

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
35216 O4

PAGE 1 of 2	ORDER DATE 12/04/14
BUSINESS UNIT 65060112	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1400197	
VENDOR ADDRESS: PUBLIC COMMUNICATIONS SERVICES INC 107 SAINT FRANCIS ST STE 3300 MOBILE ALABAMA 36602-3333	

THE CONTRACT PERIOD IS:

NOVEMBER 27, 2014 THROUGH NOVEMBER 26, 2015

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2505 Z1

Contract to supply and deliver Calling Svcs to the State of Nebraska, Department of Corrections, as per the attached specifications for the contract period November 27, 2014 through November 26, 2015. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

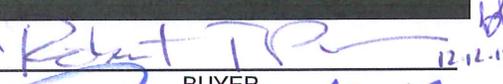
The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/lb403/attestation_form.pdf
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;

12/15/14

BUYER
12-16-14
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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35216 O4**

PAGE 2 of 2	ORDER DATE 12/04/14
BUSINESS UNIT 65060112	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1400197	

3. The signed Request for Proposal form and the Contractor's proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor's proposal 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska. Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Tom Meriam
Phone: 972-979-2410
E-Mail: Tom.meriam@gtl.net

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED (djo 11/18/14)

AMENDMENT THREE (3) AS ATTACHED (djo 12/04/14)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	INMATE CALLING SERVICES	1.0000	EA	1.0000	1.00
Total Order					1.00


BUYER INITIALS

AMENDMENT THREE
35216 O4
Inmate Calling Services for the State of Nebraska
Between
The State of Nebraska and Public Communications Services Inc

This Amendment (the "Amendment") is made by the State of Nebraska and Public Communications Services Inc, parties to Contract 35216 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

The current vendor contact is removed in its entirety and replaced with:

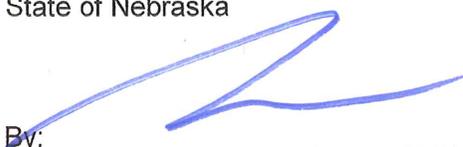
Vendor Contact: Tom Meriam
Phone: 972-979-2410
E-Mail: Tom.meriam@gtl.net

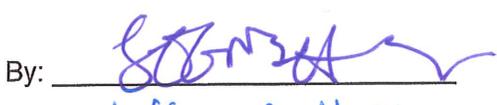
This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Public Communications Services Inc

By:  _____

By:  _____

Name: Bo Botelho

Name: Jeffrey B. Haidinger

Title: Materiel Administrator

Title: President + COO

Date: 12-16-14

Date: 11/26/14

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
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OR

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CONTRACT NUMBER
35216 04

PAGE 1 of 2	ORDER DATE 11/18/14
BUSINESS UNIT 65060112	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1400197	
VENDOR ADDRESS: PUBLIC COMMUNICATIONS SERVICES INC 107 SAINT FRANCIS ST STE 3300 MOBILE ALABAMA 36602-3333	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 27, 2014 THROUGH NOVEMBER 26, 2015

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2505 Z1

Contract to supply and deliver Calling Svcs to the State of Nebraska, Department of Corrections, as per the attached specifications for the contract period November 27, 2014 through November 26, 2015. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/lb403/attestation_form.pdf
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

11/18/14 PK
Robert Thompson
BUYER
11-15-14
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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CONTRACT NUMBER
35216 04

PAGE 2 of 2	ORDER DATE 11/18/14
BUSINESS UNIT 65060112	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1400197	

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor's proposal 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska. Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Eric Gonzalez
Phone: 817-491-5184
Fax: 866-670-9228
E-Mail: Eric.gonzalez@gtl.net

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED (djo 11/18/14)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	INMATE CALLING SERVICES	1.0000	EA	1.0000	1.00
Total Order					1.00



RT
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
35216 O4

PAGE 1 of 2	ORDER DATE 05/29/13
BUSINESS UNIT 65060112	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1400197	
VENDOR ADDRESS: PUBLIC COMMUNICATIONS SERVICES INC 107 SAINT FRANCIS ST STE 3300 MOBILE ALABAMA 36602-3333	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 27, 2013 THROUGH NOVEMBER 26, 2014

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original Contract/Bid Document 2505 Z1
Awarded from 35216 O4

Contract to provide Inmate Calling Svcs to the State of Nebraska, Department of Corrections, for a period effective November 27, 2013 through November 26, 2014 with the option to renew in one(1), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;

Robert Thompson ^{by} *[Signature]*
RK 5/29/13 BUYER 5.29.13
C-3-13
MATERIEL ADMINISTRATOR

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CONTRACT NUMBER
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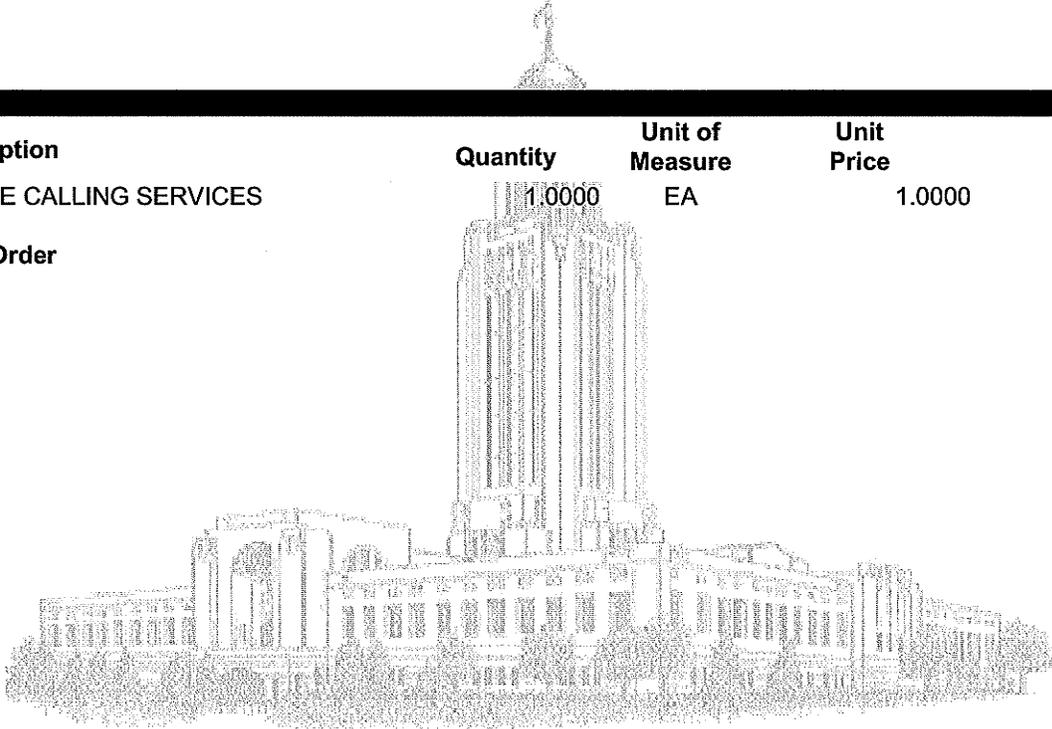
PAGE 2 of 2	ORDER DATE 05/29/13
BUSINESS UNIT 65060112	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1400197	

4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Eric Gonzalez
Phone: 817-491-5184
Fax: 866-670-9228
E-Mail: Eric.gonzalez@gtl.net

THIS IS THE FIRST RENEWAL OF THE CONTRACT as amended. (05.28.31/ckelly)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	INMATE CALLING SERVICES	1.0000	EA	1.0000	1.00
Total Order					1.00



RT/ky
kmk
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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 OR
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CONTRACT NUMBER
35216 04

PAGE 1 of 1	ORDER DATE 01/11/11
BUSINESS UNIT 65060112	BUYER RUTH GRAY (AS)
VENDOR NUMBER: 1400197	
VENDOR ADDRESS: PUBLIC COMMUNICATIONS SERVICES INC 107 ST FRANCIS ST MOBILE ALABAMA 36602-3334	

THE CONTRACT PERIOD IS:

AUGUST 15, 2008 THROUGH NOVEMBER 26, 2013

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM THE OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original Contract/Bid Document 2505 Z1

Contract to provide Inmate Calling Services to the State of Nebraska, Department of Corrections, for the period effective August 15, 2008 through November 26, 2013 with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form;
6. The Contractor's Proposal;

CONTACT: Eric Gonzalez
 OFFICE PHONE: 817-491-5184
 CELL PHONE: 213-220-7741
 FAX: 866-670-9228
 EMAIL: Eric.gonzalez@gtl.net

AMENDMENT (1) - Revised Section IV.E.5 item 4 and Revised Section IV.E.10 item 15. (05/04/09 jc)

AMENDMENT TWO (2): Contract is being amended to update vendor address and contact information. (01/11/11 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Inmate Calling Services	1.0000	EA	1.0000	1.00
Total Order					1.00

Ruth K. Gray
 BUYER
[Signature]
 MATERIEL ADMINISTRATOR

**FIRST AMENDMENT TO
CONTRACT NO. 35216 O4 TO PROVIDE
INMATE CALLING SERVICES TO
THE STATE OF NEBRASKA, DEPARTMENT OF CORRECTIONS**

This First Amendment to Contract No. 35216 O4 to Provide Inmate Calling Services to the State of Nebraska, Department of Corrections ("First Amendment") is entered into as of May 1, 2009, by and between Public Communications Services, Inc. ("Contractor"), and the State of Nebraska, by and through the State Purchasing Bureau ("Client").

Recitals:

- A. Client issued Inmate Calling Services Request for Proposal No. 2505Z1 on or about May 30, 2008 (the "RFP");
- B. On or about July 8, 2008, Contractor submitted a proposal in response to the RFP ("Contractor's Proposal");
- C. Contractor was the awardee of the RFP;
- D. Contractor and Client entered into that certain Contract No. 35216 O4 to Provide Inmate Calling Services to the State of Nebraska, Department of Corrections effective August 15, 2008 (the "Agreement");
- E. The Agreement incorporates, among other things, Contractor's Proposal;
- F. Contractor and Client now desire to amend the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Contractor and Client hereby agree that the Agreement is amended as follows:

- 1. Contractor's original response to Section IV.E.5. item 4 of the RFP is hereby deleted in its entirety and replaced with the following:

5. SECTION IV: PROJECT DESCRIPTION & SCOPE OF WORK

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

E. TECHNICAL REQUIREMENTS

5. Recording Requirements

Each site must be capable of storing six (6) months of call recordings on the system hard drive for immediate access. Once call recordings become six (6) months old, the system must automatically download them to a permanent storage media. Permanent storage media must hold six (6)

months of call recordings, and be stored at NDCS. Call records stored on permanent media must be easily accessible and searchable.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution will store all call detail records and call recordings on the system hard drive for a minimum of six (6) months prior to archiving on a permanent storage media. The Call Records will include both attempted and completed calls. Completed calls generate a recording and those recordings will also be archived. NDCS will be able to access these records from any workstation with authorized access.

Both call detail records and call recordings can be copied onto compact disc (CD), DVD, or other electronic medium, and these may be replayed on any computer with the appropriate audio capabilities. PCS will provide the storage device, which will be located in the area designated by the State. The storage device will produce transfer recordings with virtually no loss in quality and will be capable of placing an audio time and date stamp within the recording. The storage device will have a monitor amplifier and speaker so that the investigator may confirm accurate transfers of the recorded information.

2. Contractor's original response to Section IV.E.10 item 15 of the RFP is hereby deleted in its entirety and replaced with the following:

5. SECTION IV: PROJECT DESCRIPTION & SCOPE OF WORK

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

E. TECHNICAL REQUIREMENTS

10. System/Server Requirements

All data for each NDCS facility to include call detail records, call recordings, and platform operating system must be backed up daily. Backups whether on tape or hard drive media must be maintained in such a manner that they can be used to restore 100% operation to a site regardless of outage cause within 24 hours. Outages that are a result of corrupt or missing data must not last more than 24 hours. Processes for system backup, redundancy, and recovery must be outlined in the bidder's RFP.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution is configured with built-in redundancy of the RAID to ensure no loss of data or functionality. Should the centralized system experience a catastrophic failure for any reason, the inmate telephone system will automatically route to a backup server with no loss of functionality or delay in call processing.

The functional database for the system is maintained in three locations: an on-site Data Center at the telephony server; a Primary Secure Data Center located in Los Angeles, California; and a Secondary Data Center, located in Dallas, Texas. The off-site Data Centers are automatically

replicated on an on-going basis for all call detail records, so that each center holds a complete and up-to-date database of the call data from the facility. The Data Centers in Los Angeles and Dallas include the controlling computer for the ITS.

Standby boot drives and operating system drives will be kept readily available in the event of a catastrophic failure of the platform operating system. These backup drives will be kept within the state and will enable replacement and restoration of operation within 24 hours of an outage being reported.

The system uses the central database for all calling applications. When an inmate lifts the receiver to make a telephone call, the on-site call processor immediately requests information from the Data Center (the controlling computer), which instructs the call processor at every stage of the call. Should the on-site call processor be unable to query the Primary Data Center (for example, in case of a natural disaster that disrupts the connection), the query will be automatically routed to the Secondary Data Center where it will be responded to by the Secondary controlling computer.

Please refer to **Figure 5.19**, the diagram of the proposed system, below.

Call recordings that reside on the internal system RAID are backed up onto a WASABI SAN unit. Three SANs are installed to manage all the call recordings from all the NEDOC sites. The three SANs are located at NSP (4TB Unit), OCC (2TB Unit) and TCC (2TB Unit). Should an internal RAID of a system suffer catastrophic failure, the IP address of where the phone system points to retrieve recordings will be changed to point to the appropriate SAN device. This will enable prompt normal operation for NEDOC and provide PCS the opportunity to repair and recover the information on the internal RAID of the phone system. Because the data will be continuously replicated from the RAID to the SAN, there will be minimal data that cannot be retrieved from the SAN during the repair and recovery of the RAID.

In addition to the above, spare RAID drives are available to the technicians for immediate standby should a RAID drive fail.

3. "Figure 5.19, Diagram of the Inmate Telephone System" of Contractor's Proposal is hereby deleted in its entirety and replaced with the Figure 5.19 attached hereto as Attachment A and incorporated herein by this reference.

Except as set forth herein, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first set forth above.

CLIENT:

PCS:

STATE OF NEBRASKA

PUBLIC COMMUNICATIONS
SERVICES, INC.



Signature

Signature

Steve Sulek

Tommie E. Joe

Printed Name

Printed Name

Administrator Materiel Division

President & COO

Title

Title

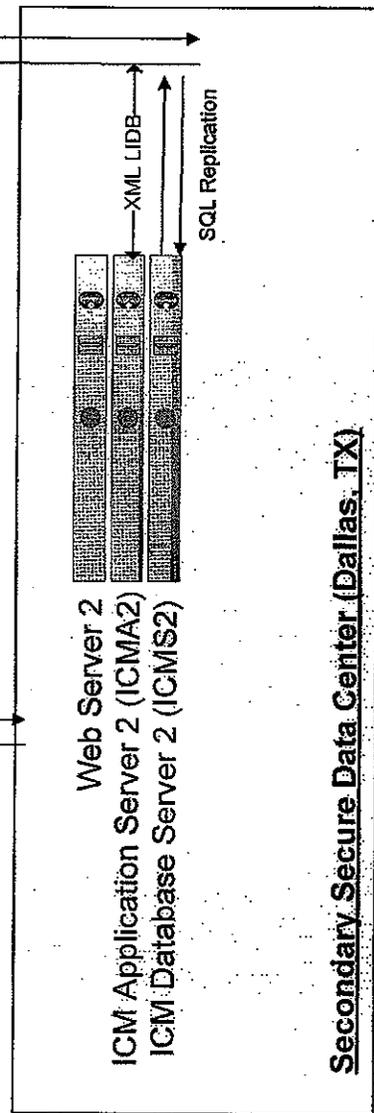
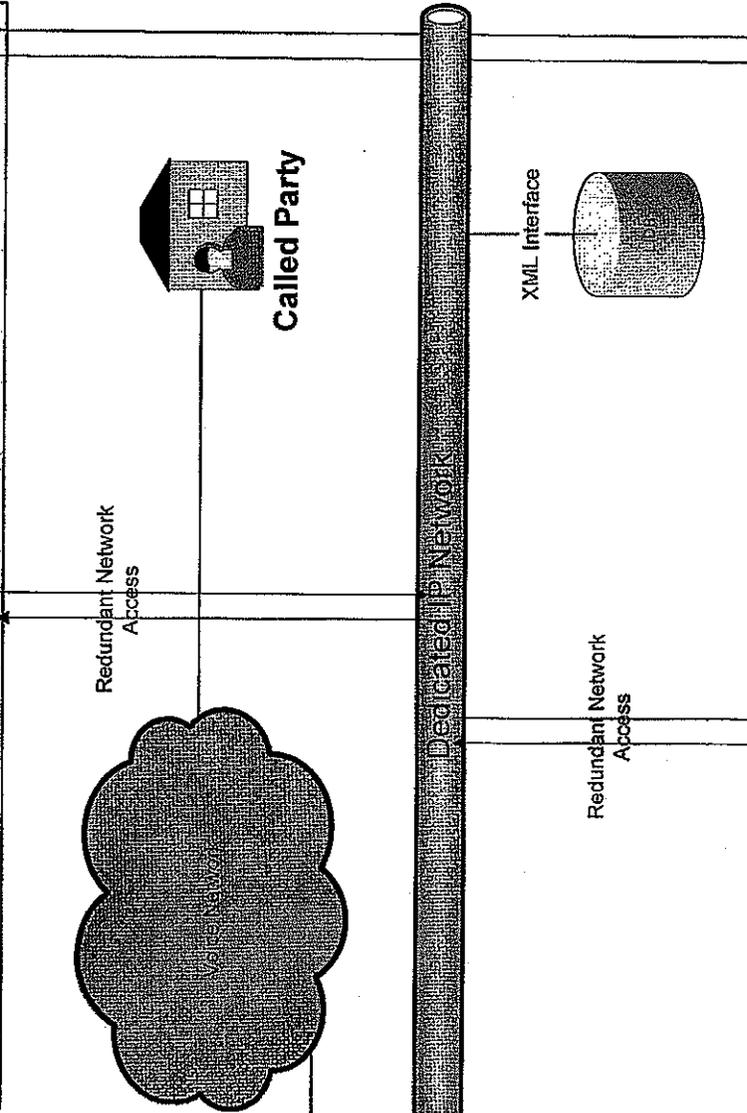
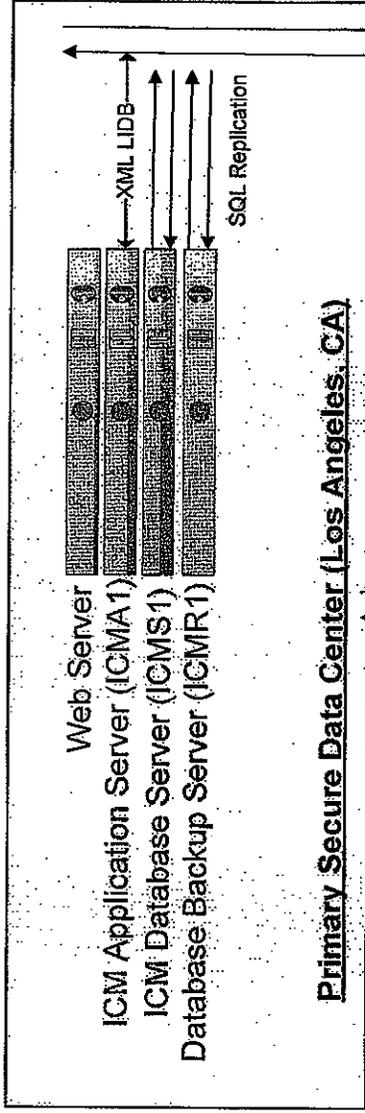
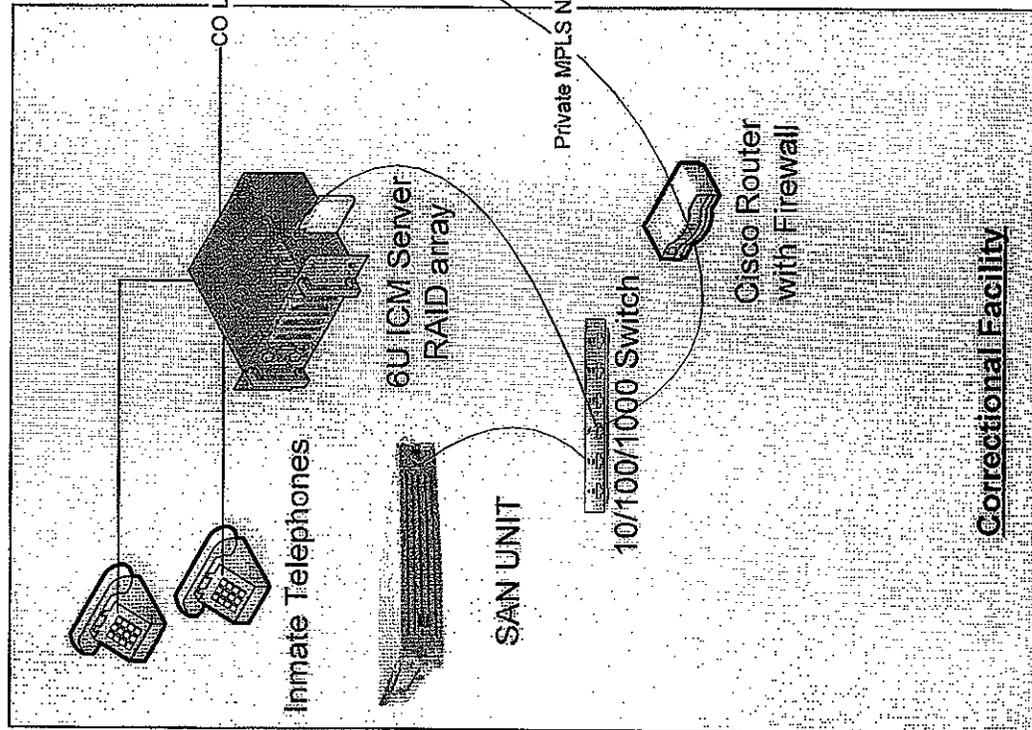
ATTACHMENT A

FIGURE 5.19

ICM (Inmate Calling Manager) High Level Description

The ICM on premise equipment includes the telephony box(es) with stations and trunks, internal recording drives with RAID 5 and a Wasabi SAN with RAID 6 for redundancy for recordings. When an inmate goes off hook the ICM requests information from the primary data location. IP data packets instruct the premise based box what to do (prompt for number, name, etc...). All data (call records, numbers, vh info, local info, etc..) is stored in primary data location and replicated to backup location. LIDB information is handled via an XML interface thru the data network (Internet).

When a user wants to run the web based ICM application from anywhere, they simply log on with logon credentials. To access live monitoring or recordings a VPN connection is required to the facility. When the facility is networked locally, no VPN is required.



STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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Fax: (402) 471-2089

CONTRACT NUMBER
35216 O4

PAGE 1 OF 1	ORDER DATE 05/04/09
BUSINESS UNIT 65060112	BUYER TODD DLOUHY

VENDOR NUMBER: 1400197

VENDOR ADDRESS:

PUBLIC COMMUNICATIONS SERVICES, INC
11859 WILSHIRE BLVD STE 600
LOS ANGELES CA 90025-6621

THE CONTRACT PERIOD IS AUGUST 15, 2008 THROUGH NOVEMBER 26, 2013.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2505 Z1

Contract to provide Inmate Calling Services to the State of Nebraska, Department of Corrections, for the period effective August 15, 2008 through November 26, 2013 with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

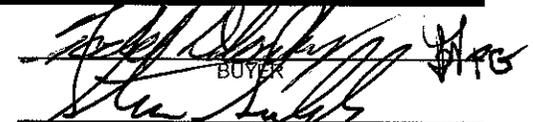
The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form;
6. The Contractor's Proposal;

CONTACT: Tommie E. Joe, President & Chief Operation Officer
PHONE: 800-350-1000 ext. 3037 (Office)
PHONE: 310-922-3037 (Cellular)
FAX: 310-954-2118
EMAIL: tommie.joe@teampcs.com

AMENDMENT (1) - Revised Section IV.E.5 item 4 and Revised Section IV.E.10 item 15. (05/04/09 jc)

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	Inmate Calling Services	1	EA	1.0000	1.00
Total Order					1.00


BUYER

MATERIEL ADMINISTRATOR

**FIRST AMENDMENT TO
CONTRACT NO. 35216 O4 TO PROVIDE
INMATE CALLING SERVICES TO
THE STATE OF NEBRASKA, DEPARTMENT OF CORRECTIONS**

This First Amendment to Contract No. 35216 O4 to Provide Inmate Calling Services to the State of Nebraska, Department of Corrections ("First Amendment") is entered into as of May 1, 2009, by and between Public Communications Services, Inc. ("Contractor"), and the State of Nebraska, by and through the State Purchasing Bureau ("Client").

Recitals:

- A. Client issued Inmate Calling Services Request for Proposal No. 2505Z1 on or about May 30, 2008 (the "RFP");
- B. On or about July 8, 2008, Contractor submitted a proposal in response to the RFP ("Contractor's Proposal");
- C. Contractor was the awardee of the RFP;
- D. Contractor and Client entered into that certain Contract No. 35216 O4 to Provide Inmate Calling Services to the State of Nebraska, Department of Corrections effective August 15, 2008 (the "Agreement");
- E. The Agreement incorporates, among other things, Contractor's Proposal;
- F. Contractor and Client now desire to amend the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Contractor and Client hereby agree that the Agreement is amended as follows:

- 1. Contractor's original response to Section IV.E.5. item 4 of the RFP is hereby deleted in its entirety and replaced with the following:

5. SECTION IV: PROJECT DESCRIPTION & SCOPE OF WORK

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

E. TECHNICAL REQUIREMENTS

5. Recording Requirements

Each site must be capable of storing six (6) months of call recordings on the system hard drive for immediate access. Once call recordings become six (6) months old, the system must automatically download them to a permanent storage media. Permanent storage media must hold six (6)

months of call recordings, and be stored at NDCS. Call records stored on permanent media must be easily accessible and searchable.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution will store all call detail records and call recordings on the system hard drive for a minimum of six (6) months prior to archiving on a permanent storage media. The Call Records will include both attempted and completed calls. Completed calls generate a recording and those recordings will also be archived. NDCS will be able to access these records from any workstation with authorized access.

Both call detail records and call recordings can be copied onto compact disc (CD), DVD, or other electronic medium, and these may be replayed on any computer with the appropriate audio capabilities. PCS will provide the storage device, which will be located in the area designated by the State. The storage device will produce transfer recordings with virtually no loss in quality and will be capable of placing an audio time and date stamp within the recording. The storage device will have a monitor amplifier and speaker so that the investigator may confirm accurate transfers of the recorded information.

2. Contractor's original response to Section IV.E.10 item 15 of the RFP is hereby deleted in its entirety and replaced with the following:

5. SECTION IV: PROJECT DESCRIPTION & SCOPE OF WORK

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

E. TECHNICAL REQUIREMENTS

10. System/Server Requirements

All data for each NDCS facility to include call detail records, call recordings, and platform operating system must be backed up daily. Backups whether on tape or hard drive media must be maintained in such a manner that they can be used to restore 100% operation to a site regardless of outage cause within 24 hours. Outages that are a result of corrupt or missing data must not last more than 24 hours. Processes for system backup, redundancy, and recovery must be outlined in the bidder's RFP.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution is configured with built-in redundancy of the RAID to ensure no loss of data or functionality. Should the centralized system experience a catastrophic failure for any reason, the inmate telephone system will automatically route to a backup server with no loss of functionality or delay in call processing.

The functional database for the system is maintained in three locations: an on-site Data Center at the telephony server; a Primary Secure Data Center located in Los Angeles, California; and a Secondary Data Center, located in Dallas, Texas. The off-site Data Centers are automatically

replicated on an on-going basis for all call detail records, so that each center holds a complete and up-to-date database of the call data from the facility. The Data Centers in Los Angeles and Dallas include the controlling computer for the ITS.

Standby boot drives and operating system drives will be kept readily available in the event of a catastrophic failure of the platform operating system. These backup drives will be kept within the state and will enable replacement and restoration of operation within 24 hours of an outage being reported.

The system uses the central database for all calling applications. When an inmate lifts the receiver to make a telephone call, the on-site call processor immediately requests information from the Data Center (the controlling computer), which instructs the call processor at every stage of the call. Should the on-site call processor be unable to query the Primary Data Center (for example, in case of a natural disaster that disrupts the connection), the query will be automatically routed to the Secondary Data Center where it will be responded to by the Secondary controlling computer.

Please refer to **Figure 5.19**, the diagram of the proposed system, below.

Call recordings that reside on the internal system RAID are backed up onto a WASABI SAN unit. Three SANs are installed to manage all the call recordings from all the NEDOC sites. The three SANs are located at NSP (4TB Unit), OCC (2TB Unit) and TCC (2TB Unit). Should an internal RAID of a system suffer catastrophic failure, the IP address of where the phone system points to retrieve recordings will be changed to point to the appropriate SAN device. This will enable prompt normal operation for NEDOC and provide PCS the opportunity to repair and recover the information on the internal RAID of the phone system. Because the data will be continuously replicated from the RAID to the SAN, there will be minimal data that cannot be retrieved from the SAN during the repair and recovery of the RAID.

In addition to the above, spare RAID drives are available to the technicians for immediate standby should a RAID drive fail.

3. "Figure 5.19, Diagram of the Inmate Telephone System" of Contractor's Proposal is hereby deleted in its entirety and replaced with the Figure 5.19 attached hereto as Attachment A and incorporated herein by this reference.

Except as set forth herein, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first set forth above.

CLIENT:

PCS:

STATE OF NEBRASKA

PUBLIC COMMUNICATIONS
SERVICES, INC.



Signature

Signature

Steve Sulek

Tommie E. Joe

Printed Name

Printed Name

Administrator Materiel Division

President & COO

Title

Title

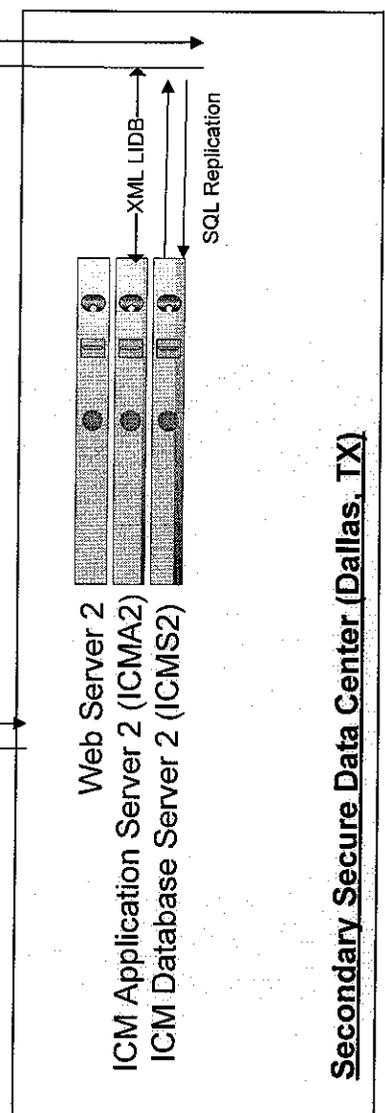
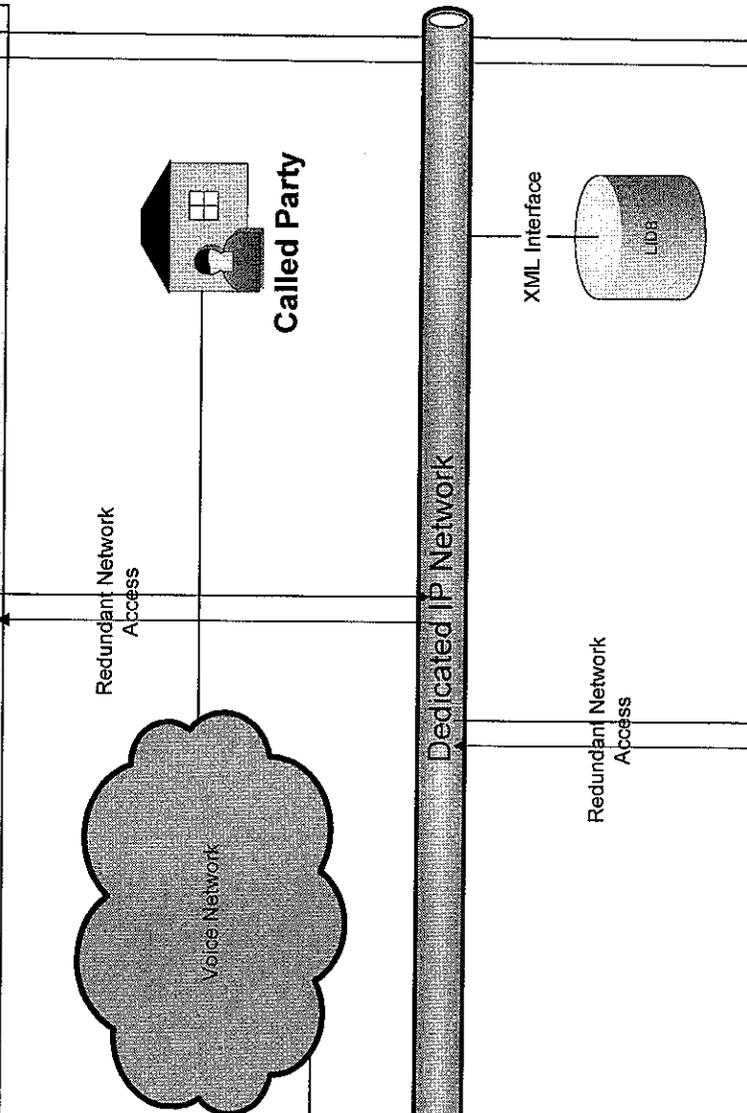
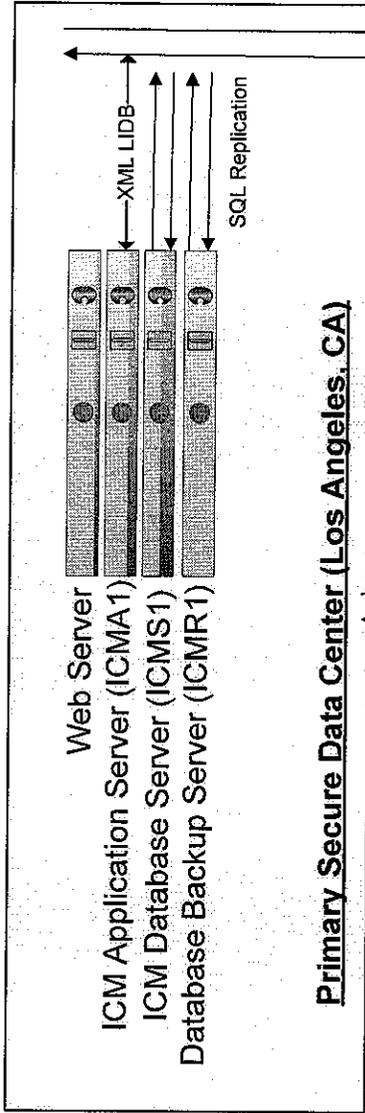
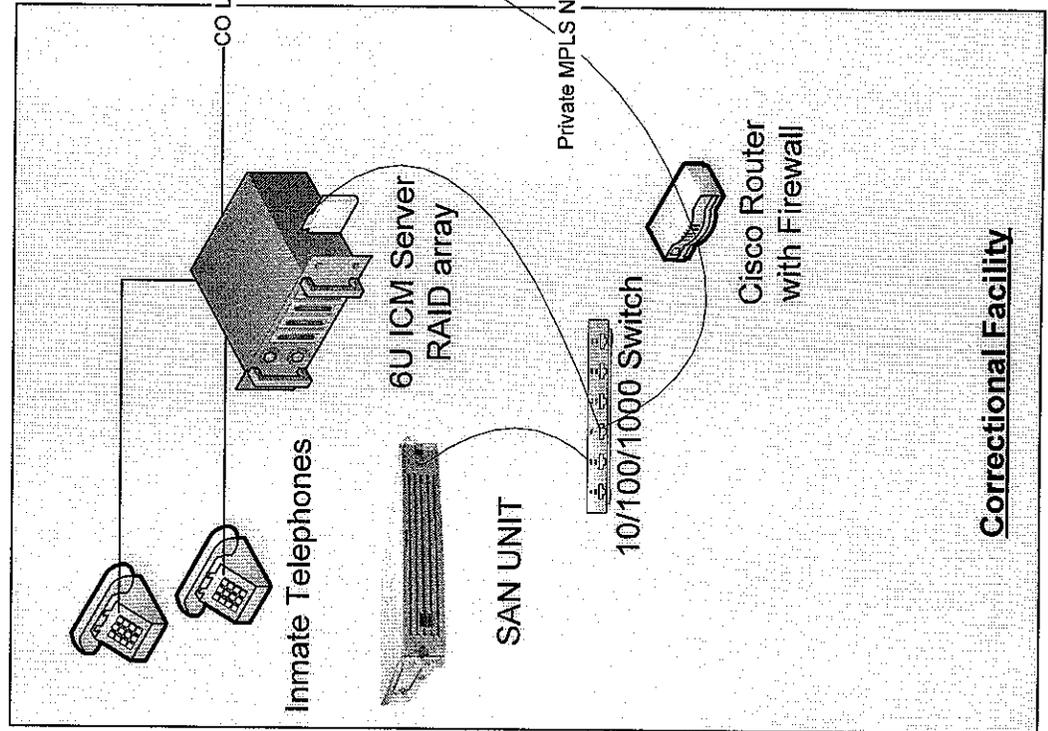
ATTACHMENT A

FIGURE 5.19

ICM (Inmate Calling Manager) High Level Description

The ICM on premise equipment includes the telephony box(es) with stations and trunks, internal recording drives with RAID 5 and a Wasabi SAN with RAID 6 for redundancy for recordings. When an inmate goes off hook the ICM requests information from the primary data location. IP data packets instruct the premise based box what to do (prompt for number, name, etc...). All data (call records, numbers, vh info, local info, etc..) is stored in primary data location and replicated to backup location. LIDB information is handled via an XML interface thru the data network (internet).

When a user wants to run the web based ICM application from anywhere, they simply log on with logon credentials. To access live monitoring or recordings a VPN connection is required to the facility. When the facility is networked locally, no VPN is required.



STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
35216 04

PAGE 1 OF 1	ORDER DATE 08/11/08
BUSINESS UNIT 65060112	BUYER TODD DLOUHY
VENDOR NUMBER: 1400197	
VENDOR ADDRESS: PUBLIC COMMUNICATIONS SERVICES, INC 11859 WILSHIRE BLVD STE 600 LOS ANGELES CA 90025-6621	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 15, 2008 THROUGH NOVEMBER 26, 2013

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 2505 Z1

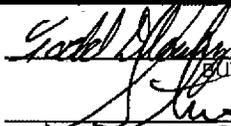
Contract to provide Inmate Calling Services to the State of Nebraska, Department of Corrections, for the period effective August 15, 2008 through November 26, 2013 with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

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5. The signed Request for Proposal form;
6. The Contractor's Proposal;

CONTACT: Tommie E. Joe, President & Chief Operation Officer
PHONE: 800-350-1000 ext. 3037 (Office)
PHONE: 310-922-3037 (Cellular)
FAX: 310-954-2118
EMAIL: tommie.joe@teampcs.com

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	Inmate Calling Services				


 BUYER

 MATERIAL ADMINISTRATOR

Request for Proposal Number 2505 Z1
Contract Number 35216 O4
Proposal Opening: May 30, 2008

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Public Communications Services, Inc.

1. Attachment A – PCS Audited Financial Statement for 2007
2. Attachment B – Dun & Bradstreet Financial Report

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Public Communications Services, Inc.

1. None



Letter of Transmittal

July 3, 2008

ATTN: Todd Dlouhy/Ruth Gray
Nebraska Department of Correctional Services
State Purchasing Bureau
301 Centennial Mall South, Mall Level
Lincoln, NE 68508

Dear Mr. Todd Dlouhy & Ms. Ruth Gray:

Public Communications Services, Inc. (PCS) is pleased to present this proposal for turnkey inmate telephone services to the State of Nebraska's facilities. This proposal is in response to the Request for Proposal No. 2505Z1 for Contractual Services released May 30, 2008.

The following individuals are authorized to represent PCS and enter into a binding agreement with the State of Nebraska:

Tommie E. Joe
President & Chief Operating Officer
11859 Wilshire Blvd., Suite 600
Los Angeles, CA 90025
tommie.joe@teampcs.com
Contact Number: 800-350-1000 ext. 3037
Fax Number: 310-954-2118

Rudy Zaragoza
Vice President of Sales and Marketing
11859 Wilshire Blvd., Suite 600
Los Angeles, CA 90025
rudy.zaragoza @teampcs.com
Contact Number: 800-350-1000 ext. 5472
Fax Number: 310-954-2118

PCS has proposed the best equipment, technology, service and support available in today's marketplace, while also providing the lowest possible call rates. We are confident that our proposal provides the best value proposition to meet and exceed the State's goals and objectives. We look forward to responding to any questions resulting from your review of the enclosed proposal. For additional information, please feel free to contact me at 800-350-1000 ext. 3037 (office) or by email at proposals@teampcs.com.

Sincerely,

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

Tommie E. Joe
President & Chief Operating Officer
Public Communications Services, Inc



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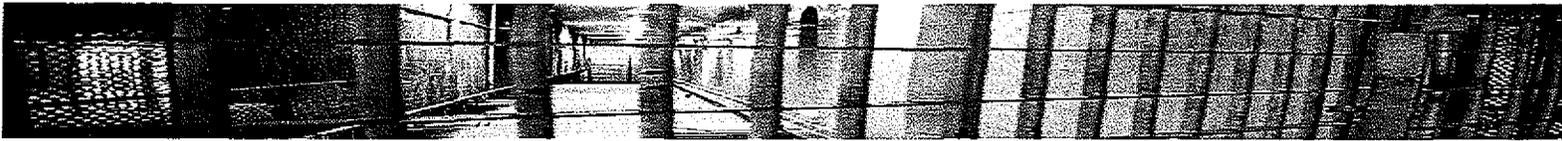
**State of Nebraska
Inmate Calling Services
RFP Number 2505Z1**

Technical Proposal

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Attachments

- A PCS Audited Financial Statement for 2007
- B Dun & Bradstreet Financial Report
- C First Regional Banking Reference
- D Douglas County Letter of Reference
- E State of Missouri Letter of Reference
- F Implementation Plan
- G List of LECs & CLECs
- H Declaration of Conformity with FCC Requirements
- I Navitel/OTC Inmate Telephones
- J Sample Dialing Instructions
- K Certificate of Liability Insurance and Worker's Compensation Insurance
- L Douglas County Employee of the Year Notification

State of Nebraska (State Purchasing Bureau)
**REQUEST FOR PROPOSAL
FOR CONTRACTUAL SERVICES FORM**

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
2505Z1	May 30, 2008
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 8, 2008 2:00 p.m. Central Time	Todd Dlouhy/Ruth Gray

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska, Administrative Services, Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 2505Z1 for the purpose of selecting a qualified contractor to provide Inmate Calling Services.

Written questions are due no later than June 10, 2008, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Site Visits will be conducted from June 16, 2008 through June 20, 2008. Reference Section I.B Site Visits for further information.

Bidder should submit one (1) Original and six (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the Original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. NO late proposals will be accepted. NO electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://www.das.state.ne.us/materiel/purchasing/>

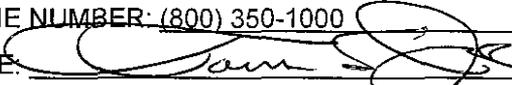
BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies that they maintain a drug free work place environment.

FIRM: Public Communications Services, Inc.

COMPLETE ADDRESS: 11859 Wilshire Blvd, Ste 600, Los Angeles, CA 90025

TELEPHONE NUMBER: (800) 350-1000 FAX NUMBER: (310) 954-2118

SIGNATURE:  DATE: July 3, 2008

TYPED NAME & TITLE OF SIGNER: Tommie E. Joe, President & Chief Operating Officer

Section 2: Executive Summary

EXECUTIVE SUMMARY

Public Communications Services, Inc. (PCS) is pleased to present this proposal for a turnkey Inmate Telephone System, and we are eager to outline the key reasons why the PCS Solution is the best solution for the State of Nebraska.

PCS understands the State's need to provide the **lowest possible rates** to inmates and their families and friends. As a long-term vendor in the inmate telephone industry, we realize the importance of low rates in ensuring that inmate communication with their loved ones is simple and affordable.

PCS's proposal addresses these needs by providing low rates that are easy to understand. The rates in this proposal represent a 39% average savings over the calling plans currently in place at the State of Nebraska. Further, the rates are simple – so auditing will be easier, and inmates and their loved ones should never be confused about the cost of staying in touch.

PCS also understands that the State needs to balance the lowest possible rates against the need for **superior system reliability and service**. As this proposal demonstrates, PCS can support the State's technical and service needs. We will deliver an on-time implementation. We will install highly reliable, hardened, state-of-the-art equipment. We will support your system with our top-tier Service Delivery Platform. And we will guarantee that Cardless Debit calling is integrated with the State's commissary system and is fully functional at system cutover.

Finally, PCS understands the state's need for a **long-term solutions partner** with a vendor who has a strong and stable history in the telephone services industry and a track record of excellent service.

As this proposal shows, PCS is not only a strong, service-oriented company with more than twenty years in the inmate telecommunications business. We are also growing – in the last few years, we have gained key accounts such as the Missouri DOC and Douglas County, Nebraska; and we continue to earn the business of major accounts across the country. Further, in trying to earn the State of Nebraska's business, PCS has spent many years cultivating our familiarity with the State and its needs. Today, we have not only the technical know-how to meet the State's technical and service-related needs, but also the size, strength, and experience to assure the State that we can keep rates low and system performance high.

Our proposal describes in detail PCS's ability to meet each need outlined in the RFP; this Executive Summary summarizes our abilities to meet these particular needs, as we understand them to be the highest priorities for the State of Nebraska.



Low, Simple Rates for the State of Nebraska

As a zero-commission state that has traditionally boasted one of the lowest inmate calling rates in the country, Nebraska obviously places a high value on providing the lowest possible rates to its constituents. Likewise, PCS has been in the inmate telephone service business long enough to appreciate the importance of low and easy-to-understand rates for inmates at correctional institutions. History shows us that communication with loved ones contributes to a lower rate of recidivism and higher inmate morale.

Therefore, PCS is pleased to offer a partnership with the State of Nebraska that will provide the following low rates for Nebraska inmates and their loved ones (Figure ES.1):

Proposed Rates*	Collect		Prepaid		Debit	
	Connect	Minute	Connect	Minute	Connect	Minute
Local	\$ 0.70	\$ 0.00	\$ 0.50	\$ 0.00	\$ 0.50	\$ 0.00
IntraState/IntraLata	\$ 0.70	\$ 0.05	\$ 0.50	\$ 0.05	\$ 0.50	\$ 0.05
IntraState/InterLata	\$ 0.70	\$ 0.05	\$ 0.50	\$ 0.05	\$ 0.50	\$ 0.05
InterState	\$ 0.70	\$ 0.05	\$ 0.50	\$ 0.05	\$ 0.50	\$ 0.05

Figure ES.1: Calling Rates

**The above rates do not include any applicable federal, state or local taxes, regulatory fees, or surcharges.*

These rates are simple, and they are straightforward; PCS never charges undisclosed fees, like Bill Statement Fees – so inmates, their families and friends, and NDCS personnel can easily track and communicate the costs, and auditing and accounting tasks will be less cumbersome than ever before. Furthermore, these rates represent an **average savings of 39%** over the State’s current inmate telephone system.

Superior System Reliability and Service

PCS understands that low rates are attractive only when matched with a highly reliable system, an efficient and seamless implementation, and the top-tier service to support facility staff and telephone customers.

The PCS Solution has, at its core, a state-of-the-art calling platform that is thoroughly hardened in the corrections field. Our solution’s proven reliability has been experienced by PCS clients of all sizes. PCS will connect each site, and each call processor, through a secure high-speed network that has self-healing capability and constant network monitoring.

Further, PCS is renowned for our excellence in integrations, and our implementations team has many years of combined experience in providing fast and seamless cutovers. From the moment of system turn up, inmates will be able to take advantage of **Integrated Cardless Debit** – purchasing calling time through the commissary – as well as Prepaid Collect and Collect calling options.

Finally, PCS understands that the State of Nebraska's standards for support and service response are higher than most industry standards. PCS's seasoned service team can promise an even higher level of service than the NDCS requires. In fact, we already have higher service and support standards in place at other client facilities, and we are pleased to offer the State of Nebraska our expertise in serving large correctional facilities.

As a testament to our outstanding service presence in Nebraska, Mr. Chad Strong, who works for PCS in Omaha, was once awarded Employee of the Year honors from Bob Houston in Douglas County, Nebraska, when Mr. Strong worked there as a site administrator. (Please refer to *Attachment L* of this proposal for the award notification.) The NDCS service team will also include Ms. Kimberly Zenchuk as your Client Services Representative and **single point of contact** for your inmate telephone service. Additionally, as the current ITS provider to Douglas County, PCS is pleased to be the only ITS vendor that can provide a continuity of service between the State and the State's largest county.

Welcome to PCS – Your Long-Term Solutions Partner

As a major ITS vendor with a strong history and reputation in the inmate telephone services industry, PCS is uniquely positioned to cultivate the long-term partnership the State of Nebraska needs to keep rates low and meet its system performance and service goals.

