

**AMENDMENT TO AGREEMENT
LANCASTER COUNTY
INMATE PHONE SERVICES FOR COUNTY CORRECTIONAL FACILITIES
BID 09-016**

RECEIVED
C-13-0559
OCT 31 2013
LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this ____ day of _____, 2013, by and between Legacy International, Inc. dba Legacy Inmate Communications, 10833 Valley View Street, Cypress, CA 90630 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Agreement dated March 19, 2009 under County Contract No. C-09-0137, (the "Agreement"), **INMATE PHONE SERVICES FOR COUNTY CORRECTIONAL FACILITIES** which is made a part hereof by this reference.

WHEREAS, the parties wish to renew the contract for the Youth Service Center for a (3) three year term from November 1, 2013 to October 31, 2016. All terms and conditions regarding service to the Youth Service Center will remain in effect during the term of the contract.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-09-0137, and all amendments thereto, and stated herein the parties agree as follows:

- 1) The parties wish to renew the contract for the Youth Service Center for a (3) three year term from November 1, 2013 to October 31, 2016.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 5 day of November 2013

Approved as to form

this 5 day of Nov., 2013

Bullington Bohrens
Deputy County Attorney
Lancaster County Attorney

Deb Schorr
David Smyth
Larry Anderson
James H. Hurd
Kevin R. Brown

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated October 25, 2013

Company Name: (PLEASE PRINT)	Legacy Inmate Communications
By: (PLEASE PRINT)	Curtis A. Brown
By: (PLEASE SIGN)	<u>Curtis A. Brown</u>
Title:	President
Company Address: (PLEASE PRINT)	10833 Valley View St., Suite 150, Cypress CA
Company Phone & Fax: (PLEASE PRINT)	800-577-5534 / 900-700-1116
E-Mail Address: (PLEASE PRINT)	cbrown@legacyinmate.com

RECEIVED

OCT 03 2013

AMENDMENT TO AGREEMENT
LANCASTER COUNTY
INMATE PHONE SERVICES FOR COUNTY CORRECTIONAL FACILITIES
BID 09-016

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 8 day of October 2013, by and between Legacy International, Inc. dba Legacy Inmate Communications, 10833 Valley View Street, Cypress, CA 90630 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Agreement dated March 19, 2009 under County Contract No. C-09-0137, (the "Agreement"), **INMATE PHONE SERVICES FOR COUNTY CORRECTIONAL FACILITIES** which is made a part hereof by this reference.

WHEREAS, the parties wish to continue the automatic month-to-month renewal at the Youth Service Center until cancelled by either party giving the other written notice of cancellation not less than 30 days prior to the date identified by the cancelling party as the cancellation date.

WHEREAS, the parties wish to terminate services at the Intake and Detention Facility (IDF) and the Lancaster Correctional Facility (LCF) as listed in Line Item 1 and 2 in the Bid Proposal for Bid 09-016. This amendment is the written notice of cancellation for these two facilities effective October 28, 2013.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-09-0137 and stated herein the parties agree as follows:

- 1) The parties wish to continue the automatic month-to-month renewal at the Youth Service Center until cancelled by either party giving the other written notice of cancellation not less than 30 days prior to the date identified by the cancelling party as the cancellation date.
- 2) The parties wish to terminate services at the Intake and Detention Facility (IDF) and the Lancaster Correctional Facility (LCF) as listed in Line Item 1 and 2 in the Bid Proposal for Bid 09-016. This amendment is the written notice of cancellation for these two facilities effective October 28, 2013.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 8 day of October 2013

Approved as to form

this 8 day of Oct, 2013

Bryan Behrens
Deputy County Attorney
Lancaster County Attorney

Deb Schorr
Debi Snyga
Debi Snyga
James Kasper
James Kasper

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated September 23, 2013

Company Name: (PLEASE PRINT)	Legacy Inmate Communications
By: (PLEASE PRINT)	Curtis A. Brown
By: (PLEASE SIGN)	<u>Curtis A. Brown</u>
Title:	President
Company Address: (PLEASE PRINT)	10833 Valley View Street #150, Cypress CA 90630
Company Phone & Fax: (PLEASE PRINT)	900-577-5534 / 800-700-1116
E-Mail Address: (PLEASE PRINT)	cbrown@legacyinmate.com

VENDOR COPY

Amendment to Agreement for Inmate Phone Services for County Correctional Facilities Bid No. 09-016

REC-112-0169 APR 05 2012 LANG...

This Amendment is hereby entered into on this 10 day of April, 2012, by and between Legacy International, Inc., dba Legacy Inmate Communications, 10833 Valley View Street, Cypress, CA 90630 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending an Agreement dated March 19, 2009, County Contract No. C-09-0137, (the "Agreement"), for Inmate Phone Services for County Correctional Facilities, Bid No. 09-016, which is made a part hereof by this reference.

WHEREAS, the parties wish to renew the agreement from March 24, 2012 to April 23, 2012, with the Agreement automatically renewing on a month-to-month basis thereafter; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract No. C-09-0137, and stated herein the parties agree as follows:

- 1) The term of this Agreement shall be from March 24, 2012 to April 23, 2012 and shall automatically renew on a month-to-month basis thereafter unless cancelled by either Party giving the other written notice of cancellation not less than 30 days prior to the date identified by the cancelling party as the cancellation date.
2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 10 day of April, 2012

Approved as to form this 10 day of April, 2012

Signature of Deputy County Attorney, Lancaster County Attorney

Signatures of Board of Commissioners: Jane Roberts, Renee News, Deb Short, Hudkins Absent, Smoyer Absent

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 4/2/12

Table with 2 columns: Label (Company Name, By, Title, etc.) and Handwritten Information (Legacy Inmate Communications, Curtis A. Brown, President, 10833 Valley View St, etc.)

C-11-0213
RECEIVED

APR 21 2011

LANCASTER COUNTY
CLERK

AMENDMENT

THIS AMENDMENT, is made and entered into by and between Legacy International Inc., dba Legacy Inmate Communications, 10833 Valley View Street, Cypress, CA 90630, hereinafter referred to as "Contractor," and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "County".

WHEREAS, the parties entered into a two-year Agreement executed by the County on March 24, 2009, under County Contract No. C-09-0137, hereinafter referred to as the "Agreement", a copy hereof being incorporated by reference, for the purpose of obtaining inmate phone services for Lancaster County correctional facilities; and

WHEREAS, the parties entered into an Amendment executed by the County on March 8, 2011, under County Contract No. C-11-0111, hereinafter referred to as "Amendment 1", a copy hereof being incorporated by reference, for the purpose of extending the term of the Agreement from March 24, 2011 to March 23, 2012; and

WHEREAS, the County has entered into a separate agreement with Praeses, LLC, for certain inmate telephone consulting, management and reconciliation services; and

WHEREAS, the County desires to have Contractor direct commission records and payments to Praeses, LLC; and

WHEREAS, the parties have agreed to amend the Agreement to direct commission records and payments to Praeses, LLC.

NOW THEREFORE, in consideration of the mutual covenants contained in the original Agreement executed by the County on April 27, 2010, under County Contract Number C-09-0137, and Amendment 1 executed by the County on March 8, 2011, under County Contract Number C-11-0111, it is agreed by and between the parties that the following amendments to the Agreement be made:

- 1. Amend Section VI, INMATE PHONE SYSTEM, BILLING AND COMMISSION PAYMENT REQUIREMENTS, of the Agreement by substituting the following language:

- 4.4.2 Such payment shall be clearly identified as "GUARANTEED ANNUAL MINIMUM COMMISSION PAYMENT" and shall be paid to:

Praeses, LLC	AND/OR	Youth Services Center
Attn. Transaction Management		Attn: Melissa hood
330 Marshall St. Suite 800		1200 Radcliff St.
Shreveport, LA 71101		Lincoln, NE 68521

- 1. Amend Section VI, INMATE PHONE SYSTEM, BILLING AND COMMISSION

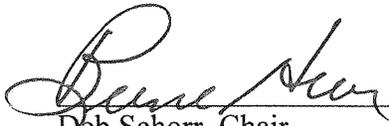
PAYMENT REQUIREMENTS, of the Agreement by substituting the following language:

4.5 Praeses, on behalf of the County, shall have the right to access and inspect the telephone instruments and the right to access and inspect the gross revenues generated on the telephones, on an unannounced basis, for the purpose of sales verification.

All other terms of the original Agreement, under County Contract No. C-09-0137, and Amendment 1, under County Contract No. C-11-0111, not otherwise inconsistent herewith, shall remain in full force and effect.

EXECUTED this 26 day of April, 2011, by Lancaster County, Nebraska.

THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA



Deb Schorr, Chair
Bernie Heier, Vice Chair

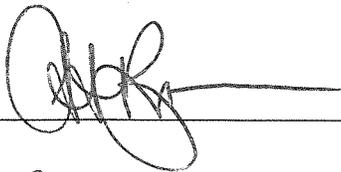
APPROVED AS TO FORM

this 26 day of April, 2011.



