

- 4.4.5 Intercom Calling. Inmate telephones must be isolated or prevented from intercom calling, such that no two Inmate telephones can be connected together. This may be accomplished via wiring or programming; Proposals must describe the method used.

Inmate telephones are connected to the CCPS call processing equipment located in Mattoon, Illinois via a direct connection. Telephone facilities from Mattoon terminate to a channel bank at the correctional center. Each individual channel has a house cable pair connected directly to the telephone instrument. The switching equipment to the inmate telephones does not allow inward dialing. This prevents inmates from calling from one phone to another, as well as to an external number and back to another inmate telephone.

- 4.4.6 Hardening. All equipment that will be used by Inmates will be hardened as necessary to limit malicious damage. Vendor is fully liable for all damage to its equipment. This includes all station wiring from the nearest IDF cross connect block to the station jack, the jack and the instrument. Inmate telephones will have no coin slots, and ringers must be disabled.

The equipment CCPS deploys is recommended for Inmate use. CCPS will be responsible for damage to our equipment. The inmate telephones will have no coin slots and no incoming ringing will be allowed.

- 4.4.7 Cutoff Keys. Cutoff keys will be installed on all Inmate phone lines such that the institution has the capability to separately cut off Inmate phone service individually to each Inmate telephone. Cutoff keys will be arranged and labeled such that institution personnel can easily determine the location of the telephone associated with the key, and grouped by building or other logical grouping. Cutoff keys will be installed at a location agreed to by the institution management.

CCPS will provide cutoff keys at each site giving the individual institution the capability to cut off inmate phone services individually at each telephone line. CCPS will work with each site for the location of installation and the labeling sequence.

- 4.4.8 Wiring and Cabling. The vendor is responsible for installation and maintenance of any new wiring required, and maintenance of all existing interbuilding and intrabuilding premise wire and cable facilities for inmate telephones at all institutions. The Vendor may utilize existing State owned inter-building cable facilities with the approval of the State, if available.

Per Addendum #3, all phones currently have sufficient cabling to provide service and the Vendor is responsible for campus wiring from DMARC to station. CCPS will install and maintain the campus wiring from the DEMARC to the stations.

- 4.4.9 Labeling. All operating controls must be properly labeled. All cable must be properly labeled at each end and at any midpoint cross connects. All telephones will be equipped with calling instructions which explain how to make a call and must meet all applicable regulatory (e.g. FCC and ICC) and legal requirements. Content of these instructions will be customized to the location of the telephone and approved by the State.

CCPS will meet the above requirements regarding labeling of operating controls, cables and cross connects. Calling instructions will be provided customized for each site.

4.4.10 Implementation. The Vendor will replace existing service and install new service at DOC managed institutions. Upon execution of the contract, the Vendor will obtain approval from the State of a final implementation plan including firm schedules for each location where Service is replaced, added or newly installed. It will define the entity (the State or Vendor) responsible for the task or milestone. It will name the site project manager(s) for each location and/or geographic area in which Service is to be implemented. This Implementation Plan will be subject to approval by the State, and will be submitted no later than ten working days after award of the Contract. The State will consider, on a case by case basis, written requests for extensions of this schedule based on extenuating circumstances which are beyond the control of the Vendor.

10 days after award of the contract, CCPS will submit an implementation plan to the State for approval. Each site will be listed with the responsible party listed for each task. The State will have final approval of the plan.

All implementations will be planned and coordinated with the State and the existing Vendor so as to minimize the downtime (out of service time) of service at any location. At locations where multiple existing telephones are being replaced, installations will be phased such that a minimum number of telephones are out of service at any one time. Service will be preserved without interruption in areas of the institution where installation is not taking place. In no case will existing Service be interrupted for longer than four hours.

CCPS will work with the State for a smooth implementation with little or no downtime. Installation will be phased where multiple telephones exist and CCPS agrees to no service interruption for more than four hours.

4.4.10.1 The Vendor will convert all existing systems within one hundred eighty (180) days from the date of CMS execution.

CCPS agrees to convert all existing systems within 180 days from the date of CMS execution.

4.4.10.2 The Vendor will keep the State informed of progress and report all deviations from the planned implementation schedule. The schedule will be revised to reflect these changes and the new schedule provided to the State. The vendor will provide weekly status reports electronically to the State.

CCPS will provide a weekly status report of the implementation of each site. If any deviations from the implementation plan occur, they will be reported to the State and the plan will be revised.

4.4.10.3 The State Implementation Team will consist of CMS and DOC staff for overall project direction and program oversight. The Vendor may work directly with DOC institution management under the overall direction of the State Implementation Team, for implementation, support, and maintenance of the Service during the term of the Contract.

CCPS understands direct contact and work relationships will be with members of CMS and IDOC.

4.4.10.4 Each institution will appoint a project coordinator to work as part of the State's implementation team for that location. The institution project coordinator will coordinate all activities of the institution during installation, acceptance, operation, and maintenance of the Service at that institution, and will work closely with DOC to insure that the Vendor's responsibilities are met.

CCPS understands the role of the project coordinator.

- 4.4.10.5 The Vendor will be responsible for the data entry required to build all or part of the initial Inmate calling database, restriction tables, etc. at each institution. The completeness and accuracy of the Database will be approved by DOC, prior to cut over of any service. At all times, the State retains ownership of all data contained in the Inmate Call Control Database(s).

CCPS understands we will be responsible for the implementation of the initial Inmate Database, restriction tables, etc. at each institution and the IDOC will review for completeness and accurate data before the service is turned up. CCPS understands this information will be entered into the Inmate database will remain the property of the State of Illinois.

- 4.4.10.6 Vendor Loss or Damage. The Vendor will at all times protect and secure all its materials, supplies, and equipment during installation, support, and maintenance of the Service. Reasonable requests made of DOC to provide storage for such property may be met where feasible. The Vendor will retain ownership of all Vendor-provided materials, supplies, and equipment. The Vendor will be responsible for loss or damage to its equipment and hardware, to include malicious damage by users of the equipment and hardware, regardless of whether or not DOC provides storage space.

CCPS understands we will be responsible for the Vendor equipment at all times, however the State may provide storage if possible. All equipment, materials, supplies and equipment will remain the ownership of CCPS.

- 4.4.11 Testing and Acceptance. Testing and acceptance will take place in two phases, as described below.

CCPS understands.

- 4.4.11.1 Acceptance Tests. The Vendor will, no later than twenty (20) days after Contract Execution, submit to CMS for its approval, a list of proposed functional tests to be performed on the Service installed at each institution. The tests proposed by the Vendor must be capable of demonstrating whether or not the Service meets DOC's requirements. The State will have the right to review the tests proposed by the Vendor, and to add additional tests and requirements as it deems necessary to demonstrate whether the Service complies. The tests proposed by the Vendor, as approved, modified, and added to by the State, will constitute the "Acceptance Test".