PCS has worked for many years to cultivate this kind of partnership with the State of Nebraska, and we submitted proposals the last two times the State has gone out to bid for its inmate telephone services. Over the years, we have been able to visit the State's facilities many times and thoroughly familiarize ourselves with the particular needs of the NDCS, putting us in an excellent position to provide for those needs.

Over the last decade, as PCS has worked to build a relationship with the State of Nebraska, our business model has remained constant. We are an **inmate telecommunications company** – that is what we do, and that is *all* we do. We are not testing the corrections market, and we are not new to this industry.

However, one thing has changed about PCS over the years: We've grown through experience.

By focusing on steady, long-term growth and understanding the particular needs of large correctional facilities of 1,000+ beds, PCS has garnered expertise in serving many large, key accounts, like the Missouri Department of Corrections; Douglas County, Nebraska; and the Maine DOC. Through this steady growth, PCS has also risen to become one of the Big 3 inmate telephone service providers, and our financial strength and stability is unparalleled in the industry.

As your long-term solutions partner, PCS will work proactively with the State to control costs – keeping calling rates low – and to ensure that inmates receive the most benefits from their telephone system, like reliable service and multiple calling and payment options. And, as a strong and financially stable company, PCS can reinvest its resources back into the clients we serve, providing *and maintaining* the top-tier service and state-of-the-art technology that not all vendors can offer.

A Solid History and a Strong Future with PCS

A valuable indicator of future performance is past performance. PCS invites you to contact our references – including nearby Douglas County, where we have in place the same calling system, service, and features that we propose for the State of Nebraska. We are certain they will attest to the outstanding service they have experienced since partnering with PCS.

PCS looks forward to creating a similar partnership with the State of Nebraska and building a strong future together. As the corrections industry grows and evolves, PCS will continue to work proactively with the State of Nebraska to ensure that we are on the forefront of both service and technology, now and in the future.



3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. **BIDDER IDENTIFICATION AND INFORMATION**

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

PCS Response: PCS has read, agrees and will comply.

Public Communications Services, Inc.
11859 Wilshire Boulevard, Suite 600
Los Angeles, CA 90025
Phone: (800) 350-1000
Fax: (310) 954-3012

Federal Employer ID Number: [REDACTED]

Public Communications Services, Inc. (PCS) is a privately held S corporation incorporated in the state of California. PCS has provided TURNKEY inmate telephone services and technology to correctional facilities nationwide.

PCS is one of the three largest national providers of telephone service to federal, state, and local government agencies. For nearly two decades, PCS has provided innovative communication solutions for correctional facilities throughout the United States. PCS is a pioneer and proponent of multiple calling options. We offer pre-paid collect and debit solutions that are more cost effective than collect services, resulting in lower call rates to correctional telephone consumers.

b. **FINANCIAL STATEMENTS**

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

PCS Response: PCS has read, agrees and will comply.

We have included our current, annual, audited financial report, which includes the auditor's statement attesting to PCS' financial condition, as **Attachment A, PCS Audited Financial Statement for 2007**. We have also included our most recent **Dun & Bradstreet Financial Report as Attachment B**. Please note that these documents contain proprietary and confidential information.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

PCS Response: PCS has read, agrees and will comply.
Public Communications Services, Inc. (PCS) is a privately held S corporation that provides TURNKEY inmate telephone services and technology to correctional facilities nationwide.

PCS is one of the three largest national providers of telephone service to federal, state, and local government agencies. For nearly two decades, PCS has provided innovative communication solutions for correctional facilities throughout the United States. PCS is a pioneer and proponent of multiple calling options.

We offer prepaid collect and debit solutions that are more cost effective than collect services, resulting in lower call rates to correctional telephone consumers. Our success in servicing over 150,000 inmates comes from listening to our clients' unique requirements and then creating solutions that revolve around the needs of the correctional facility and those of their constituents. We know that security and operational efficiencies are of primary concern, and we hold ourselves accountable for creating a seamless transition beginning at the time of implementation and ensuring a fully integrated solution with existing jail management, commissary, and inmate banking systems, as desired by the customer.

As inmate telephone service providers our primary goal is to allow inmates and their families to communicate easily using any of our multiple calling options, which are offered at fair and balanced rates. We are also one of the biggest proponents of providing quality customer care to end users and the inmates using our services. We partner and work closely with Inmate Advocacy Groups to address their customer needs and take proactive steps to establish a favorable working relationship with Inmate Advocacy Groups nationwide.

Based on the accumulated experience of the past twenty years, PCS has proposed a system that includes full network infrastructure deployment, 24-hour customer support and billing/inquiry services for family and friends, and backed up by an Information Technology Management (ITM) department that is dedicated to innovative and practical system implementations. To date, PCS has installed and maintained more than 200 inmate telephone systems nationwide, and has extensive experience with over 200 federal, state, county, city, and private correctional facility accounts, including: the United States Immigration and Customs Enforcement (ICE), the State of Missouri; the State of Iowa; the State of Idaho; the State of Vermont; Douglas County, Nebraska; Kern County, California; Mendocino County, California; San Diego County, California; Bernalillo County, New Mexico, Reeves County, Texas, GEO Western Regional Detention Center—San Diego, CA, and others.

An example of our creative approach to customer problem solving and in response to specific request from the United States Attorney General, Congress and the Department of State, PCS was commissioned to develop, install and oversee the first domestic and international "Pro

Bono" service linking approximately 480 local and state facilities contracting with ICE (Immigration and Customs Enforcement) for detainee housing.

To meet ICE's international calling needs for detention centers across the nation housing approximately 10,000 detainees, PCS pioneered, designed, and developed one of the first "debit" systems in the nation. This led PCS to design and implement the first hybrid calling systems that combine collect, pre-paid collect and debit calling, and are able to interface with existing commissary systems. We have since deployed debit and/or prepaid collect programs in over 70% of our installations serving over 150,000 inmates and 228 facilities in 26 states.

PCS is focused solely on delivering inmate communications solutions to the corrections industry. This has enabled us to avoid the instability that has rocked the telecommunications industry in recent years and that has resulted in many inmate telephone providers abandoning some or all of their clients. PCS has a long-term track record of financial stability that allows us to build strong partnerships with our clients, and to keep the commitments we make.

At the present time, PCS manages and supports:

- 228 facilities located in 26 States
- Over 150,000 inmates using 10,155 inmate phones
- 2.8-million completed calls per month (including 1.3-million completed debit calls per month)
- 30-million minutes of calling per month (including 10.3-million debit minutes per month)

In addition, a banking reference from **First Regional Bank** is provided in **Attachment C**.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

PCS Response: PCS has read, agrees and will comply.

PCS is not aware of any judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

PCS Response: PCS has read, agrees and will comply.

PCS does not anticipate any change in ownership or control of the company during the twelve (12) months following the proposal due date. PCS will notify the State of any change of ownership that occurs throughout the life of the contract.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a Contract with the State of Nebraska must be identified.

PCS Response: PCS has read, agrees and will comply.

The office of proposed account manager for the State of Nebraska, Kim Zenchuk, is located in **Omaha, Nebraska**. Ms. Zenchuk will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues.

Ms. Zenchuk's contact information is:

Office phone: (402) 933-9723

Fax: (310) 954-2102

Email: kimberly.zenchuk@teampcs.com

In addition, PCS Technical Services personnel are also available to assist the state with performance issues. These personnel are located at our home office in Los Angeles, California and can be contacted 24/7/365 at (800) 6-INMATE.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the Contract number(s) and/or any other information available to identify such Contract(s). If no such Contracts exist, so declare.

PCS Response: PCS has read, agrees and will comply.

PCS currently has had no Contracts with the State of Nebraska over the previous two (2) years.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

PCS Response: PCS has read, agrees and will comply.

No party named in this proposal response is or was an employee of the State within the past twelve (12) months.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a Contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder, or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a Contract terminated for convenience, non-performance, non-allocation of funds, or any other reason which termination occurred before completion of all obligations under the initial Contract provisions, describe fully all such termination including the name and address of the other contracting party, and the circumstances surrounding the termination. If no such early termination has occurred, so declare.

PCS Response: PCS has read, agrees and will comply.

PCS has never been removed from any contracted facility on the basis of poor or non-performance.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i.** Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a)** the time period of the project;
 - b)** the scheduled and actual completion dates;
 - c)** the Contractor's responsibilities;
 - d)** for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and

- e) each project description shall identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, subcontractors shall identify what share of Contract costs, project responsibilities, and time period were performed as a subcontractor.

PCS Response: PCS has read, agrees and will comply.

DOUGLAS COUNTY NEBRASKA

As prime contractor, PCS currently provides the 3 Douglas County facilities with a fully-integrated, debit enhanced inmate telephone system. PCS completed installation in February 12, 2002. PCS was scheduled to complete the installation in February 12, 2002, with a scheduled budget of \$99,701. The actual budget came within 10% of the scheduled budget. The time period for this project is February 12, 2002 to September 2012. In fact, we recently received a contract extension from Douglas County.

The Douglas County facilities house a total of 1,178 inmates, serviced by 178 inmate phones. PCS is especially proud of this installation, which involved transitioning a manual collect and debit card system to a fully-automated cardless debit system—the same integrated system that PCS is prepared to provide the Nebraska DOC. The phone system is integrated with the Jail Management System and the Commissary System, thereby facilitating the automatic creation of inmate telephone accounts and the sale of cardless debit.

PCS has been recognized for the high level of service we provide this county. The first PCS Site Administrator at Douglas County—Chad Strong—received the Douglas County Employee of the Year Award in 2004, even though he was actually an employee of PCS. We have included a copy of the **Douglas County Employee of the Year Notification Letter** in **Attachment L**. PCS welcomes the opportunity to provide the same quality service to the entire state of Nebraska. Kimberly Zenchuk, the PCS account manager for Douglas County, will conveniently serve as the account manager for the State, thereby ensuring continuity of service.

For more information on the PCS installation at the Missouri DOC, please contact:

Roland Hamann	Administrative Services Manager
Telephone:	(402) 599-2267
Fax:	(402) 444-6088
Email:	rhamann@dccorr.com

Douglas County Corrections
710 South 17th Street
Omaha, NE 68102

We have included a **Letter of Reference** from **Douglas County** in **Attachment D**.

STATE OF MISSOURI DEPARTMENT OF CORRECTIONS

PCS is under contract as the prime contractor with the State of Missouri Department of Corrections to provide a turnkey inmate telephone system with state-of-the-art monitoring, recording, and investigative features. The Department of Corrections consists of 23 facilities housing approximately 30,662 inmates, and is serviced by 1,575 inmate telephones. The time period for this project is September 2006 to May 2011. PCS was scheduled to complete the installation in November 10, 2006, with a scheduled budget of \$2,854,003. PCS completed the installation of the inmate telephone system between September and November of 2006. The actual budget came within 10% of the scheduled budget.

The State of Missouri Department of Corrections was invested in increasing communication between inmates and their loved ones by lowering call rates. As a result, the PCS installation included prepaid collect (Daily Dial™) and debit calling options, both of which proved to increase call volumes significantly. The Missouri DOC was impressed by the speed and smoothness of the PCS implementation, which included debit calling upon system turn-up.

For more information on the PCS installation at the Missouri DOC, please contact:

Theresa Roedel Telecom Analyst
Telephone: (573) 522-2783
Fax: (573) 526-5885
Email: theresa.roedel@doc.mo.gov

State of Missouri Department of Corrections
P.O. Box 236
2728 Plaza Dr. Lower Level 65109
Jefferson City, MO 65102

Please refer to **Attachment E** for a **Letter of Recommendation** from the **State of Missouri**.

STATE OF MAINE DEPARTMENT OF CORRECTIONS

PCS completed the installation of a turnkey inmate telephone system at the State of Maine Department of Corrections in October, 2007. As the prime contractor, PCS provides state of the art monitoring, recording and investigative features to the 8 Maine DOC facilities which house 2,000 inmates serviced by 229 inmate telephones. The time period for this project is October, 2007 to October, 2012. PCS was scheduled to complete the installation in December 31, 2007, with a scheduled budget of \$159,709. The actual budget came within 10% of the scheduled budget.

Installation at this multi-facility state DOC was completed smoothly and efficiently. PCS installed debit calling services at the Maine DOC, and, as in Missouri, debit calling has had a direct influence on call volume.

For more information on the PCS installation at the Missouri DOC, please contact:

Dave Packard Agency Technology Officer
Telephone: (207) 287-4303
Fax: (207) 287-4370
Email: dave.packard@maine.gov

State of Maine Department of Corrections
111 State House Station
3rd Floor Tyson Building
Augusta, Maine 04333

i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the Contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

PCS is uniquely qualified to design, implement, and support a full range of calling services to comply with the needs of the State of Nebraska.

Our objective is to meet or exceed our client's expectations in the following areas:

- Ensure that all contractual obligations are consistently met
- Proper implementation at all facilities

PCS has a well-trained staff, experienced with the day-to-day challenges of handling multiple correctional facilities.

The **PCS dedicated staffing component approach** will encompass the following categories.

- 1.0 Management Staff
- 2.0 Technical Support Staff
- 3.0 Field Technical Support Staff

These categories are described more fully in the following pages.

1.0 Management Staff

On the pages that follow, PCS has provided the resumes of the proposed professional staff members who will be performing work under the contract. The combined experience of these professionals represents more than 180 years in the telecommunications industry and nearly 90 years in the inmate telephone industry. No other vendor has the knowledge and experience of PCS.

Our team is comprised of experts in the areas of program and project management, network and infrastructure design, information technology systems, service integration, client management and marketing services. These individuals will be closely involved in ensuring the success of the PCS proposal for the State of Nebraska.



RESUME
DOCUMENTATION
REMOVED

2.0 Technical Support Staff

The Inmate Telephone System will be remotely monitored and administered by PCS Technical Support Representatives. Our dedicated, highly-trained representatives work with facility personnel to ensure the timely maintenance and administration of the Inmate Telephone System.

Technical Service Representatives will also assist with training needs and provide regularly scheduled and specially requested reports. PCS Technical Service Representatives will provide preventive maintenance schedules, maintenance system updates, maintenance reports, downtime reports, and will participate in maintenance meetings as requested.

Service Requests are to be reviewed during the regularly scheduled weekly support team meetings and in conference calls held on an as needed basis with all relative personnel and associated contractors. Teams will also meet regularly to discuss the trends related to system support and system reliability. Performance is tracked by collecting data from various sources, such as: automated logging of system and network problems; manual review of call reports and call detail records, detainee complaint forms; regular customer interviews; and weekly service request status reports to determine compliance with SLAs.

The roles and responsibilities of PCS Technical Support Staff shall include the following:

PCS Client Services Rep/Technical Service Representatives

- Review, update and reprint Escalation procedures to present to facilities
- Communicate with all facilities to insure they are educated on the inmate complaint process
- Insure that weekly Ticket status report is provided
- Partner with Technical Support Team to insure tickets are addressed and meet SLAs
- Lead weekly communications with vendors

Technical Support Team

- Support all facilities
- Insure tickets are addressed and meet SLAs
- Communicate with all facilities (Min 2 times per week)
- Review and analyze internal and external reports
- Provide weekly facility communication report
- Provide weekly Service ticket report
- Assist with escalations as needed
- Engage with Revenue Assurance to insure correct rates are charged at facilities
- Quarterly onsite audit/capacity analyses of all systems, phones and network
- Maintain and upgrade system and network capacity at all facilities as needed

Site Administration Team

- Insure that all inmate complaint forms are received and reviewed



- Work with TSR group and Debit fulfillment group to address inmate complaints in a timely fashion.
- Insure debit fulfillment is processing refunds in a timely fashion
- Communicate with facilities routinely to insure that the facilities are educated on the inmate complaint process
- Engage with Customer Service to assist with complaint escalations

3.0 Field Technical Support Staff

All service personnel are factory certified and trained in the maintenance of our systems. Scheduled preventive maintenance helps keep the Inmate Telephone System operating at top performance, while non-scheduled maintenance addresses performance issues that periodically occur during system usage.

Scheduled Preventive Maintenance

PCS believes the key to system reliability is scheduled preventive maintenance. Field Technicians adhere to the following basic guidelines when on-site for Preventative Maintenance Inspection (PMI). These preventative checks and services will be completed at each site containing PCS equipment whenever an equipment item is repaired or during the standard scheduled time. When on-site for PMI, each technician will perform the following telephone and equipment maintenance:

1. Check all detainee phones on site for serviceability.
 - Dial pad.
 - Hook switches.
 - Handset.
2. Check all facility wall jacks on site for serviceability.
 - Replace or repair as needed.
3. Check all detainee phones on/off switches and relays for serviceability.
 - Replace or repair as needed.
4. Make a test call from each detainee phone to check the volume.
 - Report any phone which does not have dial tone from the CO to LEC.
5. Check the Investigator and Admin Workstations.
 - Check a recording.
 - Check the printer.
 - Check live monitoring.
 - Check all connections on the workstation.
6. Check PCPE equipment.
 - Check event log.
 - Check validation.
 - Dial into all CO Lines.

- Make sample call into CPBS
- Check phone room for cleanliness.
- Clean and remove all trash.

All repairs will be signed off by the designated representative of the facility prior to the service personnel's departure.

Non-Scheduled Maintenance

When PCS' Customer Service personnel are notified of service interruptions and repair related issues, they 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 response of PCS personnel's to the client is immediate, and the dispatch of field technicians, if required, is in accordance with contract requirements. Non-scheduled maintenance and repairs include the following:

1. PCS Field Service Technician notifies contact personnel upon arrival and receives any further details or instructions involving detainee phone system issues.
2. Technician performs system diagnostics, performs repairs as necessary and completes In-House Trouble Ticket form.
3. Notifies PCS Customer Service of completion and details on resolution of trouble.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

PCS Response: PCS has read, agrees and will comply. Please refer to the table in **Figure 3.1**.

Subcontractors			
Name	Contact Information	Tasks	% Performance Hours
COMMUNIQUE NETWORK SERVICES	Joseph G. Joseph – President and Owner P.O. Box 6689 Beaverton, OR 97007 joseph@cnsdispatch.com Contact (503) 648-4583 Fax (503) 430-0594	Inmate phone installation	50

Figure 3.1 Subcontractors

4. Technical Approach

a. Understanding of the Project Requirements

We are excited to take this opportunity to summarize the key reasons PCS is the best inmate telephone service provider for the State of Nebraska DCS. PCS is a full turnkey inmate calling solution. The PCS Solution has the capability of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling. Our proposal offers debit calling, collect calling, robust reporting, full channel recording and monitoring, and full project oversight during both implementation and ongoing maintenance. The debit calling platform will be fully integrated with the State's commissary system, and we have the integration experience to guarantee this integration will be complete by cutover to your new inmate telephone system.

PCS has built a reputation as a leader in systems integration. We have successfully integrated with a variety of Jail Management, Commissary, and banking systems, and we are particularly proud of our integrations with the State of Missouri DOC. We integrated our inmate phone system with several databases in the State of Missouri. Those interfaces, which are critical to Missouri's inmate phone system, have run smoothly and efficiently. Our integrations resulted in a seamless flow of information between systems that ensures that inmate accounts are always accurate.

For more than two decades, PCS has remained dedicated to providing the best customer service possible—both to inmates and their loved ones, and to department of corrections staff. At the heart of the PCS Solution is a 100% commitment to proactive and efficient customer service, and a Single Point of Contact approach that guarantees reliable support avenues for both end-users and facility staff.

The PCS Customer Service department will provide the NDCS with the high level, proactive customer service support that it deserves. Facility staff should not be required to devote time to responding to an inmate's family's or friends' complaints and inquiries. That is why our number one customer service priority has always been to proactively address families' and friends' complaints and inquiries, thereby minimizing the interaction between facility staff and an inmate's family or friends. Our toll-free automated and live-operator customer service lines make it easy for families and friends to resolve any billing or service issues with our short wait times, high issues-resolution rate, and low abandonment rate.

To ensure NDCS receives the service you deserve, PCS will provide an onsite system administrator whose office will be located at the central administrators office in Lincoln, NE. PCS proposes to provide a dedicated, well-qualified site administrator to the State who can assist with the following tasks.

- Maintenance of databases relating to the inmate telephone system, which includes entering new inmate calling information, PINs (Personal Identification Numbers) and blocks and unblocks of numbers
- Assist with inmate and administrative comments, questions, and grievances
- Prepare reports and audits as required by the facility

- Review accounting and create closing statements on a weekly basis
- Manage debit revenue purchases through the commissary interfaces
- Assist with any investigation that is deemed necessary by the State
- Transfer call recordings onto CD as requested by investigators
- Facilitate maintenance and repair of the inmate telephone system and provide regular preventive maintenance reports

To maintain and repair the telephone system, PCS is providing a certified local technician. PCS will also continue to provide the NDCS with round-the-clock 24/7 access to our in-house Technical Services Department. We will ensure that all equipment and system needs and repairs are processed and resolved quickly and with minimal complication.

Advanced Investigative Tools and Technology

A State-of-the-Art Call Processor

PCS will provide the NDCS with a state-of-the-art call processor as part of our commitment to keep the NDCS ahead of the technological curve. The proposed cutting-edge call processing system offers versatility and flexibility in meeting the investigative and administrative needs of the correctional environment, and the system design provides multiple backup layers to provide the highest degree of reliability.

Powerful Investigative and Security Features

The PCS Solution provides a full array of investigative features including Recording and Monitoring of all calls, Alerts, Reverse Lookup, and more. It also provides security and fraud control features to keep the facility safe and protect the surrounding population.

Anytime, Anywhere Investigative Access

Investigators do not need to come to the facility to access call recordings or call data. The PCS Solution is designed to operate on a secure network so that investigators and administrators can access the system from any location. Remote access to the system is through a Cisco PIX firewall device and Secure Sockets Layer (SSL). SSL is a protocol developed by Netscape for transmitting private documents via the Internet. SSL uses a cryptographic system that uses two keys to encrypt data. This is the same security system that is successfully used by many Web sites to obtain confidential user information, such as credit card numbers, without compromising security. In addition, access is through a Virtual Private Network (VPN) over the Internet. These systems provide a triple layer of protection to ensure that only authorized users can access the network and that the data cannot be intercepted or compromised.

Authorized personnel will be able to retrieve previously recorded calls or listen to live calls at their desktops via the State local area network with approved access. They will also be able to run reports and operate the telephone system from a remote location as if from a dedicated workstation at the facility.

The PCS Solution's open architecture and state-of-the-art hardware design allow the inmate telephone system to easily expand and adapt to changes as State needs dictate.

b. Proposed Development Approach

The PCS Solution Presents: Four Convenient Ways to Reach a Loved One

In addition to traditional Collect calling, the PCS Solution offers inmates two dynamic methods for connecting to their loved ones – Prepaid Collect and Cardless Debit calling. These options provide inmates and their loved ones with a variety of ways to fund inmate calling, and they can facilitate more calls by connecting to telephone numbers that are restricted from traditional collect calling, like cell phones.

By broadening the spectrum of calling methods and payment options available, the PCS Solution delivers the most flexible, easy-to-use suite of calling services available in the inmate telecommunications marketplace today.

Cardless Debit and Prepaid Collect: Calling Methods for Today's Corrections Environment

While traditional collect calling has long been the only communication option for inmates and their loved ones, it is no longer sufficient in an era when an increasing portion of the American population relies solely on cellular phones for their communication needs. Traditional collect only allows inmates to call loved ones with unrestricted landlines, and collect calling can quickly become a financial burden for called parties who are able to accept the calls.

As an alternative to traditional collect calling, PCS is proud to offer two affordable, flexible and secure calling methods for today's inmates and their loved ones: cardless debit and prepaid collect.

Cardless Debit

A secure Debit account is created upon booking, and the inmate prepays for calls by purchasing time in bulk from the commissary. Family and friends can also fund an inmate's Debit calling by depositing money into the inmate's account. An inmate can use Debit calling time to call any facility-approved telephone number he or she chooses. The cost of each call is automatically deducted from the inmate's Debit account. When the Cardless Debit service is integrated with the commissary, replenishing debit funds is as simple as filling out a commissary order form.

Prepaid Collect

If an inmate's family member or friend is unable to receive traditional collect calls, or is simply interested in a more cost-effective calling option, they can pre-pay for collect calling time by opening a Prepaid Collect account. Instead of being billed for their calls later, Prepaid Collect calling offers several convenient ways for inmates' loved ones to pay in advance for calling time. Friends and family members can more easily manage their spending, while the facility can be sure that no time or resources will be wasted on collections. When the inmate places a collect call to the number attached to a Prepaid Collect account, and the call is positively accepted, the funds are automatically deducted from the called party's account.

Traditional Collect

The inmate places a call through an automated operator. If the called party accepts the charges, the call is connected and the called party is billed on their regular monthly telephone bill.

An Overview of PCS Calling Options

	Cardless Debit	Prepaid	Traditional Collect
Ownership	time is owned by the inmate	time is owned by owner of phone number	time is owned by owner of phone number
Control	inmate is in control and responsible for budgeting phone time	owner of phone number is responsible for budgeting and funding phone time	PCS retains a threshold level based upon risk management philosophy; phone number must be billable by the LEC
Funding	inmate requests phone time through the commissary	owner of phone number can pay for phone time via multiple channels, including kiosk, web, self-service interactive voice response system, or live operator customer service	owner of phone number pays their regular phone bill
Calls	inmate can call any approved number and talk as long as he or she has funds available (subject to facility's calling time limits)	inmate can call only the one phone number to which phone time has been assigned and can talk as long as funds are available (subject to facility's calling time limits)	inmate can call only billable numbers; calls restricted according to facility's time limit or call threshold
Refunds	upon release, inmate sends postcard to PCS requesting refund (where allowed)	owner of phone number calls PCS customer service to request (payments made by credit card are refunded to credit card; otherwise credit received as a check)	requested through the LEC
Commissions	paid on debit revenue usage for commission period less taxes (taxes are collected at time of call); commissions paid 45 days after end of month	paid on prepaid revenue usage for commission period less taxes (taxes are collected at time of call); commissions paid 45 days after end of month	paid on all billable calls; commissions paid 45 days after end of month
Invoicing	PCS invoices facility or commissary vendor to obtain the cash used to fund the inmate's debit account (cash for the phone time resides either in the inmate's trust account or the commissary); done monthly	no invoicing necessary on prepaid time	no invoicing necessary on collect time

c. Technical Considerations

PCS proposes a full turnkey Inmate Telephone System for the State of Nebraska. We guarantee a smooth and seamless implementation within the required timeframe; integration with the State's commissary that will make Integrated Cardless Debit calling available to inmates at system turn up; a 100% commitment to proactively maintaining and supporting the State's inmate telephone system; and a Single Point of Contact approach to technical service.

At the heart of the PCS Solution is a state-of-the-art and industry-hardened call processor. This processor will provide the State with advanced investigative and administrative tools and the high level of system reliability you need.

Detailed information about our ability to meet and exceed the State of Nebraska's technical requirements can be found in this proposal in *Section 5 (PCS Response to RFP Section IV: Project Description & Scope of Work)*.

As an overview: PCS will install the following equipment, or the functional equivalent, for the inmate telephone system:

System Hardware

The proposed system uses Pika-based telephony cards with standard hard drives in RAID 1 and RAID 5 arrays. PCS will provide the hardware components. These items, along with installation, will be provided at the sole expense of PCS. PCS proposes to use AGM Telecom, Inc., who produces the state-of-the-art and highly customizable call processor that PCS proposes to install for the Nebraska DCS, as a subcontractor for the call processor installation. AGM is a telephone service provider specializing in end-to-end calling solutions for correctional institutions. The management team and staff of AGM have been providing inmate call processing to the corrections industry since 1990. AGM technology is developed exclusively for the corrections market by a dedicated and proven development team, headed by Mr. George McNitt.

The AGM Inmate Calling Manager (ICM) host processor consists of the following materials list:

- 19" Rack Mount Chassis w/fans (picture below)
- Dual Hot Swappable Power Supplies
- 14 Slot backplane
- Single Board Computer w/Intel Pentium CPU (picture below)
- 10/100Mb LAN Interface Card
- SCSI Adapter Board
- System SATA Drive w/fans

- Recording SATA Drive w/fans
- Floppy Drive
- PIKA telephony boards
- 4x5.25"+2x3.5" or 2x5.25"+ 6x3.5" drive bays for RAID
- Three 12cm ball-bearing cooling fans provide better ventilation for better system reliability
- New rack-mount handle
- Detachable card cage for easy installation and maintenance
- Modularized function panel for one, dual or quad systems
- Single PS/2 power supply & dual PS/2 400W+400W redundant PSU installable
- Replaceable modularized back panel for 20-/14-slot ISA/PICMG BP or ATX M/B
- Intel® Pentium® 4 processor with Hyper-threading technology runs at 800MHz front side bus (FSB)
- Scalable graphics support from Intel® 865G integrated Extreme Graphics 2 to ATI M9 graphics controller integrated 32 MB display memory via AGP4X or ATI M10 graphics controller integrated 64 MB display memory via AGP8X
- Graphics support for dual view from LCD/CRT,TV/CRT, LCD/LCD, LCD/TV display configuration
- Wire-speed Gigabit Ethernet based on Communications Streaming Architecture (CSA) with double throughput PCI based Ethernet
- Rich expansion capability through proprietary PCI expansion connectors (optional)

System Software

The proposed inmate telephone system runs on the Microsoft Windows 2003 operating system with a Microsoft SQL 2005 database. Workstations and interfaces to control the calling platform and related systems are only required to have Microsoft Internet Explorer 6.0 or above. The call processing software is by AGM Telecom.

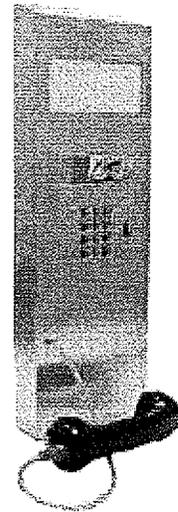
Inmate Telephones

The OTC-2110V2 inmate telephones are vandal resistant, surface mounted telephones with metal housing, steel armored handset cord and stainless steel lanyard. The phones are manufactured in 14-gauge stainless steel, thoroughly field-tested, and are currently used in indoor and outdoor correctional facilities. All telephones are compatible with standard Telco

mountings, which include 10A coin-less and WE-COL type mountings. The inmate phones 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.

Standard Features

- Line powered and compatible with standard subscriber carrier loop
- All weather metal key pad and sealed magnetic switch hook
- Single unit solid state electronics
- Built in secondary lightning protection
- Built in volume control button
- Suitable for indoor or outdoor installation
- Dimensions: 21.2" H x 7.5" W x 2.5" D (4.5" deep with cradle)
- Hearing aid compatible
- Paint/finish is mar and scratch resistant
- Industry standard design
- Instructions on faceplate
- Armored handset cord that is resistant to stretching and breaking
- Tamper proof housing
- Security installation with security studs

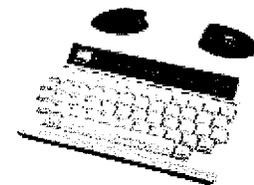


TDD/TTY

PCS proposes the portable, vandal-resistant Ultratec Supercom 4400 TDD, or a functionally equivalent model.

Standard features of this TDD phone 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)

Workstation Hardware

The PCS proposed Administrative PC configuration is an HP Smart Buy dc5750 Desktop with the following components:

- 2 GHz AMD Athlon 64 3200+
- 1 GB PC 3200 RAM memory at 400MHz
- 17" Flat Panel Monitor
- 80 GB SATA II Hard Drive
- 52x32x52x/16x CD-RW/DVD-ROM Combo Drive
- Internal Chassis Stereo Speakers
- Intel 10/100/1000 Onboard Ethernet Controller
- HP USB 2-Button Optical Mouse 800 Dpi
- USB Enhanced Multimedia Keyboard
- Microsoft Windows XP® Professional Service Pack 2

- Microsoft Office 2003 Professional Edition 2003
- McAfee/Norton Virus Protection Enterprise Software
- Lexmark Z611 Color Inkjet Printer

Auxiliary Hardware

- **66 Blocks w/Amphenol Connectors** - 66 Block with single male Amphenol connecting block (25-pair). Suitable as an alternative to the ICC 24-Port Telco Patch Panel.
- **Rack Mount Power Strip** - Tripp Lite's Isobar multiple outlet power strip. Unfiltered electrical pass-through makes RS-1215 ideal for distributing alternate waveform UPS or generator power in rack enclosures, network closets
- **Inmate Station Covers-Orange** - Provides easy system administration and provides a clean and neat appearance
- **Trunk Covers-Blue (Also for combo cards)** - Provides easy system administration and provides a clean and neat appearance
- **TDD phones (Ultratec - Miniprint 425)** - This basic TTY has an easy-touch keyboard with a bright, tilted 20-character display
- **Amphenol Cables-15ft M-M** - Amphenol designs, manufactures and markets electrical, electronic and fiber optic connectors, coaxial and flat-ribbon cable, and interconnect systems
- **Cisco Router** - Cisco 2821 voice router.
- **Switch-8 port** - The EtherFast 8-Port 10/100 Workgroup Switch is a quick and easy way to boost your network's performance while migrating to the power of Fast Ethernet
- **Station Cross-Connect Wire-White/Orange** - providing modular integration of voice and data traffic over copper services. It can also serve as a rate and interface converter or as an integrating multiplexer
- **Trunk Cross-Connect Wire-White/Blue** - providing modular integration of voice and data traffic over copper services. It can also serve as a rate and interface converter or as an integrating multiplexer
- **AllenTel Connector-RJ45 (tip) (bag of 100)** - Cat5E RJ45 Plug-for Round Solid Cable ,50μ (Micron) Gold Plated Contacts, 8 Position / 8 Conductor
- **Modem 56k (also order modem cable)** - Integrated ADSL modem is compatible with broadband services worldwide.

- **Network Patch Cables-10ft (Yellow or Blue)** - 5e (Cat5e) patch cable with gold plated RJ45 molded male connector plugs features a snagless boot for trouble-free installations
- **Adit 600 Channel Bank** - Broadband Customer Service Terminal which fulfills many channel bank, multiport CSU/DSU
- **Adit 600 Channel Bank Rack Mount Kit** - A rack for a Broadband Customer Service Terminal which fulfills many channel bank, multiport CSU/DSU
- **Adit 600 8-port FXS card** - Broadband Customer Service Card which fulfills many channel bank, multiport CSU/DSU
- **Bridge Clips (Bag of 1000)** - connection between two test points.
- **Mushrooms** - Wire Distribution Spool
- **D-rings (small)** - Wire Distribution Rings, Aluminum
- **Cable Ties (large)** - Preformed tie straps on a continuous roll that pull apart without any cutting
- **Wood screws 1" (100 count)** - Required for mounting on communication backboard
- **Firewall** - is a device or set of devices configured to permit, deny, encrypt, or proxy all computer traffic between different security domains

4. Technical Approach

d. Detailed Project Work Plan

At the beginning of every PCS client relationship is the careful and thorough planning we spend in the development of the inmate telephone services Implementation Plan. Our project plan undergoes cross-departmental scrutiny to ensure that all aspects of systems and service deployment are covered.

The plan includes dedicated experts who are assigned and will report to the Nebraska DCS staff during the entire course of the project. The team comprises experts in the areas of program management, project management, network and infrastructure design and deployment, information technology systems and service integration, client management, and marketing services. Together, the combined experience of our dedicated experts in project management and implementation span more than six decades.

The PCS implementation project team will be headed by Anthony Arellano, Implementations Manager, a veteran of many systems and service deployments. Mr. Arellano and his team will manage the entire project, ensuring that every detail of the plan is precisely implemented. The plan includes the following:

- Network and circuit installation
- Facility infrastructure changes or improvements
- Upgrade and testing for wiring and cabling
- Systems and service installation
- Systems and service testing and turn-up
- Pre- and post-deployment quality control, implemented with the outmost quality and timeliness
- Correctional staff training
- Inmate education and orientation to the new system's features

The project team will be accountable to the State and will provide progress reports throughout the course of the project. All aspects of the systems and service implementation shall be precisely executed to avoid disruptions in the current service operations of the phone system at all Nebraska DCS facilities.

PCS has included a 90-day Implementation Plan in Attachment F. The Implementation Plan is broken down into three phases: Pre-Implementation, Implementation, and Post-Implementation.

Pre-Implementation Phase

The plan begins with the pre-implementation phase, which includes a thorough site survey to verify that the proposed Implementation Plan and Network Diagram will meet the needs of the State. PCS's Project Manager will seek to answer several questions about the facilities during the site survey, such as:

- Is there enough available power to run parallel systems until cutover?

- Is it backed by a generator? What is the failover time?
- Does HVAC exist, and is it sufficient?
- How many visitation phones are there? Any action to change? Is there a need to change the number or location of visitation phones?
- What phones are working, broken, or need replacing now vs. later?
- Where are demarcation points located (to mark for new circuits and establish connectivity distance for cable orders)?
- Is there a reasonable distribution of phones (i.e. inmate count to phone ratio)?
- What is required for workers to enter and work at facility; are there escort rules?
- Confirm count of purchased phones, backplates, TDD/TYY, workstations, and other equipment.
- Include AGM Subcontractor in survey, PCS Ops Manager, Technical Services Support, Project Manager. (Site Admins are generally not permitted among the inmate population. Field Site Tech will join survey and note where attention is needed and take prompt action to correct revenue producing issues.)
- Complete inventory of station wiring (mark wiring to the inmate phones).
- Are workstation locations desirable?
- What is the contact information for every contingency?

During pre-implementation, PCS's Project Manager will meet with State personnel to identify specific client requirements, enabling us to design a phone system that will meet the State's unique needs.

At this time, we will make any revisions to the project documentation required by the State and obtain State approval on the implementations plan and network diagram. With the finalized plans in place, PCS will order all necessary hardware, including data circuits, the AGM call processor, phones, workstations, and ancillary equipment. We will also define the data conversion parameters with the incumbent inmate telephone services provider and schedule the removal of existing equipment.

The PCS Project Manager will then lead a kickoff meeting with key State personnel and PCS implementations team members. During this meeting, the project team will discuss the project goals, as well as any constraints. The PCS Project Manager will ensure that all members of the team clearly understand their respective roles in the successful completion of the project.

Implementation Phase

During the implementation phase, PCS's project team will configure and deliver your new call processor. Telephone techs will then arrive onsite at the State's twelve facilities to swap out inmate phones and related equipment, such as enclosures. The telephone installation and cleanup will take about five days, and we will perform these activities during normal business hours, or as directed by the Chief Administrator at each facility.

Your PCS Project Manager and project team will then arrive onsite to verify that circuits are in place and install the call processor, workstations, and routers. The project team will thoroughly test equipment, telephone lines, the CPE modem line, and connectivity among the twelve

facilities, as well as upload any converted data to the call processor, prior to cutover. Implementations will begin simultaneously at all twelve Nebraska facilities, ensuring that the implementations are completed within the State's specified 90-day timeframe.

Post-Implementation Phase

PCS's post-implementation responsibilities include providing documentation, such as escalation procedures and training materials, to the State. PCS will also train facility personnel on system administration, using the investigative tools, and commissary integration.

PCS will perform the following tasks as part of the training process:

- Schedule training for Collect.
- Schedule training for Debit.
- Schedule training for AGM's graphical user interface (GUI) and reports.
- Set up accounts for the Site Administrator and all designated State personnel needing system access.

- Schedule training for systems and interaction with PCS.
- Make sure training is site- and system-specific but thorough and a resource for answering ongoing questions.

- Project manager is onsite until everyone at every facility is comfortable and knows exactly how to interface and handle situations quickly, easily and hassle-free.

- Verify laminated dialing instructions are placed by every phone or group of phones.

Finally, the State will inspect, review, and sign off on the implementation before PCS considers the implementation to be complete. Before leaving, the PCS Project Manager will establish a method and urgency in resolving any issues with Nebraska's central contact and other contacts to ensure expediency and ease in dealing with issues.

Again, please refer to Attachment F to review the Implementation Plan we have prepared for the State of Nebraska.

4e. Deliverables and Due Dates

PCS has proposed a 90-day **Implementation Plan**, included in **Attachment F**.

Installation for all 12 facilities will be completed by **8:00 AM Central Standard Time** on **November 27, 2008**. Debit integration with the commissary will be completed prior to cutover.

5. Section IV: Project Description and Scope of Work

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska is currently seeking qualified vendors to submit proposals for furnishing, installing, and maintaining an Inmate Telephone System for use in all present and future correctional facilities. The intent of this RFP is to award a single statewide contract that will enable inmates at all State Correctional facilities and youth at the Department of Health and Human Services rehabilitation and treatment centers to make collect, debit, and pre-paid calls from State facilities. The State will require inmate access to local, IntraState, InterState and International calling. The State has special security requirements and has a prime objective of controlling inmate telephone usage and limiting the use of the telephone system for fraudulent activity.

PCS Response: PCS has read and understands.

Our proposal offers debit calling, collect calling, robust reporting, full channel recording and monitoring, and full project oversight during both implementation and ongoing maintenance. The PCS Solution has the capability of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.

The system at each NDCS/YRTC facility must allow for investigative personnel located either at the facility or central administration to remotely access each of the systems via a secure, password protected method. Specified NDCS/YRTC personnel must have the ability to change or modify or view any privileges or restrictions pertaining to inmates at their facility.

PCS Response: PCS has read, agrees and will comply.

The proposed inmate telephone system has a built-in Virtual Private Network (VPN) router, which allows investigators and other authorized staff to log into the system from anywhere that they have Internet access. Once the user has securely logged in using an assigned user name and password, the user will be able to perform all administrative functions from any location. There is no need for specialized computers. Any PC capable of running Microsoft Internet Explorer 6.0 or greater and on the Virtual Private Network with a connection of sufficient bandwidth has full access to all of the features, including live monitoring and playback of call recordings.

The system features should include, but are not limited to: central and remote site network administration, centralized system database, automated operator, call branding, call blocking, three-way call detect, call forwarding detect, answering supervision, call duration limits and other inmate/youth calling restrictions, call monitoring and recording, hot number tracking and system reporting. The vendor shall install and operate prison inmate/youth telephones and all related equipment including wiring for the inmate/youth telephones, installation, and any related hardware and software/firmware specifically identified in this RFP without cost to State.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution provides complete control and functionality for NDCS's unique needs, including but not limited to central and remote site network administration, centralized system database, automated operator, call branding, call blocking, three-way call detect, call forwarding detect, answering supervision, call duration limits and other inmate/youth calling restrictions, call monitoring and recording, hot number tracking and system reporting.

PCS will install, operate, and maintain all equipment associated with the inmate telephone system without cost to the State.

The vendor may include any other information that is believed to be relevant to this procurement but not specifically asked for in this RFP. Vendor may explain in detail any innovation, alternatives or more cost effective approaches available in any area of this RFP. Vendor may provide suggestions of other products or services available that may assist the State.

PCS Response: PCS has read, agrees and will comply.

The term of any contract awarded as a result of a proposal shall be five (5) years with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties. During the term of the contract circumstances beyond the control of the state may result in increases or decreases in revenue, as well as increase or decreases in required equipment and/or services. Such circumstances include, but are not limited to, increase/decrease in inmate population, in number of telephones and/or in number of correctional facilities. The committee representing the Office of the Chief Information Officer hereafter referred to as the OCIO and Nebraska Department of Correctional Services hereafter referred to as the NDCS maintains sole authority to increase or decrease the quantity of facilities, inmate telephones, equipment and service.

PCS Response: PCS has read, agrees and will comply.

Bidders must indicate their understanding and willingness to comply with the requirements of this RFP. In any case where the Bidder does not take written exception to requirements it will be understood that the Bidder intends to comply fully. In cases where the Bidder cannot comply with a requirement, the Bidder must state so immediately following the requirement in their proposal. The requirements in this RFP are based on the needs of the State and points will be deducted from Bidder's score for either non-compliant or partially compliant responses.

PCS Response: PCS has read, agrees and will comply.

Exceptions to Section III. Terms & Conditions are included in Tab 6.

B. PROJECT ENVIRONMENT

The Nebraska Inmate Calling System presently consists of twelve (12) facilities located throughout the State. Below is a list of facilities and locations. Attachment I shows each facility and their average monthly minutes.

PCS Response: PCS has read, agrees and will comply.

<u>LOCATION</u>	<u>CITY</u>
Nebraska State Penitentiary	4201 South 14 th Street Lincoln, Nebraska
Lincoln Correctional Center	3216 West Van Dorn Lincoln, Nebraska
Diagnostic & Evaluation Center	3220 West Van Dorn Lincoln, Nebraska
Community Correctional Center Lincoln	2720 West Van Dorn Lincoln, Nebraska
Omaha Correctional Center	2323 Avenue "J" Omaha, Nebraska
Youth Rehab and Treatment Center	855 North 1 ST Street Geneva, Nebraska
Youth Rehab and Treatment Center	2802 30 th Avenue Kearney, Nebraska
Community Correction Center Omaha	2320 Avenue "J" Omaha, Nebraska
NE Correctional Center for Women	1107 Recharge Road York, Nebraska
Work Ethic Camp	2309 North Highway 83 McCook, Nebraska
Nebraska Correctional Youth Facility	2610 North 20 th Street East Omaha, Nebraska
Tecumseh State Correctional Institution	2725 North Highway 50 Tecumseh, Nebraska

C. PROJECT REQUIREMENTS

Contractor must provide, install, and maintain at their expense all equipment, servers, workstations, telephones, telephone lines, cabling, recording equipment, and any other incidentals necessary to provide inmate calling services as proposed. The State of Nebraska will not be responsible for any costs associated with the implementation or ongoing maintenance of this service. Although some cabling may be available for contractor use, it will be the contractor's responsibility to maintain all cable associated with their system.

PCS Response: PCS has read, agrees and will comply.

PCS will provide, install, and maintain cabling, equipment, servers, workstations, telephones, telephone lines, cabling, recording equipment, as needed to provide the proposed inmate telephone system. The State will not be responsible for any costs associated with the implementation or ongoing maintenance of this service.

Contractor will be required to provide at least one full time (40 hours per week) system administrator. Additional staff may be required by the contractor to fulfill the contractor's responsibilities. This administrator must be trained and equipped to perform all functions related to the day to day operation and maintenance of the inmate calling systems including, but not limited to: State personnel training, line testing, equipment testing, telephone replacement, telephone repair, database information collection, data input, report generation, recording system operation, and misc. maintenance. This individual will be employed by the contractor with a full time commitment to work on the State of Nebraska account only. System administrator will be provided workspace at the NDCS central administrators office located in Lincoln, NE and will be expected to work from that space.

PCS Response: PCS has read, agrees and will comply.

Based on our experience working with correctional systems of 1,000 or more beds, we know how important it is to have a System Administrator in place to assist with database maintenance, report preparation, investigation, and telephone system repair. PCS is offering a full-time onsite System Administrator, who will perform administrative tasks associated with the inmate telephone system, maintain and repair the phones whenever there is a problem, monitor the overall operations of the inmate telephone system, testify as to chain of custody, do data entry, respond to requests and complaints from both the community and the inmate population and arrange for repair of on-site equipment as necessary.

Our site administrator will be well-versed in the understanding that their ultimate responsibility is to the State. They will report to NDCS on a routine basis to the State as specified by the facility.

PCS proposes to provide a dedicated, well-qualified site administrator to the State who can assist with the following tasks.

- Maintenance of databases relating to the inmate telephone system, which includes entering new inmate calling information, PINs (Personal Identification Numbers) and blocks and unblocks of numbers
- Assist with inmate and administrative comments, questions, and grievances
- Prepare reports and audits as required by the facility
- Review accounting and create closing statements on a weekly basis
- Manage debit revenue purchases through the commissary interfaces
- Assist with any investigation that is deemed necessary by the State
- Transfer call recordings onto CD as requested by investigators
- Facilitate maintenance and repair of the inmate telephone system and provide regular preventive maintenance reports

Our service technicians are factory-certified and trained in the maintenance of our systems. Scheduled preventive maintenance helps keep the Inmate Telephone System operating at top performance, while non-scheduled maintenance addresses performance issues that periodically occur during system usage.

Field Technicians adhere to the following basic guidelines when on-site for Preventative Maintenance Inspections. These preventative checks and services will be completed at each site containing PCS equipment whenever an equipment item is repaired or during the standard scheduled time. When on-site an inspection, each technician will perform the following telephone and equipment maintenance:

1. Check all detainee phones on site for serviceability.
2. Check all facility wall jacks on site for serviceability.
3. Check all detainee phones on/off switches and relays for serviceability.
4. Make a test call from each detainee phone to check the volume.
5. Check the Investigator and Admin Workstations.
6. Check CPE equipment.

NDCS shall retain final authority on all telephone/system placement and count. At any time the State may require the addition or removal of individual telephones, or complete systems, as State needs dictate.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution's open architecture and state-of-the-art hardware design allow the inmate telephone system to easily expand and adapt to changes as State needs dictate.

Contractor must be able to provide and install complete systems for State facilities that may open at future dates within ninety (90) days from written notification.

PCS Response: PCS has read, agrees and will comply.

PCS will comply with a 90-day implementation schedule beginning from receipt of written notification. A detailed 90-day Implementation Plan is included as **Attachment F**.

All system equipment and software will remain the property and responsibility of the contractor with the exception of digital recording media and call detail records. All digital call recordings and call detail records will become the property of the NDCS.

PCS Response: PCS has read, agrees and will comply.

Without question, the NDCS retains the right to suspend inmate calling indefinitely for security purposes. This suspension may occur at any level to include Statewide. Inmate calling will only be suspended when absolutely necessary, and will be restored as soon as possible.

