

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, 711 Kaskaskia, 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	--



121 South 17th Street
P.O. Box 7001
Mattoon, Illinois 61938-7202
Address Service Requested

July 24, 2002

Ms. Kim Ahmer
Department of Central Management Services
Contract Administration
704 Stratton Building
Springfield, Illinois 62706

Dear Kim:

Please accept CCPS's response to the clarification questions dated July 19, 2002. I have enclosed one original and three copies within a sealed envelope.

If further clarification is required please don't hesitate to contact me with any questions. I can be reached at:

Susan Montague
Product Manager
Consolidated Communications Public Services
217-234-9947 work
217-258-8434 fax
smontague@mcleodusa.com

Sincerely,

A handwritten signature in cursive script that reads "Susan Montague". The signature is written in dark ink and is positioned above the typed name and title.

Susan Montague
Product Manager

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 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
[Handwritten initials]

*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
[Handwritten initials]

INITIAL
[Handwritten initials]

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)



STATE OF ILLINOIS

CONTRACT APPROVAL SHEET

Request ID: 07-00000022296	Project Title: Inmate Collect Calling Service
Agency: CMS-Central Management Services	Relevant: Telecom
Requester Name: Tiffany Power	Contract Type: Agency-Specific Contract
Proc. Approach: Renewal	Initial Term: 07/01/2007 thru 06/30/2008
No. of Renewals: 1	Initial Est Value: 0.00
Master Contract:	Total Award Value: 0.00

Funding Source	Fiscal Year	Value
0312 - COMMUNICATIONS REVOLVING	2008	0.00

Vendor	Contract Number	Contract Value
Consolidated Communications	TCVS 0302-1	0.00

Objective:

The objective of this procurement is to renew the Inmate Collect Calling contract which will allow Consolidated Communications to continue to provide this service to all Dept. of Corrections facilities.

Select Vendors

REVIEWED BY (TITLE)	SIGNATURE	DATE
REVIEWED BY (TITLE)	SIGNATURE	DATE
Requesting Program Manager*** TITLE	SIGNATURE <i>[Signature]</i>	DATE <i>2/15/07</i>
CMS Legal** TITLE	SIGNATURE <i>[Signature]</i>	DATE <i>06/04/2007</i>
CMS SSM or Designee TITLE	SIGNATURE <i>[Signature]</i>	DATE

Administer Contracts

CMS SSM or Designee TITLE	SIGNATURE <i>[Signature]</i>	DATE <i>06/04/2007</i>
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*Only required if a sole source or brand name procurement
 **Signature not required if no change to a standard terms and conditions; no exceptions or rejections
 ***Electronic approval (i.e. e-mail) can be used in lieu of a signature.

02/14/2007
 Agency Procurements <\$100,000

CONTRACT RENEWAL

Obligation #: _____
CMS #: TCVS 0302 - 1

The undersigned Department of Central Management Services (AGENCY)
and _____ (VENDOR),
agree to RENEW the described CONTRACT as follows:

- DESCRIPTION OF CONTRACT BEING RENEWED: Original Contract #: TCVS0302
Master for inmates Collect Calling Vendor Contract #: _____
- TERMS AND CONDITIONS: This RENEWAL is on the same terms and conditions as the CONTRACT being renewed except as changed and described herein. All required certifications and disclosures have been made and are current.
- RENEWAL TERM: This RENEWAL shall begin July 1, 2007 and shall run through June 30, 2008
- COST (DESCRIBE CALCULATION AND/OR COST BASIS, IF APPLICABLE):
Pricing per contract TCVS0302
- ATTACHMENTS:
Certifications.
- CHANGES FROM CONTRACT BEING RENEWED (INCLUDING COMPENSATION):
None.