Deputy County Attorney
for JOE KELLY
County Attorney

EXECUTED this 19th day of April, 2011, by Legacy International Inc., dba Legacy Inmate Communications

By: 

Title: President

**Amendment to Agreement for
Inmate Phone Services for
County Correctional Facilities
Bid No. 09-016**

RECEIVED

MAR 01 2011

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 8 day of March, 2011, by and between Legacy International, Inc., dba Legacy Inmate Communications, 10833 Valley View Street, Cypress, CA 90630 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending an Agreement dated March 19, 2009, County Contract No. C-09-0137, (the "Agreement"), for Inmate Phone Services for County Correctional Facilities, Bid No. 09-016, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 24, 2009 through March 23, 2011 with the option to renew for two (2) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew (1st of 2 renewals) the agreement for an additional one (1) year term being March 24, 2011 through March 23, 2012; and

NOW, THEREFORE; IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract No. C-09-0137, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning March 24, 2011 through March 23, 2012.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 8 day of March, 2011

Approved as to form
this 8 day of March, 2011

Brillianty Behrens
Deputy County Attorney
Lancaster County Attorney

Jane Raybould
[Signature]
[Signature]
Beena Khan
Hudkins Absent

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 2/23/11

Company Name: (PLEASE PRINT)	Legacy Inmate Communications
By: (PLEASE PRINT)	Curtis A. Brown
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	President and CEO
Company Address: (PLEASE PRINT)	10833 Valley View Street, Suite 150 Cypress, CA 90630
Company Phone & Fax: (PLEASE PRINT)	(800) 577-5534 / (800) 700-1116
E-Mail Address: (PLEASE PRINT)	cbrown@golegacy.com

Original Copies to: Contractor
County Clerk
County Agency

C-09-0137

RECEIVED

MAR 19 2009

CONTRACT DOCUMENTS

LANC. COUNTY CLERK

LANCASTER COUNTY

NEBRASKA

**INMATE PHONE SERVICES FOR COUNTY
CORRECTIONAL FACILITIES**

**Legacy International, Inc d/b/a Legacy Inmate
Communications
10833 Valley View Street
Cypress, CA 90630**

**LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Legacy International Inc., dba Legacy Inmate Communications, 10833 Valley View Street, Cypress, CA 90630, hereinafter called the Contractor, and Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the County.

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

RFP - Inmate Phone Services for County Correctional Facilities, Spec. 09-016;

and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and

WHEREAS, the County has opened, examined, and canvassed the Proposals/Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the best choice for the said Work for the sum or sums, billing charges, rates, signing bonus, pricing, charge-per-call, commission percentage and Guaranteed Annual Minimum Commission named in Exhibits #1 and #2, copies thereof being attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor, service, maintenance, repairs, and installation in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, perform, construct, and complete all Work included in and covered by the County's award of this Contract to the Contractor. Such award being based on the acceptance by the County of the Contractor's Proposal/Supplier Response and the sum or sums, billing charges, rates, signing bonus, pricing, charge-per-call, commission percentage and Guaranteed Annual Minimum Commission provided in Exhibits #1 and #2, copies thereof being attached hereto and made a part of this Contract.
2. The Contractor agrees to pay to the County a commission amount equal to Sixty Percent (60%) of the Gross Revenues as defined in Specification No. 09-016 and Addendum #1, #2, and #3. The Contractor agrees and guarantees to pay to the County a Guaranteed Annual Minimum Commission of One Hundred Seventy Thousand Dollars (\$170,000.00). The Contractor agrees to pay the County a signing bonus of Twenty Thousand Dollars (\$20,000.00), such signing bonus shall be paid to the County within thirty (30) days from the date services are established. The Contractor also agrees to set billing charges, rates, pricing, and charges-per-call pursuant to the rates provided in Exhibit #2, a copy thereof being attached hereto and made a part of this Contract. The County agrees to allow the Contractor to provide inmate phone services to Lancaster County Correctional facilities and the Youth Services Center pursuant to the Contract Documents.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. **The term of the Contract shall be for two years and shall begin on the date of execution by both parties.** The parties shall have the option to renew for two (2) additional one (1) year periods upon the written mutual consent of both parties. However the contract will not be renewed or extended beyond the time the New Lancaster County Correctional Facility building is completed and ready for occupation unless both parties agree to such renewal or extension in writing.
5. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
6. **GUARANTEE:** A performance and payment bond in the amount of \$60,000 shall be required for the duration of the contract, and shall be executed by the Contractor and a corporate surety company authorized to transact business in the State of Nebraska.
7. Insurance. The Contractor shall provide insurance in accordance with the "Insurance Requirements for County Contracts" attached hereto and incorporated by this reference.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. This Contract Agreement
 2. Exhibits #1 and #2
 3. Specification No. 09-016, and Addendum #1, #2, and #3
 4. The Instructions to Proposers
 5. Insurance Certificate
 6. The Performance Bond
 7. The Accepted Proposal/Supplier Response, **Inmate Phone Services for County Correctional Facilities, Spec. 09-016**

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached. In the event of conflict, silence or ambiguity in the Contract, the Contract Documents shall be referred to in the prioritized order listed above.

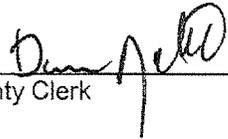
The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this contract.

EXECUTION BY THE LANCASTER COUNTY, NEBRASKA

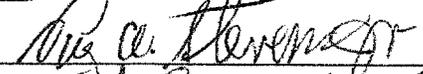
ATTEST:

LANCASTER COUNTY BOARD OF
COMMISSIONERS

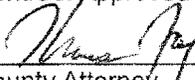


County Clerk



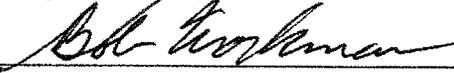


Contract Approved as to Form



County Attorney







Dated 3/24/09

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)
Secretary

Legacy Inmates Communications
Name of Corporation

16833 Valley View St Suite 150, Concord, CA 94630
(Address)

By: [Signature]

Charles A. Brown
Duly Authorized Official

President / CEO
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):
Legacy International, Inc. d/b/a Legacy Inmate Communications
10833 Valley View Street
Cypress, CA 90630

SURETY (Name and Principal
Place of Business):

Owner (Name and Address):
Lancaster County, Nebraska
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: March 16, 2009
Amount: \$60,000.00

Description (Name and Location):
For all labor, material and equipment necessary for Inmate Phone Services for County Correctional Facilities,
Spec. 09-016

BOND

Date: March 16, 2009
Amount: \$60,000.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
Legacy International, Inc. d/b/a Legacy Inmate Communications
10833 Valley View Street
Cypress, CA 90630

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28a (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):
Legacy International, Inc. d/b/a Legacy Inmate Communications
10833 Valley View Street
Cypress, CA 90630

SURETY (Name and Principal Place Of Business):

Owner (Name and Address):
Lancaster County, Nebraska
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: March 16, 2009
Amount: \$60,000

Description (Name and Location):
For all labor, material and equipment necessary for Inmate Phone Services for County Correctional Facilities,
Spec. 09-016

BOND

Date: March 16, 2009
Amount: \$60,000
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
Legacy International, Inc. d/b/a Legacy Inmate Communications
10833 Valley View Street
Cypress, CA 90630

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28B (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email		Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			Department
Fax	1 (402) 441-6513			Building
Bid Number	09-016 Addendum 3	Department		Floor/Room
Title	RFP - Inmate Phone Services for County Correctional Facilities	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	01/02/2009	Telephone	1 (402) 441-8309	Email
Close Date	1/29/2009 12:00:00 PM CST	Fax	1 (402) 441-6513	
Need by Date		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company Legacy Communications
 Address 10833 Valley View Street
 Suite 150
 Cypress, CA 90630
 Contact Curtis A. Brown
 Department
 Building
 Floor/Room
 Telephone 1 (800) 670 0015
 Fax 1 (800) 700 1116
 Email cbrown@golegacy.com
 Submitted 1/23/2009 1:56:43 PM CST
 Total \$175,000.00

Signature _____

Supplier Notes

Bid Notes

PLEASE NOTE: A written and electronic response is required for this bid. Failure to respond accordingly may result in rejection of proposal.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes

2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Performance/Payment Bond	I acknowledge that the Performance Bond and Payment Bond in the amount of \$60,000.00 will be required with the signed contract upon award of this job.	Yes
8	Contact	Name of person submitting this bid:	Curtis A. Brown
9	Bid Bond Submission - County	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of \$5,000.00 is made payable to the order of the Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
10	Written Response	I have completed all the written documents as required in the Specifications and have mailed or hand-delivered them to the following address: City/County Purchasing Robert Walla 440 So. 8th Street Suite 200 Lincoln, NE 68508 NOTE: THESE MUST BE RECEIVED PRIOR TO THE BID CLOSING!	Yes
11	Monthly Commission Percentage - IDF and LCF	List the firm fixed percentage of GROSS REVENUES offered to pay to the Lancaster County as a commission under the requirements of this RFP for the Intake and Detention Facility and Lancaster Corrections Facility.	62
12	Monthly Commission Percentage - YSC	List the firm fixed percentage of GROSS REVENUES offered to pay Lancaster County as a commission under the requirements of this RFP for the Youth Services Center.	62
13	Charge Per Call Rate Sheets	I completed both of the Charge Per Call Rate Sheets and attached them to the written portion of my Proposal.	Yes
14	Cellular Telephone Accessibility	Indicate if your company has the capabilities to allow paid calls to cellular telephones throughout the United States. If so, are the rates different than those listed on the Charge Per Call Rate Sheet? If so, list the rates. YOU MAY LIST THIS INFORMATION HERE OR INCLUDE AS PART OF YOUR WRITTEN RESPONSE.	Legacy does provide pre-paid "collect" service to any Cellular Telephone. The Company explains its pre-paid service in detail in its "RFP Response" Submission.
15	Page 2	Please note that there is a page 2 of Attributes.	Yes

- 16 Agreement to Addendum No. 1 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: SEE ATTACHMENT FOR QUESTION CLARIFICATION AND PREBID INFORMATION. Yes
- 17 Agreement to Addendum No. 2 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: PHONE USE RECORDS AND COMMISSION REPORTS HAVE BEEN ATTACHED TO THE BID ATTACHMENT SECTION OF THE EBID. Yes
- 18 Agreement to Addendum No. 3 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: ADDITIONAL CLARIFICATION HAS BEEN GIVEN BASED ON VENDOR QUESTIONS AND PREBID MEETING. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Guaranteed Annual Minimum Commission Intake and Detention Facility(IDF)	\$122,500.00
Item Notes:				
Supplier Notes: Legacy Inmate Communications has offered a total GMAC of \$175,000. This sum is a total for all three Lancaster facilities - the IDF, LCF, and YSC. The Company has also offered a \$20,000 Sign-On Bonus.				
2	1	Lump Sum	Guaranteed Annual Minimum Commission Lancaster Correctional Facility (LCF)	\$35,000.00
Item Notes:				
Supplier Notes: Legacy Inmate Communications has offered a total GMAC of \$175,000. This sum is a total for all three Lancaster facilities - the IDF, LCF, and YSC. The Company has also offered a \$20,000 Sign-On Bonus.				
3	1	Lump Sum	Guaranteed Annual Minimum Commission Youth Services Center	\$17,500.00
Item Notes:				
Supplier Notes: Legacy Inmate Communications has offered a total GMAC of \$175,000. This sum is a total for all three Lancaster facilities - the IDF, LCF, and YSC. The Company has also offered a \$20,000 Sign-On Bonus.				
Response Total:				\$175,000.00