PCS Response: PCS has read, agrees and will comply.

The Contractor will be solely responsible for the ordering of, payment for, maintenance of, and troubleshooting on all local or interexchange telephone company lines or services necessary to provide inmate calling service. The contractor will be responsible

for all telephone company coordination necessary to install, operate, and maintain their service. The contractor will be solely responsible for the integration and compatibility of the service with any and all circuits and facilities as may be provided by the local telephone company and/or carriers. The contractor will pay all invoices from any provider of ancillary or supporting service that is associated with the provision of those services in a timely manner.

PCS Response: PCS has read, agrees and will comply.

The contractor will not be authorized to obligate State funds.

PCS Response: PCS has read, agrees and will comply.

The NDCS or the OCIO will give all orders for installation, removal, or modification in writing. The contractor will not install, modify, remove, or make any changes to service without written approval.

PCS Response: PCS has read, agrees and will comply.

PCS will not install modify, remove or make any changes to services without written authorization from the State.

D. BUSINESS REQUIREMENTS

1. Commissions

To keep inmate calling rates as low as possible, The State of Nebraska will not accept a commission from the Inmate Calling Services.

PCS Response: PCS has read, agrees and will comply.

PCS has prepared a response focused on providing the lowest rates possible with no commission to the State.

2. Rates

Per minute charges must be flat rate twenty-four (24) hours a day, seven (7) days a week.

PCS Response: PCS has read, agrees and will comply.

PCS has proposed a One Rate Plan that offers the same low rates throughout the United States 24 hours a day, 7 days a week.

Rates must remain stable for the life of the contract to include the two (2) additional one (1) year renewal periods. Rate increases will not be entertained by the State of Nebraska. Bidders must provide their proposed rates for all categories listed on Attachment II. Failure to provide rates as outlined may be grounds for rejection of proposal

PCS Response: PCS has read, agrees and will comply.

PCS is proposing calling rates that are below the dominant carrier rates. These call rates are offered for the length of the contract. Proposed call rates for collect, pre-paid collect, and debit calls, are included in **Tab 7, Cost Proposal**.

PCS commits to maintaining negotiated rates throughout the term of the contract including any renewal periods.

Any and all charges billable to the inmates and their families must be detailed in the Bidder's cost proposal. Vendors may not assess any charges to any party in connection with this service that are not outlined in their proposal response.

PCS Response: PCS has read, agrees and will comply.

Please refer to **Tab 7, Cost Proposal** for detail regarding additional fees.

3. Collect Billing

The Bidder must provide a list of Local Exchange Carriers (LEC), and Competitive Local Exchange Carriers (CLEC) names and Operating Company numbers for every LEC and CLEC at which the Bidder has an established collect billing arrangement. Collect calls to parties whose local telephone service is provided by a LEC or CLEC appearing on this list must not be blocked for any reason except in the event that the LEC or CLEC itself has placed a collect call restriction on that telephone line, or the line has been ported from a billable LEC to a CLEC. If collect calls are blocked due to LEC or CLEC restriction, the nature of this restriction must be presented to the NDCS/OCIO within twenty-four (24) hours of request.

PCS Response: PCS has read, agrees and will comply.

In **Attachment G**, we have included a **List of Local Exchange Carriers (LEC), and Competitive Local Exchange Carriers (CLEC)** names and Operating Company numbers for every LEC and CLEC where PCS has an established collect billing arrangement.

Authorized personnel can access reports detailing restricted calls from any workstation at the facility in real-time.

The Bidder must detail how called parties are billed when they have either "collect calling blocks", or a line serviced by a LEC which the contractor does not have a direct collect billing agreement. If called party is required to contact the contractor in order to establish an account, provide the toll free number that is available for this purpose. This number must be answered within six (6) minutes.

PCS Response: PCS has read, agrees and will comply.

If an inmate's family member or friend is unable to receive traditional collect calls, or is simply interested in a more cost-effective calling option, they can pre-pay for collect calling time by opening a Prepaid Collect account. Instead of being billed for their calls later, Prepaid Collect calling offers several convenient ways for inmates' loved ones to pay in advance for calling time. Friends and family members can more easily manage their spending, while the facility can be sure that no time or resources will be wasted on collections. When the inmate places a collect call to the number attached to a Prepaid Collect account, and the call is positively accepted, the funds are automatically deducted from the called party's account.

In the event that a collect call is blocked, the called party will hear a voice prompt that provides instructions for creating a pre-paid account. In addition, PCS provides one minute of talk time at no cost to the called party. The called party has the option to create an account via an interactive voice response system, the website, or through a live operator. Customers can call a dedicated toll free number (888) 288-9879. This number is operational through live representatives 6 a.m. to midnight Central Time seven days a week, or through automated prompt options 24 hours a day. Accounts established through our website, www.PCSTelcom.com, can be used immediately. If the called party chooses to set up an account through a live operator, PCS requires that the call be answered within 4 minutes.

If direct billing accounts must be established for called parties who cannot be billed directly from the local carrier, contractor may not ask called parties for any type of pre-payment or deposit at the time of account establishment. Calling from the inmate to these called party numbers must be available within twenty-four (24) hours of account establishment.

PCS Response: PCS has read, agrees and will comply.

PCS proposes our proactive prepaid collect calling program as an alternative means to calls completed through direct billing. Pre-paid accounts are created for a specified amount to a particular called-to number. Inmates may simply place a call to a number that might otherwise be blocked through a standard collect-only calling system. The call is processed using standard voice prompts, and when the call is positively accepted, the parties are connected.

PCS will discuss direct billing options available to minimize called party impact, in addition to other alternative billing options (Debit or Pre-paid Collect) which allow the called party the opportunity to manage their monthly calling costs.

Due dates on all invoices must be no sooner than fifteen (15) days from invoice mailing. Contractor may not block calling to a direct billed number unless the account is thirty (30) days past due. Contractor may require a deposit not to exceed \$75.00 to restore calling for any account that has not been paid within thirty (30) days of bill due date.

PCS Response: PCS has read, agrees and will comply.

Individuals or families can set up a prepaid account with PCS to accept calls to homes with billing problems, hospitals, nursing homes, or cell phones. Enrollment can be completed quickly and easily by calling the toll free PCS telephone number, accessing the website, or by mailing to PCS the registration form found at each of our inmate managed facilities. Families can set up and add money to their pre-paid account using money order, credit card or Telecheck®.

PCS retains a threshold level for past due amounts based upon a risk management philosophy. To ensure that the called party is aware of the collect call balance, an automated operator contacts the billed-to number when that number is nearing the high toll threshold and again when the high toll threshold has been reached. PCS utilizes billing agents (ILD and BSG Clearinghouse) who contract with all the major phone carriers and aggregators, who in turn

handle many of the long established smaller phone companies. PCS uses this method as a more efficient process to reach the majority of end users.

Contractor will be required to certify to the State in writing, on a yearly basis that they have completed a self audit of rates, and that called parties have been billed in accordance with the contract award rates. Contractor will be required to provide an electronic copy of ALL collect call detail files that are sent to local exchange carriers or third party billing companies to the State on at least a quarterly basis. This file must contain originating facility, called to number, date, time, and charge for each call detail record billed. Contractor will be required to provide a refund within sixty (60) days of request for any calls that are either billed in error, billed incorrectly, or do not appear on the monthly call detail file sent to the State. Rates will be audited periodically by the State to ensure accuracy. Call detail records will be periodically checked against call records on the system itself. Call detail records must match system records. If discrepancies become excessive, the State may hire an independent party to perform complete monthly audits of call records until discrepancies are taken care of at the contractor's expense.

PCS Response: PCS has read, agrees and will comply.

PCS performs daily/weekly/monthly monitoring with automated alerts and monthly analysis. In a monthly sample account PCS achieved a 99.97 accuracy rate. PCS constantly monitors and audits call data to maximize efficiency in operations, to identify areas for improvement in efficiency, and to ensure correct collect billing of end users and proper accounting of prepaid payments and calls. Weekly reviews are made of all accounts to assess call accuracy. Submission of billable, completed calls is 100 percent.

In addition, authorized State personnel can audit our rates through our inmate phone system web interface anytime, anywhere.

PCS hired a consultant to perform a revenue assurance audit. The audit confirmed the successful implementation of enhanced validation and billing processes. This audit was performed by Ms. Aytza Ramirez, who may be contacted by phone at (954) 646-1171 or by mail at 2101 NW 111 Terrace, Pembroke Pines, FL 33026.

4. Debit Recharge

Dollar values to inmate accounts will be sold directly to inmates by facility staff. The State will compile a daily file on all sales and provide to the contractor. Contractor must add dollar values to inmate accounts within eight (8) hours of receipt. The Contractor must explain their procedure for accounting of inmate debit balances.

PCS Response: PCS has read, agrees and will comply.

Debit sales records are compared and reconciled to debit usage records to identify any errors and inconsistencies. This ensures that inmates' accounts are funded and balanced quickly and accurately. This comparison is completed on a regular basis as part of our standard monthly reconciliation process.

5. Debit Billing

The NDCS will not allow for plastic pre-paid calling cards and requires that all pre-paid time purchased by inmates at all facilities be added to their accounts in the time specified in Section IV.4 Debit Recharge. Contractor shall invoice the NDCS on a monthly basis for the combined dollar values added to inmate accounts during the previous calendar month, less refunds made to released inmates. Billings should be sent in one of the following methods:

NDCS Accounts Payable
P. O Box 94661
Lincoln, Nebraska 68509

Or via email to NDCS.accounts payable@nebraska.gov

The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to and from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to resolve this requirement are as follows:

- a. Connect Direct software
- b. SFTP server with public key authentication
- c. FTP SSL/TLS server
- d. FTP client utilizing VPN

The State will provide the contractor with a monthly file listing inmate releases. This file will be provided to the Contractor on the 5th of each month. Each inmate release file will include inmate name, inmate number, and release date. The contractor will be required to return that file by the 10th day of the same month and add the amount of funds remaining on each inmate's debit account so that refunds can be made to the inmate by the State. The total amount of refunds will be deducted from that months payment to the contractor.

PCS Response: PCS has read, agrees and will comply.

6. Prepay by Inmate Families

Vendors may require inmate families to "Pre-pay" for services if those families do not meet the Vendor's creditworthiness requirements for collect calling. When Pre-pay is required, the Vendor must be able to accept payment from inmate families using credit cards, debit cards, personal checks, and money orders. All monies paid to the vendor by inmate families will be credited to the families account and decremented at a rate equal to those in the bidder's cost proposal. Inmate family pre-pay accounts are considered "Debit" accounts and will be subject to the Debit calling rate. Contractors may charge a fee to cover the cost of accepting credit card payments from inmate families however, that fee may not exceed 5% of the total transaction. The contractor may not charge any additional processing fees when inmate families pay using methods other than credit/debit cards except for insufficient check fees. Bidders must outline their entire policy for Pre-pay in their bid proposal.

PCS Response: PCS has read, agrees and will comply.

If an inmate's family member or friend is unable to receive traditional collect calls, or is simply interested in a more cost-effective calling option, they can pre-pay for collect calling time by opening a Prepaid Collect account. Instead of being billed for their calls later, Prepaid Collect calling offers several convenient ways for inmates' loved ones to pay in advance for calling time.

To meet the State's requirement, PCS has lowered the credit card transaction fee for inmate families so that the fee will not exceed 5% of the total transaction.

Prepaid Collect: Payment Channels Available to the Called Party

Toll Free Automated Pay by Phone

- 888-847-3206
- Available 24/7/365
- Accepts major credit cards
- Funds available within 15 minutes
- Subject to minimum deposit and service fee
- End users able to request refunds on prepaid accounts only
- Able to fund multiple prepaid accounts or inmate debit phone accounts with one transaction

e-Commerce Website

- www.pcstelcom.com
- Available 24/7/365
- Accepts major credit cards
- Funds available within 15 minutes
- Subject to minimum deposit and service fee
- End users able to request refunds on prepaid accounts only
- Able to fund multiple prepaid accounts or inmate debit phone accounts with one transaction
- Account management capabilities
- User-friendly informative website answering customer FAQs

Live Customer Care Call Center

- 888-288-9879
- Toll free number
- Friendly, knowledgeable customer service representatives
- CPNI Compliant
- Accepts payments via major credit cards or check
- Funds available within 15 minutes
- Subject to minimum deposit and service fee
- End users able to request refunds on prepaid accounts only
- End users can obtain account information and calling rates
- Able to fund multiple prepaid accounts or inmate debit phone accounts with one transaction

Western Union

- 50,000+ locations nationwide
- Accepts cash only from Western Union locations in the continental United States
- Funds available within 15 minutes
- End user needs to have an existing prepaid account
- Minimum deposit required and Western Union service fee applicable
- End users able to request refunds on prepaid accounts only
- Visit www.westernunion.com to find the nearest Western Union Center

MoneyGram

- 26,000+ locations nationwide – including Wal-Mart locations
- Accepts cash only from MoneyGram locations in the continental United States
- Funds available within 15 minutes
- End user needs to have an existing prepaid account

- o Minimum deposit required and MoneyGram service fee applicable
- o End users able to request refunds on prepaid accounts only
- o Visit www.moneygram.com to find the nearest MoneyGram location

Pay By Mail

- o No service fee
- o Accepts cashier's check or money order
- o Subject to a minimum deposit
- o Takes up to 5 business days from when PCS receives the check till money is added to the account
- o End users able to request refunds on prepaid accounts only
- o Toll free number for customer support

E. TECHNICAL REQUIREMENTS

1. General Calling Requirements

Nebraska inmates are allowed fifteen (15) cumulative minutes per day to place calls. The Bidder's system must be able to accumulate all daily call totals for each inmate and suspend calling once the cumulative fifteen (15) minute time limit has been reached. This includes any calls that may be in progress. Systems that are not able to limit calling for each inmate to fifteen (15) minutes per day will be rejected. This cumulative call limit must be adjustable.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution is fully customizable, and therefore can be programmed to limit inmate phone calls to the fifteen (15) minute maximum limit currently enforced at NDCS facilities. If the State so desires, the system can be programmed to announce the time remaining at specific intervals, such as one or five minutes prior to the call expiration. Once the 15 minute limit has been reached, the call will be terminated. The PCS Solution is also designed to allow for adjustments to the time limit, as needed, and can apply time limits by individual inmate, group of inmates, or facility-wide.

Inmates must be able to place calls using a nine (9) digit PIN that will be comprised of a five (5) digit NDCS number and a four-digit number, which must be randomly generated by the contractor's system. This nine (9) digit PIN must be unique, and will be used to identify each inmate account on the contractors system.

PCS Response: PCS has read, agrees and will comply.

Each inmate will be assigned a PIN number comprised of a five (5) digit NDCS number and a randomly generated four-digit number. PINs are customizable and may be between four and twelve digits in length and can be assigned at random or created as a combination of the facility-assigned ID plus a random number. Inmates will be able to place calls using a nine (9) digit PIN unique to each inmate.

The system proposed must be capable of giving inmates the option of completing calls either on a collect basis, or by using their debit account.

PCS Response: PCS has read, agrees and will comply.



The proposed system gives the option to complete calls using a standard collect, debit or prepaid account. Please refer to **Section 4** for a complete description of the proposed calling options.

All calls must be branded in the following manner: "You have a collect call from (inmate first and last name) at (correctional facility name) in (city) Nebraska. If you wish to accept this call, please press or say "5."

PCS Response: PCS has read, agrees and will comply.

Call branding can be customized as required by the State. The pre-recorded announcement the called party will hear will be similar to, "You have a collect call from (inmate first and last name) at (correctional facility name) in (city) Nebraska. To hear acceptance options in English press 1. Para Español marque 2."

The called party is then presented with menu options in the selected language. **Call branding can be customized as needed by the State so that called parties can accept calls by pressing the "5" button.** Once the called accepts the call, a pre-recorded message will prompt, "This call may be monitored and recorded. Thank you for using PCS."

Called parties must be able to accept calls by pressing the "5" button, reject calls by pressing the "1" button, and block all collect calls from Nebraska facilities by pressing the "2" button.

PCS Response: PCS has read, agrees and will comply.

Call prompts can be customized as needed by the State so that called parties can accept calls by pressing the "5" button, reject calls by pressing the "1" button, and block all collect calls from Nebraska facilities by pressing the "2" button.

The Bidders system must be able to record inmate telephone calls, and recordings must be easily accessible to State personnel.

PCS Response: PCS has read, agrees and will comply.

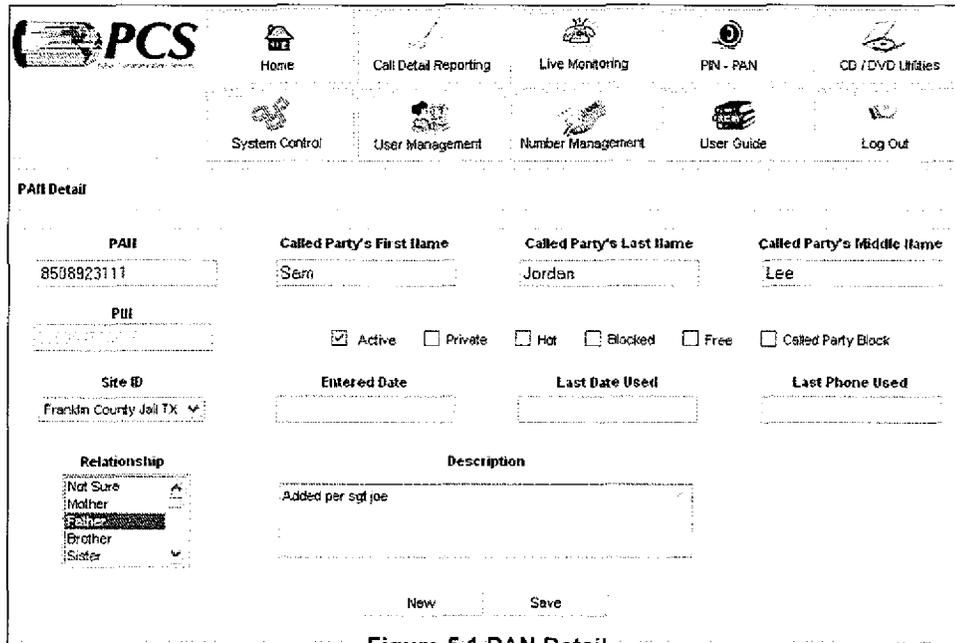
The PCS Solution automatically records and monitors all calls made at the facility except for those marked as "Do not record." The calls in progress can be monitored on an as needed basis from the workstations at the facilities or from any computer connected to the Internet. All recorded calls are stored on RAID 5 drive arrays in each of the servers on site. With a login and proper password, users are able to listen to calls or select calls to a CD/DVD queue.

2. Account/PIN Administration Requirements

When inmate accounts are established, inmates will provide a list of up to twenty (20) telephone numbers. These numbers must be programmed into an inmate "allowed call list". Inmates will only be permitted to dial numbers that appear on their "allowed call list."

PCS Response: PCS has read, agrees and will comply.

PCS proposes the use of allowed call lists. These allowed call lists are associated with each inmate's PIN. Inmates will only be permitted to dial numbers that appear on their "allowed call list." The Personal Allowed Number (PAN) application provides tight control on all numbers called by inmates from the facility. The PAN application allows administrators to associate a "personal allowed number" list with each PIN, so that the inmate is unable to make calls except to those pre-specified numbers on his list. To further control the telephone usage of inmates, telephones may be programmed with specific call restrictions and call durations by PIN. The screen below (Figure 5.1) shows the PAN detail.



The screenshot shows the PCS PAN Detail interface. At the top is a navigation menu with icons for Home, Call Detail Reporting, Live Monitoring, PIN - PAN, CD / DVD Utilities, System Control, User Management, Number Management, User Guide, and Log Out. The main content area is titled "PAN Detail" and contains the following fields and options:

- PAN:** 8598923111
- Called Party's First Name:** Sam
- Called Party's Last Name:** Jordan
- Called Party's Middle Name:** Lee
- PII:** [Redacted]
- Site ID:** Franklin County Jail TX
- Entered Date:** [Empty field]
- Last Date Used:** [Empty field]
- Last Phone Used:** [Empty field]
- Relationship:** A dropdown menu with options: Not Sure, Mother, Father (selected), Brother, Sister.
- Description:** Added per sgt joe
- Options:** Active, Private, Hot, Blocked, Free, Called Party Block
- Buttons:** New, Save

Figure 5.1 PAN Detail

The PCS Solution has an automated PAN feature. This automated feature permits inmates to add numbers his/her Allow List up to the maximum number allowed. The following sample screen (Figure 5.2) shows an inmate account set for an automated Allow List up to 20 numbers.

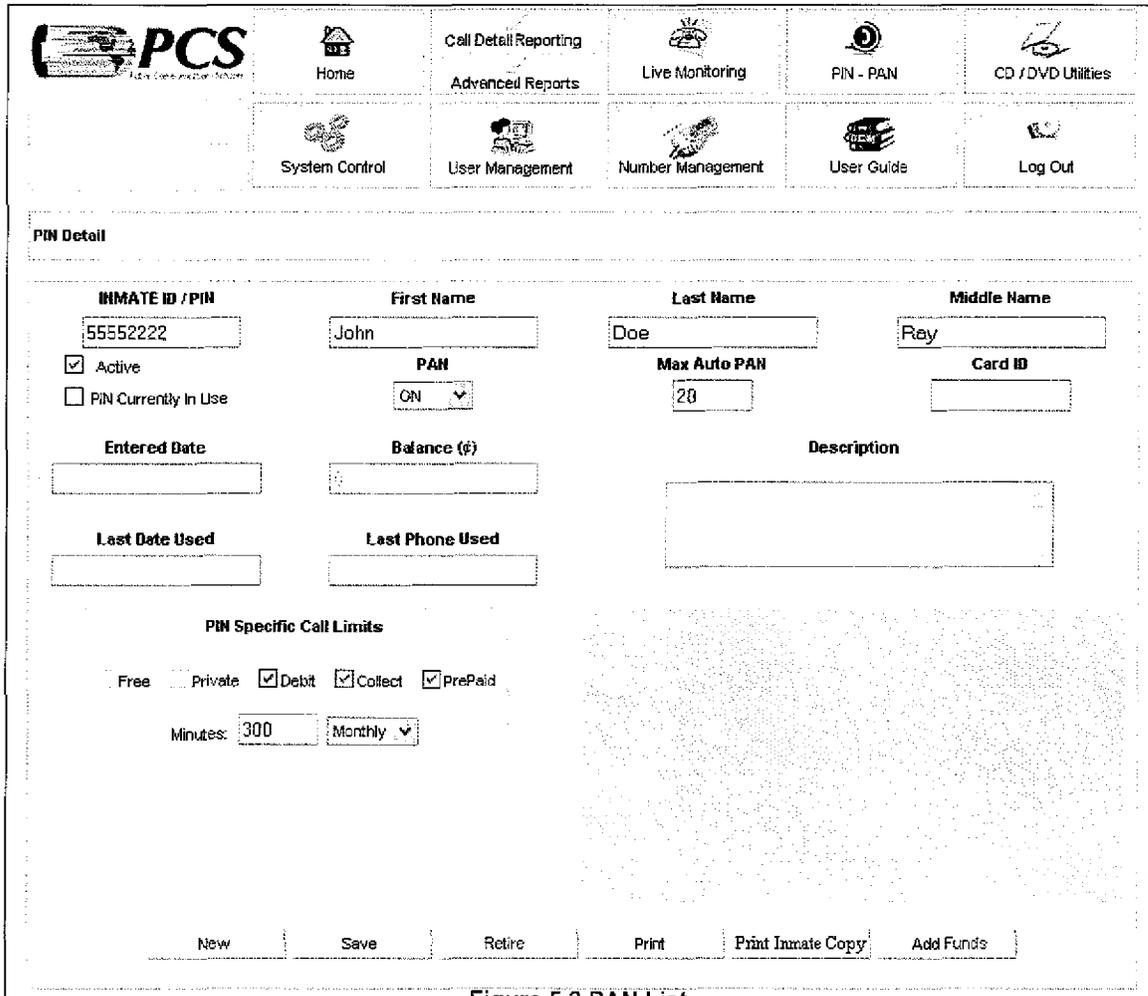


Figure 5.2 PAN List

The contractor provided system administrator will be responsible for creating and maintaining inmate calling accounts. All accounts must be created within twenty-four (24) hours of receipt. The Contractor will utilize NDCS provided registration forms.

The Site Administrator will be responsible for creating inmate calling accounts and maintaining all databases relating to the inmate telephone system. This will include all PINs (Personal Identification Numbers), PANs (Personal Allowed Lists). Inmate accounts are typically established when inmates are admitted to a facility, but will be established within 24 hours of receipt. The Site Administrator will use registration forms as provided by the State.

System Administrator will be required to pre-record the announcement of the inmate's committed name or legal name change (first and last name) when creating account. System must not allow inmate to record his/her own name at any time. The inmate must be electronically blocked from hearing or communicating with the called party until the call is accepted. Inmate's voice will

not be used during any announcement. Electronic security measures must prevent an inmate from interfering with or altering an announcement.

PCS Response: PCS has read, agrees and will comply.

At least two (2) staff members at each NDCS/YRTC facility must be trained to create and maintain inmate accounts in the event that system administrator is not available. Method of training should include user manual, instructor presentation, or powerpoint presentation.

PCS Response: PCS has read, agrees and will comply.

PCS provides training on the inmate telephone system and all auxiliary services prior to cutover. Training of facility employees will take place initially on site. The training session is set-up as an open multi-media presentation with printed materials and a question and answer session. Training will cover in detail how to access and use all the inmate telephone system functions from a computer workstation, including playback of call recordings, downloading recordings to CD and the type of media player required, exporting case files, and other related topics. Training will also include user security levels, the permitted tasks of each security level, and how to assign users to each level or task.

Refer to **Figure 5.3** for a sample of what may be covered during a training session.

Module	Subject
Login	How to Login
Home	Overview of system and modules; explanation of graphs
User Guide	Overview of online manual
Call Detail Reporting	Discuss all options for running various reports, setting up a template for a report and printing of a report
Call Detail Reporting	Demonstrate the investigative reports, call playback, reverse lookup, making notes, moving calls to CD/DVD Utilities
Call Detail Reporting	Creating revenue reports
Live Monitoring	Monitoring live calls
PIN	Using PINs as they apply to cardless debit
PIN	Explain all features that are available to a facility that is using facility-generated PINs for the inmates
CD/DVD Utilities	Selecting calls to burn on a CD/DVD and actually burning a CD
System Control	Turning phones on and off and other options
User Management	Establishing users with IDs and passwords and roles
Number Management	Doing reverse lookups
Number Management	Blocking and unblocking called to numbers, entering private numbers that are not to be recorded, entering Hot numbers, and other number management details.
Log Out	Logging out

Figure 5.3 Training

3. Collect Calling Requirements

The system must function as follows:

- a. Inmate goes off-hook, and is prompted to enter a nine (9) digit PIN.
- b. Inmate is then given an automated option to place a collect call or a debit call.
- c. Inmate selects option to place collect call.
- d. Inmate dials number.
- e. System validates dialed number against the inmates individual "allowed number list" and then places inmate on hold.
- f. System places call.
- g. When called party answers, system prompts called party to either accept or reject the call.
- h. Either a call path is established, or inmate is notified that call was not completed, and the reason for unsuccessful completion.

PCS Response: PCS has read, agrees and will comply.

4. Debit Calling Requirements

The system must function as follows:

- a. Inmate goes off-hook, and is prompted to enter a nine (9) digit PIN.
- b. Inmate is then given an automated option to place a collect call or a debit call.
- c. Inmate selects option to place a debit call.
- d. System plays the remaining dollar amount on card.
- e. Inmate dials number.
- f. System validates dialed number against the inmates individual "allowed number list" and then places inmate on hold.
- g. System places call.
- h. When called party answers, system prompts called party to either accept or reject the call.
- i. Either a call path is established, or inmate is notified that call was not completed, and the reason for unsuccessful completion.

PCS Response: PCS has read, agrees and will comply.

5. Recording Requirements

Inmate calls must be recorded, and easily accessible to State personnel. Call recordings must be held on redundant hard drives.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution automatically records and monitors all calls made at the facility except for those marked as "Do not record." The calls in progress can be monitored on an as needed basis from the workstations at the facilities or from any computer connected to the Internet. All recorded calls are stored on RAID 5 drive arrays in each of the servers on site. With a login and proper password, users are able to select calls to a CD/DVD queue, which can be burned to a CD/DVD as required.

The Bidder's system must be capable of locating call recordings by inmate name, inmate PIN, date, inmate telephone, or called to number.

PCS Response: PCS has read, agrees and will comply.

Call recordings can be easily located from the workstation using a simple point and click method. Recordings can be searched by inmate name, PIN, inmate telephone, or called-to number.

Recorded calls can be searched and queried, with proper security clearance, by both local and remote access. The recorded call archives can be searched through system web server technology.

This can be done at any workstation with proper password access over the LAN, Internet, or remote privileges into the system. Playback of any selected calls can then be initiated through this same connection.

Call recordings must be easily copied to CD or DVD. CD/DVD burners must be available on all work stations provided by the contractor.

PCS Response: PCS has read, agrees and will comply.

Both call detail records and call recordings can be copied onto compact disc (CD), DVD, or other electronic medium, and these may be replayed on any computer with the appropriate audio capabilities. PCS will provide the storage device, which will be located in the area designated by the State. The storage device will produce transfer recordings with virtually no loss in quality and will be capable of placing an audio time and date stamp within the recording. The storage device will have a monitor amplifier and speaker so that the investigator may confirm accurate transfers of the recorded information.

The process of downloading call recordings is fast and easy. From the Call Detail Results screen, the user can just click on the CD-icon of the desired call recording. This will place that recording in the CD/DVD Queue, as shown in **Figure 5.4** below:

CD/DVD Utilities

You have selected the following files to burn to the CD, please insert a blank CD or DVD in the CD writer drive. Click on the Audio or Data button after you are done.

BTN	Phone	Date	Time	Notes
9037676282	Cell 132	20050926	0052	
9037676282	Cell 132	20050926	0037	
528141790254	Cell 202	20050926	0020	
9403201714	Cell 127	20050926	0002	
9036721875	Cell 122	20050925	2327	
9036404054	Cell 206	20050925	2143	
9034883680	Isolation Tank	20050925	2108	
9037010653	Cell 129	20050925	1918	
9032854452	Cell 122	20050925	1202	
9036372814	Cell 129	20050925	0744	
2143332512	Cell 127	20050925	2304	
9034859052	Isolation Tank	20050925	2124	
9034861211	Cell 120	20050925	2121	
9037579033	Cell 132	20050925	2049	
9036320670	Cell 207	20050925	1814	
9036320670	Cell 207	20050925	1436	
9035714680	Cell 122	20050925	1211	

Audio CD Data CD / DVD

Figure 5.4 CD/DVD Queue

Once the desired recordings have been selected, the user merely inserts the CD/DVD and clicks on "Data CD/DVD" to burn the CD/DVD. He or she may listen to the CD/DVD through Windows Media Player. Simply click on the speaker icon in **Figure 5.5** below.

Call Detail Results

TOOL	BTN	DATE	TIME	PHI	Phone	DURATION	RESULT	NOTES
	3182728151	20080124	1346	144653231165	Cell 120	00:04	Inmate Hungup	
	3104921202	20080124	1148	489535718994	Cell 203	00:17	Inmate Hungup	
	3032351489	20080124	2028	850086890500	Cell 120	00:16	Inmate Hungup	
	2107715425	20080124	0930	365522436025	Cell 127	00:10	Inmate Hungup	
	2144188055	20080124	2215	013514963562	Cell 132	00:24	Inmate Hungup	
	3036852860	20080125	0734		Isolation Tank	00:22	Inmate Hungup	
	2015414681	20080124	2201	895378011375	Cell 132	00:18	Inmate Hungup	
	3035727044	20080124	1507		Cell 206	00:47	Inmate Hungup	
	3004382600	20080124	1508		Cell 206	00:37	Inmate Hungup	
	9565425121	20080124	2227	013614963562	Cell 132	00:24	Inmate Hungup	

Windows Media Player
Song: 1106560044_115 00:05

Figure 5.5 CD/DVD Playback

Each site must be capable of storing six (6) months of call recordings on the system hard drive for immediate access. Once call recordings become six (6) months old, the system must automatically download them to a permanent storage media. Permanent storage media must hold six (6) months of call recordings, and be stored at NDCS. Call records stored on permanent media must be easily accessible and searchable.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution will store all call detail records and call recordings on the system hard drive for a minimum of six (6) months prior to archiving on a permanent storage media. This will include both attempted and completed calls. NDCS will be able to access these records from any workstation with authorized access.

Both call detail records and call recordings can be copied onto compact disc (CD), DVD, or other electronic medium, and these may be replayed on any computer with the appropriate audio capabilities. PCS will provide the storage device, which will be located in the area designated by the State. The storage device will produce transfer recordings with virtually no loss in quality and will be capable of placing an audio time and date stamp within the recording. The storage device will have a monitor amplifier and speaker so that the investigator may confirm accurate transfers of the recorded information.

The contractor provided system administrator must be restricted from monitoring inmate calls.

PCS Response: PCS has read, agrees and will comply.

The Site Administrator will not have direct user access to any recording or monitoring equipment.

The NDCS has collected an extensive database of call recordings. Bidder shall describe how they would integrate that data into their system so that seamless access to old and new call recordings can be accessed in a uniform manner.

PCS Response: PCS has read, agrees and will comply.

Integration with the proposed inmate telephone system is implemented using data file interchange. The system processes a rich set of directives to affect the specified data stores.

6. System Security Requirements

The Bidder's system must be capable of screening, detecting, and eliminating any efforts by the called party to transfer or originate a 3-way call. Explain in detail your systems solution for detecting and eliminating these types of calls. If your system is capable of disconnecting these types of calls, the use of this feature must be programmable and controlled by State personnel.

PCS Response: PCS has read, agrees and will comply.

The PCS Solutions monitors all of the available information on the telecommunications network, and reduces fraudulent activities. The only scenario which could possibly lead to a three-way

call going undetected would be due to the lack of any signaling on the telecom network to ANY service provider that a three-way call is occurring. With the combination of silence, dial tone, DTMF detection, and other Energy algorithms, the PCS Solution accurately detects most fraudulent activities. Many providers propose patented three-way detection technologies, which PCS has tested in the past and which have proven not worthy in the field. These technologies do not catch 100% of three-way calls, and they also have a very high percentage of detecting and disconnecting valid calls that are not three-way (false positives). The PCS Solution runs algorithms that provide a solid, reliable, and proven detection system.

Whenever attempts at fraud are detected, the PCS Solution can respond by advising the parties to the call, terminating the call, or both. PCS will implement whichever option the County chooses. In all cases, these calls are flagged on the call detail record.

The State reserves the right to shut down inmate telephones and/or limit inmate access to telephone calls in any or all areas of a particular facility as needed. Explain how this function can be managed with your system.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution is flexible in its ability to classify and define the functions of individual phones or groups of phones within a facility. Up to the minute on/off call times may be set on phones as well as the application of any specific calling restriction that may be necessary. Such restrictions could mean that only certain types of calls and call lengths would be allowed from specially designated phones.

The system can configure an institution's inmate phone in a wide variety of ways and under different criteria:

- On/Off times may be programmed at each minute, 24 hours a day.
- On/Off times may be programmed to be unique to each day of the week.
- On/Off times may be programmed to be unique to different areas within a facility.
- Call durations can be set per phone, line, PIN/PAN, or identification number.
- The entire phone system may be turned On/Off with a couple of clicks of the mouse.

Staff at each facility can easily be trained to provide this function. A point and click method provides easy control of inmate phones.

In addition to the ability to shut down phones at a workstation, the PCS Solution will also provide mechanical cut-off switches, located in the places designated by the County. Authorized personnel will be able to digitally shut down selected telephones from the central control centers. This system requires no special technical knowledge to disconnect or reconnect service.

The ICOR-24 is a switching unit that allows correctional personnel to shut down a number of phones with a single switch. This increases variation options for shutting off phones and 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 **Figure 5.6** below for a photo of the proposed cut-off switches.

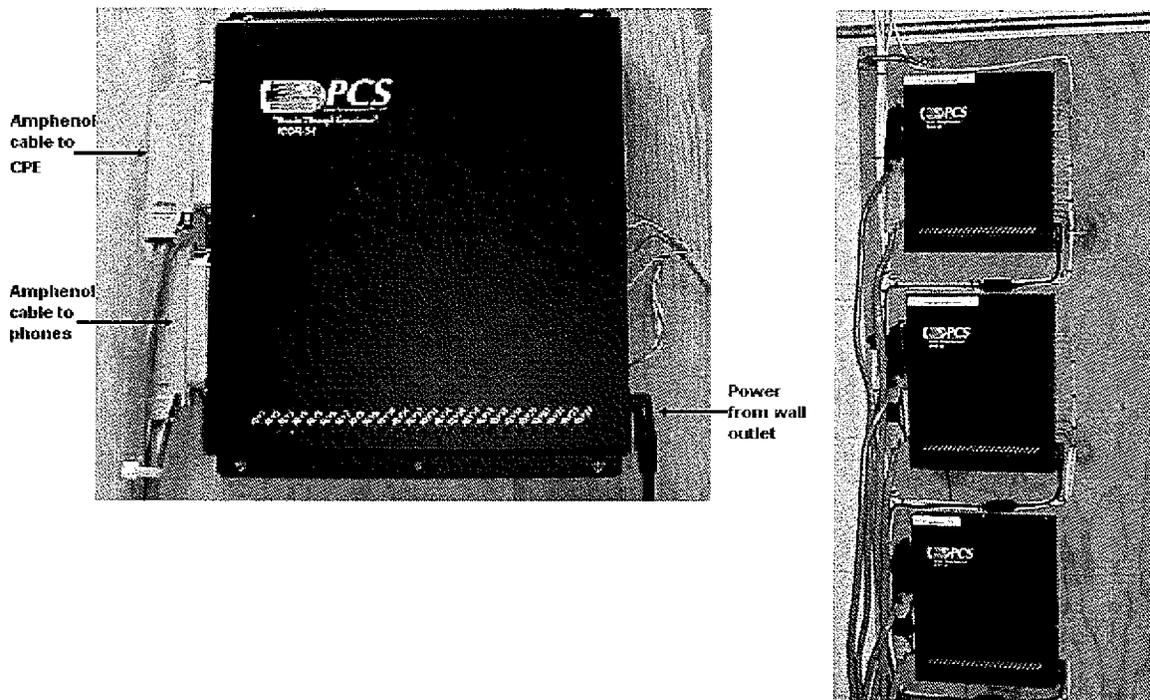


Figure 5.6 PCS ICOR-24 Shutdown Switch

Each unit controls 24 phones. Multiple units can be grouped together as shown in the picture on the right in order to control more than 24 phones. Each new unit that is grouped gives the user the ability to control another 24 phones.

By using the ICOR-24, PCS can group phones in a variety of ways so that authorized 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 inmate 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.

Inmate telephones must be restricted from out-pulsing any DTMF digits once the call has been connected.

PCS Response: PCS has read, agrees and will comply.

The system constantly monitors the inmate phone for attempts to manipulate the switch-hook in order to bypass system controls. Any such attempt will result in call disconnection. At no time will the inmate reach outside dial tone. Creating DTMF tones by dialing additional digits will result in call termination.

Contractor must provide the proposed system with audit software that keeps track of access to system, i.e. time and date of all workstation logins, time spent logged in, changes made while logged in, etc. This access information will only

be available to the NDCS Special Services Administrator. Explain how your system accomplishes this.

PCS Response: PCS has read, agrees and will comply.

All access to the inmate telephone system is tracked in a log that shows the user login name, IP address of the PC used to access the system, and the time and date of the actions. Only those users with Administrative privileges are able to see these logs.

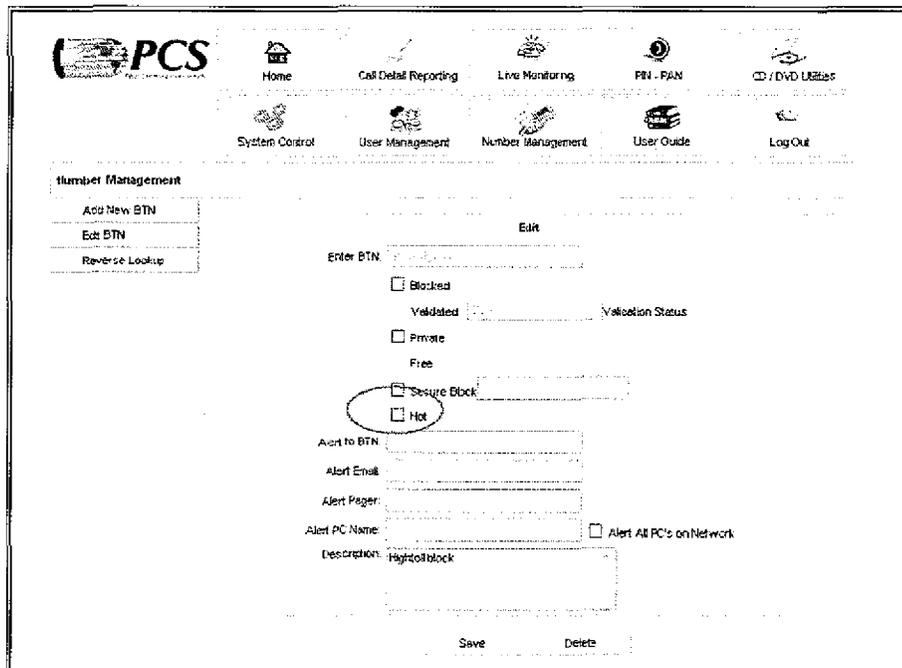
The Bidder system must have a "Call Alert" feature. This feature will alert staff that a designated inmate is making a call, or that an inmate is placing a call to a designated telephone number.

PCS Response: PCS has read, agrees and will comply.

The inmate telephone system will automatically call and alert investigators if a designated inmate is making a call or a designated phone number is called. When a "hot" telephone number or PIN is dialed, the alert will be triggered and the ITS will call the "Dial To" number. When the investigator answers his phone, he will enter a four digit access code and may listen to the call in progress.

The PCS system 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. Investigators can program a "Dial To" number where they will be called when a call matching their criteria is attempted.

To set an alert on a number at any time, label it as "hot" as shown in **Figure 5.7** below.



The screenshot shows the PCS web interface. At the top, there is a navigation bar with icons for Home, Call Detail Reporting, Live Monitoring, PIN - PAN, CD / DVD Utilities, System Control, User Management, Number Management, User Guide, and Log Out. The main content area is titled "Number Management" and contains several sections:

- Number Management:** A sidebar menu with "Add New BTN", "Edit BTN", and "Reverse Lookup".
- Enter BTN:** A text input field.
- Validation Status:** A dropdown menu.
- Options:** A list of checkboxes: "Blocked", "Private", "Free", "Secure Block", and "Hot". The "Hot" checkbox is circled in red.
- Alert to BTN:** A text input field.
- Alert Email:** A text input field.
- Alert Pager:** A text input field.
- Alert PC Name:** A text input field.
- Description:** A text input field containing "HighCallblock".
- Alert All PCs on Network:** A checkbox.
- Buttons:** "Save" and "Delete" buttons at the bottom.

Figure 5.7 Hot Numbers

System administrator security should be available at varied levels of system access. Explain how your system restricts access to particular features or programs based on administrator login.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution will be accessed by passwords, and the password level will determine functions and facilities a user can access. Passwords can be set to allow access to only the local facility, to access multiple facilities, or to access all facilities. User access can also be limited to certain functions of the inmate telephone system. Workstations can be used to administer the account of other users, as well as inmates. They can also be used to listen to calls in progress, as well as completed calls. The reporting functionality of the proposed system makes it easy to run standard reports or create customized reports. PCS will work with the State to determine access levels for each user.

In order to access the PCS system, each user must login with a valid user name and password. Please refer to **Figure 5.8** for an example of the login screen.

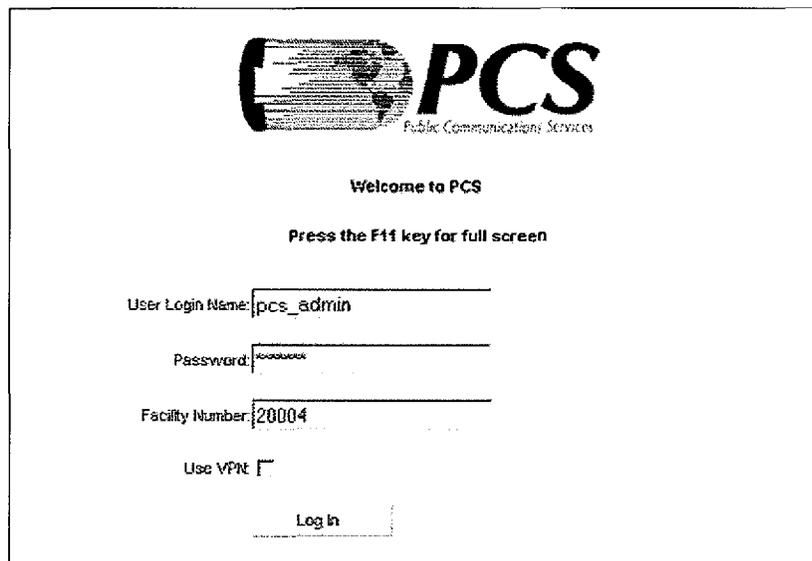
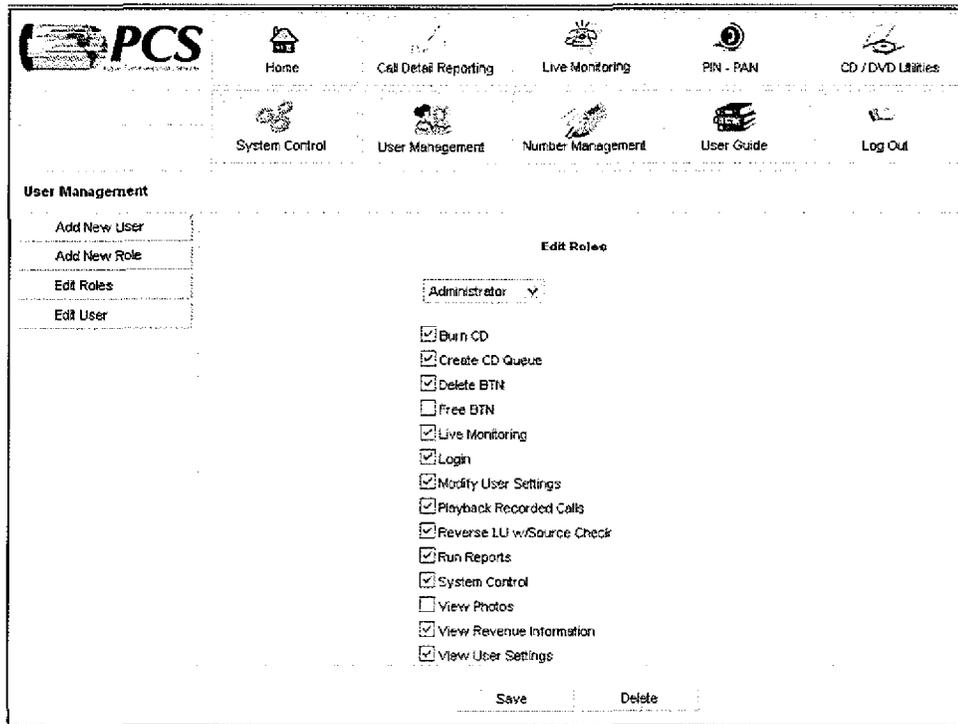


Figure 5.8 Secure Login

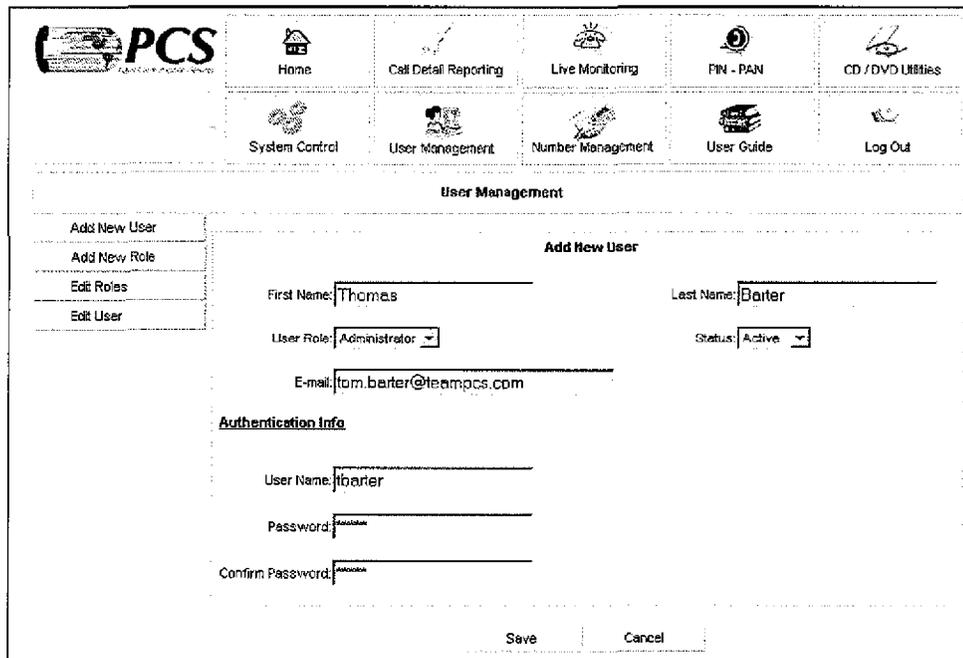
To login to the ITS, users simply open Internet Explorer 6.0 or above and enter <http://pcsicm.com>. They then enter a valid user name, password, and facility number. Each user will have an assigned role, which gives them permission to access certain functions and not others. To create a user role, enter the Edit Roles Screen, from the User Management Screen shown in **Figure 5.9**.