Twenty (20) days after execution of the contract, CCPS will provide a list of functional testing to be performed. The State has the right to add additional testing if it deems it necessary. The final functional testing document including the proposed testing by CCPS and the State will become the "Acceptance Test".

- 4.4.11.2 The Vendor will notify CMS in writing once the installation at the institution has been completed and is fully operational and ready for acceptance testing. Thereafter, the DOC will coordinate the Acceptance Tests, which will be completed within 30 days from receipt of the Completion Notice. The Testing Period may be extended, at the option of the State.

CCPS will notify CMS in writing when installation is completed, fully operational and ready for acceptance testing. The IDOC will coordinate the "Acceptance Test" with CCPS within 30 days of the Completion Notice.

4.4.11.3 Once the following have been met, acceptance testing will be considered by DOC.

- a. Vendor provided equipment, software, and Service at the installation location is one hundred percent (100%) operational for thirty (30) consecutive days; and,
- b. The Service meets all specifications and minimum requirements of the Contract; and,
- c. The Vendor has completed preparation of the initial Inmate calling database, restriction tables, etc., to the satisfaction of the institution project manager; and,
- d. Changes have successfully been made to the Inmate calling database, adding new authorization codes, and changing the Inmate's list of allowed numbers, by the site administrator; and,
- e. Calling restrictions have been verified as being provided in accordance with the Contract; and,
- f. Call timing parameters have been set and tested as accurate, and the warning tone/recorded announcement functions as described in the Proposal are functional; and,
- g. Automated Operator Services have been verified as being performed in accordance with the Contract.

CCPS understands the above points a. through g. must be met before the IDOC will consider doing an "Acceptance Test".

4.4.12 **Full-Time Vendor Representative.** The Vendor will provide an Account Manager as a single point of contact for all coordinating, problem solving, and troubleshooting of any and all issues that may arise during the term of this Contract.

Cathy Janssen will be the single point of contact for all coordinating, problem solving, and troubleshooting for all issues during the term of this contract.

4.4.13 **Training.** On-site training for DOC institutional personnel to administer and manage the Service must be provided at each institution. Training schedules will be coordinated with the schedules developed per subsection 4.4.11, Testing and Acceptance. Vendors will describe the nature and content of their training program for this purpose. As a minimum, it must include hands-on instruction on the use of the Administration and Management System (subsection 4.3.1), as well as any other topics required for full understanding, administration, and operation of the Service. An Evaluation Instrument must be included in each training module. Each trainee and the institution project coordinator will be provided a complete set of operating instructions for the Administration and Management System. They will be sufficiently detailed such that an individual familiar with rudimentary PC operation can administer and manage the System using the operating instructions provided.

Ongoing training will be provided to DOC institution personnel at no cost by the Vendor at any time the software and/or operation of the Administration and Management System is changed. Revised written operating instructions will also be provided prior to the change.

CCPS will provide on-site training of all aspects of the Inmate Calling system at each individual institution. Training will be coordinated with the implementation of each site. Additional on-site training and updated training material will be provided during the contract at no cost to the state when the software and/or operation of the Administration and Management System is changed.

TRAINING AGENDA

- Inmate / PIN process
- Reports / Screens
- Blocking Codes
- Letters
- NPA/NXX Splits
- PIN Process / C-Grade
- Daily DOC Feed
- PIN Sheets
- PIN Number Feedback To Inmates
- Trouble Reports
- Customer Service 800 Number
- Technicians
- Rate Quotes
- TCP/IP Recordings
- Direct Bill Process
- User Input / Feedback
- Questions

ORDERING OF SERVICE

4.5.1 State Initiated Orders

All orders for Service and/or orders to proceed from the State to the Vendor will be in writing, issued and signed or electronically transmitted by the State. The Vendor will not install, remove, modify, or change Service at any location without this written approval.

CCPS will not install, remove, modify, or change Service at any location without written approval from the State.

4.5.2 Telco Service Ordering, Payment and Coordination

The Vendor will be solely responsible for ordering of and payment for any local or Interexchange telephone company service necessary to provide the service. The Vendor will be responsible for all coordination with the local and Interexchange telephone companies as necessary to install, operate, and maintain their service.

CCPS will be solely responsible for ordering and any payments for installation, operation and maintaining service for local or Interexchange telephone company service necessary to provide this service.

The Vendor 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 Vendor will coordinate removal of Inmate telephones with current providers at locations at which it is installing replacement service. It is the intent that the State receive no billing from any provider of ancillary or supporting service which is associated with the provision of the service.

CCPS will be compatible with the carriers who provide service for us. CCPS will coordinate with the incumbent provider for removal of all telephones and the service, which is provided for that purpose. CCPS will be responsible for all costs associated with the new installation of service and services going forward.

4.6 SERVICE AND ONGOING SUPPORT.

- 4.6.1 Vendor Service Center. The vendor must provide and maintain a 24 hours per day, seven days per week, a toll free telephone number to receive assistance calls from DOC maintenance and inmate call recipients and for trouble reporting. Vendors will describe how they will provide this telephone assistance, level of staffing at this facility, and how the requirement for coverage will be met.

CCPS has a highly experienced and knowledgeable staff dedicated to providing customer assistance and trouble reporting. A toll free number is provided to both the Illinois Department of Corrections and inmate call recipients with 24 hours a day, 7 days a week staffing. Management employees are accessible 24 by 7 to respond to and remedy any emergency situations.

- 4.6.2 Vendor Information Letter: Vendor shall initiate an information letter to each recipient of inmate calling upon entry of authorized telephone numbers into the IPiN collect call system. This information should include the 800 number established by Vendor to receive user general service and billing information. Vendor shall provide a sample letter with its proposal.

CCPS provides the Vendor Information Letter to each recipient of inmate calling. Please see Appendix C for a copy of the current letter we send today.

- 4.6.3 Backup Service. Proposals must provide a backup plan in the event the Inmate Calling and Control Service and/or the Administration and Management System fails, which guarantees some Service restricted to collect only calls. Proposals will describe how this backup Service will be provided during outages.

CCPS provides several types of redundancy to eliminate a total outage in the case of network issues.

- Multiple DS1s for larger sites
- Multiple FX lines for smaller sites
- Multiple Channel Banks at the Mattoon centralized location
- Multiple automated call processing equipment
- Dual database servers

In the case of a total automation outage, CCPS would route the traffic from the automated positions to the live operators for generic collect only call processing. This would only be in an emergency situation because we would not have the capability and restrictions of the automated system.