LANCASTER COUNTY

COUNTY-CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

ADDENDUM #1

Issue Date: 01/15/09

SPECIFICATION NO.09-016

FOR

Inmate Phone Service for Correctional Facilities

Addenda are instruments issued by the County prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the County's specification and bidding documents:

The following clarification to questions posed by several vendors are as follows:

1. **The current contract is online. Go to lincoln.ne.gov - type Contracts in search box - Click Service Contracts - Click the letter I for Inmate. This will give you the terms and commission rates for the current vendor.**
2. **The bill service fees and surcharges being charged by Securus may change based on the called party's phone service. If surcharges are being charged over and above the contract rates, the County does not have knowledge of such charges.**
3. **International calling is allowed under the new proposal.**
4. **There is currently not a PrePaid Account system in place if the called cannot accept collect calls.**
5. **We have sent several requests to Securus for the call reports from the last six months. We have not received a response and therefore we are unable to provide that information at this time. When the information is received it will be sent out via an addendum through the Ebid system. The Commissions for the IDF and LCF for the last 6 months not including calling cards is \$45,025.00 for both IDF and LCF facilities.**
6. **The RFP has been extended to January 29, 2009. All information must be received as required by the Proposal Specs on that date and by the prescribed time.**
7. **PREBID MEETING - A meeting has been scheduled for Tuesday, January 20, 2009 to view each of the 3 locations. This will be the only opportunity to get access to the facilities. We will meet at the Youth Services Center at 1:00pm CST and then go to the Downtown facility and finally the LCF. The Youth Services Center is located at 1200 Radcliff Street in Lincoln. If you have trouble locating the Center, please call me at 402-441-8309.**
8. **No facility expansion is planned at the present time.**

9. See the Specifications and Instructions To Bidders for additional information on submitting questions.
10. This Proposal will be reviewed by a committee. If the committee decides to interview vendors, they will be notified by phone and a letter. Once interviews are complete, a vendor will be awarded a contract with service to start on March 1, 2009.
11. Calls in the Booking Area are free including long distance at the YSC but not at the IDF. The IDF has free calls to professionals which are programmed into the system onsite. There are no booking facilities at the LCF.
12. There is a 20 minute maximum time limit for calls from the Booking Area for YSC and no time limit from IDF.
13. The current vendor has been asked to provide the number of free calls in the last 12 months but we have yet to receive them.
14. The County requires 2 TDD sets for YSC, 1 set for LCF and 4 sets for IDF.
15. The County is not requesting full time monitoring and or recording of the visitation sets in any of the facilities.
16. Phone calls at YSC are recorded but not monitored unless authorized by law or if a situation arises where it is necessary to maintain safety and security of the facility.
17. The County does not use any type of kiosk automated teller machine to receive commissary funds for inmate phone cards. The inmates currently request cards from staff on a certain day and time of the week. See contract for additional details.
18. The County does not anticipate a proposal for commissary services during the term of the contract.
19. There is a need to interface the inmate phone services with the County Jail Management System. It is currently being provided by our IS dept.
20. The time limit for calls at IDF and LCF is 20 minutes and 15 minutes at YSC.
21. Prepaid debit cards are used in both the adult and youth facilities. They are sold in \$5, \$10 and \$20 increments. The current contract addresses the rate structure for cards over the use of collect calls.
22. The following reports are required to fulfill the request in Section 1, Parag. 6:
Number of calls made, minutes and rate of usage by local, long distance, etc and the name of the facility.
23. A separate commission check is required of each location.
24. The report required in Section 1 part 6.2.5 may be completed separate of the Commission report.
25. It is the intent of the County to be able to get reports from the vendor by date and time ranges.

26. **Weekly reports will be used to balance the monthly commission statement.**

27. **The terms as outlined in the Specifications are the ones to be followed for this proposal.**

28. **The specifications give a complete list of the phones at each location. If you want further clarification you will need to attend the prebid meeting on 1/20.**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

COMMISSIONERS

*DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN*
KERRY EAGAN, Chief Administrative Officer

LANCASTER COUNTY

COUNTY-CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

ADDENDUM #3

Issue Date: 01/21/09

SPECIFICATION NO.09-016

FOR

Inmate Phone Service for Correctional Facilities

Addenda are instruments issued by the County prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the County's specification and bidding documents:

The following clarification to questions posed by vendors are as follows:

1. The main PC for operating the inmate phone system at YSC is located in the Intake area.
2. The mobile phone located at the YSC is attached to a 2 wheel cart. This is not an acceptable cart for this application. A sturdy unit on a base with 4 wheels with keypad accessibility at 28" - 32" above the ground shall be included in the new contract. The phone cord on the mobile units at YSC shall be 18" long.
3. The mobile phones at the IDF shall have a 12" cord. They must also be mounted on a cart which is intended for an inmate phone application.
4. The TTY phones at the YSC are connected to the inmate phone system.
5. The TTY phones at IDF and LCF are not connected to the inmate phone system. They would like it to be for this contract period.
6. The TTY phones at IDF being proposed may be mobile or stationary. If stationary they must be located in an accessible location for all inmates. The YSC would like their TTY to be mobile only.
7. The phone system at LCF is operated by the PC at IDF.
8. Used equipment may be proposed by vendors. Equipment must be in excellent working condition and free from damage.
9. There are no mechanical shutoffs for the current system. All operations are run through a PC.
10. The rate for phone cards at YSC is .50 per minute.

11. There are 22 visitation rooms at the IDF. A phone is located on each side of the glass in the room.
12. The main workstation located in the business managers office for the IDF.
13. There are a total of 44 visitation phones at the IDF. They are located in 22 rooms with a glass pane seperating the room.
14. Vendor must provide and maintain control switches at the IDF and LCF facilities.
15. A total of 5 written responses must be submitted by the vendor. One original and 4 copies are acceptable. Written responses must be received by the closing date and time indicated in the Ebid.
16. The awarded vendor must not charge the inmate, the County or the party receiving the calls any additional fees, taxes, charges or surcharges that are not specifically outlined in their proposal. Audits will be performed throughout the contract period to ensure these charges are not added.
17. Vendor shall be capable of providing weekly call reports which reflect the commissions being paid for that week. These reports will be requested as needed by the County to verify the monthly commission being paid. Specific dates will be required based on the dates commissions are paid for the corresponding month.
18. The term of the new contract will be for 2 years with the option to renew for 2 additional 1 year terms.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

COMMISSIONERS

*DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN*

KERRY EAGAN, Chief Administrative Officer

SPECIFICATIONS DOCUMENT

INMATE PHONE SYSTEM

SECTION I

GENERAL TERMS AND CONDITIONS

1. SCOPE OF THE PROJECT

1.1 Lancaster County Corrections Department and the Youth Services Center, Lincoln Nebraska, hereinafter called the "County", invite sealed proposals from interested inmate telephone service contractors, hereinafter called "Proposers" or "Contractors", to provide a complete inmate telephone service program, for a two (2) year period commencing on or about March 1, 2009 through February 28, 2011, in accordance with the proposal instructions, terms and conditions, specifications, contractor requirements, bonding and insurance requirements, and contract documents set forth in this invitation for proposal.

1.1.1 The intent of this request is to solicit proposals from interested contractors to provide complete inmate telephone service management for Lancaster County.

1.1.1.1 The program shall include providing, installing and maintaining the inmate pay telephone system at the two (2) adult County Correctional Facilities and the Youth Services Center.

1.1.1.2 Locations included in this request are as follows:

<u>Intake and Detention Facility</u>	<u>Lancaster Correctional Facility</u>	<u>Youth Services Center</u>
605 So. 10th Street	4420 N.W. 41 Street	1200 Radcliff Street
Lincoln, NE 68508	Lincoln, NE 68524	Lincoln, NE 68512
(Maximum Security)	(Minimum Security)	(Minimum Security)
Avg. Daily Capacity: 420 inmates	Avg. Daily Capacity: 136 inmates	Avg. Daily Cap.: 70

1.1.2 The successful contractor will provide managerial and administrative expertise to operate a fully automated telephone services program to provide to inmates on a fee/commission basis in accordance with the requirements set forth herein.

1.1.2.1 The County currently uses a collect-call and/or prepaid debit system.

1.1.2.2 PIN's, pre-paid cards and SecureVoice are currently used in this plan.

1.1.2.2.1 LCF and IDF specifically use PIN's and SecureVoice.

1.1.2.3 Currently, IDF and LCF facilities record calls but do not actively monitor calls on a routine basis.

1.1.2.3.1 This feature shall be available for use by the County Law Enforcement and County Attorney's office if necessary.

1.1.2.3.2 Recorded calls will be recovered as required by downloading CD's from a mainframe system.

1.1.2.3.3 Mainframe system must be capable of storing calls for a period of at least 90 days.

2. ELECTRONIC PROPOSAL AND CONTACT INFORMATION

2.1 Bidder shall respond to this proposal with written documents AND via the City/County Ebid system.

2.2 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.

2.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda through the Ebid system.

2.2.2 The County shall only reply to written inquiries received within five (5) calendar days of proposal opening

3. PROPOSAL PROCEDURE

3.1 This Request for Proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in procuring complicated commodities and/or services.