The screenshot shows the 'Edit Role' interface in the PCS system. At the top, there is a navigation bar with icons for Home, Call Detail Reporting, Live Monitoring, PIN - PAN, and CD / DVD Utilities. Below this is another row of icons for System Control, User Management, Number Management, User Guide, and Log Out. The main content area is titled 'User Management' and contains a sidebar with links: Add New User, Add New Role, Edit Roles, and Edit User. The central area is titled 'Edit Role' and features a dropdown menu set to 'Administrator'. Below the dropdown is a list of permissions with checkboxes: Burn CD, Create CD Queue, Delete BTN, Free BTN, Live Monitoring, Login, Modify User Settings, Playback Recorded Calls, Reverse LU w/Source Check, Run Reports, System Control, View Photos, View Revenue Information, and View User Settings. At the bottom of the form are 'Save' and 'Delete' buttons.

Figure 5.9 Creating Roles

From this screen, administrators may create a role and assign privileges to that role. Once the role has been created and given a name, it can then be assigned to a user. Please note the sample screen below (Figure 5.10).



The screenshot shows the 'Add New User' interface in the PCS system. It features the same navigation bar and icon set as Figure 5.9. The main content area is titled 'User Management' and contains a sidebar with links: Add New User, Add New Role, Edit Roles, and Edit User. The central area is titled 'Add New User' and contains several input fields: First Name (Thomas), Last Name (Barter), User Role (Administrator), Status (Active), and E-mail (tom.barter@teampcs.com). Below these fields is a section titled 'Authentication Info' with fields for User Name (tbarter), Password, and Confirm Password. At the bottom of the form are 'Save' and 'Cancel' buttons.

Figure 5.10 Assigning a Role to a User

From this screen, administrators can create a new user by filling in the user's name, status, and password and assigning the user to a Role.

Roles can be used as assigned pre-set security access levels, or Roles may be created specifically for an individual user. Those with administrator level access will be able to create and assign roles to other users.

Cellular and IP telephones present a security concern and need to be identified. The Bidder must state in their RFP options for flagging all call detail and recordings on calls made to cellular and IP phones. Bidder must explain options available to the NDCS for identifying cellular and IP numbers.

PCS Response: PCS has read, agrees and will comply.

PCS subscribes to the Local Exchange Carrier Line Information Data Base (LIDB) screening database for call validation. This database will be queried for each called-to number. We will process only those calls that do not have Billed Number Screening (BNS).

Validation Process - All calls go through a screening process in order to attempt to minimize fraudulent and/or unauthorized activity.

1. If the facility uses Personal Allowed Number lists, the first check is to ensure that the number dialed is on the inmate's PAN list. If not, the call is not allowed.
2. All calls are validated through AT&T's LIDB service (Line Identification Data Base). This service is a type of TRW for called to numbers. It verifies that it's a billable number and reports any billing blocks.
3. All calls are compared to a Billable Phone Number Table in order to identify them as cell telephone numbers, bad area code/prefixes, etc.
4. All calls are compared against a call restriction table to ensure that end user requested restrictions and/or abused phone numbers are not processed.
5. All calls are compared to system and administration blocks to ensure that unallowed numbers are not contacted.
6. All Calls are checked against a Telco Block Table, which identifies numbers with billing problems.

PCS' validation is performed in a real time environment, incorporating validation responses from Local Exchange Carriers, acknowledgement of carriers who do not allow billing of collect calls and blocked numbers entered by the facility or PCS.

PCS uses LIDB as one tool to validate calls but we don't rely only on this database. Due to number portability and CLECs that do not allow collect call billing to their customers, it is

important to have redundant and overlying 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. The following illustration (Figure 5.11) is of the validation process:

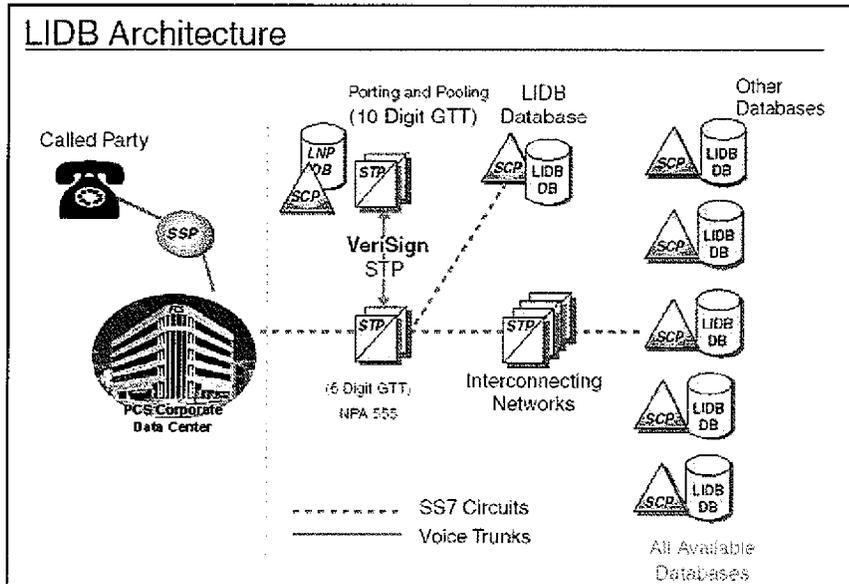


Figure 5.11 Validation Process

This internal validation process tracks unbillables, which can be compared against a list of cell number exchanges. In addition, we will work with the current incumbent to obtain the current list of identified cell phone numbers.

7. Workstation Requirements

A minimum of two (2) workstations will be required at NSP, LCC, OCC, DEC, and TSCI. Six (6) workstations are required at the Central administrator's office in Lincoln, NE. two (2) for use by Contractors system administrator, one (1) by NDCS Special Services Administrator, one (1) for NDCS Intelligence Coordinator, one (1) for Central Administration Accounting and one (1) for the NDCS Investigators office. All other locations will require one (1) workstation.

PCS Response: PCS has read, agrees and will comply.

PCS will provide workstations as required by the State. These workstations will allow access to call detail records, inmate account information, call recordings, and configuration for all correctional facilities regardless of location.

The PCS proposed Administrative PC configuration is a HP Compaq Business Desktop dx5150 (Figure 5.12) with the following components:

- 2 GHz AMD Athlon 64 3200+
- 1 GB PC 3200 RAM memory at 400MHz
- 17" Flat Panel Monitor
- 80 GB SATA II Hard Drive
- 52x32x52x/16x CD-RW/DVD-ROM Combo Drive
- Internal Chassis Stereo Speakers
- Intel 10/100/1000 Onboard Ethernet Controller
- HP USB 2-Button Optical Mouse 800 Dpi
- USB Enhanced Multimedia Keyboard
- Microsoft Windows XP® Professional Service Pack 2
- Microsoft Office 2003 Professional Edition 2003
- McAfee/Norton Virus Protection Enterprise Software
- Lexmark Z611 Color Inkjet Printer

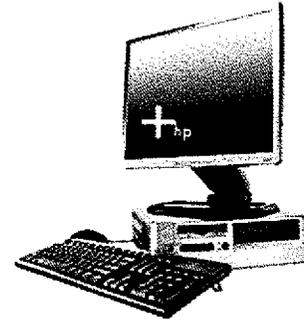


Figure 5.12 Workstation

Each Contractor provided workstation must have access to call detail records, inmate account information, call recordings, and configuration for all correctional facilities regardless of its location.

PCS Response: PCS has read, agrees and will comply.

The ability to create and manage case files on each workstation case files for ALL workstations will be accessible from the NDCS Special Services Administrator workstation. Case files can be shared between all workstations regardless of location.

The ability to create and manage case files on each workstation must be available. Case files for ALL workstations must be accessible from the NDCS Special Services Administrator workstation. Explain the method of case file management available with your system.

PCS Response: PCS has read, agrees and will comply.

The inmate telephone system can create and manage case files through the Administrator screen viewed on each workstation. This feature will enable authorized personnel to create file folders for each case and add Word documents, call recordings, etc. to the case folder. This information is stored in the database on the central server(s) and is therefore viewable by any workstation with the proper security access.

Where two (2) workstations are at any one (1) site, the ability to share case files between workstations must be available.

PCS Response: PCS has read, agrees and will comply.

Each workstation must be supplied with an inkjet printer and a 17" monitor.

PCS Response: PCS has read, agrees and will comply.

As requested by the State, each workstation will be supplied with an inkjet printer and a 17" monitor.

It is desirable that spare workstations and individual workstation components be readily available onsite, however contractor will be required to repair or replace any faulty workstation or workstation component within forty-eight (48) hours.

PCS Response: PCS has read, agrees and will comply.

NDCS requires that personnel have access equal to that of the workstations from offsite computers via the Internet. Contractor must explain their method for meeting this requirement.

PCS Response: PCS has read, agrees and will comply.

PCS knows that it is critical for investigators to safely access call recordings and call data even when they are not physically present at the facility. With the PCS solution, authorized users will be able to run customized reports and operate the telephone system from a remote location in the same way as they would from a dedicated workstation at the facility. Multiple investigators can access the system simultaneously.

Investigators and systems administrators will be able to securely and easily access call data and monitor live calls from any location with a high-speed internet connection – from an office, for example, from a personal workstation, or even from home. All authorized personnel will be given a unique username and password, with NDCS-determined authorization levels and permissions. These credentials allow NDCS to grant each user access to only those areas of the telephone system that are relevant to that user's job functions.

8. Network Requirements

The type of data network used will be the responsibility of the contractor, however all site information to include recording and monitoring must be made available to the central administration workstations on a "real time" basis.

PCS Response: PCS has read, agrees and will comply.

Site information, including recording and monitoring is available to authorized personnel on a real-time basis.

The type of voice network used will be the responsibility of the contractor. A Voice Over Internet Protocol (VOIP) solution will be permitted, however the contractor must provide some type of redundancy so that facilities are never isolated from electronic monitoring from the Central administration site.

PCS Response: PCS has read, agrees and will comply.

All data and telephone network used by the contractor provided system must be installed, maintained, and paid for by the contractor. At no time will the contractor be permitted to use State resources.

PCS Response: PCS has read, agrees and will comply.

The proposed system will be provided, installed and maintained at no cost to the State.

All inmate telephones must be capable of functioning simultaneously. This will require a 1:1 ratio of telephones to outside lines.

PCS Response: PCS has read, agrees and will comply.

9. Telephone Equipment Requirements

All inmate telephones will be provided by contractors and must be heavy-duty wall mount phones to include:

- a. Hearing aid compatibility
- b. DTMF signaling
- c. Fully FCC and U.L. approved
- d. ADA compliant and compatible with TDD devices
- e. Armored cords
- f. Volume control

Telephone types and counts for each facility can be found in attachment 1a.

PCS Response: PCS has read, agrees and will comply.

PCS will supply and install full security inmate telephones by Navitel. The OTC-2110V2 inmate telephones are vandal resistant, surface-mounted telephones with metal housing, steel armored handset cord and stainless steel lanyard. The phones are manufactured in 14-gauge stainless steel, thoroughly field-tested, and are currently used in indoor and outdoor correctional facilities. All telephones are compatible with standard Telco mountings, which include 10A coin-less and WE-COL type mountings. The inmate phones 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.

Pictures and descriptions of the proposed phones are included in **Attachment I, Navitel/OTC Inmate Telephones.**

The proposed ITS will comply with all Federal Communication Commission and Public Utility Commission regulations. The FCC registration number for the proposed inmate telephones is US:OTCTE11B2000. The inmate telephone handsets are hearing aid compatible and meet E.I.A. Standard RS-504 for compatibility.

Please see **Attachment H** for a **Declaration of Conformity with all FCC requirements for the call processing equipment.** The Approval Number of the interface that connects the PCS system to the local exchange is United States FCC Part 68, Subpart D 6PR CAN-36341-DD-N.

Contractor must provide a portable telephone at each facility for use in segregation units and hospitals as indicated in Attachment 1a.

PCS Response: PCS has read, agrees and will comply.

PCS will provide a portable telephone for use in segregation units and hospitals at each facility.



Contractor must provide one (1) TDD unit at each facility location as indicated in Attachment 1a. Additional TDD units shall be provided as requested by NDCS. Digital monitoring capabilities must be available for TDD units.

PCS Response: PCS has read, agrees and will comply.

PCS's automated operator inmate telephone system is designed for use by the hearing impaired. PCS will provide TDD/TTY devices based on the needs of each facility, as determined by NDCS.

Amplified volume control is a built-in feature of the proposed inmate telephones manufactured by Navitel/OTC Telecom. These telephones have a volume control device that allows the inmate to increase or decrease the volume of the headset earpiece. The proposed inmate telephone standard keypad assembly is fully ADA compliant and has a "raised bump" on the number 5 key as required. Physically impaired inmates at correctional institutions nationwide are successfully using these standard keypads.

PCS proposes the portable Ultratec (Model: Supercom 4400) vandal resistant TDD (**Figure 5.13**). Standard features of this TDD phone 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)

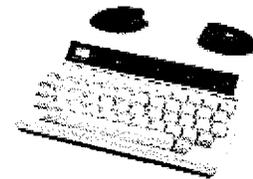


Figure 5.13 Ultratec Supercom 4400 TDD

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 inmates 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 State to ensure that the security features designed into standard calling practices are incorporated into the calls made by inmates 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 inmates have the same calling privileges and security features designed into their calling patterns as all other inmates.

Inmate telephones must be line powered.

PCS Response: PCS has read, agrees and will comply.

All inmate telephone stations will be line-powered; therefore, no additional cabling and/or wiring will be necessary. The equipment will contain no removable parts.

Telephones placed in State facilities must utilize sturdy, high security construction, and have armored handset cords. Contractor should provide as an attachment a photo and specifications of the telephone sets proposed.

PCS Response: PCS has read, agrees and will comply.

The OTC-2110V2 inmate telephones are vandal resistant, surface-mounted telephones with metal housing, steel armored handset cord and stainless steel lanyard. The phones are manufactured in 14-gauge stainless steel, thoroughly field-tested, and are currently used in indoor and outdoor correctional facilities.

Please refer to **Attachment I, Navitel /OTC Inmate Telephones** for a detailed description and pictures of the proposed phones.

10. System/Server Requirements

Contractor must provide a sufficient number of uninterruptible power supplies so that all AC powered components of the system have surge protection, line conditioning, and minimum 30 minutes backup power. System server must be capable of recovering from complete loss of power automatically and without intervention from State personnel.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution is equipped with the appropriately sized APC Smart Uninterruptible Power Source (UPS), which provides both electrical conditioning and battery back-up in case of power surges or power outages. The UPS units (pictured in **Figure 5.14**) are configured to provide continuous operation in the event of a power surge or interruption in order to ensure that there is no loss of call recordings or call data.

If commercial power is lost, the UPS will indicate the shift to battery backup with an audible sound in the facility's equipment room and through a remote alert notification via the PCS Network Management System (NMS). Should power be restored within the designed period of time, there will be no interruption of call processing or workstation functionality. If the interruption exceeds this period, call processing functions are suspended until such time as power is restored.

Regardless of any interruption in power, **call records are protected at all times and are not subject to loss.** System settings will return to the previous state upon restoration of power.

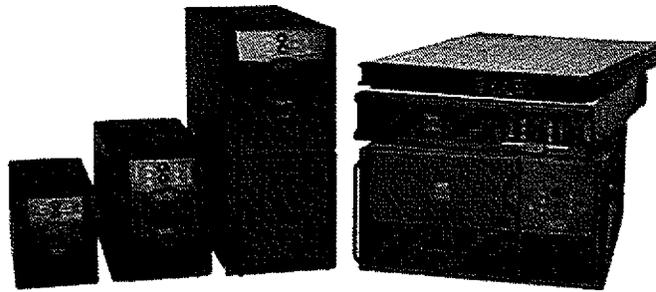


Figure 5.14 APC Smart UPS

The APC Smart UPS models used by PCS can be monitored remotely, thus any problem with the unit (such as a low battery or power overload) can be identified and corrected before it has the potential to affect the inmate telephone system.

The features of the APC Smart UPS include:

- Hot-swappable batteries
- Full protection from sags, surges, spikes, lightning, and blackouts
- Intelligent precision-charging that maximizes battery performance and reliability
- Automatic restart upon return of commercial power
- Automatic self-test function
- Remote management via the network
- Space saving options of either a tower or rack-mounted unit

The Bidder's system must allow for programming of time frames when calls may or may not be placed. These calling windows must be programmable on a site-by-site basis.

PCS Response: PCS has read, agrees and will comply.

The proposed inmate phone system can easily be programmed (preset during installation) so that the phones are operational only between certain hours of the day. Authorized staff can override the timed on/off phone times, as needed—the phones can be shut down quickly and easily by using either the computer control or manual shutdown switches.

Authorized staff simply change phone setting from "Recording" to "Off", as shown in **Figure 5.15** below.

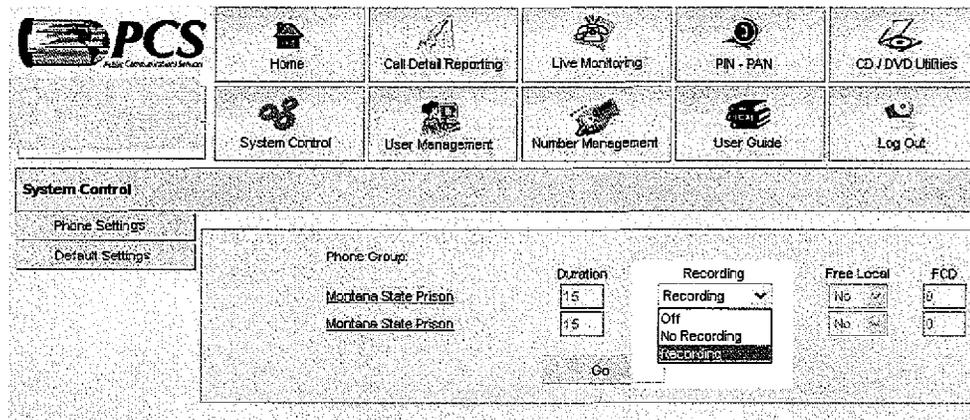


Figure 5.15 On/Off Phone Control

The Bidder's system must have the ability to block telephone numbers on a global basis. The NDCS maintains a list of telephone numbers that must be blocked from access by the entire system.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution offers sophisticated blocking capabilities. During installation, a "Call Blocking" file is established that prohibits inmates from making calls to specific numbers, including "411", "911", and long distance carriers. In addition, the system provides "wild card" capabilities.

Typically, access is denied to the following:

- Direct Dialing (1+)
- Operators (0-,00-,1-0-XXX-0)
- Information (411,1-411,555-1212,1-555-1212)
- Talk Lines (900, 976 Exchanges)
- Toll Free Lines (1-800,1-888,1-877, and the like)
- IXC Access (950,10-XXXX,10-10-XXX)
- Correctional facility telephone numbers
- Correctional facility employees' home numbers
- Judges' and prosecutors' home numbers
- Emergency Numbers (911, Police, Fire, Poison Control, etc.)

Figure 5.16 shows how individual numbers can be blocked.

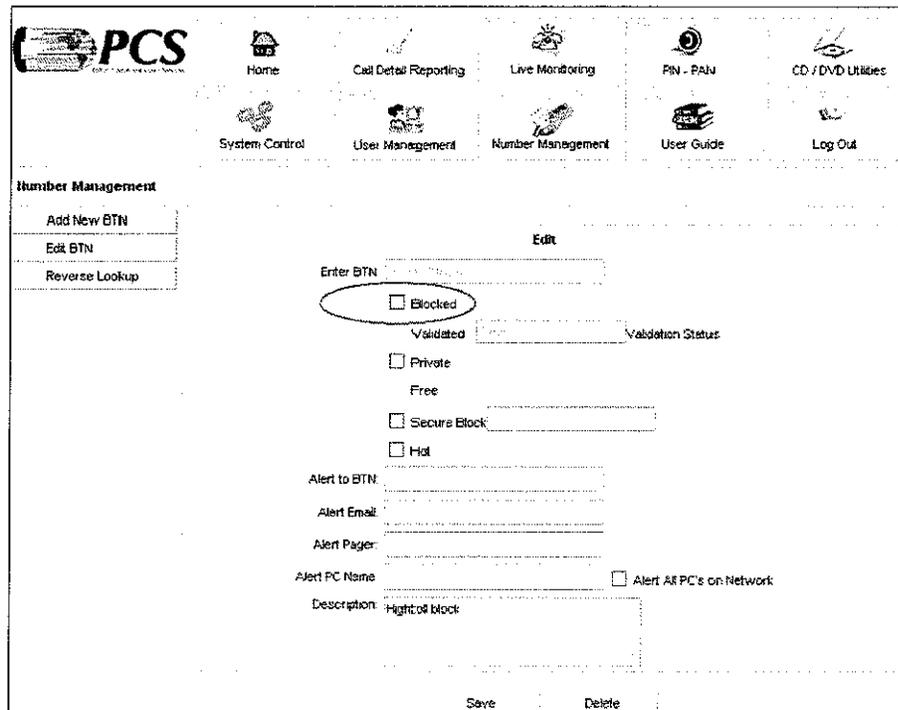


Figure 5.16 Number Management Screen

From this screen, users are able to do the following:

- Block numbers
- Verify Validation Status
- Mark numbers as Private (so they will not record)
- Mark numbers as Free (This is done by PCS personnel.)
- Mark numbers as Hot (for easier reporting on specific numbers and for automatic alerting)
- Block by wildcard (block a range of numbers)
- Add descriptions to numbers

The inmate's access to call functions is controlled by the PCS Solution, which uses voice prompts to guide both the inmate and the called party through every step of the calling process. Inmates attempting a call that is not allowed will hear an announcement explaining their call has been blocked.

For the purpose of billing, and decrementing the inmate account, call timers may not begin until the inmate has an actual talk path established with the called party, and must end when one or both of the parties goes back on-hook.

PCS Response: PCS has read, agrees and will comply.

The billing of an inmate call begins after the called party positively accepts the call, and not before. If the called party does not positively accept the call, there is no charge. If a call is accepted, that portion of the call that takes place before positive acceptance is never billed.

The Bidder's system must be capable of storing all call records at each site location. System must be capable of producing real-time custom calling reports for investigative or auditing purposes. These reports must include all calls by PIN, called number, date, telephone used, etc. All reports should include date, time, originating number, terminating number, PIN, duration, and elapsed time.

PCS Response: PCS has read, agrees and will comply.

The Bidder's system must restrict incoming calls, however must be programmable to allow incoming calls during emergency situations.

PCS Response: PCS has read, agrees and will comply.

The Bidder's system must be capable of processing calls and making announcements in both English and Spanish. The ability to add additional languages must be available. System announcement capabilities must be programmable, and the NDCS will approve all automated language prior to being put into production.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution is configured to process calls in both English and Spanish. The inmate can select the preferred language with a simple code. The inmate telephone system can be configured to provide automated voice prompts in up to nine languages simultaneously.

The inmate is prompted with instructions in either English or Spanish on how to complete a call. To select the preferred language the inmate can simply select the code as instructed in the following sample prompt: "For English press 1. Para Español marque 2. Please enter the area code and phone number you are calling now."

The called party selects their preferred language in a similar way. The prompt to the called party is as follows: "Hello, this is a collect call from (inmate name), an inmate at the Polk County Jail. To hear acceptance options in English press 1. Para Español marque 2." This option is repeated twice. If no option is selected, the acceptance prompts begin in English.

Written dialing instructions in both English and Spanish will be mounted on the face of the phone under an unbreakable, sealed clear shield. Alternately, they may be laminated and posted next to the phones. Please refer to **Attachment J** for **Sample Dialing Instructions**.

The Bidder's system must be capable of playing periodic voice overlays announcing that the current call is being placed from the (name, city, and state of the corrections facility). These announcements must be played at random intervals, no more than twice per fifteen (15) min call, and must be audible to the called party. Inmate voice must be muted during the playing of these announcements.

PCS Response: PCS has read, agrees and will comply.

The inmate telephone system has the ability to play random periodic voice overlays announcing that the call is from a correctional facility. These voice prompts can be custom recorded as requested by the State, or a standard voice prompt similar to the following may be used: "This call is from a correctional facility, and is subject to monitoring and recording." This announcement is audible to the called party. All communication to the inmate is muted until positive acceptance. The called party cannot hear the inmate, and the inmate cannot hear the called party until the called party has accepted the call.

The Bidder system must allow for calling restrictions or suspensions at the individual account level. Individual inmate accounts must reside in the database for each facility Statewide. This will permit an inmate to be transferred from one facility to another without the need for establishing a new account.

PCS Response: PCS has read, agrees and will comply.

The PIN number can be automatically transferred when an inmate is transferred from one facility to another. The PIN feature is highly reliable and effective in identifying inmates making calls, assisting investigators in their criminal investigations, and providing security controls on inmate calling.

Calling and time restrictions must be established at the facility level, and will vary from facility to facility depending on needs.

PCS Response: PCS has read, agrees and will comply.

The proposed ITS is quite flexible in its ability to classify and define the functions of individual phones and groups of phones within a facility and globally. Authorized personnel can limit the length of a call, determine the time of day calls are permitted, and the maximum number of minutes per inmate per month.

Automatic On/Off Times

The inmate telephones are configured to turn on and off automatically at preset times according to a schedule set by the facility. These preset on/off times can be set differently for each phone, or group of phones, according to the facility's needs, and can be overridden at any time by authorized staff.

Call Duration

The duration of inmate calls can be controlled by authorized personnel. Please see the sample screen (**Figure 5.17**) below:

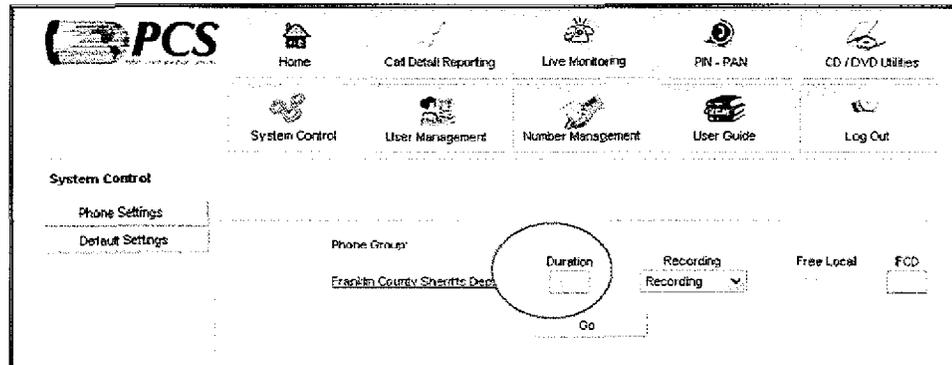


Figure 5.17 System Control Screen – Group settings

The System Control Screen allows authorized users to set Call Duration for groups of phones. Groups are defined according to facility needs. If the facility wants to control the call duration of individual phones, the Phone Settings button allows authorized users to set them for each phone in the system.

When PIN numbers are implemented, call duration can be set on an inmate-to-inmate basis. Please refer to **Figure 5.18** below for an example:

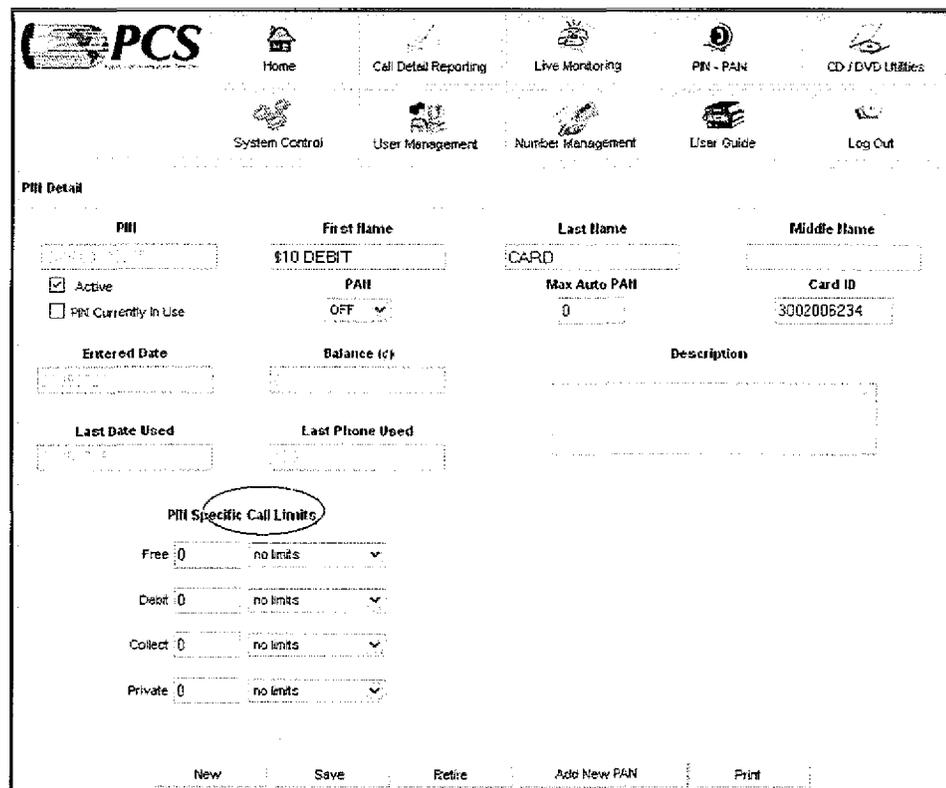


Figure 5.18 PIN Detail Screen

The PIN editor allows authorized users to restrict an inmate's calling to a certain number of minutes per day or per month, assign an inmate to certain telephone stations only, and implement many other features.

The proposed system including monitoring and recording equipment must be expandable with software upgrades as they become available and are approved by the State. These upgrades must be performed at no cost to the State.

PCS Response: PCS has read, agrees and will comply.

PCS will install additional telephones and monitoring and recording equipment as needed to accommodate expansion to existing and new facilities. The PCS Solution's open architecture and state-of-the-art hardware design allow the inmate telephone system to easily expand, upgrade and adapt to changes in the industry and customer requirements. Any new facilities can be either networked directly or installed as a stand-alone call processor.

All calls must be blocked in such a way that the inmate cannot hear the operator contact with the called party, or responses of the called party. Inmate call path must not be established until the called party has positively accepted the call.

PCS Response: PCS has read, agrees and will comply.

All communication to the inmate is muted until positive acceptance. The called party cannot hear the inmate, and the inmate cannot hear the called party until the called party has accepted the call.

The Bidder system must allow the person accepting the call (if call is collect) to inquire about the charge for a call prior to accepting it. How does bidder's proposed system meet this requirement?

PCS Response: PCS has read, agrees and will comply.

When the called party answers the phone, they will have the option to inquire about rates. First, the pre-recorded announcement the called party will hear will be similar to, "Hello, this is a collect call from (inmate name), an inmate at the [FACILITY NAME] To hear acceptance options in English press 1. Para Español marque 2."

The called party is then presented with menu options in the selected language. Some examples of menu options are listed below

- "To accept this call, press 0."
- "To refuse this call, press 1 or hang up now."
- "To prevent further calls from this facility, press 8."
- **"For a rate quote, press 9."**

Please note these options can be customized as needed by the State.

Each server/system provided by the contractor must have a redundant hard drive that mirrors the operating system hard drive. This redundant drive must be capable of operating the system in its entirety in the event that the primary hard drive fails.

PCS Response: PCS has read, agrees and will comply.

The system is configured with built-in redundancy to guarantee no loss of data or functionality. The backup database for the system is maintained in two locations: a Primary Secure Data Center located in Los Angeles, California; and a Secondary Data Center, located in Dallas, Texas. The Data Centers are automatically replicated on an on-going basis, so that each center holds a complete and up-to-date database of the call data from the facility. The system uses the central database located off-site for all calling applications. When an inmate lifts the receiver to make a telephone call, the on-site call processor immediately requests information from the Data Center, which instructs the call processor at every stage of the call. The call detail record for the call is created and stored at the Primary Data Center, and immediately replicated to the Secondary Data Center. Each telephony server located at the correctional facility is configured with RAID 5 disk arrays to provide maximum protection and redundancy of all call recordings. In addition the systems are configured with dual "boot" drives to minimize the possibility of application data loss.

All data for each NDCS facility to include call detail records, call recordings, and platform operating system must be backed up daily. Backups whether on tape or hard drive media must be maintained in such a manner that they can be used to restore 100% operation to a site regardless of outage cause within 24 hours. Outages that are a result of corrupt or missing data must not last more than 24 hours. Processes for system backup, redundancy, and recovery must be outlined in the bidder's RFP.

PCS Response: PCS has read, agrees and will comply.

The PCS Solution is configured with built-in redundancy to ensure no loss of data or functionality. Should the centralized system experience a catastrophic failure for any reason, the inmate telephone system will automatically route to a backup server with no loss of functionality or delay in call processing.

The database for the system is maintained in three locations: an on-site Data Center at the telephony server; a Primary Secure Data Center located in Los Angeles, California; and a Secondary Data Center, located in Dallas, Texas. The off-site Data Centers are automatically replicated on an on-going basis, so that each center holds a complete and up-to-date database of the call data from the facility. The Data Centers in Los Angeles and Dallas include the controlling computer for the ITS.

The system uses the central database for all calling applications. When an inmate lifts the receiver to make a telephone call, the on-site call processor immediately requests information from the Data Center (the controlling computer), which instructs the call processor at every stage of the call. Should the primary computer crash for any reason, the on-site call processor automatically reroutes the query to the backup computer at the Primary Data Center. Should the on-site call processor be unable to query the Primary Data Center (for example, in case of a natural disaster that disrupts the connection), the query will be automatically routed to the Secondary Data Center where it will be responded to by the Secondary controlling computer.

Please refer to **Figure 5.19**, the diagram of the proposed system, below.



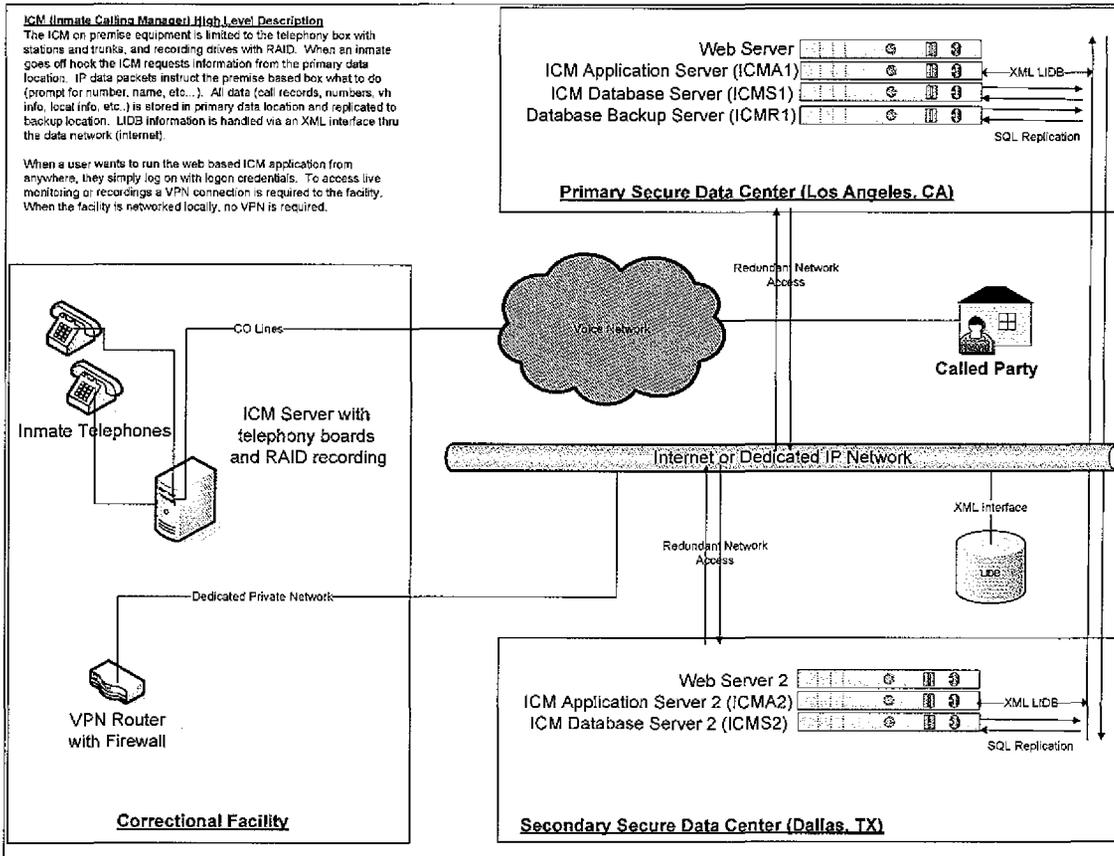


Figure 5.19 Diagram of the Inmate Telephone System

11. Live Monitoring Requirements

The Bidder's system must allow for live monitoring of calls in progress from individual facility workstations as well as both central administration workstations. Staff must be able to monitor multiple calls simultaneously. The Bidder's system must be able to show all active calls on a single screen, and staff must be able to move from one call to another quickly. Moving from one call to another must take no more than five (5) seconds.

PCS Response: PCS has read, agrees and will comply.

Monitoring Calls in Progress

The calls in progress can be monitored on an as needed basis from the workstations at the facilities or from any computer connected to the Internet through the private network. Please refer to the sample screen (**Figure 5.20**) below:

	BT#	Date	Time	Pin	Phone
	5802249305	20050927	1254	000043910980	Cell 108
	5802242205	20050927	1252	000043910980	Book in
	8177411834	20050927	1244		Cell 109
	8173429592	20050927	1231		Cell 118
	3282135595	20050927	1224		Cell 119
	3105338020	20050927	1232	662946295939	Cell 122
	3106003526	20050927	1245		Cell 120
	2563920101	20050927	1212		Cell 129
	2102209191	20050927	1216	231798273945	Cell 127
	8177412212	20050927	1242		Cell 121
	8721190503	20050927	1251		Cell 124
	8177341929	20050927	1252		Cell 123
	8508925330	20050927	1254	872940367294	Cell 130
	5802218989	20050927	1255		Cell 132
	5802231919	20050927	1257		Isolation Tank

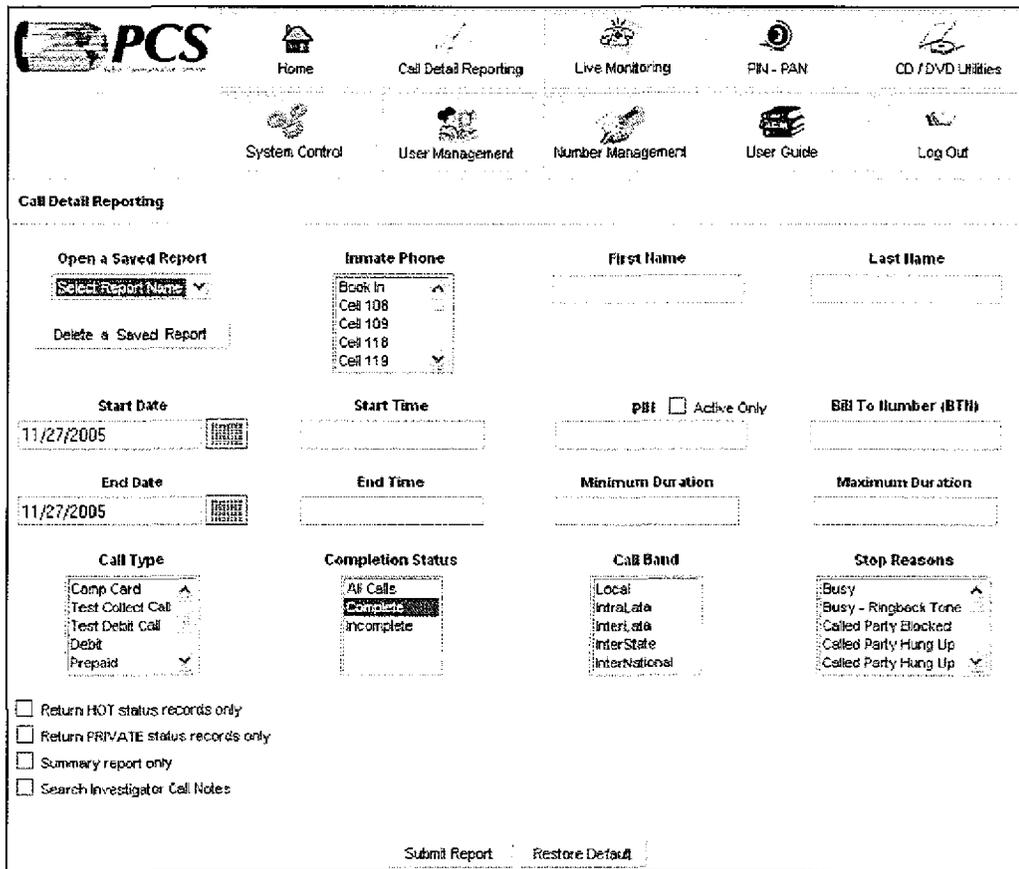
Figure 5.20 Calls in Progress

From this screen, authorized users can observe what calls are in progress at the facility. They can select a call on the basis of the billed-to number (BTN), PIN number, or inmate telephone. In order to monitor a call, users merely click on the speaker icon for the desired call. They will hear the call in progress (the screen does not change).

Monitoring of calls does not interfere with the continuous recording of all calls, and it is not detectable by the inmate and the called party. Several investigators may monitor the same call at the same time.

Monitoring Calls Previously Recorded

Investigators can also monitor calls that have been previously recorded. Call recordings can be searched by PIN, date, start or stop time, inmate telephone station, called number, and other criteria. Please see the sample screen (Figure 5.21) below:



The screenshot shows the PCS web interface for Call Detail Reporting. At the top, there is a navigation menu with icons for Home, Call Detail Reporting, Live Monitoring, PIN - PAN, CD / DVD Utilities, System Control, User Management, Number Management, User Guide, and Log Out. Below this, the 'Call Detail Reporting' section contains several input fields and dropdown menus for filtering call records. The fields include: 'Open a Saved Report' (with a dropdown menu), 'Delete a Saved Report' (button), 'Inmate Phone' (dropdown menu with options: Book In, Cell 108, Cell 109, Cell 118, Cell 119), 'First Name' (text input), 'Last Name' (text input), 'Start Date' (calendar icon, value: 11/27/2005), 'Start Time' (text input), 'End Date' (calendar icon, value: 11/27/2005), 'End Time' (text input), 'PBI' (checkbox, 'Active Only'), 'Billed Number (BTH)' (text input), 'Minimum Duration' (text input), 'Maximum Duration' (text input), 'Call Type' (dropdown menu with options: Comp Card, Test Collect Call, Test Debit Call, Debit, Prepaid), 'Completion Status' (dropdown menu with options: All Calls, Complete, Incomplete), 'Call Band' (dropdown menu with options: Local, IntraState, InterState, International), and 'Stop Reasons' (dropdown menu with options: Busy, Busy - Ringback Tone, Called Party Blocked, Called Party Hung Up, Called Party Hung Up). At the bottom, there are checkboxes for 'Return HOT status records only', 'Return PRIVATE status records only', 'Summary report only', and 'Search Investigator Call Notes'. Finally, there are 'Submit Report' and 'Restore Default' buttons.

Figure 5.21 Call Detail Selection

From this screen, users can select the parameters of the calls they wish to investigate. For example, they may enter the start and end dates for the period they wish to search, the start and end times for the calls, the inmate phone station, the called number, the PIN number, and so on.

After selecting the desired criteria, the user clicks on "Submit Report" to retrieve the CDR data as shown in the sample screen (Figure 5.22) below:

TOOLS	BTN	DATE	TIME	PRI	Phone	DUR.	CHARGE	TYPE	RESULT
	9035721875	20051025	2349	000285430508	Cell 206	15:00	\$2.50	Debit	Time Up
	9403701714	20051025	2346		Cell 127	14:50	\$8.50	Prepaid	Inmate Hungup
	9034683422	20051025	2332	000515128069	Cell 206	15:00	\$2.50	Debit	Time Up
	9034683422	20051025	2314	000515128069	Cell 206	15:00	\$2.50	Debit	Time Up
	6825581772	20051025	2313	000483711242	Cell 202	04:59	\$4.50	Debit	Inmate Hungup
	9034683247	20051025	2243	000515128069	Cell 206	15:00	\$2.50	Debit	Time Up
	9034683247	20051025	2240	000515128069	Cell 206	02:01	\$2.50	Debit	Inmate Hungup
	9035721875	20051025	2213	000285430508	Cell 206	15:00	\$2.50	Debit	Time Up
	2143781723	20051025	2148	000306587355	Cell 127	00:07	\$2.50	Debit	Inmate Hungup
	2142750925	20051025	2136		Cell 127	05:45	\$5.62	Collect	Inmate Hungup
	2142750925	20051025	2120		Cell 127	05:18	\$5.62	Collect	Inmate Hungup
	2143781723	20051025	2107	000306587355	Cell 127	06:08	\$5.50	Debit	Inmate Hungup
	90355832528	20051025	2046		Cell 127	14:32	\$8.25	Collect	Inmate Hungup
	9722761558	20051025	2035	000725028038	Cell 120	01:01	\$2.50	Debit	Funds Expired
	9722761558	20051025	2032	000931059578	Cell 120	01:01	\$2.50	Debit	Funds Expired
						Total	\$51.49		

Page 1 of 145 1 2 3 4 5 6 7 8 9 10 > Next 10
 Select all calls to burn in CD/DVD

Figure 5.22 Call Detail Results

This screen shows all the CDRs that match the specified criteria. In order to playback a call recording, the user need only click on the speaker icon for the desired call.

The call playback screen is shown below:

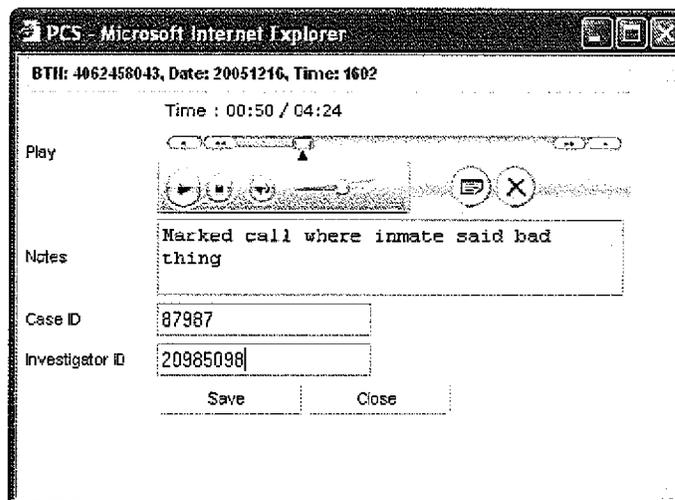


Figure 5.23 Call Playback

The Call Playback function uses standard Microsoft Media Playback. This screen allows the user to read and add to the notes while listening to the playback of call recordings. Users also have the ability to save marks on the calls for faster access to certain parts of the call in the future.

The Bidder provided system administrator must be restricted from monitoring inmate calls.

PCS Response: PCS has read, agrees and will comply.

The Site Administrator will not have direct user access to recording or monitoring equipment.

12. Service Level Requirements

The following service levels will be met by the Contractor. The Contractor will not substitute or deviate from these service levels.

- a. **CRITICAL-** Any outage where more than 30% of the assigned system extensions OR 30% of the assigned extensions to any particular building OR 30% of the system trunks are not operational for any reason. Vendor must respond to critical service level issues within one (1) hour. This may include remote dial in, or dispatch. Vendor must make every possible attempt to restore service within four (4) hours. With the exception of LEC service issues, critical service level outages must be resolved, or alternative means of communications established within eight (8) hours. Vendor must provide a detailed report to the Office of the CIO within 48 hours of any critical outage. This report must outline the following:
 - i. Time, date, and cause of outage
 - ii. Time and date of first vendor response
 - iii. Chronological list of actions taken to restore service
 - iv. Name and contact number of person reporting outage

- b. **MAJOR-** Any outage where more than 10% of the assigned system extensions OR 10% of the assigned extensions to any particular building OR 10% of the system trunks are not operational for any reason. Any instance where 10% or more of telephone calls are dropped or have static. Vendor must respond to major service level issues within three (3) hours. This may include remote dial in, or dispatch. Vendor must make every possible attempt to restore service within ten (10) hours. With the exception of LEC service issues, critical service level outages must be resolved, or alternative means of communications established within 16 hours. If a major outage is reported after business hours, it will be the vendor's responsibility to inform the caller that a charge may be incurred, and to offer the option to have the outage responded to on the next business day. If the caller chooses to wait until the next business day, the "clock" for response and resolution times will begin at 8:00 AM on that day. If the caller still requests after hours dispatch, the vendor may proceed with written authorization from the caller. An e-mail from a State Government e-mail address will be acceptable. (all State e-mail

addresses end with (Nebraska.gov) Vendor must provide a detailed report to the Office of the CIO within seven (7) days of any major outage. This report must outline the following:

- i. Time, date, and cause of outage
 - ii. Time and date of first vendor response
 - iii. Chronological list of actions taken to restore service
 - iv. The name and contact number of person reporting trouble
- c. MINOR- A case where any assigned extensions, trunks, or system features are not operational, or are not functioning properly for any reason. Any instance where telephone calls are either dropped or have static. Incidents where features or functions of the telephone sets are not operating properly. Vendor must respond to minor service level issues within ten (10) hours. This may include remote dial in, or dispatch. Vendor must make every possible attempt to restore service within 24 hours. With the exception of LEC service issues, critical service level outages must be resolved, or alternative means of communications established within 36 hours. If a minor outage is reported after business hours it must not be handled by the vendor until the next business day. The "clock" for response and resolution times will begin at 8:00 AM on that day. Vendor must provide a detailed report to the Office of the CIO within 30 days of any minor outage. This report must outline the following:
- i. Time, date, and cause of outage
 - ii. Time and date of first vendor response
 - iii. List of actions taken to restore service
 - iv. The name and contact number of the person reporting trouble

PCS Response: PCS has read, agrees and will comply.