- 4.6.4 Maintenance. The Vendor will maintain the telephones and supporting equipment and hardware in good working order and clean condition. Inoperative or damaged items will be repaired or replaced as required below. The Vendor will satisfactorily perform all other work necessary for their efficient use and operation, or as customarily performed in connection therewith. All maintenance personnel must maintain certification from the equipment manufacturer for the term of the Contract. The Vendor will provide escalation procedures, names, and telephone numbers, within twenty (20) days after award of the Contract.

CCPS will maintain the telephones and supporting equipment in good working order; damaged items will be repaired or replaced. All maintenance personnel will maintain certification during the term of the contract. CCPS will provide an escalation list within twenty (20) days after the award of the contract.

- 4.6.4.1 Maintenance Expense. The Service will be fully maintained by the Vendor, to include circuits, hardware, software, and all other components. Any and all repairs will be performed at the Vendor's sole expense during the term of the Contract and any renewals, to include any charges by the LEC for fault isolation to the Vendor's equipment.

CCPS will be solely responsible for maintaining the circuits, hardware, software and all other components.

- 4.6.4.2 Major Outages. The Vendor must respond within two hours of notification of any major outage. A major outage is defined as a failure of twenty-five percent (25%) or more of the stations at any single location, all stations in one Inmate living area, building, cellblock or pod, to include call processing; any disruption to the call restriction capabilities; or any loss or impairment of the ability of the institution personnel to administer and manage the Service. Failure includes loss or malfunction of software required for proper operation of the service and/or loss of service from the local exchange carrier or Interexchange carrier. Major outage also includes any outage, impairment, or degradation of service which the DOC deems critical, for whatever reason.

CCPS understands and agrees to respond to any major outage within two (2) hours of notification. CCPS understands the States definition of a major outage as described above.

In the event that the contractor fails to provide maintenance services for a major failure (emergency) to a particular DOC facility within two hours of time trouble condition reported, contractor agrees to pay liquidated damages of \$200 per incident.

CCPS understands if response is not within two (2) hours of a major outage the State will impose a fee of \$200.00 per incident.

- 4.6.4.3 Minor Outages. The Vendor must respond within twenty-four (24) hours of notification of any minor outage. A minor outage is defined as a failure which is not designated as a major outage. Minor outages extending greater than thirty (30) clock hours will automatically upgrade to a major outage.

CCPS understands and agrees to respond to any major outage within twenty-four (24) hours of notification. CCPS understands the States definition of a minor outage as described above.

In the event that the contractor fails to provide maintenance services for a minor failure to a particular DOC facility within 24 hours of time trouble condition reported, contractor agrees to pay liquidated damages of \$100 per incident.

CCPS understands and agrees to respond to any minor outage within twenty-four (24) hours of notification. CCPS understands the States definition of a minor outage as described above.

- 4.6.4.4 Software Maintenance. The Vendor will provide all maintenance for all software it provides for operation, administration, and management of the Service. In the event of a failure, it will be the Vendor's responsibility to isolate the trouble to the software or state-provided equipment.

CCPS will provide all maintenance for all software it provides for operation, administration, and management of the Service.

4.6.4.5 Trouble-Call Records. The Vendor will maintain records of all trouble calls, to include the telephone number or other unit identification and location of the service, the date and time reported, the maintenance action taken, and the date and time restored. The Vendor will maintain these records in a central location for the term of the Contract, and for at least twelve (12) months after its expiration, and will make them available for review by the State at its request. A monthly summary maintenance report will be provided to the State by the 10th of each month for the prior month's service. The monthly summary will include, as a minimum, the telephone number or other unit identification, date and time reported, the date and time restored to service, the total time out of service (hours and tenths), the reason for outage, and repair action taken. The Vendor will prepare quarterly reports on phone maintenance problems and outages.

CCPS will keep a record of all trouble calls as described above for a period of twelve (12) months after expiration of the term of the contract. The records will be available for review by the State. CCPS will provide a monthly and quarterly summary of the trouble reports as described above.

4.6.5 Remote Maintenance and Administration. The Vendor will be able to perform remote maintenance and administration of the proposed Service.

CCPS will provide remote maintenance and administration of the inmate services.

4.7 CALL ACCOUNTABILITY, BILLING AND COMMISSIONS.

4.7.1 ~~Call Charges and Billing. Call charges, including per call surcharges and per minute or portion of a minute charges, will not exceed those tariffed by the Local Exchange Company (for Local and IntraLATA calls), or by AT&T (for InterLATA and Interstate) for an identical call. Calls will be rated based on distance (V&H mileage from point of origination to point of termination regardless of the actual routing of the call), time of day, day of week/holiday, and other factors used by the above carriers. The Vendor will have full liability to the caller and billed party for the accuracy of all charges for calls made using the Inmate Service. The Vendor will define actual rates to be charged, including notification of any changes. Vendor must advise the State in writing to no less than 30 days prior to making any changes involving inmate call rates, inmate/user call announcements or feature changes.~~

Per Addendum #3 the verbiage in Section 4.7.1 has been replaced with the verbiage below.

Call Charges and Billing. Call charges, including per call surcharges and per minute or portion of a minute charges, will not exceed those tariffed by SBC Ameritech (for Local and IntraLATA calls) and by AT&T (for InterLATA and Interstate) for an identical call, based on rates as of February 22, 2002.

CCPS will not exceed SBC for local and intralata calls or AT&T for interlata and interstate calls.

Vendor may propose postalized rates for all calls not to exceed the above rates or may rate calls based on time-of-day, day-of-week/holiday and distance (V&H mileage from point of origination to point of termination regardless of the actual routing of the call) used by the above carriers. The Vendor must submit and will define actual rates to be charged. All rates submitted will be fixed as of the date of RFP issuance February 22, 2002 for the length of the contract term, including renewals. The Vendor will have full liability to the caller and billed party for the accuracy of all charges for calls made using the Inmate Service.

CCPS has submitted the tariffs for local, intralata, interlata and interstate calls. Please refer to Appendix E for a copy of all rates.

- 4.7.2 Calls, which are not completed, will not be billed. Proposals must describe the Vendor's method of determining when the call is answered and when they begin billing.

CCPS marks the call as answered after we see hardware answer supervision from the terminating end of the call, however billing does not occur until we get hardware answer supervision, and then we get a positive customer acceptance response.

- 4.7.3 Proposals will describe Vendor's billing system, including how billed parties are credited for incorrectly dialed calls and disputed billing charges, and how eligibility for credits is determined. For this purpose, the billing system is defined as the method by which the Provider bills the called party.