3.1.1 It also provides interested contractors with a fair opportunity for their goods and services to be considered.

- 3.1.2 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with interested firm(s) to arrive at a mutually agreeable relationship.
- 3.2 Conditional or qualified proposals are subject to rejection in whole or in part.
 - 3.2.1 All exceptions to the requirements, conditions, specifications, or other provisions of this Request For Proposals (RFP) must be in writing and attached as an exhibit to the proposal clearly labeled "*Exceptions & Clarifications of the Requirements*" when it is submitted by the Proposer.
 - 3.2.1.1 Exceptions and clarifications made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically described herein shall not be made a part of the resulting contract.
 - 3.2.1.2 Exceptions and clarifications made by the Proposer which are determined to be acceptable to the County shall be made a part of the resulting contract.
- 3.3 The County reserves the right to reject any or all proposals, to waive technical defects in proposals, and to select the proposal(s) deemed most advantageous to the County.
- 3.4 Proposers shall be bound by their offer even if the offer is based on an erroneous calculation, and respondent shall have no right to withdraw its offer after the Proposal deadline on the basis of an error in calculation of their offer.
 - 3.4.1 If the County chooses to allow an offer to be withdrawn for any reason, the Proposer shall forfeit any and all bid security offered as a requirement of the RFP process.
- 3.5 Contractor and every subcontractor or person performing or contracting to perform any duty contemplated by this RFP shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinances and regulations.
 - 3.5.1 It shall be the responsibility of the Contractor to perform in compliance with all applicable Federal, State and Local Statutes, Ordinances and codes including but not limited to the Americans with Disabilities Act.

4. **CONTRACT PERIOD AND PRICING STRUCTURE**

- 4.1 The contract period shall be for two (2) years as twenty-four (24) consecutive months commencing with the date of execution of the contract agreement generated as a result of this solicitation.
 - 4.1.1 Contract may be renewed or extended for up to two (2) additional, one (1) year terms.
 - 4.1.2 This proposal will not be renewed or extended beyond the time the new Correctional Facility building is completed and ready for occupation.
- 4.2 The prices and commissions quoted in this request for proposal shall be firm for the duration of the contract period (two years) and any renewals or extensions thereof.
 - 4.2.1 Contract may be terminated any time by the County with a 30 day written notice of it's intent to do so.
- 4.3 Prices shall be submitted in the unit of measurement specified on the proposal form, and shall include all overhead costs, profit and any delivery charges.
- 4.4 In the event of a renewal or extension of the contract (for an additional period), all terms, conditions and provisions of the original contract, including Commission percentages and Guaranteed Annual Minimum Commission (GAMC) amount, shall remain the same and apply during the renewal period (unless mutually agreed upon via the amendment process).

5. **BONDING AND INSURANCE REQUIREMENTS**

- 5.1 A bid bond in the amount of \$5,000.00 must be submitted as required at the time of the proposal opening.
- 5.2 A **performance and payment bond in the amount of \$60,000.00** shall be executed by the contractor and a corporate surety company authorized to transact business in the State of Nebraska upon award of contract.
- 5.3 The Successful Contractor must furnish a certificate of insurance in accordance with the attached "Insurance Clause to be used for All County Contracts".

6. **REPORTING**

- 6.1 The Contractor shall provide quarterly reports to the Corrections Business Manager for IDF and LCF and the Office Manager at YSC showing all successful phone transactions made under the terms and conditions of the contract for the division.
- 6.2 In addition, the Successful Proposer shall provide a report to each location, with each commission check detailing the following:
 - 6.2.1 Each housing unit and facility;
 - 6.2.2 gross collect call dollar amount;
 - 6.2.3 the contract commission rate; and
 - 6.2.4 the total dollar amount of commission.
 - 6.2.5 Report shall also include all; personnel problems and issues, staff development activities, equipment and maintenance issues, and any other pertinent data or activities.
- 6.3 The contractor shall have the ability to generate the following data by Internet PC access located on the premises:
 - 1) phone number
 - 2) living area
 - 3) date or range of dates
 - 4) hour or range of hours
 - 5) duration of call
 - 6) called number dialed
 - 7) inmate PIN number
 - 8) calling card number
 - 9) blocked calls
- 6.4 The contractor shall have the ability to provide weekly commission verification reports.
 - 6.4.1 The County is interested in receiving the commission verification reports via internet access..

SECTION II
INMATE PHONE SYSTEM
EVALUATION AND AWARD

1. EVALUATION AND AWARD PROCEDURE

- 1.1 A committee of county personnel will be assigned the task of evaluating and recommending an award to the County Board of Commissioners.
 - 1.1.1 The committee may request documentation from Proposers on any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 1.1.2 The committee may require a site visit and/or verbal interview with select Proposer(s) and his/her company to clarify and expand upon the proposal response(s).

2. AWARD AND EVALUATION CRITERIA

- 2.1 Award will be made to the "most responsive Proposer".
- 2.2 Responsiveness will be determined by the committee at the time proposals are evaluated, using criteria which includes:
 - 2.2.1 References provided with the proposal response.
 - 2.2.2 The Proposer's ability to satisfactorily handle the type and volume of work being offered by the County.
 - 2.2.2.1 Experience with Commercial and Government/Correctional Accounts.
 - 2.2.3 General management's capability as evidence in the written proposal, comments of references and site visits.
 - 2.2.4 Staff and program offered, variety of capacity, range of capability, and quality of past jobs performed.
 - 2.2.4.1 Capability of the Proposer to participate in this particular program including eligibility based on the Proposer's financial stability and viability.
 - 2.2.5 Proposers management, technical, and experience in the type of work and equipment proposed.
 - 2.2.6 The quality and variety of the Proposer's services and equipment offered and their ability to provide maintenance service to/for the County.
 - 2.2.6.1 Long distance carrier affiliation.
 - 2.2.7 Ease of the liaison to communicate with the County Departments / Divisions.
 - 2.2.7.1 Proposer's presentation (if requested) to selection committee.
 - 2.2.8 Proposer's internal management and ability to provide timely and accurate usage records, back up service for emergency situations; and accurate reporting, record keeping and billing of the calls generated.
 - 2.2.9 Total program costs, commission percentages and guaranteed annual minimum commission amount as they relate to the recommended service level for the County's facilities.
 - 2.2.9.1 Ancillary and incidental services offered.

SECTION III
INMATE PHONE SYSTEM
SYSTEM REQUIREMENTS

1. GENERAL CONTRACT SYSTEM REQUIREMENTS

- 1.1 The Contractor shall furnish, install and maintain in correct working order, collect/pay telephones and TTY System for use by inmates at correctional facilities operated by the Lancaster County.
- 1.2 Contract arrangement shall include fully automated telephone services to the inmates utilizing the Contractor's installed pay telephone equipment in accordance with the requirements set forth herein.
 - 1.2.1 All features and system requirements proposed shall be applicable to all calls (local and long distance) placed throughout the Inmate Pay Telephone System (IPTS).
- 1.3 The IPTS shall provide telephone reception quality at least equal to the current reception quality levels and must meet telecommunications industry standards for service quality.
 - 1.3.1 The Contractor shall accept the County's decision regarding such determination.
- 1.4 All phones shall be capable of being operated simultaneously.
- 1.5 The telephone system shall be capable of providing call completion to any point within the continental United States of America, Alaska and Hawaii.
 - 1.5.1 **IPTS shall be capable of making international collect calls** to all countries outside the continental US.
 - 1.5.1.1 Contractor shall provide details on how international calling is facilitated by their IPTS.

2. SYSTEM FEATURES

- 2.1 The IPTS shall provide one-way out-going service provided only on a collect and prepaid debit calling card system station-to-station calling arrangement and cellular telephone.
 - 2.1.1 If your service is not compatible with cellular telephones, please indicate so in your proposal and in the Ebid Attribute Section.
 - 2.1.1 No incoming calls are permitted.
 - 2.1.2 Incoming calls shall be prohibited via the providers software before the incoming signal reaches the inmate phone location.
- 2.2 The IPTS shall provide the ability to manually block unlimited quantity of identified phone numbers upon request of the County and shall be offered on a permanent or temporary blocking basis.
 - 2.2.1 The IPTS must have an adjustable refusal buffer to automatically block numbers for designated periods of time, (i.e., following a series of refusals by the called party.)
 - 2.2.2 It shall be the successful proposer's duty to obtain existing blocked numbers, free calls and private calls from our existing provider and program these numbers into the new system to insure uninterrupted blocking to phone numbers.
 - 2.2.3 **Successful proposer will be bound to release all pertinent information to a new provider should the next proposal request process select a new provider.**
- 2.3 The system shall offer the receiver the ability to automatically select blocking select options electronically to permanently block their phone number from receiving calls from the Lancaster County's IPTS (i.e., dialing #1 to accept call, #5 to refuse call, 9 to permanently block your phone from all future calls).
- 2.4 The system shall have the ability to restrict all calls to a given period of time with a recorded warning to caller before the last 1 minute of the call duration.
 - 2.4.1 The system shall have the flexibility to vary or change the calling period upon request from the County.
- 2.5 The system shall offer the ability to block call forwarding or three way calling by the user end.
 - 2.5.1 IE. - The resident would not be able to call into a voice service where they have an option to dial 1 to get out of the voice mail and then call any phone number they choose.

3. SYSTEM OPERATION

- 3.1 Call acceptance by the called party shall be accomplished through caller confirmation (positive acceptance).
 - 3.1.1 Passive acceptance of a call, such as by staying on the line after the recording finishes, is not acceptable.
 - 3.1.2 Calls to answering machines, FAX machines, or computer modems will be terminated when the machine answers the incoming call.