PCS would like to point out that we are already providing critical response times within one hour at the State of Iowa DOC.

F. IMPLEMENTATION PLAN

1. Initial System Implementation and Installation
Contractor will be responsible for the creation of all existing accounts. Inmate account information can be provided to the contractor in an electronic format.

PCS Response: PCS has read, agrees and will comply.

The Site Administrator provided by PCS will be responsible for creating all inmate accounts for the State.

The contractor must designate a limited number of personnel, including the site administrator to participate in the system installation at State facilities. These personnel must pass a criminal identification (NCIC) and records check. They

will also be prohibited from forming personal relationships of any kind with inmates, their friends, or their families.

PCS Response: PCS has read, agrees and will comply.

PCS personnel will provide a specific list of key personnel to participate with each installation on-site. All individuals associated with this project, inclusive of all subcontractors and consulting firms, will provide their personal information at least 72 hours prior to arriving at the facility. The State shall maintain at its sole discretion those individuals that will or will not enter a correctional facility. In order to maintain a consistent work program for installation and testing, the State should not unreasonably delay the granting of any clearances. No PCS employee will fraternize or form any kind of personal relationship with the inmates, their friends, or their families.

The Bidder must provide a detailed plan for installation, test, and turn-up to the State. Cut-over of any individual facility shall not occur without prior approval of NDCS. Any changes in schedule must be approved by the State. Digital circuit and/or telephone line information must also be provided to include circuit ID numbers along with due dates.

PCS Response: PCS has read, agrees and will comply.

The plan for installation, test, and turn-up is described in detail in **Section 4., subsection d. Detailed Project Plan.**

G. PROVIDE POST IMPLEMENTATION SUPPORT

1. Customer Service Requirements

Contractor must provide 24 X 7 customer service, including holidays, to the State of Nebraska for the purpose of resolving problems with system hardware, software, calling functionality, recording functionality, and monitoring functionality.

PCS Response: PCS has read, agrees and will comply.

PCS maintains a toll-free number (800-6-INMATE) staffed 24-hours per day, 365 days per year, that facility personnel may call for repairs as well as telephone technical support. This service may be used to report system problems including problems with hardware and software, monitoring and recording functionality, preparation of trouble tickets, personnel notifications, escalation procedures, call lists, maintenance logs, management reports, trouble ticket closure, and any other issues.

Contractor must provide a dedicated contact to resolve all issues surrounding "Debit" transactions and accounting. The contractor must provide a trouble ticket system where each debit transaction issue is documented. The contractor must acknowledge receipt of each trouble ticket and respond to the State in writing on each resolution. All trouble ticket information and trending will be made available to the State upon request.

PCS Response: PCS has read, agrees and will comply.

The Account Manager for this project is Kimberly Zenchuk. Ms. Zenchuk will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues, including "Debit" transactions and accounting.

Ms. Zenchuk's contact information is:

Office phone: (402) 933-9723
Fax: (310) 954-2102
Email: kimberly.zenchuk@teampcs.com

In addition, PCS maintains a toll free number, (800)-6-INMATE, 24-hours per day, 365 days per year for facility personnel to call for inquiries, service requests, technical support, or any other questions or issues that may arise with the inmate telephone system. This number is answered by Technical Services.

When service interruptions and system failures are reported by our recording and monitoring system, the PCS Technical Service personnel enter all pertinent information into an electronic trouble ticket system called Service Desk Express. The Service Desk Express System is a modern, state-of-the-art ticketing (slip) system. The system constantly monitors issues and tasks, records data, and produces reports. Service Desk Express is a web browser-based application. Authorized personnel will be able to simply log onto the Service Desk Express web site using a web browser to track any trouble tickets for the inmate telephone system for correctional facilities.

Contractor must assign a dedicated account representative other than the system administrator to the State of Nebraska account.

PCS Response: PCS has read, agrees and will comply.

Contractor must be willing to replace either system administrator or account representative at the States request. The State will only make this request if attempts at corrective action have not resulted in the State's satisfaction.

PCS Response: PCS has read, agrees and will comply.

2. System Alarm Monitoring and Reporting

It is expected that the contractor monitor all equipment including LEC access lines on a continuous 24 X 7 basis including holidays. Any problems that effect system functionality in any way must be reported to the State immediately. A contact list will be given upon contract award.

PCS Response: PCS has read, agrees and will comply.

PCS will monitor and perform remote diagnostics on the ITS on a 24/7 basis. The remote diagnostics has the ability to pinpoint whether the problem is with a telephone unit, telephone line, or any other element.

The PCS overriding commitment is to the operational reliability of all installed platforms. Top system performance is assured with 24/7 remote diagnostics under the watchful-eye of PCS Technical Services.

PCS uses extensive diagnostic tools to identify potential problems. We analyze traffic patterns and track potential problems in the MPLS/PIP, Wide Area Network, T-1 connections, and Central Office (CO) trunks. Data is constantly being downloaded and analyzed.

The call processor is monitored in real time for service issues as well as potential problems. The monitoring application sends emails instantly to the technicians, allowing for 24/7 resolution of most issues before they even affect the service.

The following is a sample email from the monitoring application (**Figure 5.24**):

```
From: bbadmin@pcstelecom.com [mailto:bbadmin@pcstelecom.com]
Sent: Monday, October 10, 2005 10:18 AM
To: BBAdmin
Subject: IBB - 6000010! icm1-10007.cpu - 200192168035050

[6000010] icm1-10007.cpu red Mon Oct 10 10:24:41 CDT 2005 [ICM1-10007] up:
0:35, 1 users, 26 procs, load=100%, PhysicalMem: 512MB(40%)

&yellow Machine recently rebooted

Memory Statistics
Total Physical memory: 536330240 bytes (512.00MB)
Available Physical memory: 319373312 bytes (305.00MB)
Total PageFile size: 1308409856 bytes (1.22GB)
Available PageFile size: 1099063296 bytes (1.02GB)
Total Virtual memory size: 2147352576 bytes (2.00GB)
Available Virtual memory size: 2118651904 bytes (1.97GB)

Most active processes
99.83% InoTask (0x220 [544])
00.16% inetinfo (0x3b0 [944])
00.01% InoRT (0x214 [532])
```

Figure 5.24 Actual Auto Message from Monitoring System

The PCS Solution also provides the capability to place remote test calls to determine if a reported problem is due to the system, the inmate telephone, the CO trunk, or a PSTN problem. In addition, maintenance reports are available that help to isolate marginal inmate phones and trunks. These maintenance reports 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

PCS uses a software program called “Big Brother” (pictured in Figure 5.25 below) to remotely monitor the call processor and network at our client sites. The PCS Big Brother identifies any potential issues in MPLS/PIP and WAN connectivity and diagnostically monitors all call processors each hour for changes in call patterns using SNMP (Simple Network Management Protocol) standards. Any change automatically informs the PCS Technical Services Unit 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 preprogrammed into the system. This feature reduces the time and effort required for manual intervention to correct system related problems.

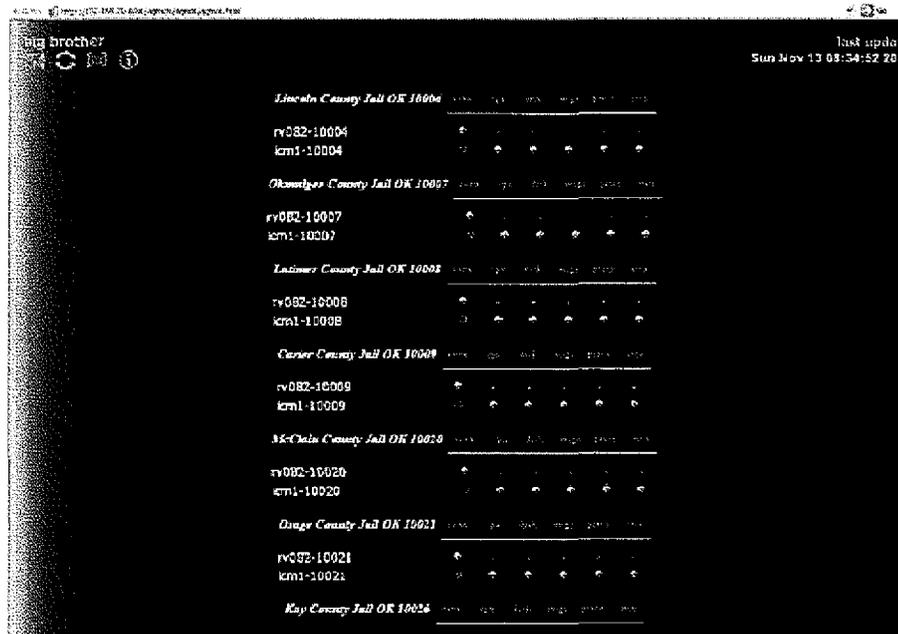


Figure 5.25 Big Brother Remote Diagnostics

Other features of this software include:

- Monitoring host resources (processor load, disk and memory usage, running processes, log files, and the like.)
- 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, and the like

In addition to monitoring the call processor, Big Brother routinely checks all the end user workstations to ensure that all 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 technicians can view charts showing overview information, as well as charts for various types of calls and errors. When the technician clicks on a graph icon, MRTG displays usage charts for that level. When the technician selects the MRTG option of the System Monitors sub-menu, the following page appears (Figure 5.26):

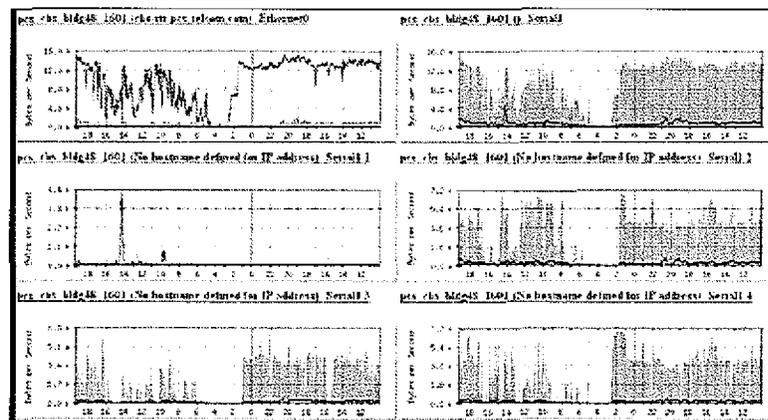


Figure 5.26 Multi-Router Traffic Graph

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
- Pre-paid 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

When service interruptions and system failures are reported by Big Brother, the PCS Technical Service personnel enter all pertinent information into an electronic trouble ticket system called Service Desk Express. The Service Desk Express System is a modern, state-of-the-art ticketing (slip) system. The system constantly monitors issues and tasks, records data, and produces reports. Service Desk Express is a web browser-based application. Authorized personnel will be able to simply log onto the Service Desk Express web site using a web browser to track any trouble tickets for the inmate telephone system for correctional facilities.

Contractor must provide a toll free number that will be answered by a live person. This number must be staffed 24 X 7 including holidays.

PCS Response: PCS has read, agrees and will comply.

The PCS Technical Services Unit operates on a 24 / 7 / 365 basis and can be reached by calling the live-answered toll-free number: 800-6-INMATE.

3. Trouble Reporting

Contractor must provide a detailed description of their escalation procedures. Upon award Contractor must provide a service escalation list to include names, office, cellular, and pager numbers.

PCS Response: PCS has read, agrees and will comply.

Contractor must provide an automated trouble reporting system. Contractor must provide a 24-hour toll free number for reporting troubles.

PCS Response: PCS has read, agrees and will comply.

The PCS Technical Services Unit operates on a 24 / 7 / 365 basis and can be reached by calling the live-answered toll-free number: 800-6-INMATE.

The PCS Technical Service personnel can enter all pertinent information into an electronic trouble ticket system called Service Desk Express. Authorized personnel will be able to simply log onto the Service Desk Express web site using a web browser to track any trouble tickets for the inmate telephone system for correctional facilities.

H. DELIVERABLES

1. Installation Period

Installation at each facility must be completed and all Inmate calling service available no later than 8:00 AM Central Standard Time on November 27, 2008.

PCS Response: PCS has read, agrees and will comply.

Please refer to **Attachment F, Implementation Plan** for the proposed Implementation schedule.

It will be the contractor's responsibility to keep the State informed of all timelines and work progress.

PCS Response: PCS has read, agrees and will comply.

6. Exceptions to RFP Section III: Terms & Conditions

PCS agrees to all Terms and Conditions outlined in Section III of this RFP, with these exceptions. PCS would like to discuss the requirements listed below prior to contract signing.

Additionally, in response to the insurance requirement outlined in Section III.F.4, we have provided a copy PCS's certificate of insurance coverage in **Attachment K** of this proposal.

Section III. Terms & Conditions

B. AWARD, page 9

The requirement states: *"All purchases, leases, or Contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend this Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. This Request for Proposal does not commit the State to award a Contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended."*

PCS carefully has developed this proposal, including the equipment, services, and call rates we have offered, based upon an assumption that PCS will be the sole contract awardee. In the event that the State determines it would like PCS to be one of multiple awardees, then that necessarily will involve materially different equipment or services with consequently different rates. Therefore, PCS cannot guarantee to hold the terms and conditions of this proposal open in a multiple award situation, and we must reserve the right to alter or amend our proposal, or withdraw from the process, in the event of an intended award to multiple bidders.

E. OWNERSHIP OF INFORMATION AND DATA, page 10

The requirement states: *"The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the Contractor pursuant to this Contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this Contract. The Contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the Contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims."*

PCS has read and agrees. PCS suggests, however, that this provisions be clarified as follows: 'The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all call information and call data developed or derived by the Contractor pursuant to this Contract.' PCS suggests that the language in the RFP is overly broad, and captures data or information proprietary to Contractor and/or not materially pertinent to the Contract's performance.

G. COOPERATION WITH OTHER CONTRACTORS, page 11

The requirement states: *"The State may already have in place or choose to award supplemental Contracts for work related to this Request for Proposal, or any portion thereof. The State reserves the right to award the Contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State."*

PCS carefully has developed this proposal, including the equipment, services, and call rates we have offered, based upon an assumption that PCS will be the sole contract awardee. In the event that the State determines it would like PCS to be one of multiple awardees, then that necessarily will involve materially different equipment or services with consequently different rates. Therefore, PCS cannot guarantee to hold the terms and conditions of this proposal open in a multiple award situation, and we must reserve the right to alter or amend our proposal, or withdraw from the process, in the event of an intended award to multiple bidders.



Section 7: Cost Proposal

We believe inmates should be able to talk with family and friends at a reasonable price. Therefore, PCS is pleased to offer the following low rates to NDCS inmates and their loved ones, as depicted in the table below (**Figure 5.1: Calling Rates**):

Proposed Rates*	Collect		Prepaid		Debit	
	Connect	Minute	Connect	Minute	Connect	Minute
Local	\$ 0.70	\$ 0.00	\$ 0.50	\$ 0.00	\$ 0.50	\$ 0.00
IntraState/IntraLata	\$ 0.70	\$ 0.05	\$ 0.50	\$ 0.05	\$ 0.50	\$ 0.05
IntraState/InterLata	\$ 0.70	\$ 0.05	\$ 0.50	\$ 0.05	\$ 0.50	\$ 0.05
InterState	\$ 0.70	\$ 0.05	\$ 0.50	\$ 0.05	\$ 0.50	\$ 0.05

Figure 5.1: Calling Rates

*The above rates do not include any applicable federal, state or local taxes, regulatory fees, or surcharges.

Additionally, international calling is available through the Debit calling option at a rate of \$0.50 per minute, with a \$0.70 connect fee.

These rates represent an **average savings of 39% over the State of Nebraska's current inmate telephone service.**

PCS's Simplified Rate Structure

PCS is proposing a low and simplified rate program for all calling options. For all calling within the United States, the connect fee for Collect calling is \$0.70, and it drops to \$0.50 for Prepaid Collect and Debit calling. PCS will charge **no per-minute fee for local calls**; all other domestic calling will incur a **flat \$0.05-per-minute** charge.

This program will create equal, equitable, and easy-to-understand rates for all inmates.

Fair Rates and PCS's Full Disclosure Policy

PCS frequently offers the lowest calling rates in the industry, because we believe that inmates should be able to communicate with loved ones by making calls that are reasonably priced. Research shows that communications between inmates and their families and friends improves inmate morale and lowers the rate of recidivism. Inmate consumer advocacy groups like CURE have long supported PCS in our efforts to propose fair and reasonable rates to facilitate this communication. We are also one of the biggest proponents of providing quality customer care to end users and the inmates using our services.

Recently in the Inmate Telecommunications Industry, there have been several vendors that have added extra fees to collect call recipient bills. These fees are often referred to as:

- Single Bill Fees
- USF Recovery or USF Admin Fees
- Bill Rendering Fees
- Bill Statement Fees

friends and families. These fees can be a rude surprise to the inmates' families when they find out that the costs of the calls they have accepted are more than quoted.

In compliance with the State's requirements, PCS will reduce our credit card processing fee to no more than 5% of each total transaction. PCS will not charge additional fees for any other payment method, other than insufficient funds charges, when appropriate.

How PCS Computes Rates and Other Charges

PCS computes rates by analyzing cost information related to the specific call type. For each call type (Collect, Prepaid Collect, and Debit), there may be distinct cost elements related to the way the call is processed, network costs, and administrative processes, as well as fraud and unbillables.

For example, PCS will analyze the following cost elements for Collect calls to determine the appropriate rate:

- Local Exchange Carrier Fees
- Bill Processing Costs
- Unbillables
- Network Termination Costs
- Network Maintenance Costs
- Fraud
- Hardware Port Costs
- General G&A Costs
- Site Administrator and Local Support

Once PCS has determined the baseline costs for the average call, PCS will apply a reasonable business return and set the call rate. Rates are then checked against the state rate caps to ensure compliance, and they are analyzed for competitive appropriateness.

The same process is used for setting rates for Prepaid and Debit calls; however, some cost elements may not apply, while other new elements will. For example, when considering Debit call rates, PCS will not include unbillable costs, as they do not apply. Similarly, when considering Prepaid costs, credit card processing fees must be considered in the cost evaluation, as well as operator call center costs.

In all cases PCS will evaluate proposed costs to set rates within the context of appropriate market pricing, PRC or PUC guidelines, and mandated rate caps. PCS will always file rates with the appropriate state regulatory body when required.

How PCS Maintains Costs for the Term of the Contact

PCS intends to maintain the proposed rates during the term of the agreement by carefully managing costs (identified above) to the extent possible and by monitoring regulatory mandates that affect rates.

The State of Nebraska Department of Correctional Services will receive a monthly summary report identifying the total number of calls made by the inmates in the NDCS and all costs charged. This will help to ensure that costs are maintained throughout the life of this agreement

Identifying Call Cost Elements

Total call costs will be computed using three charges.

- Call Connect Charges
- Call Per-Minute Charges
- Taxes based on Connect and per minute Charges.

Taxes include those imposed by city, county, state, and federal governing bodies.

Proprietary Materials List

Attachment APCS Audited Financial Statement for 2007
Attachment B..... Dun & Bradstreet Financial Report





**FORM A
 BIDDER CONTACT SHEET**

REQUEST FOR PROPOSAL NUMBER 2505Z1

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	Public Communications Services, Inc.
Bidder Address:	11859 Wilshire Blvd, Ste 600 Los Angeles, CA 90025
Contact Person & Title:	Tommie E. Joe, President & Chief Operating Officer
E-mail Address:	tommie.joe@teampcs.com
Telephone Number (Office):	(800) 350-1000, ext. 3037
Telephone Number (Cellular):	(310) 922-3037
Fax Number:	(310) 954-2118

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Public Communications Services, Inc.
Bidder Address:	11859 Wilshire Blvd, Ste 600 Los Angeles, CA 90025
Contact Person & Title:	Tommie E. Joe, President & Chief Operating Officer
E-mail Address:	tommie.joe@teampcs.com
Telephone Number (Office):	(800) 350-1000, ext. 3037
Telephone Number (Cellular):	(310) 922-3037
Fax Number:	(310) 954-2118

Attachment A – PCS Audited Financial Statement for 2007 was removed as proprietary per Section 8 – “Proprietary Materials List”.

Attachment B – Dun & Bradstreet Financial Report was removed as proprietary per Section 8 – “Proprietary Materials List”.

FR **First Regional Bank**

Santa Monica Regional Office
501 Santa Monica Boulevard, Suite 403
Santa Monica, California 90401
Telephone (310) 793-1776
Facsimile (310) 899-6741

July 1, 2008

Dennis Komai
Chief Financial Officer
Public Communications Services, Inc.
11859 Wilshire Blvd., Suite 600
Los Angeles, Ca 90025

Dear Dennis,

Per your request we are providing you with a written bank reference for Public Communications Services, Inc. et al.

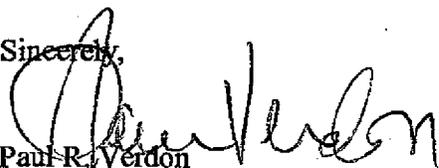
Public Communications Services (PCS) has been a First Regional Bank customer since 1999. Prior to that they were clients of mine at a previous bank from 1994. Our relationship over the years has been one of the utmost professional and respected associations we can expect in the banking industry. They are considered excellent clients from the Board of Directors down.

We have provided the company numerous unsecured loans over the years which have been handled in an excellent manner. We would entertain any loan request the company or owners would have of the bank. PCS et al is also considered one of the major depositors of the bank. We continue to enjoy deposits from them in low eight figure.

In addition our experience has seen PCS to be forthright in any commitment or professional dealings they have had with other businesses or individuals. We would recommend their credibility and honest dealings in any venture they would choose to undertake.

If I can be of any further assistance please do not hesitate to call me at 310-793-1779.

Sincerely,


Paul R. Verdon

Senior Vice President
Regional Manager Santa Monica



Douglas County
DEPARTMENT OF CORRECTIONS

710 SOUTH 17TH STREET
OMAHA, NEBRASKA 68102
PHONE: (402) 444-7400
FAX: (402) 444-6088

July 2, 2008

Paul Jennings
CEO
Public Communications Services
11859 Wilshire Blvd, Suite 600
Los Angeles, CA 90025

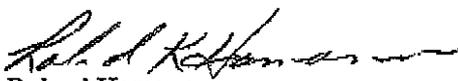
Dear Paul,

I would like to take this opportunity to commend your staff for the services provided to the Douglas County Department of Corrections. Public Communications Services (PCS) has been providing inmate telephone services for our department since December of 2002. PCS's professional staff has been able to coordinate the inmates' callings needs at our multiple facilities without any major disruption from the inception of equipment installation.

PCS has also been very accommodating to the different needs and requests that we've made over the last few years. It is important to have a vendor that not only meets the requirements of the original RFP, but also remains flexible in the future needs of its clients. PCS has been extremely easy to work with and accommodating to all of our needs.

I highly recommend that other Correctional Facilities take a meaningful look at the services proposed by PCS and their track record with other facilities. Please feel free to allow other facilities to contact me with any questions regarding PCS's services to the Douglas County Department of Corrections. My direct line is (402) 599-2267 and my email address is: rhamann@dccorr.com.

Sincerely,


Roland Hamann
Administrative Services Manager

Matt Blunt
Governor



Daniel S. Ross
Chief Information Officer

Michael N. Keathley
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Information Technology Services Division
301 W High St., 280 Truman Building
Post Office Box 809
Jefferson City, MO 65102
www.oa.mo.gov/itsd

(573) 751-3290
FAX (573) 526-0132

January 14, 2008

RE: Public Communications Services (PCS)

The Missouri Department of Corrections awarded a contract for offender phone services to PCS in June of 2006. This contract provides offender calling services, collect, debit and prepay, for 30,000 offenders in 21 correctional centers throughout the State of Missouri. This contract provides recording and monitoring of all offender calls.

PCS has provided excellent services to the Missouri Department of Corrections. The initial installation and transition was smooth and thorough. The PCS group continues to provide excellent service to our sites. The PCS group has repeatedly responded to our increasing call volumes with facility upgrades. Their support staff works well within our institutions consistently assuring any issues are addressed in a prompt professional manner.

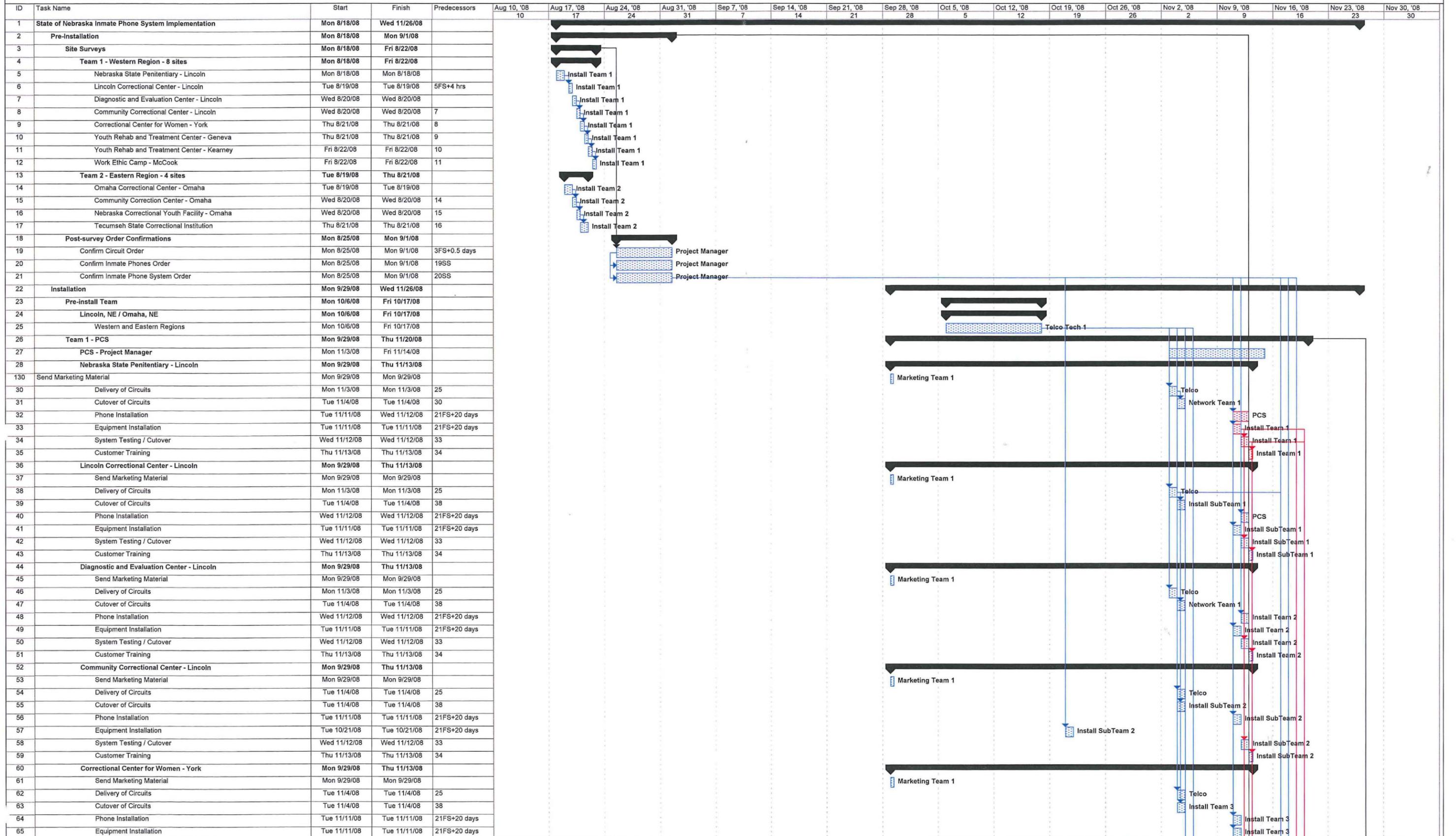
If I can provide additional information about the Missouri Department of Corrections working relationship with PCS, please let me know.

Sincerely

A handwritten signature in cursive script that reads "Theresa Roedel".

Theresa Roedel
Telecommunications
Missouri Office of Administration
Information Technology Services Division
Department of Corrections
573-522-2783
Theresa.roedel@doc.mo.gov
2728 Plaza Drive
Jefferson City, MO 65109

State of Nebraska

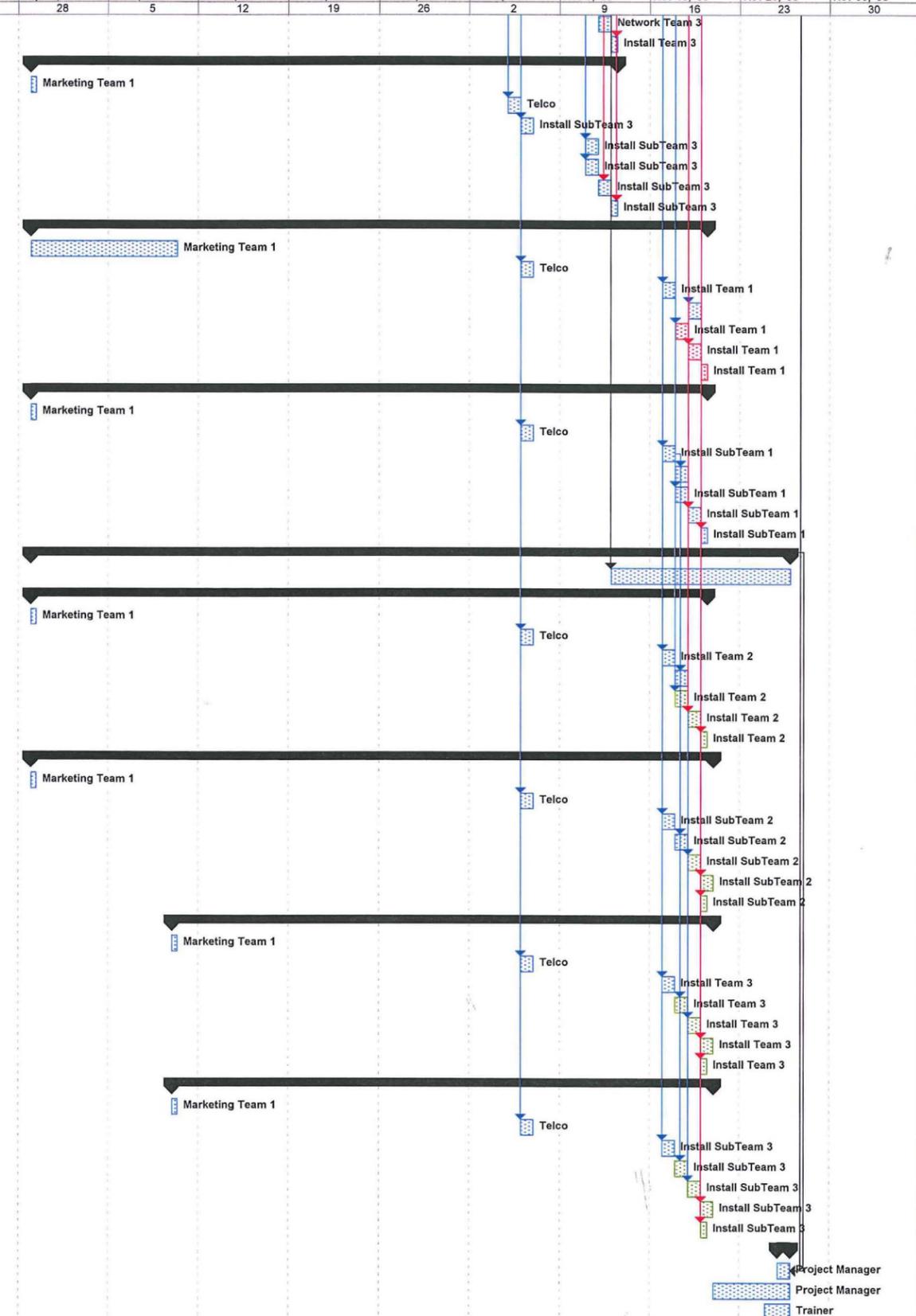


Project: State of Nebraska
 Date: Thu 7/3/08

Task Split Progress Milestone Summary Project Summary External Tasks External MileTask Split

State of Nebraska

ID	Task Name	Start	Finish	Predecessors	Aug 10, '08	Aug 17, '08	Aug 24, '08	Aug 31, '08	Sep 7, '08	Sep 14, '08	Sep 21, '08	Sep 28, '08	Oct 5, '08	Oct 12, '08	Oct 19, '08	Oct 26, '08	Nov 2, '08	Nov 9, '08	Nov 16, '08	Nov 23, '08	Nov 30, '08	
66	System Testing / Cutover	Wed 11/12/08	Wed 11/12/08	33																		
67	Customer Training	Thu 11/13/08	Thu 11/13/08	34																		
68	Youth Rehab and Treatment Center - Geneva	Mon 9/29/08	Thu 11/13/08																			
69	Send Marketing Material	Mon 9/29/08	Mon 9/29/08																			
70	Delivery of Circuits	Wed 11/5/08	Wed 11/5/08	25																		
71	Cutover of Circuits	Thu 11/6/08	Thu 11/6/08	38																		
72	Phone Installation	Tue 11/11/08	Tue 11/11/08	21FS+20 days																		
73	Equipment Installation	Tue 11/11/08	Tue 11/11/08	21FS+20 days																		
74	System Testing / Cutover	Wed 11/12/08	Wed 11/12/08	33																		
75	Customer Training	Thu 11/13/08	Thu 11/13/08	34																		
76	Youth Rehab and Treatment Center - Kearney	Mon 9/29/08	Thu 11/20/08																			
77	Send Marketing Material	Mon 9/29/08	Fri 10/10/08																			
78	Delivery of Circuits	Thu 11/6/08	Thu 11/6/08	25																		
79	Cutover of Circuits	Mon 11/17/08	Mon 11/17/08	38																		
80	Phone Installation	Wed 11/19/08	Wed 11/19/08	21FS+20 days																		
81	Equipment Installation	Tue 11/18/08	Tue 11/18/08	21FS+20 days																		
82	System Testing / Cutover	Wed 11/19/08	Wed 11/19/08	33																		
83	Customer Training	Thu 11/20/08	Thu 11/20/08																			
84	Work Ethic Camp - McCook	Mon 9/29/08	Thu 11/20/08																			
85	Send Marketing Material	Mon 9/29/08	Mon 9/29/08																			
86	Delivery of Circuits	Thu 11/6/08	Thu 11/6/08	25																		
87	Cutover of Circuits	Mon 11/17/08	Mon 11/17/08	21FS+20 days																		
88	Phone Installation	Tue 11/18/08	Tue 11/18/08	87																		
89	Equipment Installation	Tue 11/18/08	Tue 11/18/08	21FS+20 days																		
90	System Testing / Cutover	Wed 11/19/08	Wed 11/19/08	33																		
91	Customer Training	Thu 11/20/08	Thu 11/20/08	34																		
92	Team 2 - PCS	Mon 9/29/08	Wed 11/26/08																			
93	PCS - Project Manager	Thu 11/13/08	Wed 11/26/08	2																		
94	Omaha Correctional Center - Omaha	Mon 9/29/08	Thu 11/20/08																			
95	Send Marketing Material	Mon 9/29/08	Mon 9/29/08																			
96	Delivery of Circuits	Thu 11/6/08	Thu 11/6/08	25																		
97	Cutover of Circuits	Mon 11/17/08	Mon 11/17/08	21FS+20 days																		
98	Phone Installation	Tue 11/18/08	Tue 11/18/08	87																		
99	Equipment Installation	Tue 11/18/08	Tue 11/18/08	21FS+20 days																		
100	System Testing / Cutover	Wed 11/19/08	Wed 11/19/08	33																		
101	Customer Training	Thu 11/20/08	Thu 11/20/08	34																		
102	Nebraska Correctional Youth Facility - Omaha	Mon 9/29/08	Thu 11/20/08																			
103	Send Marketing Material	Mon 9/29/08	Mon 9/29/08																			
104	Delivery of Circuits	Thu 11/6/08	Thu 11/6/08	25																		
105	Cutover of Circuits	Mon 11/17/08	Mon 11/17/08	21FS+20 days																		
106	Phone Installation	Tue 11/18/08	Tue 11/18/08	87																		
107	Equipment Installation	Wed 11/19/08	Wed 11/19/08	21FS+20 days																		
108	System Testing / Cutover	Thu 11/20/08	Thu 11/20/08	33																		
109	Customer Training	Thu 11/20/08	Thu 11/20/08	34																		
110	Tecumseh State Correctional Institution	Fri 10/10/08	Thu 11/20/08																			
111	Send Marketing Material	Fri 10/10/08	Fri 10/10/08																			
112	Delivery of Circuits	Thu 11/6/08	Thu 11/6/08	25																		
113	Cutover of Circuits	Mon 11/17/08	Mon 11/17/08	21FS+20 days																		
114	Phone Installation	Tue 11/18/08	Tue 11/18/08	87																		
115	Equipment Installation	Wed 11/19/08	Wed 11/19/08	21FS+20 days																		
116	System Testing / Cutover	Thu 11/20/08	Thu 11/20/08	33																		
117	Customer Training	Thu 11/20/08	Thu 11/20/08	34																		
118	Community Correction Center - Omaha	Fri 10/10/08	Thu 11/20/08																			
119	Send Marketing Material	Fri 10/10/08	Fri 10/10/08																			
120	Delivery of Circuits	Thu 11/6/08	Thu 11/6/08	25																		
121	Cutover of Circuits	Mon 11/17/08	Mon 11/17/08	21FS+20 days																		
122	Phone Installation	Tue 11/18/08	Tue 11/18/08	87																		
123	Equipment Installation	Wed 11/19/08	Wed 11/19/08	21FS+20 days																		
124	System Testing / Cutover	Thu 11/20/08	Thu 11/20/08	33																		
125	Customer Training	Thu 11/20/08	Thu 11/20/08	34																		
126	Post-Installation	Wed 11/26/08	Wed 11/26/08																			
127	Customer sign-off and acceptance	Wed 11/26/08	Wed 11/26/08	26FF,92FF																		
128	System Monitoring	Fri 11/21/08	Wed 11/26/08																			
129	Customer Training - Refresher	Tue 11/25/08	Wed 11/26/08																			



LEC & CLEC names and Operating Company Numbers

8211 NEXICOM TELECOMM	057 Telus
8204 BROOKE TELECOM CO OP	057 Telus
8203 QUADRO COMMUNICATION	057 Telus
8094 Thunder Bay Tel	057 Telus
8092 NORTHWESTEL INC	057 Telus
8091 SASKATCHEWAN TEL COM	057 Telus
8090 NEW BRUNSWICK TEL	057 Telus
8089 MARITIME TEL LTD	057 Telus
8088 MANITOBA TEL SYS	057 Telus
8087 ISLAND TEL CO LTD	057 Telus
8086 TELUS COMM /BC TEL	057 Telus
8085 NEWTEL CO	057 Telus
8084 TELUS COMMUN /ALBERTA GOV TEL	057 Telus
8083 TELUS COMMUN /QUEBEC TELEPHONE	057 Telus
8081 EDMONTON TEL CO	057 Telus
8051 BELL ONTARIO	057 Telus
8050 BELL QUEBEC	057 Telus
4878 EASTLINK LIMITED	057 Telus
2782 TELUS INTEGRATED COM	057 Telus
2243 TELUS COMM QUEBEC - Alize	057 Telus
0328 VERIZON FLORIDA INC/GTE	100 GTE Florida
4335 VERIZON SOUTH-SC/GTE	110 GTE South
4334 VERIZON SOUTH-NC/GTE	110 GTE South
4331 VERIZON SOUTH-AL/GTE	110 GTE South
1000 VERIZON SOUTH-IL/GTE	110 GTE South
0831 VERIZON NORTH-IN/GTE	110 GTE South
0681 VERIZON NORTH-MI/GTE	110 GTE South
0526 VERIZON SOUTH-SC/GTE	110 GTE South
0509 VERIZON SOUTH-NC/GTE	110 GTE South
0479 VERIZON SOUTH INC/GTE	110 GTE South
0410 VERIZON SOUTH-KY/GTE	110 GTE South
0407 GTE South	110 GTE South
0281 CONTEL SO DBA GTE SO	110 GTE South
2344 VERIZON W COAST-CA	120 GTE West
2319 VERIZON CALIFORNIA/GTE	120 GTE West
4423 GTE NORTHWEST - WA	130 GTE Northwest
4421 CONTEL OF NEVADA-NV	130 GTE Northwest
4420 CONTEL OF CA INC -CA	130 GTE Northwest
4419 CONTEL OF CA INC -AZ	130 GTE Northwest
4324 VERIZON NW-WA/GTE	130 GTE Northwest
4323 VERIZON NW-OR/GTE	130 GTE Northwest
4321 VERIZON NW-ID/GTE	130 GTE Northwest
2449 CONTEL NW DBA GTE NW	130 GTE Northwest
2416 VERIZON NORTHWEST/GTE	130 GTE Northwest
2302 CONTEL CA DBA GTE CA	130 GTE Northwest
4344 VERIZON SW INC.-TX/GTE	140 GTE Southwest
4343 GTE SOUTHWEST - OK	140 GTE Southwest
4342 GTE SOUTHWEST - NM	140 GTE Southwest
4341 GTE SOUTHWEST - AR	140 GTE Southwest
2177 CONTEL DBA GTE WEST	140 GTE Southwest
2154 VERIZON SW INC.-TX/GTE	140 GTE Southwest

LEC & CLEC names and Operating Company Numbers

2080 VERIZON SW INC/GTE	140 GTE Southwest
1922 VERIZON MW INC.-MO/GTE	140 GTE Southwest
1846 VERIZON MW INC.-MO/GTE	140 GTE Southwest
1790 GTE OF AR	140 GTE Southwest
1730 CONTEL AR DBA GTE AR	140 GTE Southwest
1700 CONTEL OF KS INC -AR	140 GTE Southwest
1207 CONTEL IA DBA GTE IA	140 GTE Southwest
1140 CONTEL MN DBA GTE MN	140 GTE Southwest
1135 CONTEL KS DBA GTE IA	140 GTE Southwest
4314 GTE NORTH INC - NE	150 GTE North
4313 GTE NORTH INC - MO	150 GTE North
4312 GTE NORTH INC - MN	150 GTE North
4311 GTE NORTH INC - IA	150 GTE North
1883 KANSAS STATE TEL CO	150 GTE North
1186 VERIZON NORTH INC/GTE	150 GTE North
1036 VERIZON NORTH-IL/GTE	150 GTE North
1015 VERIZON NORTH-IL/GTE	150 GTE North
0886 VERIZON NORTH-WI/GTE	150 GTE North
0779 VERIZON NORTH-IN/GTE	150 GTE North
0772 VERIZON NORTH-IN/GTE	150 GTE North
0695 VERIZON NORTH-MI/GTE	150 GTE North
0615 VERIZON NORTH-OH/GTE	150 GTE North
0341 SPRINT UNITED TEL FL	200 United Florida
0340 CENTRAL TEL CO FL	200 United Florida
0567 UNITED INTER-MTN TEL	211 Sprint Mid-Atlantic
0506 UNITED TEL CO CAROL	211 Sprint Mid-Atlantic
0471 CENTRAL TEL CO OF NC	211 Sprint Mid-Atlantic
0470 SPRINT MID ATLANTIC	211 Sprint Mid-Atlantic
0254 CENTRAL TEL OF VA	211 Sprint Mid-Atlantic
2400 UNITED TEL CO OF NW	260 United Midwest
2348 CENTRAL TEL CO NV	260 United Midwest
2114 CENTRAL TEL CO TX	260 United Midwest
2084 UNITED TEL CO OF TX	260 United Midwest
1957 UNITED TEL CO OF MO	260 United Midwest
1842 UNITED TELCO OF KS	260 United Midwest
1810 UNITED TEL CO OF KS	260 United Midwest
1595 UNITED TELCO WEST	260 United Midwest
1456 UNITED TEL CO OF MN	260 United Midwest
1317 UNITED TEL CO OF IA	260 United Midwest
0832 UNITED TEL CO OF IN	280 Sprint United
0661 UNITED TELCO OF OHIO	280 Sprint United
0209 UNITED TEL CO OF PA	280 Sprint United
0138 UNITED TEL CO OF NJ	280 Sprint United
9691 KY ALLTEL LONDON	300 Alltel
9690 KY ALLTEL LEXINGTON	300 Alltel
4425 GA ALLTEL TELECOM	300 Alltel
4332 ALLTEL GA COMM CORP	300 Alltel
2304 CP NATIONAL TELCO	300 Alltel
2153 TEXAS ALLTEL INC	300 Alltel
2147 SUGAR LAND TEL CO	300 Alltel
2011 OKLAHOMA ALLTEL INC	300 Alltel
1965 ALLTEL OKLAHOMA INC	300 Alltel
1904 ALLTEL MISSOURI	300 Alltel

LEC & CLEC names and Operating Company Numbers

1885 ALLTEL MISSOURI INC	300 Alltel
1873 ALLTEL MISSOURI	300 Alltel
1691 ALLTEL ARKANSAS INC	300 Alltel
1568 ALLTEL COMMUNICATIONS CO.	300 Alltel
0666 WESTERN RESERVE TEL	300 Alltel
0665 ALLTEL OH INC WO	300 Alltel
0517 ALLTEL SO CAROLINA	300 Alltel
0499 SANDHILL TEL CO	300 Alltel
0476 ALLTEL CAROLINA INC	300 Alltel
0453 ALLTEL MISSISSIPPI	300 Alltel
0402 ALLTEL KENTUCKY INC	300 Alltel
0395 ACCUCOMM TELECOMM	300 Alltel
0386 STANDARD TEL CO	300 Alltel
0364 GEORGIA TEL CORP	300 Alltel
0357 ALLTEL GA INC	300 Alltel
0336 ALLTEL FLORIDA INC	300 Alltel
0302 ALLTEL ALABAMA	300 Alltel
0176 ALLTEL PENNA INC	300 Alltel
0157 TUOLUMNE ALLTEL PA	300 Alltel
0113 ALLTEL NY INC RED JK	300 Alltel
0109 ALLTEL NY INC JAMEST	300 Alltel
0106 ALLTEL NY INC FLTN	300 Alltel
995A NEVADA TEL - NV	600 Solix
9789 CENTURYTEL AL (NO)	600 Solix
9788 CENTURYTEL AL (SO)	600 Solix
9787 CENTURYTEL MO (SW)	600 Solix
9786 CENTURYTEL MO (SO)	600 Solix
9785 CENTURYTEL MO B-H	600 Solix
9784 CENTURYTEL OF MO	600 Solix
9472 BIDDEFORD INTERNT ME	600 Solix
9262 UTILITY TEL. INC CA	600 Solix
916A MAHASKA COMMS GRP IA	600 Solix
8953 MARK TWAIN COMM CO	600 Solix
8839 ADVANCED TEL - LA	600 Solix
8762 C-I COMMUNICATIONS	600 Solix
8614 BAYLAND COMM INC.	600 Solix
8606 OTTER TAIL TELCOM	600 Solix
8332 GLOBE TELECOMM INC	600 Solix
8278 LOST NAT-ELWOOD TEL	600 Solix
8140 RANGE TEL COOP MT	600 Solix
7991 SADDLEBACK COMM CO	600 Solix
7936 DIGICOM INC.	600 Solix
7849 NTELOS NETWORK-VA	600 Solix
7804 TDS METROCOM INC.WI	600 Solix
7774 ADVANCED TEL INC.	600 Solix
7757 ATX TELECOMM CLEC	600 Solix
7720 RAINIER CABLE, INC.	600 Solix
7513 COMMONWEALTH TEL - P	600 Solix
7484 CORECOMM LIMITED IL	600 Solix
739D REASNOR TELCO, LLC	600 Solix
7185 R & B NETWORK INC	600 Solix
7061 ATX TELECOMM RSLR	600 Solix
7049 UNITED COMMUNICATIONS, INC.	600 Solix