IN WITNESS WHEREOF, the undersigned parties have caused this RENEWAL to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR
 Signature: [Signature]
 Printed Name: Brian L. Cook
 Title: V.P.
 Date: 12-19-06
 Address: 121 R. 17th St.
Marlboro, N.J. 07938
 Phone Number: (817) 234-2307
 Fax Number: (817) 234-2810

AGENCY
 Signature: _____
 Title: _____
 Date: _____

CENTRAL MANAGEMENT SERVICES
 Signature: Maureen T. O'Donnell by Diego Estrella
 Title: ACTING DIRECTOR ISSUE SSM
 Date: MAUREEN T. O'DONNELL DIEGO ESTRELLA
June 4, 2007

STATE USE ONLY - Source Selection: IFB (including Multi-step) RFP RFP/P&A Small Purchase
 Sole Source Emergency Exempt from Code Other (describe) _____
 Payment Method: Payable in Advance Other (specify) _____

CERTIFICATIONS

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:

- 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.
- b) Vendor is not in default on an educational loan (5 ILCS 385/3).
- c) Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
- 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).
- 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).
- f) If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
- g) Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- h) Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledge that failure to comply can result in the contract being declared void.
- i) Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. (30 ILCS 500/50-14)

- j) 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).
- k) Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- l) Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- m) 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).
- n) 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).
- o) 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).
- p) 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).
- q) 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).
- r) Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- s) Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- t) Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated".
- u) **CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, 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:

- 1) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or 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 \$90,414.60). (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.);
- 2) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,661.00).
- 3) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above, 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 \$301,392.00) from the firm, partnership, association or corporation.

VENDOR (show Company name and DBA)

Consolidated Communications Public Services, Inc.

Signature 

Printed Name Brian L. Case

Title V.P. Date 12-19-06

Address 121 S. 17th St.

Matthew, IL 61938

Taxpayer Identification Number

I certify that:

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

Name (Printed): Consolidated Communications Public Services, Inc.

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number 37-1246556

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Corporation providing or billing medical and / or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and / or health care services | <input type="checkbox"/> Other _____ |

CONTRACT RENEWAL

The undersigned Illinois Department of Central Management Services and Consolidated Public Services agree to RENEW the described CONTRACT as follows:

1. DESCRIPTION OF CONTRACT BEING RENEWED:
Master Contract for Inmate Collect Calling.
2. TERMS AND CONDITIONS: This RENEWAL is on the same terms and conditions as the CONTRACT being renewed except as changed and described herein. All required certifications and disclosures have been made and are current.
3. RENEWAL TERM: This RENEWAL shall begin July 1, 2008 and shall run through June 30, 2012.
4. COST (DESCRIBE CALCULATION AND/OR COST BASIS, IF APPLICABLE):
Pricing per contract TCVS0302 except as noted on Attachment A.
5. ATTACHMENTS:
 1. Description of changes in the pricing structure and a description of the changes in the method that inmate calls are recorded - Attachment A.
 2. Certifications.
6. CHANGES FROM CONTRACT BEING RENEWED (INCLUDING COMPENSATION):
See Attachment A.

IN WITNESS WHEREOF, the AGENCY and the VENDOR have caused this RENEWAL to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR
(show name) Consolidated Communications Public Services, Inc.

Signature 

Printed Name Brian Carr

Title Vice President Date 5-27-08

Address 121 S. 17th Street
Mattoon, Illinois 61938

Phone 217-235-3307 Fax 217-234-2810

E-mail brian.carr@consolidated.com

STATE OF ILLINOIS
(name of Agency/Buyer) _____

Signature _____

Printed Name _____

Title _____ Date _____

Address _____

Phone _____ Fax _____

E-mail _____

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Official Signature  30

Printed Name Karen T. O'Donnell

Title Acting Director Date 5/28/08

Address 100 W. Randolph Ph, Chicago, IL

Phone _____ Fax _____

Designee Signature 

Printed Name Oscar E. Colalillo

Title Facilities Manager Date 5/28/08

Address 100 W. Randolph Ph, Chicago

Phone 312-814-6797 Fax _____

STATE USE ONLY			
Project Title: _____			
Procurement Method (IFB, RFP, Sole Source, etc): _____		Award Code: _____	
IPB Publication Date: _____	IPB Ref. # _____	Subcontractors Utilized? Y/N	Subcontractors Disclosed? Y/N
PBC# _____	Renewal Contract # _____	Original Contract # _____	
(Fiscal Use Only) Obligation # _____			