- 3.1.3 Calls to rotary-dial type phones may only be accepted by the positive action of the called party dialing a specific voice prompted number.
- 3.2 Contractor shall utilize no live operators, only recorded or simulated operators will be allowed.
 - 3.2.1 All calls will be "branded" to identify that the call is originating from a "Lancaster County Correctional Facility".
 - 3.2.1.1 Recorded operator message shall indicate the call is originating from "Lancaster County Correctional Facility or Youth Services Center, and shall be a brief and concise message.
 - 3.2.2 The inmate will not be connected with or able to hear the receiver until after acceptance of the call.
 - 3.2.3 Recorded instructions shall be available in English, Vietnamese and Spanish, with the capability to add other languages upon request from the County.
 - 3.2.3.1 Written dialing instructions must be posted on or near each phone in English, Vietnamese and Spanish.
 - 3.2.3.2 Written instructions in English, Vietnamese and Spanish shall be provided by Contractor in the form of a brochure or handout outlining the service provided and related costs.
- 3.3 The IPTS shall prohibit direct-dialed calls except those identified by the County to receive calls at no fee.
 - 3.3.1 The Contractor shall provide, free of charge, inmate calls to the County Public Defender's (PD) Office and their subcontractors without incurring any expense.
 - 3.3.2 The Contractor shall also provide, free of charge, calls to the local Courts and support agencies and certain other free of charge numbers as determined by the County including all calls from Booking.
- 3.4 The IPTS shall prohibit access to "411" information and "911" emergency services.
- 3.5 The IPTS shall prohibit access to all "800" and "900" exchanges and any similar exchanges yet to be identified.
- 3.6 Proposer shall describe in detail how their system is able to detect and prevent three (3) way calls.
 - 3.6.1 The inmate shall be required to hang-up before the system will allow another call to be placed.
 - 3.6.2 Conference calls shall also be prohibited.
- 3.7 The IPTS shall block all calls to pay phones.
 - 3.7.1 The Contractor shall subscribe to and use a data base system that identifies calls to pay phones and blocks such calls.

4. EQUIPMENT REQUIREMENTS

- 4.1 All receiver cords in areas designated by the County shall be no more than 12" in length.
- 4.2 Respondents shall submit a sample of the identical inmate wall phone unit, handset, armored cord, and mounting bracket that will be installed upon request by the County.
 - 4.2.1 A key to the phone cabinet is to be supplied to permit examination of the inside of the phone casing.
 - 4.2.2 All phones shall be surface mounted compatible with standard telephone company mountings.
 - 4.2.3 All telephone instruments shall be approved and comply with FCC regulations.
 - 4.2.4 Respondents shall be responsible for arranging for shipment and payment of all costs associated with shipment of samples to the County and return of sample items to the Contractor.

4.3 The minimum phone equipment required shall be as follows:

INTAKE AND DETENTION:

Location: General housing C & D pods - 3 wall units per area

A-1	Special needs:	2 wall units
A-2	Reception:	2 wall units in dayroom 3 wall units in subdayrooms
AYD		2 wall units
B-1	Segregation:	2 wall units in dayroom 2 wall units in subdayrooms
B-2	Women:	2 wall units 3 wall unit in subdayroom
Workers dorm:		2 wall units 26 wall phone units

Booking:(free calls) separate lines to each cell, with 6 mobile phone units

LCF:

Designated locations: 8 wall phone units

YSC: General Housing

A Pod	1 Wall Phone Unit
B Pod	1 Wall Phone Unit and 2 Mobile Phones on a cart
C Pod	1 Wall Phone Unit
D Pod	1 Wall Phone Unit
E Pod	1 Wall Phone Unit
F Pod	1 Wall Phone Unit
Intake	1 Mobile Phone on a Cart

4.4 The County may require additional phone installations based on needs in addition to the requirements outlined herein.

4.4.1 If the County requests additional telephone equipment to be installed it shall be understood that the additional equipment will be at NO COST to the County.

4.5 The Contractor shall be required to provide special phone equipment able to accommodate the needs for hearing-impaired individuals through the use of either mobile phones in housing units or using the existing phones in units.

4.6 The Contractor shall be required to provide lower-mounted equipment able to provide access for wheelchairs.

4.7 A system phone shall be installed by the Contractor in the office of the contract liaison for testing purposes at no cost to the County.

4.8 Contractor shall assume all costs in replacement and on-going repairs of all existing visitation phones at the maximum-security jail.

4.8.1 There are currently have forty-four (44) visiting phones in eight (8) separate housing areas.

SECTION IV
INMATE PHONE SYSTEM
SERVICE AND MAINTENANCE REQUIREMENTS

1. SERVICE AND MAINTENANCE GENERAL REQUIREMENTS

- 1.1 Vendor shall provide both on-site and remote monitoring and diagnostic service to the County, twenty-four (24) hours a day, seven (7) days a week.
- 1.2 The Contractor shall provide its own or subscribe to the "Local Exchange Carrier Line Information Database" screening service.
- 1.3 The Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all inmate pay telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract.
 - 1.3.1 No charge shall be made to the County for maintenance of the system.
- 1.4 The Contractor shall provide telephone equipment personnel who are fully trained, manufacturer certified and/or qualified on the equipment and software to be serviced.
 - 1.4.1 Maintenance personnel supporting the proposed equipment, services and/or software shall have at least six (6) months experience servicing the equipment, services and/or software included in the Contractor's proposal.
 - 1.4.2 Contractor shall identify the location of the nearest permanently assigned service technician responsible for both inmate phone system and inmate visitation phone repairs.
 - 1.4.3 Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service.
- 1.5 The Contractor shall maintain all inside cable related to the IPTS, whether re-used or newly installed.
 - 1.5.1 At the end of the contract period all cable including re-used or newly installed shall become the property of the County.
- 1.6 The Contractor shall provide a single point of contact for handling inmate and public complaints and inquiries.
 - 1.6.1 This single point shall provide a toll-free line for the County and public to inquire about billing, call blocks, etc.
- 1.7 The Contractor shall be responsible for providing maintenance and repair; at no cost to the County, of County owned inmate visiting phone systems.

2. MAINTENANCE RESPONSE TIME

- 2.1 Contractor's maintenance personnel shall respond and resolve normal repair requests within four (4) hours from the time of notification and if necessary, be on-site within that 4 hours, Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m.CT.
- 2.2 For normal requests on weekends, (from 5:00 p.m. Friday to 8:00 a.m. CT. Monday) and County Holidays, the Contractor shall isolate and correct any problems within twelve (12) hours.
 - 2.2.1 In the event that maintenance personnel have responded and the problem cannot be solved within the 12 hour period, the Contractor must contact the Contract Administrator and his/her designee, and propose a plan to correct the problem.
 - 2.2.2 The proposed solution must meet with the satisfaction and agreement of the County.
- 2.3 A complete and currently updated list of contractor's/sub-contractor's managers, administrators, technicians, etc. must be provided to the County.
 - 2.3.1 This includes a complete and currently updated list of business, cellular and beeper numbers.
 - 2.3.2 The Contractor's management home and emergency phone numbers must also be furnished.
- 2.4 For this contract a "Response" shall be defined as an on-site visit by a qualified technician certified on the installed equipment, or, the resolution of the problem.

3. CONTRACTOR RESPONSIBILITIES

- 3.1 Contractor is responsible for coordinating with LECs (Local Exchange Carriers); installation of all power lines and electrical hookups; installation of equipment; operation and maintenance of equipment; removal and all charges and fees associated with providing the IPTS.
 - 3.1.1 This includes but is not limited to, all access lines, monthly line charges, message units, and all other communication costs.
- 3.2 All Costs associated with upgrading equipment to meet applicable state tariff, federal tariff and state utility commission requirements shall be paid by the contractor.
- 3.3 Contractor shall pay all costs associated with upgrading and providing new equipment as new service technology as introduced in the industry.
- 3.4 Contractor shall be FCC registered and approved or exempt, and meet State Utility Commission's minimum requirements.
- 3.5 All changes in present or future telephone services must be coordinated with the County to ensure that there will not be a negative impact to the installation and that associated cable requirements will not be adversely affected.
 - 3.5.1 All operational maintenance will be coordinated with the County but be provided by the Contractor.
- 3.6 Contractor shall provide detailed information on how collections will be made in areas where local phone carriers will not sign billing agreements.

4. VOLUNTARY ADDITIONAL SERVICES

Describe in detail any additional services, equipment, or options that are included as part of your proposal.

- 4.1 Any additional services or equipment offered will be included in the evaluation process and included in the final contract for services with the Successful Proposer.
- 4.2 An example of value added service and equipment would be an automated telephone system that repeatedly notifies defendants of pending court appearances, times and dates.
- 4.3 While the primary commission is an important component of the offer, these value added incentives that may provide non-financial resources to the department are encouraged and are equally important to the County.

SECTION V
INMATE PHONE SYSTEM
INSTALLATION AND IMPLEMENTATION REQUIREMENTS

1. GENERAL INFORMATION

- 1.1 The Contractor is responsible for installation, replacement, and repair costs of all equipment due to any reason including, but not limited to: vandalism, normal wear and tear, and new installation requests, etc.
 - 1.1.1 The Contractor shall identify the location of the nearest permanently assigned service technician responsible for both inmate phone system and inmate visitation phone repairs.
 - 1.1.2 The Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service.
- 1.2 The Contractor shall obtain permission in writing from the county before proceeding with any work that requires cutting into or through walls, girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fire proofing or moisture proofing, or potentially cause any structural damage.
- 1.3 The Contractor shall assume responsibility for the installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 1.4 The Contract shall agree that in the event of a problem or question of continuity arising during installation of the proposed system, provisions shall be made by the Contractor for joint testing of the system by the Contractor and the County.
- 1.5 The Contractor shall install additional telephones as required by the County.
 - 1.5.1 This shall include expansion to existing and new facilities under construction or to be constructed during the life of the contract.
 - 1.5.2 Any additional telephones installed shall be at no cost to the County.
- 1.6 Installation of all telephone and related equipment shall be accomplished by the Contractor or his/her subcontractors during normal business hours at each facility or as directed by the Contract Administrator.
- 1.7 The Contractor shall coordinate with the current IPTS Contractor (if appropriate) and with the Contract Administrator prior to the effective date of the contract to assure little or no interruption of the telephone service.
 - 1.7.1 The Contractor shall provide the Contract Administrator with a daily work schedule and plan of work for removal of instruments and housings and the amount of time estimated to perform this task.

2. IMPLEMENTATION PLAN

- 2.1 The Contractor shall provide an installation team that includes a Project Manager who will be available during all phases of the installation and will be responsible for inspecting all areas before work starts and reporting any pre-existing conditions or damage to the County Contract Administrator.
- 2.2 All members of the installation team (including subcontractors) must have security clearance by Lancaster County Correctional Department prior to entering the facilities.
 - 2.2.1 Clearance will normally take approximately three (3) days to complete, and consists of the following:
 - 2.2.1.1 Arrest warrant search to detect any outstanding warrants or recent violent or drug-related crimes or history of such.
 - 2.2.1.2 Contractor shall furnish name, race, sex, date of birth, social security no. and recent address of all proposed employees who will require admittance to the County facilities.