Customer Adjustments

When a customer calls in regarding a cutoff, wrong number or disputing charges on their phone bills, we investigate the questioned call and determine whether the customer should receive credit on their bill. On cutoffs, we normally fill out a trouble report and have the technician pull that call and determine whether it was really cut off or if the inmate hung up. If it was a cutoff, CCPS will adjust (SEE Appendix C for a copy of this form) their telephone bill for the amount of the surcharge plus tax for the call or calls. Usually if a customer calls in stating they did accept a call, which did turn out to be a wrong number, CCPS is able to determine that by the length of the call. These calls are usually less than 2-3 minutes long. CCPS will also send in that call on the form listed above. If a customer calls in disputing charges, CCPS normally investigate all aspects of that call to determine whether they should really receive credit. After investigation, CCPS will let the customer know that either adjustment of the call will transpire or the call will sustain. If they refuse to pay for that call or calls, CCPS will block their line.

- 4.7.4 The called party will be able to obtain call cost information, prior to accepting a collect call. The call cost must be quoted on a "first minute" and "each additional" minute basis or a fixed, uniform per-minute basis.

CCPS currently provides rate quotes based on first minute and each additional minute.

- 4.7.5 Commissions and Reports. The commission rates for Inmate Service, proposed in Section 10, Pricing, will be a function of all calls completed using the Service, both usage and surcharges. The commission rates will represent the fixed percentages of total revenues generated by the Service that the Vendor will pay to the State. Commission rates which are based only on usage or revenues exceeding certain minimum thresholds, or which are based on collected (versus billed) revenues, are not acceptable. Likewise, commission rates which are based on the State assuming any costs, or assuming ownership, liability or responsibility for any components of the Service, are not acceptable. The Vendor will assume all liability for fraud, billing, and collections. A commission rate which is based on adding surcharges or other costs to the billed party above those tariffed by the Local Operating Company and AT&T is not acceptable.

CCPS will pay commissions based on completed calls combining both usage and surcharge. Commissions will be based on a fixed percentage as described in the Pricing envelope. Commissions are based on gross revenue. Fraud, billing and collections are the responsibility of CCPS.

- ~~4.7.5.1 The Vendor must be able to provide commission payments and reports as described below. Commission payments will be deposited no later than sixty (60) days following the previous month's service. CMS will provide, and the Vendor will comply with, specific payment instructions after Contract execution.~~

Per Addendum #1 Section 4.7.5.1 has been changed to the below verbiage.

Vendor must provide commissions to the Department of Central Management Services, Communications Revolving Fund payable from the effective date of the contract and received by the State within 60 days following each 30-day billing cycle. In addition, vendor may be directed by CMS to pay a portion of the commissions directly to the Department of Corrections. The amount of the commission paid shall be based on gross billings from the system.

CCPS will provide the commissions (based on gross revenue) to Central Management Services Revolving Fund and/or Illinois Department of Corrections within 60 days following each 30 day billing cycle.

4.7.5.2 Commissions will be paid on all Inmate calls carried by the Vendor during and after Testing and Acceptance. Commissions paid under this provision will in no way constitute acceptance of the Service, which will occur in accordance with subsection 4.4.11.1 of this RFP.

CCPS will pay commissions to the State during and after testing and Acceptance but understands this does not constitute an agreement of acceptance of service until the "Acceptance Testing" has occurred.

4.7.6 Usage, Revenue, Commission Reports and Payments. The Vendor must provide flexible, hierarchical reports capability for the reporting of usage, revenues, and commissions. Minimum data elements which must be included for all such reports and broken down by call type are as follows: Location and Telephone Number(s) or other unique identification of each telephone station; and Minutes of Use, Number of Calls, Usage Revenue, Surcharges, and Commissions Due. Detailed usage data must be reported on each telephone number (ANI). Sample reports using typical formats and data must be submitted with the Proposal. Reports must be sufficiently comprehensive to enable external auditors to verify that all traffic, called party charges, and commissions are consistent with the requirements of this RFP.

CCPS understands the requirements for the commission reports and will comply. Please see Appendix C for a copy of the current commission reports and paperwork sent to the State.

4.7.6.1 The hierarchical reports structure must allow the grouping of data by stations, by location, by subgroups and groups of locations, individually and at a summary level for selected time periods. At a minimum the time periods must be monthly, quarterly and annually.

CCPS can provide grouping of data for commissions by stations via the Messages by Property Report; by location via Preliminary Property Report, by subgroups, groups of locations, individually and at a summary level for selected period of times would be on a requested report.

4.7.6.2 Proposals must include a detailed description of the reporting system's ability to provide flexible and comprehensive reports and include sample reports, and will state the number of hierarchical levels which are available in the proposed reports system.

Please refer to Appendix C for a copy of reports.

4.7.6.3 With regard to commissions due, the reports capability must allow for different commission rates to be used in the calculation and payment process. The commission amount shown on the report(s) provided to CMS must be that which is paid to them.

CCPS has the ability for different commission rates to be used in the calculation and payment process. CCPS assures the State what appears on the commission report will be the commission paid.

4.7.6.4 One copy of reports of the Inmate Phone Services will be mailed to the designated CMS contact at the time of commission payments.

CCPS will mail one copy of the commission reports to CMS at the time of payment.

4.7.6.5 If the Vendor fails to submit commission payments within the time specified in subsection above, it is understood that the Vendor will pay late fees at the rate of 1% of the total commission payment per month that commissions are past due and unrebated. Notwithstanding the foregoing, failure to pay commissions on time is a material breach and existence of the late payment provision shall not be a bar to declaring the Vendor in breach.

CCPS understands that if we fail to submit payment within the specified timeframe of 60 days following the 30 day billing cycle that CCPS will be responsible for late fees at a rate of 1% of the total commission payment per month.

5. DESIRABLE INMATE SERVICES

This section contains desirable requirements and will be awarded technical points. The Vendor will not be disqualified if desired entities are not offered.

- 5.1 Vendor must provide a Site Administrator for collection of data to input into the IPIN system daily at each site or as required by the Wardens as indicated in Mandatory Section 4.1.1. It is the State's intent that the Site Administrator will also provide assistance for technical and/or maintenance problems for all System equipment. Considering that the assignment and entry of new IPINs must be completed within 48 hours of new Inmate arrivals or as required by each facility, the Vendor should include detailed information on how the initial IPIN assignments and ongoing changes will be accomplished. Vendor's response will be evaluated as part of the award.

CCPS will provide a Site Administrator to collect IPINs on a daily basis. Currently CCPS inputs the "Allowed" numbers into the system and the inmate has access to place calls within 24-48 hours after pick-up of PIN list.

- Inmate number assignment is done at the Reception and Classification Center
- The IDOC downloads this information to CCPS
- CCPS takes the 5-digit number and randomly assigns a 3-digit pin number. The combination of the inmate and pin number becomes the inmates PIN number
- The PIN will be in the system within 24-48 hours of retrieving the inmate number from the IDOC
- The inmate fills out a paper copy of their requested "allowed" numbers.
- The "allowed" lists are picked up on a daily basis and entered into our database.
- The "allowed" numbers will be available to the inmate for call processing within 24-48 hours after CCPS receives the "allowed" list.