Attachment A

Consolidated Public Services, in exchange for exercising the four remaining renewal options on contract TCVS0302, agrees to the following:

1. Rate Reduction

- A. Collect Calls – Reduce the surcharge for inter-state calls from the current \$3.95 to \$2.50. Reduce the per minute charge for inter-state calls from the current \$.89 to an average \$.24 mileage based rate.
- B. Pre-pay Calls – Reduce the surcharge for inter-state calls from the current \$3.95 to \$1.80. Reduce the per minute charge for inter-state calls from the current \$.89 to an average \$.24 mileage based rate. Reduce the surcharge for intra-state calls from the current \$2.50 to \$1.80.
- C. The rate of commissions paid to the state will not change.

2. Inmate Call Recording

- A. Consolidated will replace the existing recorders, that reside at the individual institutions, with a centralized recording solution, at no cost to the state. The estimated value of the solution is \$500,000. Consolidated will retain ownership of the equipment. The State of Illinois will retain ownership of the call recordings/data collected by this equipment.
- B. Consolidated will install and provide day to day support of the recording solution for the life of the contract. The equipment will be installed in a controlled environment.
- C. Consolidated will have the equipment installed and the recording of calls migrated to the new centralized solution within 120 days of the execution of this renewal.
- D. The supplier selected by Consolidated must be agreed to by the Department of Corrections and must meet the following specifications:
 - 1) The equipment and data must be centralized. The vendor will continue to maintain a PC at all sites and will continue to support the decommissioned Eventide recordings.
 - 2) Call recordings must be easily accessible 24/7 via the internet from each prison site or from any remote location. The Illinois Department of Corrections will provide adequate network connection to the prison sites.
 - 3) The call recording system must have security that will allow users to be restricted by any combination of the following: inmate number, call date, call time, called number, line (or channel). The security will be managed by a designated administrator from the Illinois Department of Corrections.
 - 4) Call recordings must be indexed by Inmate PIN, Call Date, Call Time, Phone Trunk, and called party. The sorting/retrieval functionality must be capable of utilizing any of these indexes separately or in combination.
 - 5) Call recordings must be easily and rapidly converted to a universal format, such as wav or MP3.
 - 6) The call recording system must have a remote access function in which a recorded call can be sent over the phone to one of our staff, i.e. for on the fly translation.
 - 7) The call recording system must have an alert function (e-mail, audio/visual alert on PC, etc.) to notify when a call is made by specified PIN or called number.

CERTIFICATIONS

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:

- 1) 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.
- 2) Vendor is not in default on an educational loan (5 ILCS 385/3).
- 3) Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
- 4) Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).
- 5) 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).
- 6) 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).
- 7) If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
- 8) Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- 9) Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledge that failure to comply can result in the contract being declared void.

- 10) Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. (30 ILCS 500/50-14)
- 11) 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).
- 12) Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 13) Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 14) 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).
- 15) 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).
- 16) 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).
- 17) 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).
- 18) 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).
- 19) Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- 20) Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 21) Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated".
- 22) In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

- 23) Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).
- 24) **CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, 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:
- 1) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or 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 \$90,414.60). (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.);
 - 2) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,691.00).
 - 3) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above, 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 \$301,382.00) from the firm, partnership, association or corporation.

VENDOR (show Company name and DBA)

Consolidated Communications Public Services, Inc.

Signature 

Printed Name Brian Carr

Title Vice President Date 5-27-08

Address 121 S. 17th Street

Mattoon, Illinois 61938

Taxpayer Identification Number

I certify that:

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

Company Name: Consolidated Communications Public Services, Inc.

Taxpayer Identification Number:

Social Security Number _____
 or
 Employer Identification Number 37-1246556

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: 

Date: 5-27-08