- 2.3 The Contractor shall provide an implementation plan to the Contract Administrator within ten (10) days after award of the contract.
 - 2.3.1 The Contractor, after approval of the implementation plan, shall complete the installation within thirty (30) days of notification to proceed.
 - 2.3.2 The implementation plan shall include a complete schedule of events in narrative and critical path/chart form.
 - 2.3.3 The schedule shall include, but is not limited to, all of the following;
 - 1) delivery of equipment to the site
 - 2) site preparation
 - 3) site inspection
 - 4) cabling installation
 - 5) equipment installation
 - 6) software installation
 - 7) system testing
 - 8) training
 - 9) cutover
 - 10) acceptance testing
 - 11) system on-line for customer use and system acceptance date.

3. INSTALLATION AND CABLING REQUIREMENTS

- 3.1 The Successful Contractor shall obtain written permission from the County before proceeding with any work that requires altering its physical plant.
 - 3.1.1 This shall include, but not be limited to: cutting, drilling, or modifying the facility in any manner.
- 3.2 Lancaster County owns the existing cabling to the current telephone system.
 - 3.2.1 The Successful Contractor may utilize this cabling if compatible with their telephone system.
 - 3.2.2 If additional cabling is required in the installation process, Contractor shall pay all costs, including labor to install and purchase of the new cable.
 - 3.2.3 All cable shall be marked clearly and legibly at both ends, including defective pairs and must meet all current standards.
 - 3.2.4 At NO ADDITIONAL COST TO THE COUNTY all phone system wiring distribution shall become the property of the Lancaster County at the conclusion of the contract arrangement.
 - 3.2.5 A written statement from the Contractor shall be provided, confirming all circuits have been properly tested and all cables, pairs, blocks, terminals, etc. have been legibly marked.
- 3.3 The Contractor must coordinate with the local telephone company for the installation of telephone lines to the telephone units provided.
 - 3.3.1 All expenses involved with the installation, monthly usage and maintenance of the contractor-installed telephone lines shall be borne solely by the Contractor.
 - 3.3.2 Use of existing lines may be reused (and is encouraged), as long as the Contractor transfers the account responsibility to their firm.

4. CLEAN UP AND REMOVAL OF DEBRIS

- 4.1 The Contractor shall clean up and remove all debris and packaging material resulting from his/her work as required by the County.
 - 4.1.1 Upon completion of the installation, the premises shall be left in order and ready for immediate use.
- 4.2 The Contractor shall restore to original condition any damage to County property caused by maintenance or installation personnel including but not limited to walls, ceiling and floors.

SECTION VI
INMATE PHONE SYSTEM
BILLING AND COMMISSION PAYMENT REQUIREMENTS

1. BILLING AND COMMISSION GENERAL REQUIREMENTS

- 1.1 The Contractor shall maintain an accurate, verifiable recording and tracking system, acceptable to the County for substantiating commission payments.
- 1.2 Contractor shall pay monthly commissions on all completed local and long distance calls.
 - 1.2.1 The Contractor shall pay the County a monthly commission based on all billed revenues from the previous month.
 - 1.2.2 Commission check shall be accompanied by a monthly statement indicating monthly billed revenues for the period and a statistical analysis of all calls made.
 - 1.2.3 Contractor shall assume full financial responsibility for all fraudulent and uncollectible billing should they occur, without penalty to the County.
- 1.3 Failure of the Contractor to pay the required monthly commission in full shall be cause for immediate termination of the contract by the County and forfeiture of the Performance Payment Bond.
- 1.4 The Commission percentage and the Guaranteed Annual Minimum Commission (GAMC) shall be firm and fixed for the duration of the contract period and any extensions thereof.
 - 1.4.1 Lancaster County shall not pay nor be liable for any costs.

2. DEFINITION OF COMMUNICATION TERMS

- 2.1 The following terms are to apply to this solicitation:
 - 2.1.1 LATA (local access transport area) - A geographic area within which a local exchange carrier (LEC) may provide service.
 - 2.1.2 Local Exchange Carrier (LEC) - Firms tariffed by the state to offer LEC services.
 - 2.1.3 Intra LATA - Within the boundaries of an FCC established LATA.
 - 2.1.4 Inter LATA - Crossing over the boundaries of an FCC established LATA.
 - 2.1.5 Local calls - Non-toll calls made within a LATA.
 - 2.1.6 Toll calls - Non-local calls made within a LATA.
 - 2.1.7 Long distance calls - Calls made between LATAs.
 - 2.1.8 Collect Calls - Not paid by coin or credit cards; only by collect billing to the recipient of the call.
 - 2.1.9 Debit Calls - Prepaid by inmate funds.

3. COST-PER-CALL REQUIREMENTS

- 3.1 The charges for the calls made on the system proposed shall be consistent with all PUC and FCC tariffs for local, toll and long-distance calling.
 - 3.1.1 Contractors will be required to follow time-of-day discounts applicable to state PUC and FCC tariffs.
 - 3.1.2 If a contractor, whose phone lacks a time of day clock, chooses to charge night/weekend rates on a 24 hour basis, that is acceptable to the County.
 - 3.1.2.1 The alternative of charging day rates during the evening and night/weekend periods is not acceptable.
- 3.2 Billing charges shall begin at the time of the call completion when the called party is connected to the calling party and shall be terminated when either party hangs up.
 - 3.2.1 Incomplete calls such as network intercept recordings, busy signals, no answers, refusal of calls, etc., shall not be billed.
- 3.3 Rates charged shall not exceed the Federal Communication Commission's (FCC) and any State regulation's for fully automated or inmate tariffed rates.
- 3.4 Rates charged for a local or intra-LATA call shall not exceed the current rate charged by the local operating telephone company for a fully automated or inmate tariffed call.

- 3.5 The rate charged for an InterLATA-Intrastate and InterLATA-Interstate calls shall not exceed the current rate tariffed by the FCC or State of Nebraska for a fully automated or inmate tariffed call.

4. **COMMISSION PAYMENT AMOUNT**

- 4.1 Contractor shall Guarantee an Annual Minimum Commission (GAMC) dollar amount which shall be clearly stated in his/her submitted proposal.
- 4.1.1 For the purpose of calculation the time period used shall include the twelve (12) consecutive months immediately following the date the contract is ratified by the County Board of Commissioners, and the amount of commission paid shall be the sum of all monthly commission amounts earned and due the County during this time period whether or not Contractor has actually completed the payment to the County.
- 4.2 Commission rates shall be based on GROSS REVENUES.
- 4.2.1 GROSS REVENUES: Shall be defined as the total revenue earned from total billable minutes without any allowance or deduction for operational costs, fraud, line charges, validation charges, equipment charges, other collectible or uncollected or uncollectible charges, billings and collection or other fees, expenses, or payments to suppliers.
- 4.3 Commission payments on gross revenues for the calendar month shall be paid monthly by the 30th calendar day of the following month.
- 4.3.3 Twenty-five dollars (\$25.00) per day/ per location will be assessed by the County for each day past the 30th of the month that the payment has not been received by the County.
- 4.3.3 The Contractor shall add any fees assessed to the next month's commission payment and indicate such on the payment when submitted.
- 4.4 Should the sum of the monthly commission payments for the twelve (12) month period be calculated as less than the GAMC herein quoted by the Contractor, the Contractor shall pay the County an amount equal to the difference between the amount actually earned by the County and the amount of the GAMC as stated in the received proposal.
- 4.4.1 If commission is due the County at the end of the anniversary date the owed amount shall be payable within sixty (60) days immediately following the last day of the annual term of the time period.
- 4.4.2 Such payment shall be clearly identified as "GUARANTEED ANNUAL MINIMUM COMMISSION PAYMENT" and shall be paid to:
- | | | |
|-------------------------------|--------|-----------------------|
| County Corrections Department | | Youth Services Center |
| Attn: Business Manager | AND/OR | Attn: Melissa Hood |
| 605 South 10th Street | | 1200 Radcliff St. |
| Lincoln, NE 68508 | | Lincoln, NE 68521 |
- 4.4.3 Twenty-five dollars (\$25.00) per day/per location will be assessed by the County for each day past the due date that the payment has not been received at the above listed addresses.
- 4.4.4 Any penalty payments assessed shall be added to the next month's commission payment and indicated as such on the submitted commission payment.
- 4.5 The County shall have the right to access and inspect the telephone instruments and the right to access and inspect the gross revenues generated on the telephones, on an unannounced basis, for the purpose of sales verification.
- 4.5.1 Such access and inspection shall be made in the presence of the Contractor's representative.

SECTION VII INMATE PHONE SYSTEM PROPOSAL REQUIREMENTS

1. WRITTEN AND ELECTRONIC PROPOSAL REQUIREMENTS

- 1.1 Contractor shall provide a written proposal including the following issues:
 - 1.1.1 A list of no less than 5 current references for installations at other institutions, including the contact person name, address and phone number.
 - 1.1.1.1 A further clarification of the list shall indicate all installations in the U.S. at this time and the duration of any contract arrangements.
 - 1.1.1.2 A further clarification of a list of any accounts that were lost in the past three (3) years, indicating the reason for the loss of the account (i.e., loss due to competitive proposal, non-performance of a contract arrangement, change in service requirements, etc.).
 - 1.1.2 Identify any company names under which your company has operated previously.
 - 1.1.3 Is your company a member of the Inmate Calling Services Providers Task Force (ICSPTF).
 - 1.1.3.1 The above listed is a national organization of companies working to improve regulatory environment and quality of service to corrections facilities.
 - 1.1.4 Written confirmation that your firm is able to do business in the State of Nebraska and you can obtain all necessary and appropriate licenses, permits, and local phone company access to provide the outlined inmate phone system.
 - 1.1.5 Any incentives that may be offered as an added benefit of the offered program.
 - 1.1.5.1 Any incentive that may be offered must be presented utilizing clear language and must not diminish the percentages of commissions or guaranteed flat amounts offered to the County.
 - 1.1.5.2 Any and all tangible incentives offered shall become the possession of the County and shall remain the property of the County upon termination or expiration of the contract.
- 1.2 **All Vendors MUST respond in written form and electronically to the Ebid system in order to be considered for this proposal.**

2. EQUIPMENT SAMPLES

- 2.1 Upon request by the County, the Contractor shall provide one (1) sample phone which is of the exact same piece of equipment proposed to the County.
 - 2.1.1 The Sample equipment shall be provided at no cost to the County.
 - 2.1.2 The Contractor may retrieve the sample equipment after award of the project.