- 5.2 Maintenance Plan. Vendor may include, as part of its proposal, a preventative maintenance plan which would provide a thorough description of how the vendor will maintain these systems in accordance or in excess of the requirements of the contract to minimize downtime at each site.

Each facility has an assigned technician. The technician makes daily visits as required by the site for preventative maintenance. CCPS has a 24-hour a day, 7 days a week message service to answer any trouble reporting that might occur. All trouble will be responded to within a 2-hour timeframe.

- 5.3 DOC would like access to a national directory listing database incorporated in the call processing procedure. The data should include the names and addresses of published, unlisted, and non-published telephone numbers. All costs associated with this service, if any, should be disclosed in the vendor's pricing proposal in Section 10 and will be factored in the pricing evaluation, as part of the award.

CCPS will give the IDOC access to the National Directory Assistance database via the web site. We will assign a user ID and password specifically for the IDOC.

Desktop Directory Assistance

The corporate Directory Assistance database access application is designed to offer companies a direct user-friendly connection to nationwide telephone company directory assistance data. The corporate application is intended to be easily accessible and securely accessed by users anywhere, anytime and via any web browser. The product represents an advance over existing products by using software already resident on the majority of desktops, a web browser. The customer is able to login and have access to the database in just four easy steps.

Once logged in the user may perform a variety of searches including searches for a residential telephone listing, a business or government listing, a telephone number search (CNA), or the premium search 'search on address'. Powerful search strategies are supported using wildcards, aliases, and geographic expansion. Expandable searches can include adjacent communities, entire area codes, entire states, or even the entire country.

In addition to access to LSSI's National Directory Assistance database, customers may initiate searches by business category and query "yellow pages" data in LSSI's enhanced services database. Customers can search a business by such headings as bridal or pizza.

- 5.4 A central office based or an off-site central location system is preferred for additional security, durability, quick repair, and efficient call validation. Vendor must describe in detail their proposed solution.

CCPS provides a central office based solution. Our inmate call processing system is located in Mattoon, Illinois with access to the individual correctional institutions via DS1s. CCPS currently provides this type of service to the State of Illinois for all sites currently serving.

CCPS believes this is the optimal solution with diagnosis available from our central office. We have a 24-hour a day manned site for trouble shooting and access via dial-up from each technician's home.

6. Qualifications of Vendor and/or Vendor's staff (or others who would perform)

Vendor employees or agents must be trained and experienced in performing the type of work specified and must have any required licenses.

CCPS employees are trained and possess the knowledge in performing the work to install and maintain the Inmate Collect Calling system.

All individuals who enter correctional facilities to provide maintenance, installation, or training are subject to a complete background check, which includes drug testing. All employees/sub-contractors of the vendor must comply with the laws of the State of Illinois and the regulations of the Department of Corrections while in a correctional facility.

CCPS employees have had background checks performed and will comply with the laws of the State of Illinois and the regulations of the IDOC.

At the State's option, any additional locations, new facilities including DOC agencies and existing and other agency facilities may be incorporated into this contract.

CCPS agrees to add additional facilities including additional locations and/or new facilities.

6.1 Account Team Organization

The Vendor must describe the organization and physical location of the account team that will be committed to the State for the term of this agreement. The Vendor must include a complete top-down description of the account team, including areas of responsibility and/or expected levels of involvement. The vendor must also include contact numbers (business, pager and/or cell phone).

CCPS's account team has a combined experience of 200+ years. Their knowledge and experience in providing, maintaining, and working with Inmate Collect Calling systems is second to none. Please refer to Appendix B for a flowchart of the account team as well as complete details of individual experience.

6.2 Resumes

The Vendor should include the resumes of all key Account Team personnel detailing experience and expertise within their fields.

CCPS has provided the account resumes in Appendix B.

6.3 References

The vendor must provide the State with a minimum of 5 references for projects of equivalent size and scope (at least 2 references should be for State-operated facilities). References should include the company name, contact name, address, phone number, and e-mail address. Vendor should describe in general terms the size and scope of the project.

CCPS has provided the required 5 references in the tab marked References. We encourage the State to contact any or all of the references. We believe our experience in both the County facilities and State Correction sites are above any company in the industry.

7. Subcontracting/Joint Ventures. Allowed Not Allowed

The State intends to contract with one entity per contract and that entity shall be contractually responsible for performance. However, if the entity is a joint venture, one of the parties to the joint venture must take full contractual responsibility for performance under the contract.

CCPS understands but will not be contracting with anyone for this RFP. CCPS will be the responsible party for this contract.

If Vendor is providing Professional and Artistic Services, the names of subcontractors and amounts to be paid to each must be shown. The AGENCY may require the same or similar information in relation to contracts for other supplies or services. Subcontractors are subject to approval of the AGENCY.

CCPS will not be providing Professional and Artistic Services as describe din section 7.

ATTACHMENT A - 1

ADULT CORRECTIONAL CENTERS	CURRENT VENDOR	# OF TELEPHONES	AVG POP	CAP	# OF CALLS	# OF MINUTES	# OF RECORDERS
Big Muddy, 251 N IL HWY 37, Ina 62846	Consolidated Comm	71	1804	952	9368	159,932	2
Centralia, Shattuc Rd, 62801	Ameritech/MCI	54	1408	750	14,322	245,215	2
Danville, 3820 E Main, 61834	Ameritech/MCI	70	2011	1096	15,976	276,992	2
Dixon, 2600 Brinton Ave., 61021	Consolidated Comm	112	1451	891	13,070	217,213	4
Dwight, Rte 17 West, 60420	Ameritech/MCI	42	1189	1144	6,420	81,228	2
East Moline, 100 Hillcrest Rd., 61244	Ameritech/MCI	57	652	688	11,413	200,600	2
Graham, Hwy 185, Hillsboro, 62049	AT&T	78	1852	974	5800	124,191	2
Hill, 600 S. Linwood. Galesburg, 61401	Consolidated Comm	71	1809	896	9143	174,413	2
Illinois River, Rte 9 W, Canton, 61520	AT&T	75	2173	1211	20,136	371,740	3
Jacksonville, 2268 E Morton, 62650	Consolidated Comm	33	1546	900	7693	136,254	1
Lincoln, 1098 - 1350 th , 62656	Consolidated Comm	34	1052	558	6174	93,639	1
Logan, 1096 - 1350 th , Lincoln, 62656	Consolidated Comm	63	1807	1050	11,492	191,521	2
Menard, 711Kaskaskia, 62259	Consolidated Comm	116	3155	1460	10,331	180,026	4
Pontiac, 700 W Lincoln, 61764	AT&T	77	1406	1113	6954	123,048	3
Robinson, 13423E 1150 th Ave, 62454	Consolidated Comm	27	1195	600	7695	144,344	1
Shawnee, 6665 Rte 146 E, Vienna, 62995	Consolidated Comm	66	1945	1046	7035	120,151	1
Sheridan, 4017 E 2603 Rd., 60551	Consolidated Comm	67	1540	974	9432	153,496	2
Southwestern Illinois, 950 Kingshighway, East St. Louis 62203	Ameritech/MCI	14	663	600	6853	117,105	1
Stateville, Rte 53, Joliet, 60434	Ameritech/MCI	127	1961	1800	17,725	306,892	5
Taylorville, Rte 29 S, 62568	Consolidated Comm	26	1190	600	7699	129,829	1
Vandalia, Rte 51 N, 62471	Ameritech/MCI	39	1434	949	15,250	253,490	2
Vienna, Hwy 145 E, 62995	Consolidated Comm	43	1372	845	6812	113,507	1
Western Illinois, Rte 99 S, Mt. Sterling, 62353	AT&T	73	1709	952	13,927	247,977	2