LEC & CLEC names and Operating Company Numbers

7021 FIBERCOM, L.C.	600 Solix
657C T C TEL LLC - CA	600 Solix
6151 BTC, INC.	600 Solix
6080 COMPETITIVE COMMS CA	600 Solix
4930 LOUISIANA COMPET TEL	600 Solix
4852 CORECOMM LIMITED OH	600 Solix
469A TIER 3 COMMS - FL	600 Solix
4650 LOUISA COMMUNICATION	600 Solix
4607 ESSEX TELCOM, INC.	600 Solix
445E FIVE D'S COMMS	600 Solix
444E FIVE D'S COMMS - KY	600 Solix
4438 CENTURY TEL GEM State	600 Solix
4437 CENTURY TEL Gem State Idaho	600 Solix
4366 NEX-TECH, INC.	600 Solix
4365 NEX-TECH, INC.	600 Solix
4300 RED RIV RURL TEL MN	600 Solix
4189 COON CREEK TELECOMM	600 Solix
4156 TEKSTAR COMM INC.	600 Solix
4140 WARWICK VLY TEL - NY	600 Solix
4138 LOUISIANA COMPETITVE	600 Solix
4085 FLORIDA DIGITAL NTWK	600 Solix
4054 CONVERSENT COMM - RI	600 Solix
4053 CONVERSENT COMM - NH	600 Solix
4052 CONVERSENT COMM - MA	600 Solix
4051 CONVERSENT COMM LLC	600 Solix
4048 MAINSTREET COMM	600 Solix
3914 WIREGRASS TELCOM -AL	600 Solix
3849 RICHMOND CONNECTIONS	600 Solix
3809 AERO COMMUNICATIONS	600 Solix
3808 AERO COMM INC - IL	600 Solix
3786 AERO COMM INC - KY	600 Solix
3754 CONVERSENT COMM - ME	600 Solix
3724 CONVERSENT COMM - NY	600 Solix
3723 CONVERSENT COMM	600 Solix
3722 CONVERSENT COMM - CT	600 Solix
3620 OMNITEL COMM - IA	600 Solix
3497 1STEL, INC. - TX	600 Solix
3351 COMPETITIVE COMM	600 Solix
3321 HOLLIS TELEPHONE CO	600 Solix
3320 CONTOOCCOOK VALLEY TELEPHONE CO	600 Solix
3301 SOUTHEAST MS TEL CO	600 Solix
3289 CONVERSENT COMM NY	600 Solix
3227 CONVERSENT COMM ME	600 Solix
3201 PUERTO RICO TEL CO	600 Solix
3149 OPENBAND OF VIRGINIA	600 Solix
3100 HAWAIIAN TEL	600 Solix
3032 BEAR LAKE COMM INC	600 Solix
3030 TEL UT OF NORTHLAND	600 Solix
3029 NEWCASTLE TEL CO	600 Solix
3022 TEL UTIL OF ALASKA	600 Solix
3008 ACS OF FAIRBANKS	600 Solix
3000 ACS OF ANCHORAGE	600 Solix

LEC & CLEC names and Operating Company Numbers

2976 CORECOMM LIMITED PA	600 Solix
2975 IN UNEP	600 Solix
2804 RICHMOND CONNECTIONS	600 Solix
2765 NTELOS NETWORK-WV	600 Solix
2431 MASHELL TELECOM INC	600 Solix
2430 MCDANIEL TEL CO INC	600 Solix
242A UNITED COMMUNICATIONS, INC. D.	600 Solix
2427 LEWIS RIVER TEL CO	600 Solix
2422 CENTURYTEL INTER ISLAND, INC	600 Solix
241A UNITED COMMUNICATIONS, D.B.A.	600 Solix
2419 HOOD CANAL TEL CO	600 Solix
2410 CENTURYTEL COWICHE	600 Solix
2408 CENTURYTEL OF WA	600 Solix
2404 ASOTIN TEL CO	600 Solix
2395 CENTURYTEL OF OREGON	600 Solix
2378 TRANS-CASCADES TELCO	600 Solix
2377 HOME TEL CO - OR	600 Solix
2371 CASCADE UTILITIES I	600 Solix
2369 EAGLE TEL SYS INC	600 Solix
2360 CENTURYTEL OF EASTERN OREGON	600 Solix
2356 RIO VIRGIN TEL CO	600 Solix
234B ADVANCED TEL. - MS	600 Solix
2334 ROSEVILLE TEL CO	600 Solix
2323 WINTERHAVEN TEL CO	600 Solix
2322 HORNITOS TEL CO	600 Solix
2321 HAPPY VALLEY TEL CO	600 Solix
2320 TDS METROCOM-IL	600 Solix
2299 CENTURYTEL OF WY	600 Solix
2289 CHUGWATER TEL CO	600 Solix
2283 SKYLINE TELECOM	600 Solix
2282 MANTI TEL CO	600 Solix
2277 CENTRAL UTAH TEL INC	600 Solix
2274 CENTURY TEL SW - NM	600 Solix
2268 WEST NM TEL CO INC	600 Solix
2251 RANGE TEL COOP INC	600 Solix
2249 CENTURYTEL OF MONTANA, INC	600 Solix
223A UNICOM -	600 Solix
2230 POTLATCH TEL CO	600 Solix
2227 MUDLAKE TEL COOP	600 Solix
2225 CENTURYTEL OF ID	600 Solix
2220 FILER MUTUAL TEL CO	600 Solix
2217 ATX TELECOMM SVCS-MD	600 Solix
2210 WILLARD TEL CO	600 Solix
2208 CENTURYTEL OF CO	600 Solix
2207 STRASBURG TEL CO	600 Solix
2202 ROGGEN TEL COOP CO	600 Solix
2200 FORT MOJAVE TELECOMM	600 Solix
2196 PEETZ COOP TEL CO	600 Solix
2185 CENTURYTEL OF EAGLE	600 Solix
2184 DELTA CNTY TELE-COMM	600 Solix

LEC & CLEC names and Operating Company Numbers

2182 BLANCA TEL CO	600 Solix
2178 AGATE TEL CO	600 Solix
2174 SOUTHWESTERN TEL CO	600 Solix
2171 ARIZONA TEL CO	600 Solix
2140 CENTURYTEL SANMARCOS	600 Solix
2117 CENTURY TEL PORT ARA	600 Solix
2104 LAKE LIVINGSTON TEL	600 Solix
2101 CENTURYTEL LK DALLAS	600 Solix
2093 INDUSTRY TEL CO	600 Solix
2071 FIVE AREA TEL CO-OP	600 Solix
2043 NO TEXAS TEL COMPANY	600 Solix
2041 BRAZOS TEL COOP INC	600 Solix
2038 BLOSSOM TEL CO	600 Solix
2034 WYANDOTTE TEL CO	600 Solix
2018 PIONEER TEL COOP INC	600 Solix
2017 PINE TELEPHONE CO	600 Solix
2014 OKLA WESTERN TEL	600 Solix
2013 OKLAHOMA TEL&TEL	600 Solix
2010 MID-AMERICA TEL INC	600 Solix
1984 OKLAHOMA COMM SYS	600 Solix
1982 CIMARRON TEL CO	600 Solix
1976 CARNEGIE TEL CO	600 Solix
1974 CANADIAN VALLEY TEL	600 Solix
1968 BEGGS TELEPHONE CO	600 Solix
1966 ATLAS TELEPHONE CO	600 Solix
1961 ATX TELECOMM SVCS-DC	600 Solix
1960 ATX TELECOMM SVCS-VA	600 Solix
1959 ATX TELECOMM SVCS-NJ	600 Solix
1958 ATX TELECOMM SVCS	600 Solix
1951 STOUTLAND TEL CO	600 Solix
1949 STEELVILLE TEL EXCH	600 Solix
1945 SENECA TEL CO	600 Solix
1936 PEACE VALLEY TEL CO	600 Solix
1935 OREGON FARM MUTUAL	600 Solix
1934 ORCHARD FARM TEL CO	600 Solix
1928 NEW LONDON TEL CO	600 Solix
1927 NEW FLORENCE TEL CO	600 Solix
1917 MID-MISSOURI TEL CO	600 Solix
1908 LE-RU TELEPHONE CO	600 Solix
1886 GOODMAN TEL CO	600 Solix
1866 OZARK TELEPHONE CO	600 Solix
1860 ALMA TELEPHONE CO	600 Solix
1840 TWIN VALLEY TEL INC	600 Solix
1827 S & T TEL COOP ASSN	600 Solix
1826 RURAL TEL SERV CO	600 Solix
1814 PEOPLES MUTUAL TELCO	600 Solix
1809 MUTUAL TEL CO	600 Solix
1791 LA HARPE TEL CO INC	600 Solix
1782 HOME TEL CO - KS	600 Solix
1778 GORHAM TEL CO INC	600 Solix
1762 CP-TEL NTWK SVCS LA	600 Solix
1761 CUNNINGHAM TEL CO	600 Solix
1758 COUNCIL GROVE TEL CO	600 Solix

LEC & CLEC names and Operating Company Numbers

1756 COLUMBUS TEL CO	600 Solix
1727 CENTURYTEL OF SO AK	600 Solix
1720 CENTURYTEL OF REDFLD	600 Solix
1711 CENTURYTEL MTN HOME	600 Solix
1706 CENTURYTEL OF AR	600 Solix
1699 DECATUR TEL CO	600 Solix
1698 CLEVELAND CO TEL CO	600 Solix
1689 W RIVER COOPERATIVE	600 Solix
1686 VIVIAN TELEPHONE CO	600 Solix
1677 SIOUX VALLEY TEL CO	600 Solix
1674 ROBERTS CNTY TEL COP	600 Solix
1667 KADOKA TELEPHONE CO	600 Solix
1662 RC COMMUNICATIONS	600 Solix
1659 GOLDEN WEST TEL COOP	600 Solix
1649 BERESFORD MUNCPL TEL	600 Solix
1647 CHEYENNE RIVER SIOX	600 Solix
1631 RED RIV RURL TEL ND	600 Solix
1622 MOORE & LIBERTY TEL	600 Solix
1615 GRIGGS COUNTY TEL CO	600 Solix
1601 ABSARAKA COOP TEL CO	600 Solix
1590 SODTOWN TELEPHONE CO	600 Solix
1582 PLAINVIEW TEL CO INC	600 Solix
1561 HERSHEY COOP TEL CO	600 Solix
1559 HENDERSON TEL CO	600 Solix
1558 HEMINGFORD COOP TEL	600 Solix
1536 CURTIS TELEPHONE CO	600 Solix
1534 COZAD TELEPHONE CO	600 Solix
1526 CAMBRIDGE TELCO	600 Solix
1525 THREE RIVER TELCO	600 Solix
1515 ZUMBROTA TEL CO	600 Solix
1512 WOLVERTON TEL MN	600 Solix
1510 WOODSTOCK TEL CO	600 Solix
1509 WOLVERTON TEL ND	600 Solix
1507 WINSTED TEL CO	600 Solix
1505 WIKSTROM TEL CO INC	600 Solix
1502 WESTERN TEL CO	600 Solix
1501 WEST CENTRAL TEL	600 Solix
1499 CROSSLAKE TEL CO	600 Solix
1495 VALLEY TEL CO	600 Solix
148B CONVERSENT COMM. VT	600 Solix
1487 STARBUCK TEL CO	600 Solix
147B CONVERSENT COMMS PA	600 Solix
1479 SCOTT RICE TEL CO	600 Solix
1476 SACRED HEART TEL CO	600 Solix
1474 ROTHSAY TEL CO	600 Solix
1454 PINE ISLAND TEL CO	600 Solix
1450 PARK REGION MUT TEL	600 Solix
1445 CENTURYTEL OF MN	600 Solix
1443 LORETEL SYSTEMS INC	600 Solix
1442 NEW ULM RURAL TEL	600 Solix
1440 CANNON VLY TELCOM IN	600 Solix
1433 MID-STATE TEL CO	600 Solix
1430 MELROSE TEL CO	600 Solix

LEC & CLEC names and Operating Company Numbers

1427 HICKORY TECH	600 Solix
1422 LONSDALE TEL CO INC	600 Solix
1419 LISMORE COOP TEL CO	600 Solix
1414 LAKEDALE TEL CO	600 Solix
1413 K M P TEL CO	600 Solix
1404 HARMONY TEL CO	600 Solix
1401 HALSTAD TEL CO	600 Solix
1399 GRANADA TEL CO	600 Solix
1391 FELTON TEL EXCH INC	600 Solix
1389 FARMERS MUT TELCO MN	600 Solix
1387 EMILY COOP TEL CO	600 Solix
1383 EAGLE VALLEY TEL CO	600 Solix
1381 DUNNELL TELE CO	600 Solix
1380 DELAVAN TEL CO	600 Solix
1375 HICKORY TECH	600 Solix
1374 ARROWHEAD COMM CORP	600 Solix
1370 CLARA CITY TEL EXCH	600 Solix
1362 BRIDGE WATER TEL CO	600 Solix
1357 BLACKDUCK TEL CO	600 Solix
1350 ARVIG TEL CO	600 Solix
1347 ALBANY MUT TEL ASSN	600 Solix
1344 PRAIRIE TEL CO INC	600 Solix
1343 WYOMING MUT TEL CO	600 Solix
1342 WOOLSTOCK MUT TEL	600 Solix
1336 WILTON TELEPHONE CO	600 Solix
1335 WESTSIDE INDP TEL CO	600 Solix
1328 WEBS-CALH COOP TEL A	600 Solix
1324 VILLISCA FARMERS TEL	600 Solix
1322 VENTURA TEL CO INC	600 Solix
1320 VAN HORNE COOP TEL	600 Solix
1310 TITONKA TELEPHONE CO	600 Solix
1308 TEMPLETON TEL CO	600 Solix
1306 SULLY TEL ASSOC	600 Solix
1303 COOPERATIVE TEL EXCH	600 Solix
1302 SPRINGVILLE COOP TEL	600 Solix
1301 SOUTHWEST TEL EXCH	600 Solix
1298 S SLOPE COOP TEL INC	600 Solix
1293 SHARON TEL CO	600 Solix
1292 SEARSBORO TEL CO INC	600 Solix
1291 SCHALLER TEL CO	600 Solix
1285 SAC COUNTY MUT TEL	600 Solix
1282 ROCKWELL COOP TEL	600 Solix
1280 RINGSTED TEL CO	600 Solix
1278 READLYN TEL CO	600 Solix
1276 PRESTON TEL CO - IA	600 Solix
1275 PRAIRIEBURG TEL CO	600 Solix
1274 POSTVILLE DBA PTI CM	600 Solix
1273 PEOPLES TELEPHONE CO	600 Solix
1271 PANORA COOP TEL ASSN	600 Solix
1269 PALO COOP TEL ASSN	600 Solix
1266 ORAN MUTUAL TEL CO	600 Solix
1265 ONSLOW COOP TEL ASSN	600 Solix
1264 OLIN TEL CO INC	600 Solix

LEC & CLEC names and Operating Company Numbers

1262 COMMUNICATIONS 1 NETWORK, INC.	600 Solix
1261 NORTHWEST TEL COOP A	600 Solix
1243 MILLER TEL CO	600 Solix
1242 MILES COOP TEL ASSN	600 Solix
1241 MECHANICSVILLE TELCO	600 Solix
1239 MASSENA TEL CO	600 Solix
1238 MARTELLE COOP TEL A	600 Solix
1232 LYNNVILLE COMM TELCO	600 Solix
1231 MESCALERO APACHE NM	600 Solix
1229 LOST NATION-ELWD TEL	600 Solix
1228 LONE ROCK COOP TELCO	600 Solix
1225 LEHIGH VLY COP TEL A	600 Solix
1222 LA MOTTE TEL CO INC	600 Solix
1209 INTERSTATE 35 TEL CO	600 Solix
1203 HUBBARD COOP TEL A	600 Solix
1202 HOSPERS TEL EXCH INC	600 Solix
1199 HAWKEYE TEL CO	600 Solix
1193 WINDSTREAM TELECOMM NM #2	600 Solix
1191 GRAND MOUND COOP TEL	600 Solix
1181 WINDSTREAM TELECOMM LP#2	600 Solix
1179 FENTON COOP TEL CO	600 Solix
1177 FARMERS TEL CO	600 Solix
1176 FARMERS TEL CO - IA	600 Solix
1175 FARMERS TELEPHONE CO	600 Solix
1172 FARMERS MUTUAL TELC	600 Solix
1166 FARMERS & MERCH MUT	600 Solix
1165 WINDSTREAM TELECOMM - OK	600 Solix
1164 WINDSTREAM TELECOMM NM #1	600 Solix
1163 Windstream LP#1	600 Solix
1162 FARMERS COOP TEL CO	600 Solix
1159 CENTURYTEL OF CTL WI	600 Solix
1157 ELLSWORTH COOP TEL A	600 Solix
1156 E BUCHANAN TEL COOP	600 Solix
1155 TELEPHONE USA OF WI	600 Solix
1152 DUMONT TELEPHONE CO	600 Solix
1151 SPECTRA COMM GROUP	600 Solix
1150 DIXON TEL COMPANY	600 Solix
1146 CUMBERLAND TEL CO	600 Solix
1144 CENTURYTEL CNTL AR	600 Solix
1143 CENTURYTEL SILOAM SP	600 Solix
1142 CENTURYTEL NW AR RSV	600 Solix
1141 CORN BELT TEL CO	600 Solix
1137 COON VLY COOP TEL A	600 Solix
1136 COON CREEK TEL CO	600 Solix
1134 COLO TELEPHONE CO	600 Solix
1133 C-M-L TEL OF MER IA	600 Solix
1132 CLEAR LK IND TEL CO	600 Solix
1130 CLARENCE TEL CO INC	600 Solix
1129 CITIZENS MUT TEL CO	600 Solix
1126 CENTURYTEL CHESTER	600 Solix
1125 CENTRAL SCOTT TEL	600 Solix
1121 CENTER JCT TEL CO	600 Solix

LEC & CLEC names and Operating Company Numbers

1119 CASEY MUTUAL TEL CO	600 Solix
1112 BRED A TEL CORP	600 Solix
1110 BERNARD TEL CO INC	600 Solix
1109 HICKORY TECH	600 Solix
1108 BARNES CITY COOP TEL	600 Solix
1106 ALPINE COMM L.C.	600 Solix
1105 AYRSHIRE FMR MUT TEL	600 Solix
1099 UNIVERSAL COMM ALSN	600 Solix
1098 ARCADIA TEL COOP	600 Solix
1092 STELLE TEL CO	600 Solix
1091 WOODHULL COMTY TELCO	600 Solix
1087 VIOLA HOME TEL CO	600 Solix
1086 TONICA TEL CO	600 Solix
1079 FRONTIER SCHUYLER IL	600 Solix
1075 REYNOLDS TEL CO	600 Solix
1067 FRONTIER CM OF ORION	600 Solix
1066 ONEIDA TEL EXCHANGE	600 Solix
1061 FRONTIER CM MTPULSKI	600 Solix
1057 GALLATIN RIVER COMM	600 Solix
1048 MCNABB TEL CO	600 Solix
1045 LEAF RIV VLY TEL CO	600 Solix
1041 KINSMAN MUT TEL CO	600 Solix
1032 HOME TEL CO - IL	600 Solix
1017 GLASFORD TEL CO	600 Solix
0998 FRONTIER CM OF DEPUE	600 Solix
0993 CROSSVILLE TEL CO	600 Solix
0990 CLARKSVL MUT TEL CO	600 Solix
0974 WOOD COUNTY TEL CO	600 Solix
0970 CENTURYTEL-WAYSIDE	600 Solix
0968 WAUNAKEE TEL CO	600 Solix
0963 UTELCO INC	600 Solix
0962 UNION TEL CO - WI	600 Solix
0959 CENTRYTEL - THORP	600 Solix
0958 TENNEY TEL CO	600 Solix
0956 CENTURYTEL NO WI	600 Solix
0954 STOCKB & SHER TEL CO	600 Solix
0952 SOUTHEAST TEL CO WI	600 Solix
0950 CENTURYTEL OF NW WI	600 Solix
0945 SCANDINAVIA TEL CO	600 Solix
0944 FRONTIER CM ST CROIX	600 Solix
0943 RIVERSIDE TELECOM	600 Solix
0936 INDIANHEAD TEL CO	600 Solix
0934 CENTURYTEL PLATTEVL	600 Solix
0931 CENTURYTEL OF FAIRWATER- BRNDN	600 Solix
0930 GRANTLAND TELECOM	600 Solix
0925 BAYLAND TEL INC	600 Solix
0924 CENTURYTEL MW-WISCONSIN	600 Solix
0922 CENTURYTEL OF THE MW- WISCONSIN	600 Solix
0917 MOUNT VERNON TEL CO	600 Solix
0915 MOSINEE TEL CO	600 Solix
0914 EASTCOAST TELECOM	600 Solix

LEC & CLEC names and Operating Company Numbers

0913 CENTURYTEL MONROE CT	600 Solix
0909 MIDWAY TEL CO - WI	600 Solix
0898 CENTURYTEL READFLD	600 Solix
0895 CENTURYTEL OF WI	600 Solix
0893 US LEC COMM - LA	600 Solix
0884 CENTURYTEL FORESTVL	600 Solix
0881 MID-PLAINS TEL INC	600 Solix
0880 FARMERS TEL CO - WI	600 Solix
0877 CENTURYTEL FRWT BRDN	600 Solix
0875 DICKEYVILLE TEL CORP	600 Solix
0859 CENTRAL STATE TEL CO	600 Solix
0857 CENTURY TEL CASCO	600 Solix
0856 BURL BRI & WHE TEL	600 Solix
0851 BONDUJEL TEL CO	600 Solix
0849 BLACK EARTH TEL CO	600 Solix
0844 BADGER TELECOM INC	600 Solix
0841 CENTURYTEL OF MIDWST WISCONSIN	600 Solix
0839 YEOMAN TEL CO INC	600 Solix
0837 WEST POINT TEL CO	600 Solix
0830 TRI-COUNTY TEL CO	600 Solix
0829 TIPTON TEL CO INC	600 Solix
0828 FRONTIER CM THORNTWN	600 Solix
0827 SWEETSER RURAL TEL	600 Solix
0826 SWAYZEE TEL CO INC	600 Solix
0816 S&W TEL CO INC	600 Solix
0809 COMM CORP OF SO IN	600 Solix
0801 CENTURYTEL OF ODN	600 Solix
0792 MULBERRY COOP TEL	600 Solix
0788 MERCHNTS & FRMRS TEL	600 Solix
0782 IP COMM CORP - KS	600 Solix
0778 HOME TEL CO - IN	600 Solix
0777 HOME TEL - PITTSBORO	600 Solix
0776 COMM CORP OF IND	600 Solix
0775 HANCOCK TELECOM	600 Solix
0751 CITIZENS TEL CORP	600 Solix
0750 FRONTIER CM IN	600 Solix
0747 CENTURYTEL CNTL IN	600 Solix
0744 CAMDEN TEL CO INC	600 Solix
0742 BLOOMINGDALE HM TEL	600 Solix
0738 WOLVERINE TEL CO	600 Solix
0726 SHIAWASSEE TEL CO	600 Solix
0713 HIAWATHA TEL CO	600 Solix
0705 CENTURYTEL OF N MI	600 Solix
0702 CENTURYTEL OF MI	600 Solix
0689 CENTURYTEL UPPER MI	600 Solix
0685 CHATHAM TEL CO	600 Solix
0677 ISLAND TEL CO	600 Solix
0672 COMM CORP OF MI	600 Solix
0671 CENTURYTEL MIDWEST	600 Solix
0664 WASBASH MUTUAL TEL	600 Solix
0663 VAUGHNSVILLE TEL CO	600 Solix
0662 VANLUE TEL CO	600 Solix

LEC & CLEC names and Operating Company Numbers

0659 TEL SERVICE CO	600 Solix
0656 SHERWOOD MUTUAL TEL	600 Solix
0651 PATTERSONVILLE TEL	600 Solix
0650 THE OTTOVILLE MUTUAL TEL	600 Solix
0645 OAKWOOD MUTUAL TEL	600 Solix
0640 TSC COMM, INC. - OH	600 Solix
0639 NEW KNOXVILLE TEL CO	600 Solix
0634 MINFORD TEL CO INC	600 Solix
0630 CENTURYTEL OF OHIO	600 Solix
0625 KALIDA TEL CO INC	600 Solix
0619 GLANDORF TEL CO INC	600 Solix
0618 GERMANTOWN INDEP TEL	600 Solix
0614 FORT JENNINGS TEL CO	600 Solix
0613 LITTLE MIAMI COMM	600 Solix
0609 DOYLESTOWN TEL CO	600 Solix
0607 CONTINENTAL OHIO	600 Solix
0598 MCCLURE TEL CO	600 Solix
0590 BENTON RIDGE TEL CO	600 Solix
0588 AYERSVILLE TEL CO	600 Solix
0586 ARTHUR MUTUAL TEL CO	600 Solix
0585 ARCADIA TEL CO	600 Solix
0578 TELLICO TEL CO	600 Solix
0575 TENNESSEE TEL CO	600 Solix
0574 CENTURYTEL COLT-COL	600 Solix
0566 HUMPHREYS COUNTY TEL	600 Solix
0560 CONVERSENT COMM NJ	600 Solix
0559 CONCORD TEL EX INC	600 Solix
0558 CONVERSENT COMM - NJ	600 Solix
0557 CENTURYTEL OF CLAIBN	600 Solix
0552 CENTURYTEL OF ADMSVL	600 Solix
0551 WILLISTON TELE CO	600 Solix
0544 ST STEPHEN TEL CO	600 Solix
0542 ROCK HILL TEL CO	600 Solix
0541 RIDGEWAY TEL CO	600 Solix
0538 PIEDMONT RURAL TELCO	600 Solix
0535 NORWAY TEL CO INC	600 Solix
0533 MCCLELLANVL TEL CO	600 Solix
0532 LOCKHART TEL CO INC	600 Solix
0531 LANCASTER TEL CO	600 Solix
0521 FORT MILL TEL CO	600 Solix
0516 CHESTER TEL CO	600 Solix
0510 WILKES TEL MEMB CORP	600 Solix
0503 SURRY TEL MEMB CORP	600 Solix
0500 SERVICE TEL CO	600 Solix
0498 SALUDA MOUNTAIN TEL	600 Solix
0480 WEST PLAINS TELECOMM	600 Solix
0469 BARNARDSVILLE TEL CO	600 Solix
0467 SMITHVILLE TELCO	600 Solix
0466 SLEDGE TEL CO	600 Solix
0458 CENTURYTEL OF NO MS	600 Solix
0457 LAKESIDE TEL CO INC	600 Solix
0456 GEORGETOWN TEL CO	600 Solix
0451 DECATUR TEL CO INC	600 Solix

LEC & CLEC names and Operating Company Numbers

0449 MYRTLE TEL CO	600 Solix
0448 CALHOUN CITY TELCO	600 Solix
0442 CENTURYTEL OF SW LA	600 Solix
0441 STAR TELEPHONE CO	600 Solix
0440 CENTURYTEL EAST LA	600 Solix
0439 CENTURYTEL RINGGOLD	600 Solix
0436 CENTURY TEL OF N LA	600 Solix
0434 CENTURYTEL EVANGELN	600 Solix
0432 KAPLAN TEL CO	600 Solix
0431 CENTURYTEL NE LA	600 Solix
0428 DELCAMBRE TEL CO	600 Solix
0427 CENTURYTEL CHATHAM	600 Solix
0426 CAMPTI-PLEA HILL TEL	600 Solix
0424 CENTURYTEL SE LA	600 Solix
0423 CENTURYTEL CNTL LA	600 Solix
0421 WEST KY RL TEL CORP	600 Solix
0419 THACKER-GRIGSBY TEL	600 Solix
0417 SALEM TEL CO	600 Solix
0412 LEWISPORT TEL CO INC	600 Solix
0411 LESLIE COUNTY TEL CO	600 Solix
0406 FOOTHILLS RURAL TEL	600 Solix
0398 BRANDENBURG TEL CO	600 Solix
0381 PUBLIC SERVICE TEL	600 Solix
0375 NELSON BALL GROUND	600 Solix
0358 DARIEN TEL CO INC	600 Solix
0351 CAMDEN TEL & TEL CO	600 Solix
0346 BLUE RIDGE TEL CO	600 Solix
0338 QUINCY TEL CO	600 Solix
0332 BRAZOS TELECOM	600 Solix
0331 ITS TELECOM SYSTEMS INC.	600 Solix
0314 PEOPLES TELCO INC	600 Solix
0312 OTELCO TELEPHONE LLC	600 Solix
0311 OAKMAN TEL CO INC	600 Solix
0308 NEW HOPE TEL COOP	600 Solix
0307 MOUNDVILLE TEL CO	600 Solix
0300 HOPPER TELECOMM CO	600 Solix
0299 HAYNEVILLE TEL CO	600 Solix
0298 GULF TELEPHONE CO	600 Solix
0295 GRACEBA TOTAL COMM	600 Solix
0284 BUTLER TEL CO INC	600 Solix
0283 BRINDLEE MTN TEL CO	600 Solix
0282 BLOUNTSVILLE TEL CO	600 Solix
0253 VIRGINIA HOT SPRINGS TEL CO.	600 Solix
0249 ROANOKE & BOTETOURT	600 Solix
0237 HIGHLAND TEL COOP	600 Solix
0226 NTELOS TELEPHONE INC	600 Solix
0217 AMELIA TEL CORP	600 Solix
0210 VENUS TEL CORP	600 Solix
0206 SUGAR VALLEY TEL	600 Solix
0183 MAHANOY & MAHANTANGO	600 Solix
0161 COMMONWEALTH TEL ENT	600 Solix
0133 VERNON TEL CO INC	600 Solix
0131 TRUMANSBURG TEL	600 Solix

LEC & CLEC names and Operating Company Numbers

0129 TOWNSHIP TEL CO INC	600 Solix
0118 PORT BYRON TEL CO	600 Solix
0114 ORISKANY FALL TEL	600 Solix
0112 ONTARIO TEL CO	600 Solix
0099 HANCOCK TEL CO - NY	600 Solix
0095 FISHERS ISL TEL CO	600 Solix
0092 EDWARDS TEL CO INC	600 Solix
0089 DEPOSIT TEL CO INC	600 Solix
0069 WAITSFLD-FAYS TEL CO	600 Solix
0062 PERKINSVILLE SVC COR	600 Solix
0061 NORTHFIELD TEL CO	600 Solix
0058 LUDLOW TEL CO	600 Solix
0050 WILTON TEL CO	600 Solix
0047 MERRIMACK CNTY TELCO	600 Solix
0045 KEARSARGE TEL CO	600 Solix
0034 W PENOBSCOT TEL&TEL	600 Solix
0031 WARREN TEL CO	600 Solix
0024 SOMERSET TEL CO	600 Solix
0011 HRTL D & ST ALBNS TEL	600 Solix
0010 HAMPDEN TEL CO	600 Solix
0007 ISLAND TEL	600 Solix
0005 COBBOSSECONTEE TEL	600 Solix
3402 CITIZENS GOLDEN ST	650 Citizens - California
2342 CITIZENS TUOLUMNE	650 Citizens - California
2308 CITIZENS TELECOM CA	650 Citizens - California
4449 NAVAJO COMM CO- AZ	651 Citizens - Arizona
4426 CITIZENS COMM CO -AZ	651 Citizens - Arizona
2172 CITIZENS UTIL RURAL	651 Citizens - Arizona
4338 CITIZENS COMM CO WV	654 Citizens - West Virginia
4451 NAVAJO COMM CO- UT	656 Citizens
4450 NAVAJO COMM CO- NM	656 Citizens
4429 CITIZENS TELECOM UT	656 Citizens
4427 CITIZENS TELECOM ID	656 Citizens
4336 CITIZENS COMM CO TN	656 Citizens
4322 CITIZENS TELECOM MT	656 Citizens
3401 CITIZENS TELECOM OR	656 Citizens
2354 CITIZENS TELECOM NV	656 Citizens
2275 NAVAJO COMM CO INC	656 Citizens
1183 CITIZENS COMM OF IL	656 Citizens
1131 CITIZENS TELECOM ND	656 Citizens
1128 CITIZENS TELECOM NE	656 Citizens
1123 CITIZENS TELECOM MN	656 Citizens
1122 CITIZENS TELECOM IA	656 Citizens
0577 CITIZENS VOLUNTEER	656 Citizens
0270 CITIZENS TELECOM W V	656 Citizens
0096 CITIZENS TELECOM NY	656 Citizens
9769 ORANGE CITY COMM IA	700 Verisign
9129 REINBECK MUN TEL UT	700 Verisign
8980 XO COLORADO, LLC	700 Verisign
8964 XO D.C., INC.	700 Verisign
8960 HTC COMM INC	700 Verisign
8958 XO TEXAS, INC.	700 Verisign
8758 XO GEORGIA, INC.	700 Verisign

LEC & CLEC names and Operating Company Numbers

8708 HAWARDEN MUNCIPL UTL	700 Verisign
847B TIM RON ENTERPRISES	700 Verisign
846B TIM RON ENTERPRISES	700 Verisign
8340 XO NEW YORK, INC.	700 Verisign
8298 RESERVE TELECOMM	700 Verisign
7857 ORLANDO TEL CO/SYS	700 Verisign
7541 XO UTAH, INC.	700 Verisign
7521 TELECOMMUNICATIONS OF NV	700 Verisign
7520 XO OHIO, INC.	700 Verisign
7344 XO TENNESSEE, INC.	700 Verisign
7341 XO PENNSYLVANIA	700 Verisign
7340 XO WASHINGTON, INC.	700 Verisign
7262 XO CALIFORNIA, INC.	700 Verisign
7215 INDEPENDENT NETWORKS	700 Verisign
7076 MIDCO COMMUNICATIONS	700 Verisign
7056 XO ILLINOIS, INC.	700 Verisign
7010 LONG LINES METRO LLC	700 Verisign
682C MITCHELL TELECOM SD	700 Verisign
645C LBH, LLC	700 Verisign
6112 PRIMELINK, INC.	700 Verisign
6100 XO FLORIDA, INC.	700 Verisign
4980 XO OREGON, INC.	700 Verisign
4959 WARWICK VLY TEL NJ	700 Verisign
4793 XO ARIZONA, INC.	700 Verisign
4792 XO NORTH CAROLINA	700 Verisign
4774 XO MISSOURI, INC.	700 Verisign
4773 XO MARYLAND, LLC	700 Verisign
4772 XO VIRGINIA, LLC	700 Verisign
4704 SEI DATA, INC.	700 Verisign
4630 CHICKASAW TELECOMM	700 Verisign
4622 ITC DELTA COM - TN	700 Verisign
4621 ITC DELTA COM - SC	700 Verisign
4620 ITC DELTA COM - NC	700 Verisign
4619 ITC DELTA COM - MS	700 Verisign
4618 ITC DELTA COM - LA	700 Verisign
4617 ITC DELTA COM - GA	700 Verisign
4616 ITC DELTA COM - FL	700 Verisign
4615 ITC DELTA COM - AL	700 Verisign
4614 ITC DELTA COM	700 Verisign
4536 XO MASSACHUSETTS	700 Verisign
4465 FRONTIER CM SO - FL	700 Verisign
4464 FRONTIER CM SO - AL	700 Verisign
4418 FRONTIER CM MI-OH	700 Verisign
4417 FRONTIER CM MICH	700 Verisign
429A MIDCONTINENT COMMS MN	700 Verisign
4253 BARAGA TELEPHONE CO	700 Verisign
4125 XO MICHIGAN, INC.	700 Verisign
4124 XO DELAWARE, INC.	700 Verisign
4123 XO NEW JERSEY, INC.	700 Verisign
4115 LAURENS MUN COMM UTI	700 Verisign
4111 SIGECOM, LLC	700 Verisign
4069 COON RAPIDS MUN UTLY	700 Verisign
3959 INTERBEL TEL-MT	700 Verisign

LEC & CLEC names and Operating Company Numbers

3955 EASTERN OREG TEL-OR	700 Verisign
3872 THE ULTIMATE CONNECTION, L.C.	700 Verisign
3614 GRUNDY CTR COM UT IA	700 Verisign
3610 RESERVE TELECOM LA	700 Verisign
3332 VERMONT TEL CO INC	700 Verisign
3304 OREGON-IDAHO UTILITIES	700 Verisign
3112 COMMUNITY AGCY-IA	700 Verisign
3097 ALTA MUNICIPAL UT-IA	700 Verisign
3065 MIDCONTINENT COMM ND	700 Verisign
3064 MIDCONTINENT COMM	700 Verisign
3057 MANNING MUNPL COMM	700 Verisign
3052 XO IDAHO, INC.	700 Verisign
3031 SCOTT COUNTY TEL CO	700 Verisign
3026 NORTH COUNTRY TEL CO	700 Verisign
3017 ALASKA TEL CO	700 Verisign
3002 BETTLES TEL CO	700 Verisign
2985 WEB FIRE COMM - TX	700 Verisign
2749 XO MISSISSIPPI, INC.	700 Verisign
2614 ITC DELTA COM AR	700 Verisign
2613 ITC DELTA COM - TX	700 Verisign
2557 XO MINNESOTA, LLC	700 Verisign
2491 CBeyond COMM-IL	700 Verisign
2490 CBeyond COMM - CO	700 Verisign
2447 TOLEDO TEL CO INC	700 Verisign
2418 PEND OREILLE TEL CO	700 Verisign
2397 SCIO MUTUAL TEL CO	700 Verisign
2392 PINE TELEPHONE SYS	700 Verisign
2386 MT ANGEL TEL CO	700 Verisign
2295 SILVER STAR TEL CO	700 Verisign
2241 HOT SPRINGS TEL CO	700 Verisign
2233 RURAL TEL CO	700 Verisign
2231 PROJECT MUTUAL TEL	700 Verisign
2214 COLUMBINE TELEPHONE CO	700 Verisign
2213 ALBION TEL CO INC	700 Verisign
2194 NUNN TEL CO	700 Verisign
2173 TOHONO O ODHAM UT AU	700 Verisign
2170 XIT RURAL TEL CO-OP	700 Verisign
2166 W TEXAS RURAL TEL	700 Verisign
2159 VALLEY TEL CO-OP INC	700 Verisign
2152 CBeyond COMM - TX	700 Verisign
2151 TAYLOR TEL CO-OP INC	700 Verisign
2143 SOUTH PLAINS TELEPHONE COOP	700 Verisign
2134 RIVIERA TEL CO INC	700 Verisign
2131 POKA-LAMBRO RURAL	700 Verisign
2068 EASTEX TEL COOP INC	700 Verisign
2061 COMMUNITY TEL CO	700 Verisign
2060 COMANCHE CTY TEL CO	700 Verisign
2052 CENTRAL TX TEL CO-OP	700 Verisign
2032 VALLIANT TEL CO	700 Verisign
2030 TOTAH TEL CO INC	700 Verisign
2029 TERRAL TELE CO	700 Verisign
2020 POTTAWATOMIE TEL CO	700 Verisign

LEC & CLEC names and Operating Company Numbers

1994 GRAND TEL CO INC	700 Verisign
1985 CROSS TEL CO	700 Verisign
1980 CHICKASAW TEL CO	700 Verisign
1839 TRI-COUNTY TEL ASSN	700 Verisign
1808 THE MOUNDRIDGE TEL CO	700 Verisign
1799 DAKTEL COMM, LLC-ND	700 Verisign
1769 CBeyond COMM - GA	700 Verisign
1768 CBeyond COMM	700 Verisign
1697 CEN ARKANSAS TEL CO	700 Verisign
1683 DAKOTA CNTL TELECOM	700 Verisign
1678 TURTLE MTN COMM	700 Verisign
1668 KENNEBEC TEL COMPANY	700 Verisign
1650 SWIFTEL COMMUNICATIONS	700 Verisign
1636 UNTD TEL MUTUAL AID	700 Verisign
1610 DAKOTA CTL TELECOM	700 Verisign
1604 BEK COMM COOPERATIVE	700 Verisign
1516 ARAPAHOE TEL COMPANY	700 Verisign
1483 SLEEPY EYE TEL CO	700 Verisign
1447 NORTH DAKOTA TEL CO	700 Verisign
1412 KASSON & MANTORVILLE TELEPHONE	700 Verisign
1367 FRONTIER CM MN	700 Verisign
130A MAPLETON COMMUNICATIONS	700 Verisign
1305 STRATFORD MUTUAL TEL	700 Verisign
1260 NORTHWEST IA TEL CO	700 Verisign
1230 NORTHEAST IA TEL CO	700 Verisign
1227 WESTELCOM NTWK - NY	700 Verisign
1214 KALONA COOP TEL CO	700 Verisign
1213 JORDAN SOLDIER VAL	700 Verisign
1188 GOLDFIELD TEL CO	700 Verisign
1160 FARMERS & BUSINESS	700 Verisign
1127 FRONTIER CM IA	700 Verisign
1113 BROOKLYN MUT TEL CO	700 Verisign
1073 FRONTIER COMM PRARIE	700 Verisign
1058 MONTROSE MUT TEL CO	700 Verisign
1055 FRONTIER CM MIDLAND	700 Verisign
1038 FRONTIER CM IL	700 Verisign
1023 GRIDLEY TEL CO	700 Verisign
1011 FRONTIER CM LAKESIDE	700 Verisign
0973 WITTENBERG TEL CO	700 Verisign
0967 FRONTIER CM VA	700 Verisign
0964 FRONTIER CM WI	700 Verisign
0912 FRONTIER CM MONDOVI	700 Verisign
0872 CUBA CTY TEL EX CO I	700 Verisign
0870 RHINELANDER TELEPHONE LLC	700 Verisign
0847 BELMONT TEL CO	700 Verisign
0825 SUNMAN TEL CO INC	700 Verisign
0819 SE IND RURAL TEL	700 Verisign
0800 NW INDIANA TEL CO	700 Verisign
0721 PIGEON TEL CO	700 Verisign
0711 MIDWAY TEL CO - MI	700 Verisign
0682 FRONTIER CM OF MICH	700 Verisign
0680 CHIPPEWA CNTY TEL CO	700 Verisign

LEC & CLEC names and Operating Company Numbers

0678 BLANCHARD TEL ASSOC	700 Verisign
0675 BARAGA TEL CO	700 Verisign
0633 MIDDLE PT HOME TEL	700 Verisign
0612 FARMERS MUT TELCO OH	700 Verisign
0606 THE CONNEAUT TEL CO	700 Verisign
0576 PEOPLES TEL CO INC	700 Verisign
0571 MILLINGTON TEL CO	700 Verisign
0561 CROCKETT TEL CO INC	700 Verisign
0528 HORRY TEL COOP INC	700 Verisign
0497 PIEDMONT TEL MEM CO	700 Verisign
0494 PINEVILLE TEL CO	700 Verisign
0485 MEBTEL INC	700 Verisign
0473 CITIZENS TEL CO - NC	700 Verisign
0460 FRONTIER CM MS	700 Verisign
0438 RESERVE TEL CO	700 Verisign
0433 LAFOURCHE TEL CO	700 Verisign
0430 ELIZABETH TEL CO	700 Verisign
0429 E ASCENSION TEL CO	700 Verisign
0425 CAMERON TEL CO	700 Verisign
0379 PLANT TEL CO	700 Verisign
0371 INTERSTATE TEL CO	700 Verisign
0368 HART TEL CO	700 Verisign
0362 FRONTIER CM FAIRMNT	700 Verisign
0348 BULLOCH COUNTY RURAL	700 Verisign
0324 VALLEY TELEPHONE CO	700 Verisign
0322 UNION SPRINGS TEL CO	700 Verisign
0318 FRONTIER CM OF SOUTH	700 Verisign
0306 FRONTIER CM AL	700 Verisign
0301 FRONTIER CM LAMAR CT	700 Verisign
0257 SPRUCE KB SENECA RK	700 Verisign
0239 NEW HOPE TEL CO	700 Verisign
0196 PALMERTON TEL CO	700 Verisign
0194 FRONTIER CM OSWAYO	700 Verisign
0193 N PITTSBURGH TEL CO	700 Verisign
0178 FRONTIER CM LAKEWD	700 Verisign
0168 FRONTIER COMM OF PA	700 Verisign
0152 FRONTIER CM CANTON	700 Verisign
0149 FRONTIER CM BREEZEWD	700 Verisign
0135 WARWICK VAL TEL CO	700 Verisign
0128 FRONTIER CM SYLV LK	700 Verisign
0125 STATE TEL CO	700 Verisign
0122 FRONTIER CM SENECA	700 Verisign
0110 OGDEN TEL CO - NY	700 Verisign
0108 NICHOLVILLE TEL CO	700 Verisign
0107 NEWPORT TEL CO INC	700 Verisign
0100 FRONTIER COM. OF NY	700 Verisign
0085 CROWN PT TEL CORP Y	700 Verisign
0081 CITIZENS TELEPHONE CO. OF NY	700 Verisign
0079 CHAZY & WESTPORT TEL	700 Verisign
0077 CHAMPLAIN TEL CO	700 Verisign
0072 FRONTIER CM AUSABLE	700 Verisign
0065 PRIMELINK, INC. - NY	700 Verisign
0064 SHOREHAM TEL CO	700 Verisign

LEC & CLEC names and Operating Company Numbers

0043 DUNBARTON TEL CO	700 Verisign
0037 RICHMOND TEL CO	700 Verisign
8778 COX RHODE IS TELCOM	801 Cox Communications
8639 COX IOWA TELCOM, LLC	801 Cox Communications
7988 COX NEBRASKA TELECOM	801 Cox Communications
7987 COX COMMUNICATIONS (San Diego)	801 Cox Communications
7661 COX CALIF TELECOM (ORANGE CTY)	801 Cox Communications
7193 COX CABLE Gainesville	801 Cox Communications
7192 COX CABLE OKLA CITY	801 Cox Communications
7190 COX CABLE NEW ORLEAN	801 Cox Communications
7189 COXFIBERNET(Virginia)	801 Cox Communications
7078 COX ARIZONA TELECOM (Phoenix)	801 Cox Communications
7077 COX Connecticut TELECOM, LLC	801 Cox Communications
612C COX GEORGIA TELCO GA (Macon)	801 Cox Communications
385D COX OHIO TELCOM - OH	801 Cox Communications
215A COX NEVADA TELECOM NV	801 Cox Communications
1802 COX KANSAS TELCOM-KS	801 Cox Communications
0233 VERIZON SOUTH-VA/GTE	813 Verizon South VA (GTE/Contel)
4337 VERIZON SOUTH-VA/GTE	913 Verizon South - VA (old GTE)
0121 FRONTIER ROCHESTER	920 Rochester Telephone

Declaration of Conformity



Where: 'x' is the number of phone interfaces
'y' is the number of loop-start interfaces

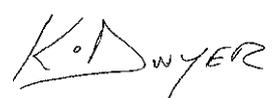
Country / Region	Type	Directive / Standard Description	Non-MM Series Cards (56156 DSP)				MM-Series Cards (56303 DSP)							
			InLine PCI	InLine PCI Euro	Daytona PCI xP	Daytona PCI yL / xPyL	InLine MM	InLine MM Euro	Daytona MM xP	Daytona-MM yL / yAL / xPyL / xPyAL	Daytona-MM yLi / yALi / xPyLi / xPyALi	Daytona-MM yLC / xPyLC	Daytona-MM yLCi / xPyLCi	PrimeNet MM
European Union	EMC/EMI	EMC Directive 89/336/EEC as amended by Directive 92/31EEC		✓	✓			✓	✓		✓		✓	✓
European Union	EMC/EMI	EN 55022: 1998 for Class A												✓
European Union	EMC/EMI	EN 55022: 1998 for Class B		✓	✓			✓	✓		✓		✓	
European Union	EMC/EMI	EN 55024: 1998		✓	✓			✓	✓		✓		✓	✓
European Union	EMC/EMI	EN 61000 3-2: 2000											✓	
European Union	EMC/EMI	EN 61000 3-3: 1995											✓	
European Union	Safety	Low Voltage Directive 73/23/EEC		✓	✓			✓	✓		✓		✓	✓
European Union	Safety	EN 60950: 1992 A1, A2, A3, A4, & A11		✓	✓			✓	✓		✓		✓	✓
European Union	Telecom	R&TTE Directive 1999/5/EC		✓				✓			✓		✓	✓
European Union	Telecom	TBR 21		✓				✓*			✓*		✓*	
European Union	Telecom	TBR 4												✓
European Union	Telecom	EG 210 121: ATAAB note 13 June 1998		✓										
U.S. / Canada	EMC/EMI	FCC 47 CFR Part 15, Subpart B: 1999 Class A												✓
U.S. / Canada	EMC/EMI	FCC 47 CFR Part 15, Subpart B: 1999 Class B	✓		✓	✓	✓		✓	✓		✓		
U.S. / Canada	Safety	CSA C22.2 No.950 NRTL/C	✓		✓	✓	✓		✓	✓		✓		✓
U. S.	Telecom	FCC Part 68, Subpart D	✓			✓	✓			✓		✓		✓
U. S.	Telecom	TIA/EIA-IS968								✓		✓		
Canada	Telecom	CS-03 Issue 8	✓			✓	✓			✓		✓		✓

* Exception to clause 4.7.1

NOTE: For certification numbers, please refer to the PIKA Hardware Manuals at <http://www.pikatechnologies.com/>

Type of Equipment: Information Technology
Manufacturer: PIKA Technologies Inc.
Address: 20 Cope Drive
 Ottawa, Ontario, Canada
 K2M 2V8
Telephone No: +1 (613) 591-1555
Fax No: +1 (613) 591-9295

I, the undersigned, hereby declare that the equipment specified above conforms to the above listed Directive(s) and Standard(s).

Signature: 
Full Name: Kieran O'Dwyer
Position: Quality Manager
Date: June 15th, 2004

OTC - 2110V2 **Full Size Full Feature Inmate Phone**

The **OTC-2110V2** is a full size full feature Inmate / Coinless Phone designed for use in locations where strength and reliability is needed.

This wall-mounted unit is also made of durable 14-gauge stainless steel, and is protected with tamper resistant security screws. It has a built-in volume control button and a re-enforced window for customized instruction card.

The **OTC-2110V2** is easy to install and simple to maintain.

Standard Features

-  Calling card service compatible.
-  Works with most auto-dialers and call controllers.
-  Tamper resistant locking system.
-  Re-enforced window for customized instruction cards.
-  Built in volume control button.

and more...

