURITY'S OFFICE WHEN TERMINATED OR BUSINESS WITH THE DEPARTMENT OF CORRECTIONS HAS BEEN COMPLETED.

THIS FORM IS TO BE FILLED OUT BY THE PERSON APPLYING FOR AN I.D. BADGE, SPONSORED BY THE SUPERVISOR OR DEPUTY ASSISTANT DIRECTOR AND FORWARDED TO THE OFFICE OF THE CHIEF OF SECURITY FOR BACKGROUND INVESTIGATION.

SPONSOR'S SIGNATURE/TITLE

S.C.I. DATE OF CHECK: _____

RESULTS: _____

CHECKED BY: _____

THE ABOVE NAMED APPLICANT HAS BEEN AUTHORIZED TO RECEIVE A R.I. DEPARTMENT OF CORRECTIONS I.D. BADGE WITH THE FOLLOWING SECURITY CLEARANCE.

EMPLOYEE BLUE I.D. _____ SUPPORT YELLOW I.D. _____ TEMPORARY RED I.D. _____

ASSISTANT DIRECTOR ADULT SERVICES

CHIEF OF SECURITY

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