ADULT TRANSITION CENTERS	CURRENT VENDOR	# OF TELEPHONES	AVG POP	CAP	# OF CALLS	# OF MINUTES	# OF RECORDERS
Decatur, 2175 E. Pershing Rd, 65256	Ameritech/MCI	4*	105	80	20	300	--
Joliet, Rte. 53 & Airport Rd, Romeoville, 60446	Ameritech/MCI	6*	120	92	550	7500	--
Peoria, 607-613 Main, 61602	Ameritech/MCI	21	194	200	936	9088	--
Southern Illinois, 805 W Freeman, Carbondale, 62903	Consolidated Comm	3*	62	60	392	5309	--
Winnebago, 315 S. Court, Rockford, 61102	Ameritech/MCI	3*	91	71	363	5498	--

STANDARD TERMS, CONDITIONS AND CERTIFICATIONS

1. **TERM AND RENEWALS:** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including 30 ILCS 500/20-60. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the CONTRACT is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.

CCPS understands the length of the contract and any renewals cannot exceed the limit allowed by law. We also understand that the term begins upon execution of the contract and the term may change with any delays. Renewals are not automatic and must be agreed upon by both the Vendor and State of Illinois.

2. **BILLING:**

- a) VENDOR shall submit invoices to the address, on the schedule and with the detail required by the ordering AGENCY. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the AGENCY no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (30 ILCS 105/25). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order.

CCPS understands any invoices sent to the State of Illinois for services prior to July 1 must be submitted no later than July 31.

- b) VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.

CCPS understands that the State will not be charged taxes.

- c) By submitting an invoice VENDOR certifies the supplies and services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT.

CCPS understands that an invoice sent to the State certifies CCPS has met all requirements of the CONTRACT.

3. **PAYMENT:**

- a) Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (30 ILCS 540/1) and rules (74 Ill. Adm. Code 900). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

CCPS understands that late payment charges will not exceed the formula in the State "Prompt Payment" Act and delayed payments for July and August will not be considered a breach of contract.

- b) The AGENCY shall not be liable to pay for any supplies or services, including related expenses subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the AGENCY obtaining suitable financing.

CCPS understands and will not bill the State for supplies or services incurred prior to the beginning of the term of this CONTRACT.

- c) The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the AGENCY that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this CONTRACT.

CCPS understands final payment on an invoice will be made less any retainage and previous partial payments.

- d) Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (30 ILCS 305/1).

CCPS understands the interest rate limitation as set by law.

- e) As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request.

CCPS understands and complies with paying our employees, suppliers and subcontractors the prevailing wage.

4. **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** AGENCY shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AGENCY'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AGENCY shall determine whether amounts appropriated are sufficient. AGENCY shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice.

CCPS understands that the State will use its best efforts to secure appropriations to fund this CONTRACT. However the States obligation will cease immediately without penalty if the General Assembly or federal funding source fails to make the appropriate sufficient to pay such obligation. The State shall give VENDOR notice as soon as possible and the VENDORS obligation to perform will cease upon notification.

5. **CONSULTATION:** VENDOR shall keep the AGENCY fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the AGENCY the opportunity to review relevant documents prior to filing with any public body or adversarial party.

CCPS will keep the AGENCY fully informed to progress of matters covered by this CONTRACT and VENDOR will allow the State to review relevant documents prior to filing with any public body or adversarial party.

6. **PERFORMANCE REVIEWS:** The State may conduct a post performance review of the VENDOR'S performance under the CONTRACT. Any professional and artistic services performed under this CONTRACT shall be subject to a post performance review. The VENDOR shall cooperate with the State in this review, which may require that VENDOR provide records of its performance and billing. Vendor shall provide any required information within 30 days of the AGENCY'S request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the VENDOR.

CCPS understands that the AGENCY may perform a post performance review and VENDOR will be required to provide required information within 30 days of request.

7. **AUDIT / RETENTION OF RECORDS (30 ILCS 500/20-65):** VENDOR and its subcontractor maintain books and records relating to performance of the CONTRACT or subcontract and the support amounts charged to the State under the CONTRACT or subcontract. Books and records maintained by the Vendor for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the AGENCY, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the CONTRACT for which adequate books and records are not available to support the purported disbursement.

CCPS understands we must maintain records for 3 years past the termination date or date of final payment and must be extended during any audit period for the purposes of auditing. Any subcontractors must abide by the same rules.

8. **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.

CCPS understands that the State will only allow CCPS to perform work during designated hours and CCPS will comply.

9. **INDEPENDENT CONTRACTOR:** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the AGENCY or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.

CCPS understands that we will act as an independent contractor to the State. Any services provided and paid will not be construed as an employee of the AGENCY or the State of Illinois.

10. **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR'S duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the AGENCY determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.

CCPS takes full responsibility of our agents, employees and subcontractors while performing duties under this CONTRACT. CCPS will use employees that deal directly with the services provided.

11. **ASSIGNMENT AND SUBCONTRACTING:**

- a) VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without AGENCY'S prior written consent. In the event the AGENCY consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to AGENCY for review and approval upon request.

CCPS understands that we cannot assign, subcontract, or transfer any interest in the work without the AGENCY's prior written consent. If the AGENCY consents all terms and agreements of this CONTRACT will remain in effect.

- b) Where VENDOR is providing professional and artistic services, names and addresses of all subcontractors utilized by VENDOR shall be listed in an addendum to this CONTRACT together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this CONTRACT (30 ILCS 500/35-40).

CCPS will not be using subcontractors at this time.

- c) If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete performance. AGENCY shall have the option to accept a substitute or to terminate the CONTRACT.
CCPS understands if we cannot retain the individuals named in the contract to render the services, we are not exempt from our obligations to complete the contract. The AGENCY has the right to accept the substitutions or terminate the CONTRACT.