-  Can be used as a standalone single line phone or on a PABX as an extension phone.
-  Heavy-duty armored handset is hearing aid compatible (HAC) and has an anti-static receiver



Applications

- | | | |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
|  House phone |  Courtesy phone |  Emergency phone |
|  Employee phone |  Security phone |  Hot line phone |
|  Speed dial phone |  Inmate phone |  Free call phone |



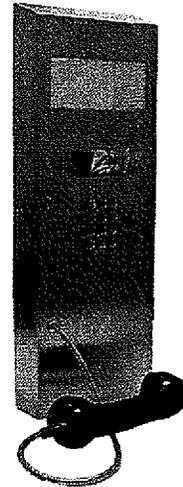
138 Mountain Brook Drive
Canton, Georgia 30115
www.navitelinc.com

Tel: 800-753-1707 Fax: 770-345-8142

Specifications

Housing

- 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.



Handset

- Heavy-duty armored 18 inch, 32 inch, or any customized length cord with dynamic or carbon transmitter available.
- All handsets are hearing aid compatible (HAC) and have an anti-static receiver.
- Armored cord is made to Bell Core standards and will withstand a minimum 800 lbs pulling test.

Power

- Telephone line powered. 42 VDC to 56 VDC
- Loop current range: 20 mA to 90 mA

Telco line type

- Pal, B-1, loop start, standard dial tone 600/120 Hz
- Line interface: Terminal strip connections inside of the phone.

Options

- Magnetic or micro-switch hook lever assembly is optional
- Optional colors and finishes available as a special order item to accommodate the décor of your location.
- Customized handset lengths available to meet your special needs.
- Handsets available with dynamic or electret transmitter.
- Restrictional dialing is optional.

Measures: 21.2"H x 7.5"W x 2.5"D (4.5" deep with cradle)

Weight: 12Lbs (5.45Kg)

Part Number	Description	Model
A 90-2100VF-MN	Full Size Full Feature Inmate Phone w/ Magnetic Hook Switch	OTC-2110V2



138 Mountain Brook Drive
Canton, Georgia 30115
www.otcrecom.net
Tel: 800-753-1707 Fax: 770-345-8142

Dialing Instructions

Sample Only

PREPAID CALL TIME

PREPAID CALL TIME MAY BE PURCHASED FROM THE COMMISSARY ON YOUR ASSIGNED COMMISSARY DAY. YOU MAY ADD FROM \$1.00 UP TO \$150.00 PER WEEK ON YOUR PREPAID ACCOUNT. THE FIRST TIME YOU PURCHASE TELEPHONE TIME ALLOW 1 TO 2 DAYS TO RECEIVE YOUR PIN #. YOU MAY PICK UP YOUR PIN # IN THE CPTS OFFICE. IF A PIN # IS STOLEN OR LOST YOU MAY PURCHASE ANOTHER ONE AT YOUR COST OF \$5.00. IT IS EACH PERSONS RESPONSIBILITY TO KEEP THEIR PIN NUMBER SAFE.

EVERY CALL WILL BEGIN BY PICKING UP THE HANDSET AND HEARING A VOICE DIRECTING THE USE OF THE PHONE. TO HEAR DIALING INSTRUCTIONS IN SPANISH PRESS "4" ON THE DIAL PAD.

DOMESTIC COLLECT CALLS

TO PLACE A COLLECT CALL IN THE U.S. YOU MUST DIAL (0+ AREA CODE + NUMBER). YOU DO NOT NEED A PIN # FOR COLLECT CALLS IN THE U. S. YOU CANNOT MAKE INTERNATIONAL COLLECT CALLS FROM THESE PHONES.

DOMESTIC PREPAID CALLS

TO PLACE A DOMESTIC PRE-PAID CALL WITHIN THE UNITED STATES, PICK UP THE HANDSET AND PRESS "8" ON THE DIAL PAD. THE SYSTEM WILL THEN TELL YOU TO ENTER YOUR PIN #, ALLOW A FEW SECONDS TO RECEIVE YOUR BALANCE. DIAL (0 + AREA CODE + NUMBER) AND YOUR CALL WILL BE CONNECTED.

INTERNATIONAL PRE-PAID CALLS

TO PLACE AN INTERNATIONAL PRE-PAID CALL OUTSIDE OF THE UNITED STATES PICK UP THE HANDSET AND PRESS "8" ON THE DIAL PAD. THE SYSTEM WILL THEN TELL YOU TO ENTER YOUR PIN #, ALLOW A FEW SECONDS TO RECEIVE YOUR BALANCE. DIAL (01+COUNTRY CODE +AREA CODE +NUMBER) AND YOUR CALL WILL BE CONNECTED.

INSTRUCCIONES PARA LLAMAR

Sample Only

LLAMADAS PREPAGADAS

LLAMADAS PREPAGADAS SE PUEDEN COMPRAR EN EL COMMISSARY DURANTE SU COMMISSARY DIA ASIGNADO. USTED LE PUEDE AGREGAR DESDE \$1.00 HASTA \$150.00 POR SEMANA A SU CUENTA PREPAGADA. LA PRIMERA VEZ QUE USTED COMPRE LLAMADAS PREPAGADAS, ESPERE 1 O 2 DIAS PARA RECIBIR SU NUMERO DE PIN. USTED PUEDE OBTENER SU NUMERO DE PIN EN LA OFFICINA CPTS. SI LE ROBAN O PIERDE SU NUMERO DE PIN, USTED PUEDE COMPRAR OTRO POR LA CANTIDAD DE \$5.00. ES SU RESPONSABILIDAD GUARDAR SU NUMERO DE PIN.

TODAS LAS LLAMADAS EMPESARAN CON LEVANTANDO EL TELEFONO Y ESCUCHANDO LAS DIRECCIONES EN COMO HACER UNA LLAMADA. PARA ESCUCHAR LAS DIRECCIONES EN ESPANOL PRESIONE EL NUMERO "4".

LLAMADAS POR COBRAR DOMESTICAS

PARA HACER UNA LLAMADA POR COBRAR EN LOS ESTADOS UNIDOS USTED TIENE QUE MARCAR (0+ CODIGO DE AREA + NUMERO) USTED NO NECESITA MARCAR SU NUMERO DE PIN PARA HACER LLAMADAS POR COBRAR EN LOS ESTADOS UNIDOS. USTED NO PUEDE HACER LLAMADAS POR COBRAR INTERNACIONAL USANDO ESTOS TELEPHONOS.

LLAMADAS PREPAGADAS DOMESTICAS

PARA HACER UNA LLAMADA PREPAGADA DOMESTICA EN LOS ESTADOS UNIDOS, LEVANTE EL TELEFONO Y PRESIONE EL NUMERO 8. LUEGO, EL SISTEMA LE DIRA QUE MARQUE SU NUMERO DE PIN, ESPERE UNOS SEGUNDOS PARA ESCUCHAR SU BALANCE. MARQUE (0 + CODIGO DE AREA + NUMERO) Y SU LLAMADA SERA CONECTADA.

LLAMADAS PREPAGADAS INTERNACIONALES

PARA HACER UNA LLAMADA PREPAGADA INTERNACIONAL, AFUERA DE LOS ESTADOS UNIDOS, LEVANTE EL TELEFONO Y PRESIONE EL NUMERO 8. LUEGO, EL SISTEMA LE DIRA QUE MARQUE SU NUMERO DE PIN, ESPERE UNOS SEGUNDOS PARA ESCUCHAR SU BALANCE. MARQUE (01+CODIGO DE EL PAIZ +CODIGO DE AREA + NUMERO) Y SU LLAMADA SERA CONECTADA.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
7/2/2008

PRODUCER (818)257-7400 FAX: (818)257-7450 JNW - Evergreen Insurance Services, LLC License Number 0E16963 PO Box 20005 Encino CA 91416-0005	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Public Communication Services 11859 Wilshire Blvd. Suite 600 Los Angeles CA 90025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Travelers</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D: Federal Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Insurance Co.		INSURER B: Travelers		INSURER C:		INSURER D: Federal Insurance Co.		INSURER E:	
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COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
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C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	YE-UB-3676C43-4-07	3/1/2008	3/1/2009	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: RFP #250521
 The State of Nebraska is named as additional insured with regard to general liability but only with respect to operations arising from the named insured
 * 10 Day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER State of Nebraska Administrative Services, Risk Management 521 S. 14th Street, Suite 104 Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Steve Zerwick/STEVZ
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Douglas County
DEPARTMENT OF CORRECTIONS

710 SOUTH 17TH STREET
OMAHA, NEBRASKA 68102
PHONE: (402) 444-7400
FAX: (402) 444-6088

February 24, 2005

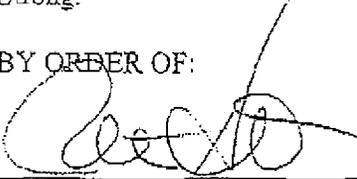
PERSONNEL ORDER: 2004-P19
SUBJECT: Employee of the Year
EFFECTIVE: January 1, 2005

Mr. Chad Strong of PCS has been named as the Douglas County Department of Corrections Employee of the Year for 2004. Mr. Strong was selected by the Douglas County Department of Corrections Labor / Management Committee during the recent selection process for the Employee of the Year.

Mr. Chad Strong has been instrumental in reducing the number of fraudulent inmate telephone calls. He has spent hours researching inmate calling patterns and keeps staff well informed of his findings. Mr. Strong has assisted the Director of Corrections in briefing the County Board of Commissioners regarding these findings. Mr. Strong continues to be a positive influence on the Department of Corrections.

Mr. Chad Strong's eagerness to help is just one of the many reasons that he has been named the Employee of the Year for 2004. Our congratulations go out to Mr. Chad Strong.

BY ORDER OF:


Robert P. Houston
Director of Corrections

RPH/nam



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ADMINISTRATIVE SERVICES
Carlos Castillo Jr.
Director

ADDENDUM FIVE

DATE: July 7, 2008
TO: All Vendors
FROM: Todd Dlouhy and Ruth Gray, Buyers
State Purchasing Bureau
RE: RFP Number 2505Z1

SCOPE OF ADDENDUM

Following is the answer to question #7 for which the answer was not available on the date of posting of Addendum Number 4. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS
<p>7. Page 30; # 5. Recording Requirements; bottom of the page. The NDCS has collected an extensive database of call recordings. Bidder shall describe how they would integrate that data into their system so that seamless access to old and new call recordings can be accessed in a uniform manner In what format are the present recordings? How large is the database including call detail, index and recordings?</p>	<p>This information is not available at this time. If it becomes available before proposal opening, it will be posted as an addendum.</p> <p>All of the recordings are available in IBM standard .wav format with the recording name as STIME+ANI.WAV. Call detail will be provided in a flat file (either tab or comma delimited text) of the CDR record. It will include the time and ani identifying the recorded name. Based off the size of the data for the current system – it is anticipated that the hard drive will be in the size of a 9 – 12 terabyte format and the recordings will be in an uncompressed format in a WAV code.</p>

This addendum will become part of the proposal and should be acknowledged with the RFP.

Materiel Division • Steve Sulek, Acting Administrator

301 Centennial Mall South • P.O. Box 94847 • Lincoln, Nebraska 68509-4847 • Phone (402) 471-2401 • Fax (402) 471-2089

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Printed with soy ink on recycled paper



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ADMINISTRATIVE SERVICES
Carlos Castillo Jr.
Director

ADDENDUM FOUR

DATE: June 30, 2008

TO: All Vendors

FROM: Todd Dlouhy/Ruth Gray, Buyers
State Purchasing Bureau

RE: Questions and Answers for RFP Number 2505Z1
to be opened July 8, 2008 at 2:00 p.m. Central Time

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS
<p>1. The cost of the bonds to the bidders would have to be factored into the overall cost of providing services and equipment to the facility and may have an impact on the rates that are offered. Given the considerable investment in hardware (particularly for the inmate telephone system) and the absence of any cost on the part of the facility, would you consider waiving the bond requirement for this aspect of the project or considering a security interest in the call processing equipment in lieu of a bond?</p>	<p>No, The State will not consider waiving the bond requirement.</p>

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QUESTIONS	ANSWERS
<p>2. Recently, a few correctional agencies wishing to better control the inmate telephone service and ensure a low calling rate for inmates have opted to purchase the equipment and retain the services of an inmate phone service provider to service the equipment and handle billing and collection. Would NDCS consider this option?</p>	<p>No, The State will not consider this option.</p>
<p>3. Will the Purchasing Bureau consider delaying the RFP due date by two weeks? ICSolutions would appreciate additional time to review the site survey data and NDCS' responses to vendor questions in order to present the best proposal.</p>	<p>No, The State will not consider delaying the RFP due date.</p>
<p>4. Is internet access available at each facility? If not, please identify the facilities that do not have internet access.</p>	<p>State Internet access is available at each location for State use. However, it will not be available to the contractor, If the contractor's solution requires internet access; they must make arrangements with the ISP of their choice for that access.</p>

QUESTIONS	ANSWERS
<p>5. The following questions request clarification on the format of the Proposal:</p> <p>Page 9; III: Terms and Conditions: Do we need to provide a response to all items listed in this section? If yes, where in the proposal format does this section go?</p> <p>Page 12: #4 Evidence of Coverage: Is a Certificate of Insurance required to be submitted with the proposal? If yes, in which section of the proposal should the Certificate of Insurance go?</p> <p>Page 22: III: Terms and Conditions; XX Disaster Recovery/Back Up Plan... This section requests a description of our Disaster Recovery/Back Up Plan In which Section of the Proposal would you like us to respond to this requirement?</p>	<p>Reference Section III, second paragraph ... Additionally, bidder must clearly identify by subsection number, any exceptions to the terms and conditions and include an explanation as to why the bidder cannot comply with the specific term and condition and a statement recommending terms and conditions the bidder would find acceptable. Rejection of these terms and conditions may be cause for rejection of a bidder's proposal. If exceptions are taken list exceptions behind tab labeled exceptions to Section III, Terms and Conditions.</p> <p>The RFP is hereby amended as follows:</p> <p>Section III.F.4 Evidence of Coverage first paragraph - The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 521 S. 14th Street, Suite 104, Lincoln, NE 68508 (facsimile 402-471-2800)...</p> <p>Yes, Certificate of Insurance should be placed behind a tab labeled Certificate of Insurance.</p> <p>Please respond behind tab Section III Terms and Conditions Section XX Disaster Recovery/Back Up Plan.</p>
<p>6. Page 29: E. Technical Requirements: 1. General Calling Requirements: Paragraph 4, states, All calls must be branded in the following manner: "You have a collect call from (inmate first and last name) at (correctional facility name) in (city) Nebraska. If you wish to accept this call, please press or say "5." Voice acceptance is not as reliable a form of positive acceptance as pressing a number on the telephone keypad. Is using voice acceptance a mandatory requirement?</p>	<p>Positive acceptance is required. Voice and/or Dual Tone Multi Frequency (DTMF) acceptance will be acceptable. DTMF is the preferred method.</p>

QUESTIONS	ANSWERS
<p>7. Page 30; # 5. Recording Requirements; bottom of the page. The NDCS has collected an extensive database of call recordings. Bidder shall describe how they would integrate that data into their system so that seamless access to old and new call recordings can be accessed in a uniform manner In what format are the present recordings? How large is the database including call detail, index and recordings?</p>	<p>This information is not available at this time. If it becomes available before proposal opening, it will be posted as an addendum.</p>
<p>8. Page 31: #6 System Security Requirements; Paragraph 7 Cellular and IP telephones present a security concern and need to be identified. The Bidder must state in their RFP options for flagging all call detail and recordings on calls made to cellular and IP phones. Bidder must explain options available to the NDCS for identifying cellular and IP numbers. Number portability makes it extremely difficult to identify a number as a cellular or IP phone. Does the State of Nebraska want every cell/IP call identified before it is placed on the inmate PAN list, or identified in the call detail records after the calls are made?</p>	<p>The State requires all cellular and IP phone numbers to be identified and blocked by the System Administrator to the largest extent possible.</p>
<p>9. Is there a preference for permanent storage media type (tape, CD, DVD) for archived calls?</p>	<p>Instantly accessible hard drive storage would be the State's preference. DVD storage would be an acceptable solution.</p>
<p>10. What workstation operating system and applications are recommended/suggested for accessing inmate call detail records, account information, call recordings, and configuration for all correctional facilities?</p>	<p>A Microsoft Windows operating environment would be preferable. Beyond that it is the State's expectation that the bidder already have in place a proven application/s for accessing inmate call detail records, account information, call recordings, and configuration for all correctional facilities.</p>
<p>11. Are there plans to add NDCS facilities requiring a telephone system installation above and beyond the 12 facilities identified in the RFP? If yes, what is the scheduled timeline(s) for the facility addition(s)?</p>	<p>There are no additional facilities planned at this time.</p>

QUESTIONS	ANSWERS
<p>12. Is it possible to get an additional week extension to the current July 8 response deadline? Please consider the following</p> <p>The July 4th holiday falls on Friday requiring that Proposals be sent on Thursday, July 3rd in order to ensure delivery by Tuesday, July 8. This provides proposers only 2 days after the second round of questions are distributed in which to revise their Proposals. We do not believe that a one week extension would have any impact on the installation schedule.</p>	<p>Reference answer to question 3.</p>
<p>13. 1. Section III.Q Assignment by the Contractor: EMBARQ respectfully requests that the clause “without the prior written consent of the State, in the sole exercise of its discretion” be replaced with “without the prior written consent of the State, such consent not to be unreasonably withheld.”</p>	<p>Section III. Terms and Conditions, second paragraph states as follows:</p> <p>Vendors are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with such terms and conditions. Additionally, bidder must clearly identify by subsection number, any exceptions to the terms and conditions and include an explanation as to why the bidder cannot comply with the specific term and condition and a statement recommending terms and conditions the bidder would find acceptable. Rejection of these terms and conditions may be cause for rejection of a bidder’s proposal.</p>
<p>14. Section III.CC Penalty: We request a review of the specific deliverables that may result in penalties.</p>	<p>The deliverables would be to have contractor’s equipment installed and fully operational in all facilities by the final due date. In order to be determined “fully operational” by the State, all contractor installed equipment must meet the requirements of the contract.</p>
<p>15. 3. Section III.DD Performance Bond: EMBARQ believes that “failure to comply” is vague and undefined and thus leaving open that even a minor incidence of noncompliance could leave us open to triggering the bond. We recommends a rewrite so that the bond is triggered only by a breach under Section III.AA.</p>	<p>Reference answer to question 13.</p>

QUESTIONS	ANSWERS
<p>16. 4. Section III.MM Limitation of Liability: EMBARQ respectfully suggests alternate language for this section: “For any claim or cause of action arising under or related to this Agreement, neither party shall be liable to the other for punitive, special or consequential damages.</p>	<p>Reference answer to question 13.</p>
<p>17. 5. Section III.RR Prices: In the third paragraph of this section, where it states, “do not and will not violate any existing federal, state or municipal law”, we respectfully request a change to the following “will comply with any existing federal, state or municipal law”. We cannot predict laws enacted in the future, but we can represent our compliance with the laws in effect today.</p>	<p>Reference answer to question 13.</p>
<p>18. 6. Section UU.1 Indemnification, General: EMBARQ respectfully requests that “arising out of, resulting from, or attributable to” be replaced with “to the extent cause by”.</p>	<p>Reference answer to question 13.</p>

QUESTIONS	ANSWERS
<p>19. D. BUSINESS REQUIREMENTS 3. Collect Billing The Bidder must provide a list of Local Exchange Carriers (LEC), and Competitive Local Exchange Carriers (CLEC) names and Operating Company numbers for every LEC and CLEC at which the Bidder has an established collect billing arrangement. Collect calls to parties whose local telephone service is provided by a LEC or CLEC appearing on this list must not be blocked for any reason except in the event that the LEC or CLEC itself has placed a collect call restriction on that telephone line, or the line has been ported from a billable LEC to a CLEC. If collect calls are blocked due to LEC or CLEC restriction, the nature of this restriction must be presented to the NDCS/OCIO within twenty-four (24) hours of request. Please clarify "Collect calls to parties whose local telephone service is provided by a LEC or CLEC appearing on this list must not be blocked for any reason" because a called party can either place a block on their phone through the LEC or the System provides an optional feature that allows the called party to permanently block future calls from the facility by dialing a predetermined digit from their telephone. This feature when activated notifies the called party of this option during the call acceptance process. Additionally other calls where LIDB validation blocks numbers due to calls placed to cellphone or payphones, or where no customer record is found.</p>	<p>The contractor may block calls at the request of the called party. The contractor may block calls where LIDB information determines the call to terminate at a cellular phone or a payphone. The contractor may block calls where LIDB information determines the call to terminate at a number where customer information is not found in the LIDB database.</p>
<p>20. How many Booking Phones are located at OCC?</p>	<p>There are no Booking Phones located at OCC.</p>
<p>21. How manual cut of keys are at the OCC?</p>	<p>There are seven (7) manual cut off keys at OCC.</p>
<p>22. What type of connectivity is between the OCC and CCCO? ie. fiber, copper, etc.</p>	<p>Connectivity is supplied by copper between OCC and CCCO.</p>

QUESTIONS	ANSWERS
<p>23. Are your current Debit Rates inclusive of all taxes and fees or are additional taxes added?</p>	<p>Yes, current debit rates are inclusive of all taxes and fees.</p>
<p>24. Can we provide more than one Cost Proposal?</p>	<p>A bidder may only submit one cost proposal per proposal submission. Bidders may submit more than one proposal.</p>
<p>25. What is the average duration of an inmate's stay?</p>	<p>The average stay of an inmate is 25.35 months as of 6-30-2007.</p>
<p>26. Question IV.F.1, page 36: the RFP states that the vendor must provide Circuit ID numbers with implementation plan due dates. Does the State intend that the Circuit ID numbers be provided upon contract award?</p>	<p>Circuit ID numbers must be provided by the contractor as they are received from the circuit providers.</p>
<p>27. Question V.A.4, page 42: The Technical Approach requires these 5 subsections to be included: a. Understanding of the Project Requirements; b. Proposed Development Approach; c. Technical Considerations; d. Detailed Project Work Plan; and e. Deliverables and Due Dates. However, Section IV of the RFP ("Project Description and Scope of Work") is divided into subsections A through H. Which set of subsections should be used in creating the Technical Approach? If we are to use the five subsections listed on p. 42, where should the "Project Description and Scope of Work" be inserted in the response? And will the State please clarify what information is to be contained in the five subsections listed on p. 42?</p>	<p>In addition to all the other requirements outlined in the RFP, bidders must respond to Section V.A.4 page 42, 5 subsections and Section IV., A through H based on the bidder's proposed solution to each of these subsections.</p>
<p>28. Call detail records will be periodically checked against call records on the system itself. Call detail records must match system records. Who will be responsible of doing this checking – The Site Administrator or a DOC employee?</p>	<p>The Site Administrator and a State employee will be responsible for checking records.</p>

QUESTIONS	ANSWERS
<p>29. Cellular and IP telephones present a security concern and need to be identified. The Bidder must state in their RFP options for flagging all call detail and recordings on calls made to cellular and IP phones. Bidder must explain options available to the NDCS for identifying cellular and IP numbers. – Does the DOC just want to flag the calls that are identified as cellular or IP phones or do they want to block the access to call those types of phones as well? Also, for purposes of possible development what type of security concerns does the DOC have with these types of phones?</p>	<p>NEDOC intends to block cellular and IP telephone numbers as they are identified without exception.</p> <p>Potential mobility of wireless phones using cellular and IP technology creates a security risk because the physical location of the user cannot be easily determined.</p>
<p>30. The Bidder's system must restrict incoming calls, however must be programmable to allow incoming calls during emergency situations. – How many phones are needed to meet this application requirement for emergency calls and if not all phones then at what locations within a facility of the DOC would this feature be required?</p>	<p>This feature should be available on all inmate telephones.</p>
<p>31. Contractor must provide a dedicated contact to resolve all issues surrounding “Debit” transactions and accounting. The contractor must provide a trouble ticket system where each debit transaction issue is documented. The contractor must acknowledge receipt of each trouble ticket and respond to the State in writing on each resolution. All trouble ticket information and trending will be made available to the State upon request. Is a “Debit” transaction mean for Inmate Debit or Destination Prepay or both?</p>	<p>For the purpose of this question, Debit, Destination Prepay, and Collect should be considered three (3) separate categories.</p>
<p>32. NDCS requires that personnel have access equal to that of the workstations from offsite computers via the Internet. Contractor must explain their method for meeting this requirement. – How many anticipated users (X) will need internet access?</p>	<p>Five (5) anticipated users will need internet access.</p>



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ADMINISTRATIVE SERVICES
Carlos Castillo Jr.
Director

ADDENDUM THREE

DATE: June 13, 2008

TO: All Vendors

FROM: Todd Dlouhy, Buyer
State Purchasing Bureau

RE: Questions and Answers for RFP Number 2505Z1
to be opened July 8, 2008 at 2:00 p.m. Central Time

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS																														
<p>1. Current Population at each facility?</p>	<p>Nebraska Department of Correctional Services</p> <p>DCS Population Count on 06/10/08</p> <table border="1" data-bbox="824 1257 1187 1671"> <thead> <tr> <th>Rec Cntr</th> <th>Count</th> </tr> </thead> <tbody> <tr><td>CCL</td><td>380</td></tr> <tr><td>CCO</td><td>167</td></tr> <tr><td>DEC</td><td>277</td></tr> <tr><td>LCC</td><td>475</td></tr> <tr><td>NCW</td><td>278</td></tr> <tr><td>NCY</td><td>91</td></tr> <tr><td>NSP</td><td>1166</td></tr> <tr><td>OCC</td><td>648</td></tr> <tr><td>TSCI</td><td>934</td></tr> <tr><td>WEC</td><td>75</td></tr> <tr><td>Total</td><td>4491</td></tr> </tbody> </table> <p>Juvenile Population Count on 06/10/08</p> <table border="1" data-bbox="824 1787 1187 1879"> <tbody> <tr><td>YRTC-G</td><td>71</td></tr> <tr><td>YRTC-K</td><td>151</td></tr> <tr><td>Total</td><td>222</td></tr> </tbody> </table>	Rec Cntr	Count	CCL	380	CCO	167	DEC	277	LCC	475	NCW	278	NCY	91	NSP	1166	OCC	648	TSCI	934	WEC	75	Total	4491	YRTC-G	71	YRTC-K	151	Total	222
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QUESTIONS	ANSWERS
<p>2. Who is the current provider?</p>	<p>GlobalTel*Link Is the Prime Contractor with Securus as the subcontractor.</p>
<p>3. Can we get a copy of the current agreement?</p>	<p>The current agreement is now included in Attachment A of the RFP.</p>
<p>4. Can we get information on the following call type? Pre-paid call counts Debit call counts International call counts</p>	<p>All available call data is found in RFP Attachment I and Addendum One. Call data for facilities that is not included in Attachment I or Addendum One is not available.</p>
<p>5. What are the current charges being charged by the current vendor for Collect, Pre-paid and Debit (local, IntraLata, InterLata, Interstate, International).</p>	<p>The Rate Information Sheet is now included in Attachment B of the RFP.</p>
<p>6. Could I get the Call Rates and Call Volumes for Solicitation number 2505Z1 from the State of Nebraska broken down as follows? Local, intralata, and interstate for Collect and for Pre-Paid.</p>	<p>Please reference answer to Question 5.</p>
<p>7. Please provide a copy of the current inmate phone services contract for the State of Nebraska Department of Corrections.</p>	<p>Please reference answer to Question 3.</p>
<p>8. Please provide the name of the current inmate phone services vendor and the type of inmate phone system platform.</p>	<p>Please reference answer to Question 2. The inmate phone system platform is Securus WebCAM.</p>
<p>9. The minutes, messages, and revenue information has been provided in the RFP, could you please provide the current collect and debit call rates for all local, intraLATA, interlata, and interstate traffic?</p>	<p>The Rate Information Sheet is now included in Attachment B of the RFP.</p>

QUESTIONS	ANSWERS
<p>10. There are specific quantities of workstations requested in the RFP; with most inmate phone systems today, the user interface is web based meaning that from any State owned computer the appropriate level of access to the system can be granted. Will the State consider removing the dedicated workstation requirement to be provided by the vendor? If not, please further define the exact number of workstations that will need to be provided by the vendor?</p>	<p>The State requires the Contractor to provide dedicated workstations.</p> <p>The total number of workstations required is twenty-three (23).</p>
<p>11. II.B. – General Information (Page 3) The RFP states: A fixed-Price Contract will be awarded. Question: Since this RFP will be a “no-cost” contract to NDCS, should this language be removed?</p>	<p>The State requires a “fixed” rate for the life of the contract. Contracted rates will not be subject to change during the contract period or any subsequent renewal periods.</p>
<p>12. III.FF/GG/HH – Payments (Page 18) Question: As in II.B above, this is a “no-cost” contract, would these provisions be applicable?</p>	<p>The sections: III.FF/GG/HH applies as the Contractor will be required to submit invoicing to the State as outlined in Section IV.D.5 Debit Billing.</p>
<p>13. IV.D.4 - Debit Recharge (Page 28) Question: The NDCS will provide to the contractor a daily file of all debit sales. Can the NDCS provide us with the time of day that this file will be sent?</p>	<p>Yes, NDCS will provide the file of all debit sales between midnight and 1:00 AM Central Time.</p>
<p>14. IV.D.5 – Debit Billing (Page 28) Question: Will it be the contractor’s responsibility to accumulate the daily debit sales (referenced in IV.D.4) to provide the monthly invoice, or will NDCS provide a monthly summary of all debit sales?</p>	<p>The Contractor will be responsible for accumulating this information and preparing the monthly invoice.</p>
<p>15. IV/D/5 – Debit Billing (Page 28) Question: If the Contractor is to add the amount of funds remaining on each inmate (who is to be released) debit account by the 10th of each month, how would an inmate who has a release date of the 27th the month, make debit calls after his/her debit account has had the remaining debit funds removed?</p>	<p>The State will provide the Contractor with a monthly file listing inmate releases <u>for the previous month</u>. This will not have any adverse effect on inmate’s ability to use funds added prior to release.</p>

QUESTIONS	ANSWERS
<p>16. I. - Scope of the Request for Proposal (Page 1) Question: Would the NDCS consider a one week extension of the proposal due date to allow bidders more time to prepare a more comprehensive response?</p>	<p>The proposal due date and time will remain July 8, 2008 at 2:00 p.m. Central Time.</p>
<p>17. E, Item 7. (Workstation Requirements) RFP states, "Where two (2) workstations are at any one (1) site, the ability to share case files between workstations must be available". Question: Please clarify if NDCS is expecting to look at the same case or transfer files to and from each workstation at any one site?</p>	<p>At sites where two workstations are required, the State wants investigators to have the ability to retrieve and modify case files created on the other workstation.</p>
<p>18. E, Item 5 (Recording Requirements) RFP states, "Each site must be capable of storing six (6) months of call recordings on the system hard drive for immediate access. Once call recordings become six (6) months old, the system must automatically download them to a permanent storage media. Permanent storage media must hold six (6) months of call recordings, and be stored at NDCS. Call records stored on permanent media must be easily accessible and searchable". Question: Is it acceptable for the bidder to offer a permanent network based storage device facility other than stored at NDCS for archiving of call recordings as long as ease of access can be provided? Question: Would NDCS consider call recordings that are stored offsite but retrievable online if such a system allowed for reduced calling rates to end-users?</p>	<p>The State will consider allowing Contractor to store call recordings at a single off-site location provided that they are accessible to State personnel and can be accessed quickly and easily. Any central offsite storage scenarios must be described in detail in the Bidder's response to include retrieval time in seconds.</p> <p>RFP is hereby amended to include the following:</p> <p>Retrieval or recordings for playback must take no more than five (5) seconds.</p>
<p>19. Attachment II (International Rates) Question: Where international collect calling rates are not tariffed by bidder due to foreign country restrictions and currency exchange rates, please clarify the requirement to provide International Collect Calling rates to each country where collect calling is available.</p>	<p>The Bidder will be required to list rates to international countries. In cases where "Collect" international calling is not available, Bidders may leave that portion blank. Bidders must provide "debit" international calling rates at a minimum. Those rates will remain stable for the life of the contract.</p>

QUESTIONS	ANSWERS
<p>20. II.B. – General Information (Page 3) Question: Would NDCS please provide a forecast of system-wide average daily population over the term of the contract?</p>	<p>A forecast of system-wide average daily population is not available.</p>
<p>21. II.B. – General Information (Page 3) Question: Would NDCS please provide current calling rates for all call types?</p>	<p>The Rate Information Sheet is now included in Attachment B of the RFP.</p>
<p>22. IV.E.10. System/Server Requirements (p. 33) RFP states "The Bidder's system must be capable of storing all call records at each site location". Question: Would NDCS consider a system that stored records in a secure offsite location that was remotely accessible to authorized NDCS personnel, if such a system allowed for reduced calling rates to end-users?</p>	<p>Please reference answer to Question 18.</p>
<p>23. IV.G.1. Customer Service Requirement (p. 36) RFP states "Contractor must assign a dedicated account representative other than the system administrator to the State of Nebraska account". Question: Would NDCS consider an account representative that was shared with another account, presuming both parties examined his/her workload and service record, and mutually agreed the person could properly service the account? These cost savings would translate into lower rates for called parties.</p>	<p>Yes, NDCS consider an account representative that was shared with another account, presuming both parties examined his/her workload and service record, and mutually agreed the person could properly service the account? These cost savings would translate into lower rates for called parties.</p>
<p>24. IV.D. Business Requirements RFP states: Per minutes charges must be flat rate twenty-four (24) hours a day, seven (7) days a week. Question: Does this mean no surcharge will be charged for local, intraLATA, interLATA, interState, and interNational calls? By "flat rate", does the State mean the same per minute rate for each type of call, or simply that the per minute rate for each type of call will not vary by time of day or distance?</p>	<p>Surcharges are acceptable. "Flat rate" means that each type of call category must have a single per minute rate charged to the user that will not change based on distance or time of day for the life of the contract. This will be the rate quoted by the Bidder in their response.</p>

QUESTIONS	ANSWERS
<p>25. IV.D. Business Requirements RFP states: This number must be answered within six (6) minutes. Question: Is this an error, and the text should actually read "six (6) seconds".</p>	<p>No. The combination of ring time and "on hold" time may not exceed six (6) minutes. Each call must be answered by a live person within six (6) minutes.</p>
<p>26. Attachment I Question: Does the Monthly Average Collect Calls data include prepaid calls? If yes, could the State separate the calling data into collect and prepaid calls? If no, could the State provide the traffic volume (minutes, messages) for prepaid</p>	<p>Pre-paid and collect call data are combined. The State does not have these figures independently.</p>
<p>27. 4.B,C Technical Approach (Page 42) Question: Will NDCS clarify what is being requested in items B and C. Proposed Development Approach and Technical Considerations</p>	<p>In addition to all the other requirements outlined in the RFP, bidders must respond to b and c of 4. Technical Approach based on the bidder's proposed solution to each of these subsections.</p>
<p>28. Will the State Purchasing Bureau provide additional Call Detail Reports other than the reports provided in the RFP as Attachment 1 and also Addendum 1? We would like to receive Call Detail Reports at least for the past 12 months broken down by call types.</p>	<p>Attachment I and Addendum One are 12 month averages. Additional information is not available.</p>
<p>29. How many people per bidder will be allowed to attend the site visits?</p>	<p>There is not a limit on the number of people per bidder that will be allowed to attend the site visits.</p>
<p>30. Either prior to or during the site visits, will there be any type of a Pre-Bid Conference/Forum in which all prospective bidders will be able to ask questions and receive answers to the extent possible?</p>	<p>No, there will not be any type of a Pre-Bid Conference/Forum in which all prospective bidders will be able to ask questions and receive answers. Question shall be submitted in accordance with the dates shown in the Schedule of Events.</p>
<p>31. Who is the current Commissary?</p>	<p>Internal to NDCS</p>
<p>32. Who is the current JMS provider?</p>	<p>The State is not familiar with the term "JMS"</p>

QUESTIONS	ANSWERS																						
<p>33. What is the current Average Daily Population? Will there be any additional expansion which will increase the bed count in the near future?</p>	<p style="text-align: center;">Nebraska Department of Correctional Services</p> <p style="text-align: center;">Average Daily Population Count by Facility</p> <hr/> <p style="text-align: center;">06/01/2007 - 05/31/2008</p> <table border="1" data-bbox="824 464 1287 835"> <thead> <tr> <th>Place</th> <th>Average Population</th> </tr> </thead> <tbody> <tr> <td>NSP</td> <td>1,136.84</td> </tr> <tr> <td>CCL</td> <td>377.69</td> </tr> <tr> <td>CCO</td> <td>163.18</td> </tr> <tr> <td>DEC</td> <td>341.91</td> </tr> <tr> <td>LCC</td> <td>472.22</td> </tr> <tr> <td>NCCW</td> <td>297.3</td> </tr> <tr> <td>NCYF</td> <td>85.73</td> </tr> <tr> <td>OCC</td> <td>611.1</td> </tr> <tr> <td>TSCI</td> <td>901.14</td> </tr> <tr> <td>WEC</td> <td>78.45</td> </tr> </tbody> </table>	Place	Average Population	NSP	1,136.84	CCL	377.69	CCO	163.18	DEC	341.91	LCC	472.22	NCCW	297.3	NCYF	85.73	OCC	611.1	TSCI	901.14	WEC	78.45
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Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ADMINISTRATIVE SERVICES
Carlos Castillo Jr.
Director

ADDENDUM TWO

DATE: June 4, 2008
TO: All Vendors
FROM: Todd Dlouhy and Ruth Gray, Buyers
State Purchasing Bureau
RE: RFP Number 2505Z1

SCOPE OF ADDENDUM

Site Visit Schedule

June 16, 2008	June 17, 2008	June 18, 2008	June 19, 2008	June 20, 2008
0900 -1030 OCC/CCCO	0900 – 1030 NSP	0900 – 1030 NCCW	0900 – 1000 YRTC Kearney	Make Up (If Needed)
1100 – 1200 NCYF 1400 – 1530 TSCI	1130 – 1300 LCC/DEC 1330 – 1430 CCCL 1500 – 1600 Central Administration	1230 – 1330 YRTC Geneva	1300 – 1400 WEC	Make Up (If Needed)

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Site Contact List

Site ID	Site Name	Street	Contact Name	Contact Phone
1137	NEB_DOC-Comm Corrections Center/Lincoln	2720 West Van Dorn	Jerry Rotschafer	4024716265
1140	NEB_DOC-Diagnostic And Evaluation Center	3220 West Van Dorn	Sgt. Clinkenbeard	4024796382
1142	NEB_DOC-Lincoln Correctional Center	3216 West Van Dorn Street	Tanja White	4024796109
1143	NEB_DOC-Correctional Center For Women	1107 Recharge Road	Chasie Peters	4023623317x202
1144	NEB_DOC-Correctional Youth Facility	2610 North 20th Street East	Lt. Brad McDonnell	4029977465
1145	NEB_DOC-Nebraska State Penitentiary	4201 S 14th Street	Ann Nortman	4024793351
1146	NEB_DOC-Omaha Correctional Center	2323 Avenue J	Lt. Rob Britten	4025953963
1148	NEB_DOC-Comm Corrections Center/Omaha	2320 Avenue J	Lt. Rob Britten	4025953963
1149	NEB_DOC-Work Ethic Camp/McCook	2309 North Highway 83	Kyle Clapp	3083458405x251
1150	NEB_DOC-Youth Rehab&Treatment/Geneva	855 North 1st Street	Richard Wehland	4027593164x238
1152	NEB_DOC-Youth Rehab&Treatment/Kearney	2802 30th Avenue	Deb Murrish	3083382005
1157	NEB_DOC-Correctional Services/Admin	Folsom and W Prospector Place	Terry Ewing	4024795705
2975	NEB_DOC-Tecumseh State Correctional	2725 North Hwy 50	Dominic Witherspoon	4023355998
7917	NEB_DOC-Correctional Services/Admin 2	Folsom and W Prospector Place	Terry Ewing	4024795705

Names and contact information contained in the Site Contact List are for reference purposes only. All vendors must contact Terry Ewing at 402-479-5705 to notify their intent to participate in the Site Visits.

This addendum will become part of the proposal and should be acknowledged with the RFP.

MONTHLY DEBIT CALL AVERAGES

	<i>International</i>	<i>Local</i>
COMMUNITY CORRECTIONAL CENTER LINCOLN		
Calls	49	458
Minutes	376	4,227
DIAGNOSTIC & EVALUATION CENTER		
Calls	22	252
Minutes	141	2,382
LINCOLN CORRECTIONAL CENTER		
Calls	43	232
Minutes	303	2,649
NEBRASKA CENTER FOR WOMEN		
Calls	7	36
Minutes	50	316
NEBRASKA CORRECTIONAL YOUTH FACILITY		
Calls		380
Minutes		3,581
NEBRASKA STATE PENITENTIARY		
Calls	157	1388
Minutes	877	15,782
OMAHA CORRECTIONAL CENTER		
Calls	62	3492
Minutes	345	34,709
WORK ETHIC CAMP		
Calls		10
Minutes		44
TECUMSEH ST CORRECTIONAL FACILITY		
Calls	63	21
Minutes	527	237

<i>Intralata</i>	<i>Intrastate</i>	<i>Interstate</i>	TOTALS
328	979	256	2069
3,105	9,279	2,558	19,544
130	1139	284	1826
1,236	11,170	2,875	17,804
188	827	231	1521
2,132	9,434	2,697	17,214
502	1346	321	2212
4,737	13,030	2,929	21,061
43	101	43	567
440	1,026	443	5,489
461	2764	992	5763
4,924	30,503	10,639	62,725
241	704	511	5010
2,586	6,968	5,396	50,004
109	309	59	487
1,175	2,883	560	4,662
621	1677	654	3035
6,645	18,565	7,130	33,103

**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL
FOR CONTRACTUAL SERVICES FORM**

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
2505Z1	May 30, 2008
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 8, 2008 2:00 p.m. Central Time	Todd Dlouhy/Ruth Gray

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services, Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 2505Z1 for the purpose of selecting a qualified contractor to provide Inmate Calling Services.

Written questions are due no later than June 10, 2008, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Site Visits will be conducted from June 16, 2008 through June 20, 2008. Reference Section I.B Site Visits for further information.

Bidder should submit one (1) Original and six (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the Original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. NO late proposals will be accepted. NO electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://www.das.state.ne.us/materiel/purchasing/>

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies that they maintain a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something added or to be added.

Agency: Any State agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. If the contract is written, it can be amended only in writing.

Amendment: Written correction or alteration.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid in response to a solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Calendar Day: Every day shown on the calendar, Saturdays, Sundays and holidays included.

Collusion: A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires

identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contractor: Any person or entity that supplies goods and/or services.

Contract For Services: Any contract that directly engages the time or effort of an independent contractor whose purpose is to perform an identifiable task, study, or report rather than to furnish an end item of supply, goods, equipment, or material.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the Contract.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Installation Date: The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the Contract.

Mandatory: Required, compulsory or obligatory.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Required, compulsory or obligatory.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the Contractor's CPU's or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under Contract to the State.

Performance Bond: A bond given by a surety on behalf of the Contractor to ensure the timely performance of a Contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the Contractor to the State.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any "Critical Program Error."

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the Contract for use by the State.

Project: The total of all software, documentation, and services to be provided by the Contractor under this Contract.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would

give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant Contract, brought by a prospective bidder, a bidder, a Contractor, or other interested party to Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Shall: Denotes the imperative, required, compulsory or obligatory.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Specifications: The information provided by or on behalf of the Contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the Contractor, including the documentation and User's Manuals described herein.

System: Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning as an entity.

Termination: Occurs when either party pursuant to a power created by agreement or law puts an end to the Contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Vendor: An actual or potential Contractor; a Contractor.

Will: Denotes the imperative, required, compulsory or obligatory.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services, Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 2505Z1 for the purpose of selecting a qualified Contractor to provide Inmate Calling Services.

A Contract resulting from this Request for Proposal will be issued for a period of five (5) years from date of contract award, with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	05/30/2008
2.	Last Day to Submit First Round Written Questions	06/10/2008
3.	State Responds to First Round Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	06/13/2008
4.	Site Visits Reference Section I.B Site Visits	06/16/2008-06/20/2008
5.	Last Day to Submit Second Round Written Questions	06/25/2008
6.	State Responds to Second Round Written Questions Through Request for Proposal Addendum and/or Amendment to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm Last	06/30/08
7.	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	07/08/2008 2:00 p.m. Central Time
8.	Review for Conformance of Mandatory Requirements	07/08/2008
9.	Evaluation Period	07/09/2008-07/11/2008
10.	Oral Interviews/Presentations and/or Demonstrations (if required)	07/16/2008-07/17/2008
11.	Post Letter of Intent to Contract to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	07/21/08
12.	Submit Performance Bond	08/08/2008
13.	Contract Award	08/15/2008
14.	Contractor Start Date	08/18/2008

B. SITE VISITS

The State of Nebraska, Nebraska Department of Correctional Services (NDCS) and Department of Health & Human Services, Youth Rehabilitation & Treatment Centers (DHHS/YRTC) offer Bidders the opportunity to visit State NDCS and DHHS/YRTC facilities. The Site Visits will be scheduled in accordance with the dates in the Schedule of Events through the State contact named below. Bidders will be responsible to be present and on time at the scheduled dates, times and locations. Site Visit schedule will be posted as an addendum to the RFP. NDCS and DHHS/YRTC representatives will be named prior to the Site Visits. The NDCS and DHHS/YRTC representatives will escort Bidders to each location to view inmate/youth calling services telecommunication facilities, operations and equipment. Any questions regarding the Site Visits shall be addressed in writing and submitted with the second round of written questions. (Verbal responses provided during the Site Visits shall not be binding on the State of Nebraska.) Questions must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 2505Z1; "Inmate Calling Services RFP". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Todd Dlouhy/Ruth Gray, showing the total number of pages transmitted, and clearly marked "RFP Number 2505Z1; "Inmate Calling Services RFP". Bidders must contact Terry Ewing at terry.ewing@nebraska.gov , 402-479-5705 to notify the State of their intent to visit these facilities.

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Todd Dlouhy/Ruth Gray
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Inmate Calling Services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as provided in the Proposal Instructions will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price Contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the Contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the Contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a Contractor is preliminarily selected, as documented in the Intent to Contract, that Contractor is restricted from communicating with State staff until a Contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing Contracts or obligations;
3. State staff and/or Contractor staff present at the Site Visits when recognized by the Department of Correctional Services staff facilitating the Site Visits; and

4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a Contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 2505Z1; Inmate Calling Services Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Todd Dlouhy/Ruth Gray, showing the total number of pages transmitted, and clearly marked "RFP Number 2505Z1; Inmate Calling Services Questions".

Written answers will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a Contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

F. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and six (6) copies of the entire proposal should be submitted. The copy marked "Original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified on the face of each container. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location specified in the Schedule of Events. Proposals will be available for viewing after the proposal opening.

H. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reasons.

I. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

J. EVALUATION

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. The Executive Summary;
2. Corporate Overview shall include but is not limited to;
 - a. The ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of this Request for Proposal;
 - b. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. Whether the bidder can perform the Contract within the specified time frame;
3. Technical Approach; and
4. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal for Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

L. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. The signed Request for Proposal for Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

M. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, Contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

N. FOREIGN CORPORATION, CERTIFICATE OF AUTHORITY

As per Neb. Rev. Stat. § 21-20, 168, a foreign corporation may not transact business in this state until it obtains a certificate of authority from the Secretary of State. It is the bidder's responsibility to ensure their company is in compliance with Statutes. The certificate must be submitted with the RFP response or before a contract award. Bidders without such certificate will not be allowed to finalize a contract nor perform work under this RFP.

Neb. Rev. Stat. § 21-20, 168

1. A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Secretary of State.
2. The following activities, among others, shall not constitute transacting business within the meaning of subsection (1) of this section:
 - a. Maintaining, defending, or settling any proceeding;
 - b. Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs;
 - c. Maintaining bank accounts;
 - d. Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities;
 - e. Selling through independent contractors;
 - f. Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this state before they become contracts;
 - g. Creating or acquiring indebtedness, mortgages, and security interests in real or personal property;
 - h. Securing or collecting debts or enforcing mortgages and security interests in property securing the debts;
 - i. Owning, without more, real or personal property;
 - j. Conducting an isolated transaction that is completed within thirty days and that is not one in the course of repeated transactions of a like nature;
 - k. Transacting business in interstate commerce; or
 - l. Acting as a foreign corporate trustee to the extent authorized under section 30-3820.
3. The list of activities in subsection (2) of this section shall not be construed as exhaustive.
4. The requirements of the Business Corporation Act shall not be applicable to foreign or alien insurers which are subject to the requirements of Chapter 44.

Source:

Laws 1995, LB 109, § 168

Laws 2003, LB 130, § 113

It is the bidders responsibility to ensure their company is in compliance with Statutes. Failure to be properly registered will void any contract award.

O. NONRESIDENT CONTRACTOR, REGISTRATION; CONTRACT, REGISTRATION; EXEMPTIONS.

Neb. Rev. Stat. §77-3102 provides that contractors who are nonresidents of this state, desiring to engage in, prosecute, follow, or carry on the business of contracting within this state shall register with the Tax Commissioner. It is the bidders responsibility to ensure their company is in compliance with Statutes. Registration must be submitted with the RFP response or before a contract award. Bidders without such registration will not be allowed to finalize a contract nor perform work under this RFP.

Neb. Rev. Stat. § 77-3102

1. (1) In order that the State of Nebraska and the political subdivisions thereof may receive all taxes due in every instance, including contributions due under the Employment Security Law, contractors who are nonresidents of this state, desiring to engage in, prosecute, follow, or carry on the business of contracting within this state shall register with the Tax Commissioner.
2. (2) Each contract to which a nonresident contractor is a party shall be registered with the Tax Commissioner; PROVIDED, that where the total contract price or compensation to be received is less than twenty-five hundred dollars, the Tax Commissioner may waive the requirements of this subsection.