3. TRANSITION/IMPLEMENTATION PLAN

- 3.1 Provide a transition plan to assure smooth and uninterrupted inmate phone service between outgoing vendor and your firm (if selected).
 - 3.1.1 This plan shall include the transfer of information from the existing contractor to your system of any numbers currently blocked, free numbers, and any additional system set-up requirements.
- 3.2 The awarded Contractor shall provide a date for installation following contract approval.
 - 3.2.1 The Contractor shall **complete the installation within thirty (30) days of notification to proceed.**
 - 3.2.2 Provide brief summary on your installation and maintenance plan.

4. COMMUNICATIONS

- 4.1 Outline the process to respond to inmate/public and County complaints regarding telephone system malfunctions.
 - 4.1.1 Indicate if you have staff specifically responsible for responding to users concerns (i.e., customer service or customer complaint department).

5. REPORTING CAPABILITIES

- 5.1 Indicate your ability to provide reports in written and/or CD form to the County within 4 hours from request on a 24-hour, 7-day-per-week basis.
- 5.2 Describe the types of reporting available, sorting capabilities and limitations, etc.
- 5.3 The vendor shall provide the following report samples:
 - 5.3.1 Monthly list of all calls placed and all calls accepted, including the related revenue calculations.
 - 5.3.2 Detailed adhoc reports used in investigations.
- 5.4 Indicate if direct access to reporting capabilities will be offered to the County.
 - 5.4.1 Provide a list of equipment and software needed to obtain direct access to the reporting information (i.e., computer equipment, modem, software, etc.).
 - 5.4.2 Indicate if the equipment and software needed to obtain direct access will be provided to the County AT NO CHARGE.
 - 5.4.3 Outline any training offered to the County staff on the operation of the software in developing direct generated adhoc reports.
 - 5.4.4 Reports and a clear audit trail must be provided to the County to verify revenues received.
 - 5.4.5 If a third-party billing company is utilized, the Contractor must indicate the name of the company in the proposal.
 - 5.4.5.1 Vendor shall assume full responsibility for accuracy of the data and will pay all costs associated with the billing company.

INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and hold harmless, to the fullest extent allowed by law, Lancaster County, Nebraska, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, that are caused in whole or in part by the Contractor, any subcontractor, or any agents or representatives, either directly or indirectly employed by them.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

2. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
3. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

4. Coverage shall also include Products/Completed Operations.
 5. Lancaster County shall be named as Additional insured (CG2010 or equivalent).
 6. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- Bodily Injury and Property Damage 1,000,000 Combined Single Limit
- D. Builder's Risk Insurance: (***For Building Construction Contracts Only***) Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)

INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the Purchasing Agent as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initiated by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Proposed prices shall be submitted on company letterhead and sealed in a separate envelope with the RFP number, description and company name clearly marked on the outside of the envelope if the specifications indicate that price is **not** evaluated as part of the award criteria.
- 1.5 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.6 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.7 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.8 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.9 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the County; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the County, and deemed to best serve County requirements.
- 10.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the County.

11. TERMINATION/ASSIGNMENT

- 11.1 The County may terminate the Contract if the Contractor:
1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 12.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 12.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. AFFIRMATIVE ACTION

- 15.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

16. TAXES AND TAX EXEMPT CERTIFICATE

- 16.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.



February 27, 2009

Mr. Robert Walla
Assistant Purchasing Agent
Lincoln City/Lancaster County Purchasing
440 South 8th Street
Lincoln, NE 68508
Via email: rwalla@lincoln.ne.gov

Re: RFP BID NO. 09-016, Inmate Telephone Service Presentation Clarification

Dear Mr. Walla:

Legacy Inmate Communications (Legacy) would like to thank the evaluation committee for its invitation and opportunity to present. Legacy is delighted to continue engaging with the County to explore choices and ultimately the best solution for Lancaster County.

During the verbal presentation, the evaluation committee identified three (3) topics for clarification. Each topic is outlined and Legacy's written response follows each topic.

1. Definition of Night/Evening calling time

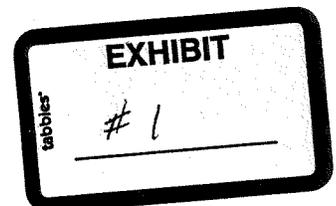
Night/Evening calling rate will begin at 5:00 PM and end at 7:00 AM local time. Weekend begins at 5:00 PM each Friday and ends at 7:00 AM each Monday. All times are local.

2. Pricing evaluation at the current \$2.25 for Local calling

Legacy offers to keep the current local calling rate of \$2.25 at the IDF and LCF without time/day restrictions. Legacy proposed **LOWER** rates at the YSC and there is **NO** change to the calling rates at the YSC. All other rates remain the same as the original proposal. Legacy will **NOT** add any optional billing fees and believes its \$2.25 Local calling rate is effectively lower than the current Local calling rate.

At \$2.25 local calling rate, Legacy is offering the following:

- **60% Commission**
- **\$170,000 GMAC**
- **\$20,000 Signing Bonus**



3. Kiosk options at one (1) or more facilities

Legacy understands the use of technology to improve and enhance products and services. Legacy is offering four (4) options for Lancaster County to evaluate the kiosk option. Options with kiosk(s) assume cooperation from the County IT or Department of Corrections to provide inmate booking and release information or other necessary information from the JMS. Each option is clearly defined with the corresponding financial option.

LOCAL CALL RATE @ \$2.25	OPTION 1	OPTION 2	OPTION 3	OPTION 4
	No Kiosk	2 Kiosk	1 Kiosk to serve all facilities	1 Kiosk to serve all facilities
		No Fees/No Cost	\$3.50 user fee/cash \$6.50 user fee/credit/debit	No Fees/No Cost
SIGNING BONUS	\$20,000	\$20,000	\$20,000	\$20,000
GMAC	\$170,000	\$148,000	\$170,000	\$159,000
COMMISSION %	60%	53%	60%	56.5%

LOCAL CALL RATE @ \$2.75/\$2.95	OPTION 1	OPTION 2	OPTION 3	OPTION 4
	No Kiosk	2 Kiosk	1 Kiosk to serve all facilities	1 Kiosk to serve all facilities
		No Fees/No Cost	\$3.50 user fee/cash \$6.50 user fee/credit/debit	No Fees/No Cost
SIGNING BONUS	\$20,000	\$20,000	\$20,000	\$20,000
GMAC	\$175,000	\$153,000	\$175,000	\$164,000
COMMISSION %	62%	55%	62%	58.5%

Assumptions and Factors:

- Credit card transactions include the cost of processing the credit card through a credit card clearing agency. All credit card transactions are subject to normal clearing time delays before they actually are credited to the inmates account.
- In addition to providing credit card processing at the kiosk, the system can provide credit card processing through an internet process such as PayPal. The fees involved in doing so have not been included in this proposal but we wanted you to be aware this capability exists.

- All options assume no cost for an interface to County Jail Management System (JMS) and Inmate Trust Fund accounting systems.
- Legacy will provide our standard interface and the County (IT Department) is responsible for writing the County's side of the interface to export inmate information to the kiosk and import transactions from the kiosk to their inmate accounts system.
- County must provide network access for kiosks and County (IT Department) will get kiosks on network.
- County is responsible for cost of expendable supplies (receipt paper and head cleaning kits) after the initial supply of expendables is used up.
- The County is responsible for collecting and depositing all cash and money orders from the kiosk into the County's bank account. Credit card payments will be transferred to the County via ACH direct deposit.

If Option 3 (user fees fund 100% cost of kiosk) is chosen:

County must further agree that the kiosk will remain in place and in operation for a period of three years, and that the Kiosk will be the **sole means by which inmate monies will be collected**. This means the County agrees that all inmate deposits must go through the kiosk and therefore subject to the transaction fee. All mail deposits received will be entered through the kiosk and will be subject to a transaction fee.

Transaction fees, payable by the persons leaving monies for inmates, and collected as a part of said process, will be collected by the County, and paid on a monthly basis to the kiosk vendor.

If Option 2 or 4 is chosen:

County always has the option to charge a fee appropriate for the community and retain 100% the fee to help off-set the cost of a kiosk. For example, Corrections could charge \$1 or \$2 per transaction and Youth Services charge a different fee; either way, the County could keep all fees under Option 2 or 4. (Option 3 incorporates user fees to fund 100% of the cost of the kiosk). Additionally, the County could implement, increase or reduce the fees, at any time.

Credit card acceptance requires that the kiosk have continuous internet access to verify transactions.

I look forward to any further discussion or answering any questions you may have. I can always be reached @ 770-265-2631 or sbearden@golegacy.com

Best regards,

Steve Bearden
National Sales Director

INMATE PHONE SYSTEM

CHARGE PER CALL RATE SHEET - IDF AND LCF

The Proposer shall indicate below a "not-to-exceed" rate applicable during the life of the contract. As indicated in section VI "Billing and Commission Payment Requirements", #3. "Cost-per-call Requirements", all rate increases that deviate from those listed below must be approved by the Federal Communications Commission (FCC), State/local regulations or the Lancaster County Department of Corrections.

1. Total charge for a one (1) minute local call from the Lancaster County Corrections Facilities to within the local calling zone (City of Lincoln): **(Legacy Flat Rate for 20 Minute Local Call)**
Day: \$2.25 Evening: \$2.25 Weekend: \$2.25
(10 a.m.) (7 p.m.) (Sat. 5 p.m.)