- d) After notice, AGENCY may transfer the CONTRACT or payment responsibility to another State agency, or assign the CONTRACT to a third-party for financing purposes.

CCPS understands the AGENCY may transfer the CONTRACT or payment responsibility to another State agency or assign the CONTRACT to a third party for financing purposes.

12. **LICENSE:** VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the AGENCY, VENDOR may meet the license requirement through a subcontractor.

CCPS understands and has the required licenses to provide Inmate Calling Services in the State of Illinois.

13. **MAINTENANCE ASSURANCE:**

- a) The AGENCY reserves the right to maintain any equipment purchased under this CONTRACT using AGENCY personnel or third-party maintainers. In such case, VENDOR shall provide the AGENCY or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The AGENCY reserves the right to return to VENDOR'S maintenance following written certification by VENDOR that the equipment is eligible for VENDOR'S maintenance. VENDOR'S standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR'S maintenance shall apply. Exercise of these rights by the AGENCY shall be without penalty or sanction by VENDOR.

CCPS understands and will comply with the above mention of maintenance assurance.

- b) If VENDOR discontinues service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the AGENCY at no cost adequate documentation and access to specialized or proprietary tools to allow the AGENCY or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR arranges for continued service and maintenance through another vendor and at a price acceptable to the AGENCY.

CCPS understands and will comply with the rules stated in section b regarding the maintenance of equipment.

14. **CONFIDENTIALITY AND USE OF WORK PRODUCT:**

- a) Any documents or information obtained by VENDOR from the AGENCY in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the AGENCY.

CCPS understands that any information or documents obtained from the AGENCY will be kept confidential and shall not be provided to any third party unless agreed in writing by the AGENCY.

- b) Unless otherwise agreed in writing the following applies. Work product produced under this CONTRACT, including, but not limited to, documents, reports, information, documentation of any

sort and ideas, whether preliminary or final, shall become and remain the property of the STATE, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the AGENCY all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. AGENCY shall exercise all rights of ownership in all such work product without restriction or limitation including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.

CCPS understands and will comply.

- c) The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and brings to the AGENCY in furtherance of performance of the CONTRACT shall remain the property of the VENDOR. VENDOR grants to the AGENCY a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

CCPS understands and will comply.

15. WARRANTY:

- a) VENDOR warrants that all services will be performed in a good and professional manner. Unless otherwise agreed, Vendor warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications. VENDOR warrants it has title to, or the right to allow the State to use, the supplies and services being provided and that the State may use same without suit, trouble or hindrance from VENDOR or third parties.

CCPS understands and will comply.

- b) VENDOR, for itself and its subcontractors and agents, represents and warrants that: (i) all products delivered and services performed under this CONTRACT (the "Products") are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, VENDOR shall, at its sole expense and without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach.

CCPS understands and will comply.

16. LIABILITY AND INSURANCE:

- a) VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the agency's facility. VENDOR shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

CCPS understands and will comply.

- b) VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the AGENCY and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the AGENCY. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.

CCPS understands and will comply.

- c) VENDOR shall, without limitation, at its expense defend the AGENCY against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the AGENCY in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AGENCY'S use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes noninfringing; or (b) procure for the AGENCY the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the AGENCY an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the State may incur to acquire substitute supplies or services.

CCPS understands and will comply.

- d) AGENCY assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third-party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (5 ILCS 350/1). The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.

CCPS understands and will comply.

- e) Neither party shall be liable for incidental, special or consequential damages.

CCPS understands and will comply.

17. **TAX COMPLIANCE:** VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

CCPS is in compliance with applicable tax requirements and is current in payment of such taxes.

18. **SOLICITATION AND EMPLOYMENT:** VENDOR shall not employ any person employed by the AGENCY during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the AGENCY'S director if VENDOR solicits or intends to solicit for employment any of the AGENCY'S employees during the term of this CONTRACT. AGENCY has no authority to contractually refuse to hire VENDOR'S employees who apply to the State for employment.

CCPS agrees not to employ anyone from the State during the term of this contract and will give notice to the State if we intend to solicit any State employee for hire.

19. **BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.

CCPS understands the State can conduct criminal and driver history background checks of any CCPS officers, employees or agents who would directly supervise or perform the services provided under this contract. Any CCPS personnel referenced in the previous sentence deemed unsuitable by the State must be replaced immediately.

20. **LEGAL ABILITY TO CONTRACT:** VENDOR certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

CCPS is under no legal prohibition on contracting with the State of Illinois, and has no conflicts of interest.

- a) VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.

CCPS complies with all applicable provisions of the U.S. Civil Rights Act, the American Disabilities Act and applicable rules in performance under this contract.

- b) VENDOR is not in default on an educational loan (5 ILCS 385/3).

CCPS is not in default of the educational loan.

- c) VENDOR has informed the director of the AGENCY in writing if VENDOR was formerly employed by that AGENCY and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

CCPS employees are not former employees of the Agency and have not received an early retirement incentive under Section 14-108.3 or 16-133.3.

- d) VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).

CCPS employees have not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State or has an admission on the record of having so bribed or attempted to bribe.

- e) If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

CCPS employees have not been convicted of a felony.

- f) **VENDOR is not barred from being awarded a contract because the VENDOR is delinquent in the payment of any debt to the State, unless VENDOR has entered into a deferred payment plan to pay off the debt, and VENDOR acknowledges the contracting state agency may declare the contract void if the certification is false (30 ILCS 500/50-11, effective July 1, 2002).**

CCPS is not delinquent in the payment of any debt to the State.

- g) **VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).**

CCPS has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CCPS accepted any money or other valuable thing, or acted upon the promise of it, for not bidding on a State contract.

- h) **VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).**

CCPS is not in violation of the "Revolving Door" section of the Illinois Procurement Code.

- i) **VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).**

CCPS will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State.

- j) **VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).**

CCPS is a drug-free workplace.

- k) **Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to CONTRACTS that exceed \$10,000 (30 ILCS 582).**

Neither CCPS nor any affiliates are participating or shall participate in an international boycott.

- l) **VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).**

CCPS has not been convicted of the offense of bid rigging or bid rotating of any State or of the United States.

- m) **VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).**

CCPS complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

- n) VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).

CCPS does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).

21. ***CONFLICTS OF INTEREST:** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the AGENCY, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the CONTRACT. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the VENDOR's obligation under this CONTRACT. Vendor shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

CCPS understands and will comply.

- a) the person intending to contract with the State, their spouse or minor child:
1. holds an elective office in Illinois;
 2. holds a seat in the Illinois General Assembly;
 3. is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or
 4. holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$90,420.00). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)
- b) the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 7½% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,700).
- c) the contract is with a firm, partnership, association or corporation in which a person covered by item (a), together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$301,400) from the firm, partnership, association or corporation.