Source:

Laws 1969, c. 637, § 2, p. 2547

Cross References:

Employment Security Law, see section 48-601

It is the bidders responsibility to ensure their company is in compliance with Statutes. Failure to be properly registered will void any contract award.

P. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant Contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies it maintains a drug free work place.

Vendors are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with such terms and conditions. Additionally, bidder must clearly identify by subsection number, any exceptions to the terms and conditions and include an explanation as to why the bidder cannot comply with the specific term and condition and a statement recommending terms and conditions the bidder would find acceptable. Rejection of these terms and conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

The Contract resulting from this Request for Proposal shall incorporate the following documents:

1. The signed Request for Proposal form;
2. The original Request for Proposal document;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The Contractor's Proposal;
5. Any Contract Amendments, in order of significance; and
6. Contract Award.

Unless otherwise specifically stated in a Contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the Contract award, 2) Contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request for Proposal form, 6) the Contractor's proposal.

Any ambiguity in any provision of this Contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

All purchases, leases, or Contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend this Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. This Request for Proposal does not commit the State to award a Contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfpmanual/rfpmanual.htm>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The Contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. § 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any Contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the Contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the Contractor pursuant to this Contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this Contract. The Contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the Contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The Contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or Contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the Contractors' employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this Contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this Contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage \$1,000,000 combined
single limit

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance \$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The Contractor shall furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 521 S. 14th Street, Suite 104, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental Contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the Contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the Contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the Contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

The Contractor is solely responsible for fulfilling the Contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting Contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the Contract, without the prior written authorization of the State. Following execution of the Contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the Contract.

J. CONTRACTOR PERSONNEL

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the Contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any Contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. Any and all employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the Contract;
4. Maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder also certifies that no person having any such known interests or whose employment would be or appear to be a conflict of interest shall be employed during the performance of the Contract.

M. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting Contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid Contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the Contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

The Contractor may not assign the Contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party including as part of the sale in whole or part of the Contractor's operations or entity, and the Contract may not be involuntarily assigned or assigned by operation of law, without the prior written consent of the State, in the sole exercise of its discretion.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal become a part of the terms and conditions of the Contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the Contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

The Contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant Contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the Contract, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs, at all stages of said litigation as set by the hearing officer or court if the State is the prevailing party.

U. ADVERTISING

The Contractor agrees not to refer to the Contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the Contract. The Contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

X. NOTIFICATION

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A of this RFP. After the award of the Contract, all notices under the Contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder shall provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the Contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the Contract, all communication between Contractor and the State regarding the Contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the Contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

The Contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the Contract at any time.
2. The State, in its sole discretion, may terminate the Contract for any reason upon 30 days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Contract. In the event of cancellation the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the Contract immediately for the following reasons:
 - a. If directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Contract by its Contractor, its employees, officers, directors or shareholders;
 - e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. Second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the Contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the Contract. Should said funds not be appropriated, the State may terminate the Contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

The State may terminate the Contract, in whole or in part, if the Contractor fails to perform its obligations under the Contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of Contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of Contract does not waive the State's right to immediately terminate the Contract for the same or different Contract breach which may occur at a different time. In case of default of the Contractor, the State may Contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the Contract does not fulfill the requirements of the Request for Proposal/resulting Contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PENALTY

In the event that the Contractor fails to perform any substantial obligation under the Contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the Contract for the deliverables may result in an assessment of penalty due the State of \$1,000.00 dollars per day until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. PERFORMANCE BOND

The selected Contractor will be required to supply a certified check or a bond executed by a corporation authorized to Contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the Contract to include any renewal and/or extension periods. The amount of the certified check or bond must in the amount of \$300,000.00. The check or bond will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the Contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

EE. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the Contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

The State hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by the Contractor, to pay to the Contractor when the terms and conditions of the Contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the Contract.

II. AUDIT REQUIREMENTS

All Contractor books, records and documents relating to work performed or monies received under the Contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the Contract, the Contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the Contract for which an exception has been taken or which has been disallowed because of such an exception. The Contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

JJ. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

KK. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the Contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the Contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

LL. CHANGES IN SCOPE/CHANGE ORDERS

The State may, at any time with written notice to the Contractor, make changes within the general scope of the Contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of Contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor for any extra work so ordered shall be determined in accordance with the unit prices of the Contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the Contract shall not be deemed a modification requiring a change order.

MM. LIMITATION OF LIABILITY

The Contractor agrees that there will be no limitation to the Contractor's liability under the Contract.

NN. SEVERABILITY

If any term or condition of the Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

OO. CONFIDENTIALITY

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

PP. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate

package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. PRICES

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the Contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the Contract and all prices in addition, which the Contractor may charge under the terms of the Contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such

violation. Prices quoted shall not be subject to increase throughout the Contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

The State will compile the final scores for all parts each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the Contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the Contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the Contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (Indemnified Parties) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature; including investigation costs and expenses, settlement costs, and attorney fees and expenses (Claims), sustained or asserted against the State arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, provided the Contractor shall not be liable hereunder to indemnify the State against liability for damages arising out of bodily injury to people or damage to property caused by or resulting from the gross negligence or willful misconduct of the State, its agents, or employees.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the Indemnified Parties from and against any and all Claims, to the extent such Claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees,

subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the Claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

3. JUDGMENT

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any Intellectual Property for which the Contractor has indemnified the State, the Contractor shall at the Contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

4. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the Indemnified Parties from and against any Claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

WW. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan which includes, but is not limited to equipment, personnel, facilities, and transportation in order to continue services as specified under these specifications in the event of a disaster. Please provide a brief description of your Disaster Recovery/Back Up Plan.

YY. TIME IS OF THE ESSENCE

Time is of the essence in this Contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

ZZ. RECYCLING

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. § 81-15, 159).

AAA. DRUG POLICY

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska is currently seeking qualified vendors to submit proposals for furnishing, installing, and maintaining an Inmate Telephone System for use in all present and future correctional facilities. The intent of this RFP is to award a single statewide contract that will enable inmates at all State Correctional facilities and youth at the Department of Health and Human Services rehabilitation and treatment centers to make collect, debit, and pre-paid calls from State facilities. The State will require inmate access to local, IntraState, InterState and International calling. The State has special security requirements and has a prime objective of controlling inmate telephone usage and limiting the use of the telephone system for fraudulent activity.

The system at each NDCS/YRTC facility must allow for investigative personnel located either at the facility or central administration to remotely access each of the systems via a secure, password protected method. Specified NDCS/YRTC personnel must have the ability to change or modify or view any privileges or restrictions pertaining to inmates at their facility.

The system features should include, but are not limited to: central and remote site network administration, centralized system database, automated operator, call branding, call blocking, three-way call detect, call forwarding detect, answering supervision, call duration limits and other inmate/youth calling restrictions, call monitoring and recording, hot number tracking and system reporting. The vendor shall install and operate prison inmate/youth telephones and all related equipment including wiring for the inmate/youth telephones, installation, and any related hardware and software/firmware specifically identified in this RFP without cost to State.

The vendor may include any other information that is believed to be relevant to this procurement but not specifically asked for in this RFP. Vendor may explain in detail any innovation, alternatives or more cost effective approaches available in any area of this RFP. Vendor may provide suggestions of other products or services available that may assist the State.

The term of any contract awarded as a result of a proposal shall be five (5) years with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties. During the term of the contract circumstances beyond the control of the state may result in increases or decreases in revenue, as well as increase or decreases in required equipment and/or services. Such circumstances include, but are not limited to, increase/decrease in inmate population, in number of telephones and/or in number of correctional facilities. The committee representing the Office of the Chief Information Officer hereafter referred to as the OCIO and Nebraska Department of Correctional Services hereafter referred to as the NDCS maintains sole authority to increase or decrease the quantity of facilities, inmate telephones, equipment and service.

Bidders must indicate their understanding and willingness to comply with the requirements of this RFP. In any case where the Bidder does not take written exception to requirements it will be understood that the Bidder intends to comply fully. In cases where the Bidder cannot comply with a requirement, the Bidder must state so immediately following the requirement in their proposal. The requirements in this RFP are based on the needs of the State and points will be deducted from Bidder's score for either non-compliant or partially compliant responses.

B. PROJECT ENVIRONMENT

The Nebraska Inmate Calling System presently consists of twelve (12) facilities located throughout the State. Below is a list of facilities and locations. Attachment I shows each facility and their average monthly minutes.

<u>LOCATION</u>	<u>CITY</u>
Nebraska State Penitentiary	4201 South 14 th Street Lincoln, Nebraska
Lincoln Correctional Center	3216 West Van Dorn Lincoln, Nebraska
Diagnostic & Evaluation Center	3220 West Van Dorn Lincoln, Nebraska
Community Correctional Center Lincoln	2720 West Van Dorn Lincoln, Nebraska
Omaha Correctional Center	2323 Avenue "J" Omaha, Nebraska
Youth Rehab and Treatment Center	855 North 1 ST Street Geneva, Nebraska
Youth Rehab and Treatment Center	2802 30 th Avenue Kearney, Nebraska
Community Correction Center Omaha	2320 Avenue "J" Omaha, Nebraska
NE Correctional Center for Women	1107 Recharge Road York, Nebraska
Work Ethic Camp	2309 North Highway 83 McCook, Nebraska
Nebraska Correctional Youth Facility	2610 North 20 th Street East Omaha, Nebraska
Tecumseh State Correctional Institution	2725 North Highway 50 Tecumseh, Nebraska

C. PROJECT REQUIREMENTS

Contractor must provide, install, and maintain at their expense all equipment, servers, workstations, telephones, telephone lines, cabling, recording equipment, and any other incidentals necessary to provide inmate calling services as proposed. The State of Nebraska will not be responsible for any costs associated with the implementation or ongoing maintenance of this service. Although some cabling may be available for contractor use, it will be the contractor's responsibility to maintain all cable associated with their system.

Contractor will be required to provide at least one full time (40 hours per week) system administrator. Additional staff may be required by the contractor to fulfill the contractor's

responsibilities. This administrator must be trained and equipped to perform all functions related to the day to day operation and maintenance of the inmate calling systems including, but not limited to: State personnel training, line testing, equipment testing, telephone replacement, telephone repair, database information collection, data input, report generation, recording system operation, and misc. maintenance. This individual will be employed by the contractor with a full time commitment to work on the State of Nebraska account only. System administrator will be provided workspace at the NDCS central administrators office located in Lincoln, NE and will be expected to work from that space.

NDCS shall retain final authority on all telephone/system placement and count. At any time the State may require the addition or removal of individual telephones, or complete systems, as State needs dictate.

Contractor must be able to provide and install complete systems for State facilities that may open at future dates within ninety (90) days from written notification.

All system equipment and software will remain the property and responsibility of the contractor with the exception of digital recording media and call detail records. All digital call recordings and call detail records will become the property of the NDCS.

Without question, the NDCS retains the right to suspend inmate calling indefinitely for security purposes. This suspension may occur at any level to include Statewide. Inmate calling will only be suspended when absolutely necessary, and will be restored as soon as possible.

The Contractor will be solely responsible for the ordering of, payment for, maintenance of, and troubleshooting on all local or interexchange telephone company lines or services necessary to provide inmate calling service. The contractor will be responsible for all telephone company coordination necessary to install, operate, and maintain their service. The contractor will be solely responsible for the integration and compatibility of the service with any and all circuits and facilities as may be provided by the local telephone company and/or carriers. The contractor will pay all invoices from any provider of ancillary or supporting service that is associated with the provision of those services in a timely manner.

The contractor will not be authorized to obligate State funds.

The NDCS or the OCIO will give all orders for installation, removal, or modification in writing. The contractor will not install, modify, remove, or make any changes to service without written approval.

D. BUSINESS REQUIREMENTS

1. Commissions

To keep inmate calling rates as low as possible, The State of Nebraska will not accept a commission from the Inmate Calling Services.

2. Rates

Per minute charges must be flat rate twenty-four (24) hours a day, seven (7) days a week.

Rates must remain stable for the life of the contract to include the two (2) additional one (1) year renewal periods. Rate increases will not be entertained by the State of Nebraska. Bidders must provide their proposed rates for all categories listed on

Attachment II. Failure to provide rates as outlined may be grounds for rejection of proposal

Any and all charges billable to the inmates and their families must be detailed in the Bidder's cost proposal. Vendors may not assess any charges to any party in connection with this service that are not outlined in their proposal response.

3. Collect Billing

The Bidder must provide a list of Local Exchange Carriers (LEC), and Competitive Local Exchange Carriers (CLEC) names and Operating Company numbers for every LEC and CLEC at which the Bidder has an established collect billing arrangement. Collect calls to parties whose local telephone service is provided by a LEC or CLEC appearing on this list must not be blocked for any reason except in the event that the LEC or CLEC itself has placed a collect call restriction on that telephone line, or the line has been ported from a billable LEC to a CLEC. If collect calls are blocked due to LEC or CLEC restriction, the nature of this restriction must be presented to the NDCS/OCIO within twenty-four (24) hours of request.

The Bidder must detail how called parties are billed when they have either "collect calling blocks", or a line serviced by a LEC which the contractor does not have a direct collect billing agreement. If called party is required to contact the contractor in order to establish an account, provide the toll free number that is available for this purpose. This number must be answered within six (6) minutes.

If direct billing accounts must be established for called parties who cannot be billed directly from the local carrier, contractor may not ask called parties for any type of pre-payment or deposit at the time of account establishment. Calling from the inmate to these called party numbers must be available within twenty-four (24) hours of account establishment.

Due dates on all invoices must be no sooner than fifteen (15) days from invoice mailing. Contractor may not block calling to a direct billed number unless the account is thirty (30) days past due. Contractor may require a deposit not to exceed \$75.00 to restore calling for any account that has not been paid within thirty (30) days of bill due date.

Contractor will be required to certify to the State in writing, on a yearly basis that they have completed a self audit of rates, and that called parties have been billed in accordance with the contract award rates. Contractor will be required to provide an electronic copy of ALL collect call detail files that are sent to local exchange carriers or third party billing companies to the State on at least a quarterly basis. This file must contain originating facility, called to number, date, time, and charge for each call detail record billed. Contractor will be required to provide a refund within sixty (60) days of request for any calls that are either billed in error, billed incorrectly, or do not appear on the monthly call detail file sent to the State. Rates will be audited periodically by the State to ensure accuracy. Call detail records will be periodically checked against call records on the system itself. Call detail records must match system records. If discrepancies become excessive, the State may hire an independent party to perform complete monthly audits of call records until discrepancies are taken care of at the contractor's expense.

4. Debit Recharge

Dollar values to inmate accounts will be sold directly to inmates by facility staff. The State will compile a daily file on all sales and provide to the contractor. Contractor must add dollar values to inmate accounts within eight (8) hours of receipt. The Contractor must explain their procedure for accounting of inmate debit balances.

5. Debit Billing

The NDCS will not allow for plastic pre-paid calling cards and requires that all pre-paid time purchased by inmates at all facilities be added to their accounts in the time specified in Section IV.4 Debit Recharge. Contractor shall invoice the NDCS on a monthly basis for the combined dollar values added to inmate accounts during the previous calendar month, less refunds made to released inmates. Billings should be sent in one of the following methods:

NDCS Accounts Payable
P. O Box 94661
Lincoln, Nebraska 68509

Or via email to NDCS.accountspayable@nebraska.gov

The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to and from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to resolve this requirement are as follows:

- a. Connect Direct software
- b. SFTP server with public key authentication
- c. FTP SSL/TLS server
- d. FTP client utilizing VPN

The State will provide the contractor with a monthly file listing inmate releases. This file will be provided to the Contractor on the 5th of each month. Each inmate release file will include inmate name, inmate number, and release date. The contractor will be required to return that file by the 10th day of the same month and add the amount of funds remaining on each inmate's debit account so that refunds can be made to the inmate by the State. The total amount of refunds will be deducted from that months payment to the contractor.

6. Prepay by Inmate Families

Vendors may require inmate families to "Pre-pay" for services if those families do not meet the Vendor's creditworthiness requirements for collect calling. When Pre-pay is required, the Vendor must be able to accept payment from inmate families using credit cards, debit cards, personal checks, and money orders. All monies paid to the vendor by inmate families will be credited to the families account and decremented at a rate equal to those in the bidder's cost proposal. Inmate family pre-pay accounts are considered "Debit" accounts and will be subject to the Debit calling rate. Contractors may charge a fee to cover the cost of accepting credit card payments from inmate families however, that fee may not exceed 5% of the total transaction. The contractor may not charge any additional processing fees when inmate families pay using methods other than credit/debit cards except for insufficient check fees. Bidders must outline their entire policy for Pre-pay in their bid proposal.

E. TECHNICAL REQUIREMENTS

1. General Calling Requirements

Nebraska inmates are allowed fifteen (15) cumulative minutes per day to place calls. The Bidder's system must be able to accumulate all daily call totals for each inmate and suspend calling once the cumulative fifteen (15) minute time limit has been reached. This includes any calls that may be in progress. Systems that are not able to limit calling for each inmate to fifteen (15) minutes per day will be rejected. This cumulative call limit must be adjustable.

Inmates must be able to place calls using a nine (9) digit PIN that will be comprised of a five (5) digit NDCS number and a four-digit number, which must be randomly generated by the contractor's system. This nine (9) digit PIN must be unique, and will be used to identify each inmate account on the contractors system.

The system proposed must be capable of giving inmates the option of completing calls either on a collect basis, or by using their debit account.

All calls must be branded in the following manner: "You have a collect call from (inmate first and last name) at (correctional facility name) in (city) Nebraska. If you wish to accept this call, please press or say "5."

Called parties must be able to accept calls by pressing the "5" button, reject calls by pressing the "1" button, and block all collect calls from Nebraska facilities by pressing the "2" button.

The Bidders system must be able to record inmate telephone calls, and recordings must be easily accessible to State personnel.

2. Account/PIN Administration Requirements

When inmate accounts are established, inmates will provide a list of up to twenty (20) telephone numbers. These numbers must be programmed into an inmate "allowed call list". Inmates will only be permitted to dial numbers that appear on their "allowed call list.

The contractor provided system administrator will be responsible for creating and maintaining inmate calling accounts. All accounts must be created within twenty-four (24) hours of receipt. The Contractor will utilize NDCS provided registration forms.

System Administrator will be required to pre-record the announcement of the inmate's committed name or legal name change (first and last name) when creating account. System must not allow inmate to record his/her own name at any time. The inmate must be electronically blocked from hearing or communicating with the called party until the call is accepted. Inmate's voice will not be used during any announcement. Electronic security measures must prevent an inmate from interfering with or altering an announcement.

At least two (2) staff members at each NDCS/YRTC facility must be trained to create and maintain inmate accounts in the event that system administrator is not available. Method of training should include user manual, instructor presentation, or powerpoint presentation.

3. Collect Calling Requirements

The system must function as follows:

- a. Inmate goes off-hook, and is prompted to enter a nine (9) digit PIN.
- b. Inmate is then given an automated option to place a collect call or a debit call.
- c. Inmate selects option to place collect call.
- d. Inmate dials number.
- e. System validates dialed number against the inmates individual "allowed number list" and then places inmate on hold.
- f. System places call.
- g. When called party answers, system prompts called party to either accept or reject the call.
- h. Either a call path is established, or inmate is notified that call was not completed, and the reason for unsuccessful completion.

4. Debit Calling Requirements

The system must function as follows:

- a. Inmate goes off-hook, and is prompted to enter a nine (9) digit PIN.
- b. Inmate is then given an automated option to place a collect call or a debit call.
- c. Inmate selects option to place a debit call.
- d. System plays the remaining dollar amount on card.
- e. Inmate dials number.
- f. System validates dialed number against the inmates individual "allowed number list" and then places inmate on hold.
- g. System places call.
- h. When called party answers, system prompts called party to either accept or reject the call.
- i. Either a call path is established, or inmate is notified that call was not completed, and the reason for unsuccessful completion.

5. Recording Requirements

Inmate calls must be recorded, and easily accessible to State personnel. Call recordings must be held on redundant hard drives.

The Bidder's system must be capable of locating call recordings by inmate name, inmate PIN, date, inmate telephone, or called to number.

Call recordings must be easily copied to CD or DVD. CD/DVD burners must be available on all work stations provided by the contractor.

Each site must be capable of storing six (6) months of call recordings on the system hard drive for immediate access. Once call recordings become six (6) months old, the system must automatically download them to a permanent storage media. Permanent storage media must hold six (6) months of call recordings, and be stored at NDCS. Call records stored on permanent media must be easily accessible and searchable.

The contractor provided system administrator must be restricted from monitoring inmate calls.

The NDCS has collected an extensive database of call recordings. Bidder shall describe how they would integrate that data into their system so that seamless access to old and new call recordings can be accessed in a uniform manner.

6. System Security Requirements

The Bidder's system must be capable of screening, detecting, and eliminating any efforts by the called party to transfer or originate a 3-way call. Explain in detail your systems solution for detecting and eliminating these types of calls. If your system is capable of disconnecting these types of calls, the use of this feature must be programmable and controlled by State personnel.

The State reserves the right to shut down inmate telephones and/or limit inmate access to telephone calls in any or all areas of a particular facility as needed. Explain how this function can be managed with your system.

Inmate telephones must be restricted from out-pulsing any DTMF digits once the call has been connected.

Contractor must provide the proposed system with audit software that keeps track of access to system, i.e. time and date of all workstation logins, time spent logged in, changes made while logged in, etc. This access information will only be available to the NDCS Special Services Administrator. Explain how your system accomplishes this.

The Bidder system must have a "Call Alert" feature. This feature will alert staff that a designated inmate is making a call, or that an inmate is placing a call to a designated telephone number.

System administrator security should be available at varied levels of system access. Explain how your system restricts access to particular features or programs based on administrator login.

Cellular and IP telephones present a security concern and need to be identified. The Bidder must state in their RFP options for flagging all call detail and recordings on calls made to cellular and IP phones. Bidder must explain options available to the NDCS for identifying cellular and IP numbers.

7. Workstation Requirements

A minimum of two (2) workstations will be required at NSP, LCC, OCC, DEC, and TSCI. Six (6) workstations are required at the Central administrator's office in Lincoln, NE. two (2) for use by Contractors system administrator, one (1) by NDCS Special Services Administrator, one (1) for NDCS Intelligence Coordinator, one (1) for Central Administration Accounting and one (1) for the NDCS Investigators office. All other locations will require one (1) workstation.

Each Contractor provided workstation must have access to call detail records, inmate account information, call recordings, and configuration for all correctional facilities regardless of its location.

The ability to create and manage case files on each workstation must be available. Case files for ALL workstations must be accessible from the NDCS Special Services Administrator workstation. Explain the method of case file management available with your system.

Where two (2) workstations are at any one (1) site, the ability to share case files between workstations must be available.

Each workstation must be supplied with an inkjet printer and a 17" monitor.

It is desirable that spare workstations and individual workstation components be readily available onsite, however contractor will be required to repair or replace any faulty workstation or workstation component within forty-eight (48) hours.

NDCS requires that personnel have access equal to that of the workstations from offsite computers via the Internet. Contractor must explain their method for meeting this requirement.

8. Network Requirements

The type of data network used will be the responsibility of the contractor, however all site information to include recording and monitoring must be made available to the central administration workstations on a "real time" basis.

The type of voice network used will be the responsibility of the contractor. A Voice Over Internet Protocol (VOIP) solution will be permitted, however the contractor must provide some type of redundancy so that facilities are never isolated from electronic monitoring from the Central administration site.

All data and telephone network used by the contractor provided system must be installed, maintained, and paid for by the contractor. At no time will the contractor be permitted to use State resources.

All inmate telephones must be capable of functioning simultaneously. This will require a 1:1 ratio of telephones to outside lines.

9. Telephone Equipment Requirements

All inmate telephones will be provided by contractors and must be heavy-duty wall mount phones to include:

- a. Hearing aid compatibility
- b. DTMF signaling
- c. Fully FCC and U.L. approved
- d. ADA compliant and compatible with TDD devices
- e. Armored cords
- f. Volume control

Telephone types and counts for each facility can be found in attachment 1a.

Contractor must provide a portable telephone at each facility for use in segregation units and hospitals as indicated in Attachment 1a.

Contractor must provide one (1) TDD unit at each facility location as indicated in Attachment 1a. Additional TDD units shall be provided as requested by NDCS. Digital monitoring capabilities must be available for TDD units.

Inmate telephones must be line powered.

Telephones placed in State facilities must utilize sturdy, high security construction, and have armored handset cords. Contractor should provide as an attachment a photo and specifications of the telephone sets proposed.

10. System/Server Requirements

Contractor must provide a sufficient number of uninterruptible power supplies so that all AC powered components of the system have surge protection, line conditioning, and minimum 30 minutes backup power. System server must be capable of recovering from complete loss of power automatically and without intervention from State personnel.

The Bidder's system must allow for programming of time frames when calls may or may not be placed. These calling windows must be programmable on a site-by-site basis.

The Bidder's system must have the ability to block telephone numbers on a global basis. The NDCS maintains a list of telephone numbers that must be blocked from access by the entire system.

For the purpose of billing, and decrementing the inmate account, call timers may not begin until the inmate has an actual talk path established with the called party, and must end when one or both of the parties goes back on-hook.

The Bidder's system must be capable of storing all call records at each site location. System must be capable of producing real-time custom calling reports for investigative or auditing purposes. These reports must include all calls by PIN, called number, date, telephone used, etc. All reports should include date, time, originating number, terminating number, PIN, duration, and elapsed time.

The Bidder's system must restrict incoming calls, however must be programmable to allow incoming calls during emergency situations.

The Bidder's system must be capable of processing calls and making announcements in both English and Spanish. The ability to add additional languages must be available. System announcement capabilities must be programmable, and the NDCS will approve all automated language prior to being put into production.

The Bidder's system must be capable of playing periodic voice overlays announcing that the current call is being placed from the (name, city, and state of the corrections facility). These announcements must be played at random intervals, no more than twice per fifteen (15) min call, and must be audible to the called party. Inmate voice must be muted during the playing of these announcements.

The Bidder system must allow for calling restrictions or suspensions at the individual account level. Individual inmate accounts must reside in the database for each facility Statewide. This will permit an inmate to be transferred from one facility to another without the need for establishing a new account.

Calling and time restrictions must be established at the facility level, and will vary from facility to facility depending on needs.

The proposed system including monitoring and recording equipment must be expandable with software upgrades as they become available and are approved by the State. These upgrades must be performed at no cost to the State.

All calls must be blocked in such a way that the inmate cannot hear the operator contact with the called party, or responses of the called party. Inmate call path must not be established until the called party has positively accepted the call.

The Bidder system must allow the person accepting the call (if call is collect) to inquire about the charge for a call prior to accepting it. How does bidder's proposed system meet this requirement?

Each server/system provided by the contractor must have a redundant hard drive that mirrors the operating system hard drive. This redundant drive must be capable of operating the system in its entirety in the event that the primary hard drive fails.

All data for each NDCS facility to include call detail records, call recordings, and platform operating system must be backed up daily. Backups whether on tape or hard drive media must be maintained in such a manner that they can be used to restore 100% operation to a site regardless of outage cause within 24 hours. Outages that are a result of corrupt or missing data must not last more than 24 hours. Processes for system backup, redundancy, and recovery must be outlined in the bidder's RFP.

11. Live Monitoring Requirements

The Bidder's system must allow for live monitoring of calls in progress from individual facility workstations as well as both central administration workstations. Staff must be able to monitor multiple calls simultaneously. The Bidder's system must be able to show all active calls on a single screen, and staff must be able to move from one call to another quickly. Moving from one call to another must take no more than five (5) seconds.

The Bidder provided system administrator must be restricted from monitoring inmate calls.

12. Service Level Requirements

The following service levels will be met by the Contractor. The Contractor will not substitute or deviate from these service levels.

- a.** CRITICAL- Any outage where more than 30% of the assigned system extensions OR 30% of the assigned extensions to any particular building OR 30% of the system trunks are not operational for any reason. Vendor must respond to critical service level issues within one (1) hour. This may include remote dial in, or dispatch. Vendor must make every possible attempt to restore service within four (4) hours. With the exception of LEC service issues, critical service level outages must be resolved, or alternative means of communications established within eight (8) hours. Vendor must provide a detailed report to the Office of the CIO within 48 hours of any critical outage. This report must outline the following:
 - i.** Time, date, and cause of outage
 - ii.** Time and date of first vendor response
 - iii.** Chronological list of actions taken to restore service
 - iv.** Name and contact number of person reporting outage

b. MAJOR- **Any** outage where more than 10% of the assigned system extensions OR 10% of the assigned extensions to any particular building OR 10% of the system trunks are not operational for any reason. Any instance where 10% or more of telephone calls are dropped or have static. Vendor must respond to major service level issues within three (3) hours. This may include remote dial in, or dispatch. Vendor must make every possible attempt to restore service within ten (10) hours. With the exception of LEC service issues, critical service level outages must be resolved, or alternative means of communications established within 16 hours. If a major outage is reported after business hours, it will be the vendor's responsibility to inform the caller that a charge may be incurred, and to offer the option to have the outage responded to on the next business day. If the caller chooses to wait until the next business day, the "clock" for response and resolution times will begin at 8:00 AM on that day. If the caller still requests after hours dispatch, the vendor may proceed with written authorization from the caller. An e-mail from a State Government e-mail address will be acceptable. (all State e-mail addresses end with (Nebraska.gov) Vendor must provide a detailed report to the Office of the CIO within seven (7) days of any major outage. This report must outline the following:

- i. Time, date, and cause of outage
- ii. Time and date of first vendor response
- iii. Chronological list of actions taken to restore service
- iv. The name and contact number of person reporting trouble

c. MINOR- A case where any assigned extensions, trunks, or system features are not operational, or are not functioning properly for any reason. Any instance where telephone calls are either dropped or have static. Incidents where features or functions of the telephone sets are not operating properly. Vendor must respond to minor service level issues within ten (10) hours. This may include remote dial in, or dispatch. Vendor must make every possible attempt to restore service within 24 hours. With the exception of LEC service issues, critical service level outages must be resolved, or alternative means of communications established within 36 hours. If a minor outage is reported after business hours it must not be handled by the vendor until the next business day. The "clock" for response and resolution times will begin at 8:00 AM on that day. Vendor must provide a detailed report to the Office of the CIO within 30 days of any minor outage. This report must outline the following:

- i. Time, date, and cause of outage
- ii. Time and date of first vendor response
- iii. List of actions taken to restore service
- iv. The name and contact number of the person reporting trouble

F. IMPLEMENTATION PLAN

1. Initial System Implementation and Installation

Contractor will be responsible for the creation of all existing accounts. Inmate account information can be provided to the contractor in an electronic format.

The contractor must designate a limited number of personnel, including the site administrator to participate in the system installation at State facilities. These personnel must pass a criminal identification (NCIC) and records check. They will also be prohibited from forming personal relationships of any kind with inmates, their friends, or their families.

The Bidder must provide a detailed plan for installation, test, and turn-up to the State. Cut-over of any individual facility shall not occur without prior approval of NDCS. Any changes in schedule must be approved by the State. Digital circuit and/or telephone line information must also be provided to include circuit ID numbers along with due dates.

G. PROVIDE POST IMPLEMENTATION SUPPORT

1. Customer Service Requirements

Contractor must provide 24 X 7 customer service, including holidays, to the State of Nebraska for the purpose of resolving problems with system hardware, software, calling functionality, recording functionality, and monitoring functionality.

Contractor must provide a dedicated contact to resolve all issues surrounding "Debit" transactions and accounting. The contractor must provide a trouble ticket system where each debit transaction issue is documented. The contractor must acknowledge receipt of each trouble ticket and respond to the State in writing on each resolution. All trouble ticket information and trending will be made available to the State upon request.

Contractor must assign a dedicated account representative other than the system administrator to the State of Nebraska account.

Contractor must be willing to replace either system administrator or account representative at the States request. The State will only make this request if attempts at corrective action have not resulted in the State's satisfaction.

2. System Alarm Monitoring and Reporting

It is expected that the contractor monitor all equipment including LEC access lines on a continuous 24 X 7 basis including holidays. Any problems that effect system functionality in any way must be reported to the State immediately. A contact list will be given upon contract award.

Contractor must provide a toll free number that will be answered by a live person. This number must be staffed 24 X 7 including holidays.

3. Trouble Reporting

Contractor must provide a detailed description of their escalation procedures. Upon award Contractor must provide a service escalation list to include names, office, cellular, and pager numbers.

Contractor must provide an automated trouble reporting system. Contractor must provide a 24-hour toll free number for reporting troubles.

H. DELIVERABLES

1. Installation Period

Installation at each facility must be completed and all Inmate calling service available no later than 8:00 AM Central Standard Time on November 27, 2008.

It will be the contractor's responsibility to keep the State informed of all timelines and work progress.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

The SIGNED "State of Nebraska Request for Proposal for Contractual Services" form;
Executive Summary;
Corporate Overview; and
Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies they maintain a drug free work place.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a Contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the Contract number(s) and/or any other information available to identify such Contract(s). If no such Contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a Contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder, or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a Contract terminated for convenience, non-performance, non-allocation of funds, or any other reason which termination occurred before completion of all obligations under the initial Contract provisions, describe fully all such termination including the name and address of the other contracting party, and the circumstances surrounding the termination. If no such early termination has occurred, so declare.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a) the time period of the project;
 - b) the scheduled and actual completion dates;

- c) the Contractor's responsibilities;
 - d) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
 - e) each project description shall identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
 - iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, subcontractors shall identify what share of Contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the Contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and

- iv. total percentage of subcontractor(s) performance hours.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections.

- a. Understanding of the Project Requirements;
- b. Proposed Development Approach;
- c. Technical Considerations;
- d. Detailed Project Work Plan; and
- e. Deliverables and Due Dates.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

- 2. Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

**FORM A
BIDDER CONTACT SHEET**

REQUEST FOR PROPOSAL NUMBER 2505Z1

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

ATTACHMENT I

Monthly Average Collect Calls		Interstate Interlata	Intrastate Interlata	Intrastate Intralata	Local	Grand Total
NEB_DOC-Comm Corrections Center/Lincoln	Total Calls	713	2,217	346	701	3,977
	Total Minutes	7,855	21,758	3,197	6,358	39,167
NEB_DOC-Correctional Center For Women	Total Calls	489	2,274	840	37	3,639
	Total Minutes	4,678	23,418	8,207	355	36,658
NEB_DOC-Correctional Youth Facility	Total Calls	127	430	56	691	1,304
	Total Minutes	1,250	3,739	616	6,520	12,125
NEB_DOC-Diagnostic And Evaluation Center	Total Calls	367	1,981	214	431	2,993
	Total Minutes	3,944	20,931	2,157	4,490	31,523
NEB_DOC-Lincoln Correctional Center	Total Calls	613	2,099	367	597	3,676
	Total Minutes	7,547	25,272	4,337	7,171	44,327
NEB_DOC-Nebraska State Penitentiary	Total Calls	1,418	4,853	823	2,025	9,118
	Total Minutes	17,953	59,021	10,076	23,431	110,480
NEB_DOC-Omaha Correctional Center	Total Calls	830	1,417	666	5,409	8,321
	Total Minutes	9,344	15,918	7,371	53,571	86,203
NEB_DOC-Tecumseh State Correctional	Total Calls	1,265	3,602	1,443	63	6,372
	Total Minutes	15,902	44,192	16,654	437	77,186
NEB_DOC-Work Ethic Camp/McCook	Total Calls	134	473	244	0	851
	Total Minutes	1,118	4,114	1,968	1	7,201
NEB_DOC-Youth Rehab&Treatment/Geneva	Total Calls	54	499	223	0	775
	Total Minutes	496	4,044	1,771	0	6,311
NEB_DOC-Youth Rehab&Treatment/Kearney	Total Calls	8	86	56	3	154
	Total Minutes	87	934	545	25	1,591
Grand Total Calls		6,016	19,931	5,276	9,957	41,180
Grand Total Minutes		70,174	223,341	56,899	102,358	452,773

Monthly Average Debit Calls	Local # calls	Intralata # calls	Interlata # calls	Interstate # calls	International # calls	International # calls
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THE MONTHLY DEBIT USAGE INFORMATION WILL BE POSTED AS AN ADDENDUM TO THE RFP.

ATTACHMENT 1a

Site Name	Qty of Wall Phones	Qty of Rollcarts with phones	Qty of TDD phones	Qty of cordless phones
NEB_DOC-Comm Corrections Center/Lincoln	20			
NEB_DOC-Correctional Center For Women	17			
NEB_DOC-Correctional Youth Facility	15			
NEB_DOC-Diagnostic And Evaluation Center	19	1		
NEB_DOC-Lincoln Correctional Center	18	1		2
NEB_DOC-Nebraska State Penitentiary	74	2	1	
NEB_DOC-Omaha Correctional Center	31	1	1	
NEB_DOC-Tecumseh State Correctional	64	8	1	1
NEB_DOC-Work Ethic Camp/McCook	5			
NEB_DHHS-Youth Rehab&Treatment/Geneva	11			
NEB_DHHS-Youth Rehab&Treatment/Kearney	12			
NEB_DOC_Community Corrections Center/Omaha	7			

ATTACHMENT II

Collect calling

- Local (per call rate only regardless of duration)
- Intralata
- Interlata/Intrastate
- Interstate
- International
(provide rates to each country
where collect calling is available)
- Per call surcharge

Per Minute Rate

Debit calling

- Local (per call rate only regardless of duration)
- Intralata
- Interlata/Intrastate
- Interstate
- International
(provide rates to each country
where debit calling is available)
- Per call surcharge

Per Minute Rate

ATTACHMENT A

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
2685 04

PAGE 1 OF 2	ORDER DATE 09/06/07
BUSINESS UNIT 9000	BUYER RUTH GRAY
VENDOR NUMBER: 3773547	
VENDOR ADDRESS: GLOBAL TEL * LINK 6612 E 75TH ST INDIANAPOLIS IN 46250-2875	

THE CONTRACT PERIOD IS SEPTEMBER 04, 2003 THROUGH NOVEMBER 26, 2007.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to provide Inmate Calling Systems for the State of Nebraska covering the period beginning November 27, 2002 through November 26, 2007 with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

1. The signed Request for Proposal form;
2. The original Request for Proposal document;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The Contractor's Proposal;
5. Any Contract Amendments, in order of significance; and
6. Contract Award.

Bid Documents and bid responses are available for viewing in the State Purchasing Bureau, 301 Centennial Mall South, Mall Level, Lincoln, NE 68508.

Agency Contacts: **Bob Howard**
DAS - Communications
Phone: 402-471-3720
bhoward@doc.state.ne.us

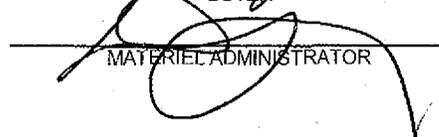
Terry Ewing
Department of Correctional Services
Phone: 402-471-2654
tewing@dcs.state.ne.us

- AMENDMENT 1 - Assignment of Contract to Global Tel Link Corporation (GTL).
- GTL to replace existing inmate telephone system with GTL Lazer NET telephone system.
 - GTL to implement Advance Pay Program.

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Inmate Calling System				0.00

This contract is to provide Inmate Calling Systems. This contract is at no cost to the State of Nebraska.

Total Order


 BUYER

 MATERIAL ADMINISTRATOR

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address:
<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.



RATE INFORMATION SHEET

LOCAL:

COLLECT: PER CALL SERVICE CHARGE: \$.75; CALL RATE \$.25 unlimited (total \$1.00)

DEBIT: \$.80

INTRALATA RATES:

COLLECT: PER CALL SERVICE CHARGE: \$.75; PER MINUTE CHARGE: \$.07

DEBIT: PER CALL SERVICE CHARGE: \$.60; PER MINUTE CHARGE: \$.056

INTERLATA (IN STATE)

COLLECT: PER CALL SERVICE CHARGE: \$.75; PER MINUTE CHARGE: \$.10

DEBIT: PER CALL SERVICE CHARGE: \$.60; PER MINUTE CHARGE: \$.08

INTERLATA (STATE TO STATE)

COLLECT: PER CALL SERVICE CHARGE: \$.75; PER MINUTE CHARGE: \$.20

DEBIT: PER CALL SERVICE CHARGE: \$.60; PER MINUTE CHARGE: \$.16

INTERNATIONAL:

NO COLLECT

DEBIT: \$.50 PER UNIT



International Card for Prison Market

	New	
Price per minute to Jail	\$1.00	
Commission	50.0%	
Example: Avg length of call	10	minutes

	Units Per Minute	Price Per Call
	New	New
ALBANIA	1	\$10.00
ALGERIA	1	\$10.00
AMERICAN SAMOA	1	\$10.00
ANDORRA	2	\$20.00
ANGOLA	1	\$10.00
ANGUILLA	1	\$10.00
ANTIGUA & BARBUDA	1	\$10.00
ARGENTINA	1	\$10.00
ARMENIA	2	\$20.00
ARUBA	1	\$10.00
ASCENSION ISLAND	4	\$40.00
AUSTRALIA	1	\$10.00
AUSTRIA	1	\$10.00
AZERBAIJAN	2	\$20.00
BAHAMAS	1	\$10.00
BAHRAIN	1	\$10.00
BANGLADESH	2	\$20.00
BARBADOS	1	\$10.00
BELARUS	1	\$10.00
BELGIUM	1	\$10.00
BELIZE	1	\$10.00
BENIN	2	\$20.00
BERMUDA	1	\$10.00
BHUTAN	3	\$30.00
BOLIVIA	1	\$10.00
BOSNIA - HERZEGOVINA	1	\$10.00
BOTSWANA	1	\$10.00
BRAZIL	1	\$10.00
BRITISH VIRGIN ISLANDS	2	\$20.00
BRUNEI DARUSSALAM	1	\$10.00
BULGARIA	1	\$10.00
BURKINA FASO	2	\$20.00



State of Nebraska Inmate Calling System

BURUNDI	1	\$10.00
CAMBODIA	3	\$30.00
CAMEROON	2	\$20.00
CANADA	1	\$10.00
CAPE VERDE ISLAND	2	\$20.00
CAYMAN ISLANDS	1	\$10.00
CENTRAL AFRICAN REP	3	\$30.00
CHAD	4	\$40.00
CHILE	1	\$10.00
CHINA	1	\$10.00
COLOMBIA	1	\$10.00
COMOROS & MAYOTTE ISLANDS	2	\$20.00
CONGO DEM. REP. OF (Zaire)	1	\$10.00
CONGO REP. OF	2	\$20.00
COOK ISLAND	3	\$30.00
COSTA RICA	1	\$10.00
CROATIA	1	\$10.00
CUBA	2	\$20.00
CYPRUS	1	\$10.00
CZECH REPUBLIC	1	\$10.00
DENMARK	1	\$10.00
DIEGO GARCIA	2	\$20.00
DJIBOUTI	2	\$20.00
DOMINICA	2	\$20.00
DOMINICAN REPUBLIC	1	\$10.00
ECUADOR	1	\$10.00
EGYPT	1	\$10.00
EL SALVADOR	1	\$10.00
EQUATORIAL GUINEA	2	\$20.00
ESTONIA	1	\$10.00
ETHIOPIA	2	\$20.00
FAEROE ISLANDS	2	\$20.00
FALKLAND ISLANDS	4	\$40.00
FIJI	1	\$10.00
FINLAND	1	\$10.00
FRANCE	1	\$10.00
FRENCH-GUIANA	1	\$10.00
FRENCH-POLYNESIA	2	\$20.00
GABON	2	\$20.00
GAMBIA	1	\$10.00
GEORGIA	1	\$10.00
GERMANY	1	\$10.00
GHANA	2	\$20.00
GIBRALTAR	1	\$10.00
GREECE	1	\$10.00



State of Nebraska Inmate Calling System

GREENLAND	2	\$20.00
GRENADA	2	\$20.00
GUADELOUPE	1	\$10.00
GUAM	1	\$10.00
GUANTANAMO BAY	2	\$20.00
GUATEMALA	1	\$10.00
GUINEA BISSAU	4	\$40.00
GUINEA REP. OF	1	\$10.00
GUYANA	3	\$30.00
HAITI	2	\$20.00
HONDURAS	2	\$20.00
HONG KONG	1	\$10.00
HUNGARY	1	\$10.00
ICELAND	1	\$10.00
INDIA	2	\$20.00
INDONESIA	1	\$10.00
IRAN	1	\$10.00
IRAQ	3	\$30.00
IRELAND	1	\$10.00
ISRAEL	1	\$10.00
ITALY	1	\$10.00
IVORY COAST	2	\$20.00
JAMAICA	1	\$10.00
JAPAN	1	\$10.00
JORDAN	1	\$10.00
KAZAKHSTAN	1	\$10.00
KENYA	2	\$20.00
KIRIBATI	2	\$20.00
KOREA, NORTH	5	\$50.00
KOREA, SOUTH	1	\$10.00
KUWAIT	1	\$10.00
KYRGYZSTAN	3	\$30.00
LAOS	3	\$30.00
LATVIA	1	\$10.00
LEBANON	1	\$10.00
LESOTHO	1	\$10.00
LIBERIA	1	\$10.00
LIBYA	1	\$10.00
LIECHTENSTEIN	1	\$10.00
LITHUANIA	1	\$10.00
LUXEMBOURG	1	\$10.00
MACAU	1	\$10.00
MACEDONIA	1	\$10.00
MADAGASCAR	4	\$40.00
MALAWI	1	\$10.00



State of Nebraska Inmate Calling System

MALAYSIA	1	\$10.00
MALDILVES	4	\$40.00
MALI	2	\$20.00
MALTA	1	\$10.00
MARSHALL ISLANDS	2	\$20.00
MARTINIQUE (French Antilles)	1	\$10.00
MAURITANIA	2	\$20.00
MAURITIUS ISLAND	1	\$10.00
MEXICO	1	\$10.00
MOLDOVA	3	\$30.00
MONACO	1	\$10.00
MONGOLIA	3	\$30.00
MONTSERRAT	2	\$20.00
MOROCCO	1	\$10.00
MOZAMBIQUE	1	\$10.00
NAMIBIA	1	\$10.00
NAURU ISLANDS	2	\$20.00
NEPAL	2	\$20.00
NETHERLANDS	1	\$10.00
NEW CALEDONIA	2	\$20.00
NEW ZEALAND	1	\$10.00
NICARAGUA	2	\$20.00
NIGER	2	\$20.00
NIGERIA	2	\$20.00
NIUE	5	\$50.00
NORTHERN MARIANA ISLANDS	4	\$40.00
NORWAY	1	\$10.00
OMAN	1	\$10.00
PAKISTAN	2	\$20.00
PALAU	2	\$20.00
PANAMA	1	\$10.00
PAPUA NEW GUINEA	1	\$10.00
PARAGUAY	1	\$10.00
PERU	1	\$10.00
PHILIPPINES	1	\$10.00
POLAND	1	\$10.00
PORTUGAL	1	\$10.00
PUERTO RICO	1	\$10.00
QATAR	3	\$30.00
REUNION ISLAND	2	\$20.00
ROMANIA	1	\$10.00
RUSSIAN FEDERATION	1	\$10.00
RWANDESE REP.	4	\$40.00
SAN MARINO	4	\$40.00
SAO TOME & PRINCIPE	4	\$40.00



State of Nebraska Inmate Calling System

SAUDI ARABIA	1	\$10.00
SENEGAL	2	\$20.00
SEYCHELLES	1	\$10.00
SIERRA LEONE	2	\$20.00
SINGAPORE	1	\$10.00
SLOVAK REP.	1	\$10.00
SLOVENIA	1	\$10.00
SOLOMON ISLANDS	4	\$40.00
SOMALIA	2	\$20.00
SOUTH AFRICA	1	\$10.00
SPAIN	1	\$10.00
SRI LANKA	1	\$10.00
ST. HELENA	2	\$20.00
ST. KITTS & NEVIS	1	\$10.00
ST. LUCIA	1	\$10.00
ST. PIERRE & MIQUELON	2	\$20.00
ST. VINCENT & GRENADINES	2	\$20.00
SUDAN	2	\$20.00
SURINAME	3	\$30.00
SWAZILAND	3	\$30.00
SWEDEN	1	\$10.00
SWITZERLAND	1	\$10.00
SYRIA	1	\$10.00
TAIWAN	1	\$10.00
TAJIKISTAN	3	\$30.00
TANZANIA	2	\$20.00
THAILAND	1	\$10.00
TOGO	2	\$20.00
TONGA	2	\$20.00
TRINIDAD & TOBAGO	1	\$10.00
TUNISIA	2	\$20.00
TURKEY	1	\$10.00
TURKMENISTAN	3	\$30.00
TURKS & CAICOS ISLANDS	2	\$20.00
TUVALU	5	\$50.00
UGANDA	1	\$10.00
UKRAINE	1	\$10.00
UNITED ARAB EMIRATES	1	\$10.00
UNITED KINGDOM	1	\$10.00
URUGUAY	1	\$10.00
US VIRGIN ISLANDS	1	\$10.00
UZBEKISTAN	1	\$10.00
VANUATU	3	\$30.00
VENEZUELA	1	\$10.00
VIETNAM	2	\$20.00



State of Nebraska Inmate Calling System

YEMEN REP. OF (Arab)	2	\$20.00
YUGOSLAVIA, FED. REP. OF	1	\$10.00
ZAMBIA	1	\$10.00
ZIMBABWE	1	\$10.00