CCPS understands and will comply.

22. **BREACH AND OTHER FOR CAUSE TERMINATION:** AGENCY may terminate this CONTRACT without penalty to the AGENCY or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the AGENCY giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.

CCPS understands.

23. **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

CCPS understands and will comply.

24. **ANTITRUST ASSIGNMENT:** Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.

CCPS understands and will comply.

25. **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the AGENCY does not unlawfully discriminate in employment, contracts, or any other activity.

CCPS understands.

26. **APPLICABLE LAW:** This CONTRACT shall be construed in accordance with and be subject to Illinois laws and rules, including the Standard Procurement Rules (44 Ill. Adm. Code 1). The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44 Ill. Adm. Code 750). Any claim against the State arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at www.legis.state.il.us.

CCPS understands.

27. **NOTICES:** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to AGENCY shall be sent to the executive head of the AGENCY at AGENCY headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.

CCPS understands and will comply.

28. **ENTIRE CONTRACT:** This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability.

CCPS understands and will comply.

29. **CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS' facilities.

CCPS understands.

AGENCY SUPPLEMENTAL TERMS AND CONDITIONS

The following supplemental terms and conditions, if checked, are attached and are applicable to this CONTRACT:

- Public Works Requirements.*
- Prevailing Wage (janitorial, security guard, window washing and food service if valued at more than \$200 per month or \$2000 per year).*
- Prevailing Wage (all printing contracts).*
- Prohibition on Contingent Fees (certain federally funded contracts)
- Other (describe)

INITIAL


*Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site (www.state.il.us/agency/idol/). You must check with IDOL before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this solicitation.

INITIAL

 INITIAL


1. Addendum 1, 2, 3, and 4 were submitted to vendors and are incorporated herein.
2. Technical Clarification #1 was submitted to vendor. Response is attached.

PUBLIC WORKS REQUIREMENTS

By submitting a bid or proposal or entering into this contract, the Vendor certifies its compliance with applicable public works requirements, and specifically certifies those employed under the contract as laborers, workmen and mechanics will receive the prevailing wage rate and work under conditions prevalent in the locality in which the work is performed.

1. All Vendors shall familiarize themselves with all provisions of all Acts referred to below, shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time, and shall conform to all Illinois statutory requirements regarding public works, including but not limited to the following:
 - a. Illinois Constitution, Article 1, Section 17, requires that the employment opportunities be free from discrimination.
 - b. The Illinois Human Rights Act, as amended (775 ILCS 5) and implementing rules.
 - c. The Public Works Employment Discrimination Act, as amended (775 ILCS 10).
 - d. The Veterans' Preference Act, as amended (330 ILCS 55).
 - e. The Service Men's Employment Tenure Act, as amended (330 ILCS 60).
 - f. In accordance with the Public Works Preference Act (30 ILCS 560) shall utilize Illinois laborers to the extent they are available and capable of performing the work of the contract.
 - g. In accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570), all laborers (whether skilled, semiskilled, unskilled, manual or nonmanual) used on this project must be Illinois residents for at least 30 days prior to the effective date of the contract resulting from this bid. No more than three regular executive or technical employees of the vendor may be excluded from the residency requirement. Other exceptions are authorized if there are not sufficient qualified Illinois residents. However, the vendor must first certify to that fact and obtain approval from the state project manager.
 - h. The Illinois Steel Products Procurement Act (30 ILCS 565). Steel products used or supplied in the performance of this contract shall be manufactured or produced in the United States, unless an exception is granted by the executive head of the procuring agency.
 - i. In no event shall minors be employed except as authorized by the Child Labor Law, as amended (820 ILCS 205).
 - j. In no event shall convict labor be employed except as authorized under Unified Code of Corrections, as amend (730 ILCS 5).
 - k. The Prevailing Wage Act, as amended (820 ILCS 130). This Act provides, in part, that wages paid to employed laborers, workmen and mechanics performing work under a public works contract must be not less than the prevailing rate of wages as determined by the Illinois Department of Labor. The Vendor shall prominently post the current schedule of prevailing wages at the project site. Nothing in the Acts referred to in this paragraph shall be construed to prohibit the payment of more than the prevailing wage scale.

Vendor must contact the Illinois Department of Labor to determine whether this provision is applicable and what the prevailing wages, fringe benefits and working conditions are for the locale in which the contract is to take place. It is your responsibility to ensure you pay the current rate at all times.

The Vendor and subcontractors shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the Contract. The record shall be open at all reasonable hours for inspection by any representative of the procuring agency or the Illinois Department of Labor, and must be preserved for three years following completion of the Contract.

The Illinois Department of Labor determines the prevailing wage applicable to the locale in which this contract is to take place. The applicable rate for each skill category and location must be obtained from the Illinois Department of Labor. IDOL lists prevailing wage rates at www.state.il.us/agency/idol/ and can be reached by telephone at 217-782-1710.

CCPS has read the above requirements regarding the Public Works requirements and agree to conform to all Illinois statutory requirements including but not limited to the above rules.

2. Performance Bond.

Project Performance Bond 100% of labor cost needed to complete the contract

For all contracts having a stated face value of \$5000 or more, Vendor shall provide a **project performance bond** equal to the above dollar amount (or % of the contract price) for the initial term. During any renewal term the amount shall remain the same unless otherwise agreed. The cost of the performance bond shall be included in the price offered to the state.

The performance bond is intended, in part, to ensure the payment of prevailing wage and benefits.

CCPS understands and will comply with providing a project performance bond within 10 days of the award of the contract.

VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS

Any additional material and any exceptions must be noted on this page and provided as part of this attachment. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with ILCS, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

Additional Material (mark one)

- No other material included
 Other material included (describe--attach additional pages if needed)

CCPS has added additional sections to the bid as follows:

Appendix A contains telephone, TDD, recorder and call processing equipment specifications and collateral material

Appendix B contains Account team information and resumes

Appendix C contains copies of reports that can be provided to the State of Illinois

Appendix D which contains a copy of the 10K for the year ending December 31, 2001

Appendix E which contains the tariffs that are filed through the Illinois Commerce Commission

Attachments contain Attachment A-1 and Attachment B. These were provided within Addendum 1 on March 26, 2002.

Addendum 1 contains addendum 1, provided by the State of Illinois on March 26, 2002.

Addendum 2 contains addendum 2, provided by the State of Illinois on May 2, 2002.

Addendum 3 contains addendum 3, provided by the State of Illinois on May 8, 2002.

Addendum 4 contains addendum 4, provided by the State of Illinois on May 28, 2002.

Exceptions (mark one):

- No exceptions
 Exceptions taken (describe--attach additional pages if needed)