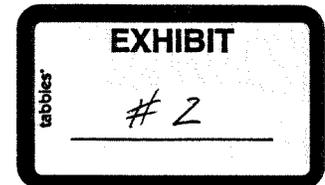
2. Total charge for a one (1) minute long distance call from the Lancaster County Corrections Facilities to Omaha Nebraska (within the 402 area code).
Day: \$4.14 Evening: \$4.09 Weekend: \$4.09
(10 a.m.) (7 p.m.) (Sat. 5 p.m.)

3. Total charge for a one (1) minute long distance call from the Lancaster County Corrections Facilities to Kansas City Missouri (out of state call):
Day: \$5.19 Evening: \$4.84 Weekend: \$4.84
(10 a.m.) (7 p.m.) (Sat. 5 p.m.)

4. Total charge for a fifteen (15) minute local call from the Lancaster County Corrections Facilities to within the local calling zone (City of Lincoln): **(Legacy Flat Rate for 20 Minute Local Call)**
Day: \$2.25 Evening: \$2.25 Weekend: \$2.25
(10 a.m.) (7 p.m.) (Sat. 5 p.m.)

5. Total charge for a fifteen (15) minute long distance call from the Lancaster County Corrections Facilities to Omaha Nebraska (within the 402 area code):
Day: \$6.80 Evening: \$6.05 Weekend: \$6.05
(10 a.m.) (7 p.m.) (Sat. 5 p.m.)

6. Total charge for a fifteen (15) minute long distance call from the Lancaster County Corrections Facilities to Kansas City Missouri (out of state call):
Day: \$14.85 Evening: \$9.60 Weekend: \$9.60
(10 a.m.) (7 p.m.) (Sat. 5 p.m.)



INMATE PHONE SYSTEM

CHARGE PER CALL RATE SHEET - YSC

The Proposer shall indicate below a "not-to-exceed" rate applicable during the life of the contract. As indicated in section VI "Billing and Commission Payment Requirements", #3. "Cost-per-call Requirements", all rate increases that deviate from those listed below must be approved by the Federal Communications Commission (FCC), State/local regulations or the Lancaster County Department of Corrections.

1. Total charge for a one (1) minute local call from the Lancaster County Corrections Facilities to within the local calling zone (City of Lincoln): **(Legacy Local Rate 15 Minute Call Max)**
Day: \$2.00 (10 a.m.) Evening: \$1.85 (7 p.m.) Weekend: \$1.85 (Sat. 5 p.m.)
2. Total charge for a one (1) minute long distance call from the Lancaster County Corrections Facilities to Omaha Nebraska (within the 402 area code).
Day: \$3.50 (10 a.m.) Evening: \$3.18 (7 p.m.) Weekend: \$3.18 (Sat. 5 p.m.)
3. Total charge for a one (1) minute long distance call from the Lancaster County Corrections Facilities to Kansas City Missouri (out of state call):
Day: \$4.95 (10 a.m.) Evening: \$4.60 (7 p.m.) Weekend: \$4.60 (Sat. 5 p.m.)
4. Total charge for a fifteen (15) minute local call from the Lancaster County Corrections Facilities to within the local calling zone (City of Lincoln): **(Legacy Local Rate 15 Minute Call Max)**
Day: \$2.00 (10 a.m.) Evening: \$1.85 (7 p.m.) Weekend: \$1.85 (Sat. 5 p.m.)
5. Total charge for a fifteen (15) minute long distance call from the Lancaster County Corrections Facilities to Omaha Nebraska (within the 402 area code):
Day: \$5.33 (10 a.m.) Evening: \$4.98 (7 p.m.) Weekend: \$4.98 (Sat. 5 p.m.)
6. Total charge for a fifteen (15) minute long distance call from the Lancaster County Corrections Facilities to Kansas City Missouri (out of state call):
Day: \$7.17 (10 a.m.) Evening: \$6.80 (7 p.m.) Weekend: \$6.80 (Sat. 5 p.m.)

NOTE: The attached proposal does not include the illustration of the 3-way application and AccuPIN information which has been removed for proprietary reasons.



Table of Contents

I.	Executive Summary	pgs. 2-3
II.	Section 1 – General Terms and Conditions	pgs. 4-19
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IV.	Section 3 - System Requirements	pgs. 22-36
V.	Section 4 - Service Maintenance Requirements	pgs. 37-50
VI.	Section 5 - Installation and Implementation Requirements	pgs. 51-59
VII.	Section 6 - Billing and Commission Payment Requirements	pgs. 60-64
VIII.	Section 7 - Proposal Requirements	pgs. 64-75

Attachments to Written Response:

Proposed Inmate Telephones

Certificate of Liability Insurance

Ebid Required Forms – Contract – \$5,000 Bid Bond

References



Executive Summary

Legacy Inmate Communications (“Legacy”) is a nationwide provider of inmate communication services and is pleased to present its response to the Request for Proposal (RFP) for Inmate Telephone Services to be utilized at the Lancaster County correctional facilities. The Company would like to thank the County in advance for its consideration of our full proposal.

THE LEGACY PROPOSAL INCLUDES:

- A complete turnkey Inmate Telephone System (ITS) – **iCON**, which features superior call management capabilities, call recording, investigative tools such as; watch and alert lists, detailed reports, live call monitoring from on or off site, call recording and storage, third party detection, call control of each facility inmate phone, PIN applications, call detail and advanced commission reporting, real-time trouble ticket reporting, and a very friendly user interface. **iCON also provides Lancaster County the ability to centralized management of all three facilities utilizing just one login for authorized personnel.** The **iCON** system is completely owned, manufactured, and developed by Legacy allowing for targeted project management and a superior installation plan.
- As instructed by the County Legacy will first work with Securus to retain the existing inmate telephones at all three locations. However, we have also offered to supply the three facilities with **New Inmate Telephones** that feature high security, 14 Gauge Steel, armored cord with steely lanyard, and heavy steel retainer.
- Legacy will support all 44 Visitation Phones and replace them as needed throughout the life of the contract.
- **62% Call Commission** for both Pre-Paid and Collect Inmate Calling paid fifteen days from the end of each month. Commission will be paid of Gross Billable Revenues with no deductions!
- **\$170,000 Guaranteed Annual Minimum Commission**
- **A sign-on Bonus** to be paid thirty (30) days after installation - **\$20,000!**
- **Increased revenue applications** resulting in **additional** commissions per year to the County. **Collect call service to Mexico, United Kingdom, Puerto Rico, Canada, and Japan.** Legacy also features a unique *Friends and Family* calling program that pro-actively sets-up pre-paid call accounts based on call validation information! **Cardless Debit is also proposed allowing inmates to contact virtually any Country worldwide.**
- **24 Hour Customer Service.** Lancaster County will be given access to 24 hour customer support that includes **local technical support.** Legacy has technicians within twenty minutes of the facility working out of Lincoln.
- Superior experience in inmate communications; providing service to over 600 correctional facilities nationwide.



- **30 Day Installation Plan.** Legacy understands that a secure and safe correctional environment counts on a set schedule for the inmate population. We have submitted a detailed Project Installation Plan that is centered on minimal disruption to the facility; and if need be with all work being performed during after-hours.
- **Legacy will interface iCON with the facilities JMS system as need. The Company has offered to customize a system for the Lancaster facilities that allows inmates to check on court date information by utilizing the inmate phones.**

PROJECT OVERVIEW

Legacy has submitted that it can provide all services requested and outlined by Lancaster County within thirty (30) days of contract award. The Company has included detailed project management guidelines, an installation plan that will include inmate telephones, the **iCON** inmate management system, and personnel training.

Additionally, Legacy proposes a detailed on-going Technical Support program that allows for local technical support, internet training of the iCON system for additional County personnel throughout the life of the Agreement, and detailed, guaranteed service level response times. Legacy also proposes monthly on-site technical visits.

DELIVERING THE BEST SERVICE, TECHNOLOGY AND VALUE

Legacy's approach involves a turnkey solution that meets 100% of the RFP requirements, giving the facilities a modern, up-to-date system; a solution that is focused on improving the fundamentals of industry standard applications, not just the application of the day.

Legacy has been serving the corrections industry with inmate telephone services since its inception in 1996. Legacy is currently providing call service to over 600 corrections accounts throughout our nation. Legacy's superior collect call experience has enabled Legacy to build a nationwide telephony network anchored by a Siemens Class 5 Telco switch and a state-of-the-art Live and Automated Operator Call Center that features hundreds of multi-lingual operators. The Company also operates a back office infrastructure that includes billing all our own calls, and deploying our own technical support and customer service departments.

While our name may reflect a touch of nostalgia, it also reflects our firm belief that in today's fast moving world, we do business the way it should be done, with the service you expect. Legacy is uniquely qualified to provide the best service, technology, and value that will accomplish the goals for a new inmate telephone services for the Lancaster County Intake and Detention Facility, Correctional Facility, and Youth Services Center.



SPECIFICATIONS DOCUMENT
INMATE PHONE SYSTEM
SECTION 1
GENERAL TERMS AND CONDITIONS

1. SCOPE OF PROJECT

1.1 Lancaster County Corrections Department and the Youth Services Center, Lincoln Nebraska, hereinafter called the "County" invite sealed proposals from interested inmate telephone service contractors, hereinafter called "Proposers" or "Contractors", to provide a complete inmate telephone service program, for a two (2) year period commencing on or about March 1, 2009 through February 28, 2011, in accordance with the proposal instructions, terms and conditions, specifications, contractor requirements, bonding and insurance requirements, and contract documents set for in this invitation for proposal.

1.1.1 The intent of this request I to solicit proposals from interested contractors to provide complete inmate telephone service management for Lancaster County.

1.1.1.1 The program shall include providing, installing and maintaining the inmate pay telephone system at the two (2) adult County Correctional Facilities and the Youth Services Center.

1.1.1.2 Locations included in this request are as follows:

<u>Intake and Detention Facility</u>	<u>Lancaster Correctional Facility</u>	<u>Youth Services Center</u>
605 So. 10 th Street	4420 N.W. 41 Street	1200 Radcliff Street
Lincoln, NE 68508	Lincoln, NE 68524	Lincoln, NE 68512
(Maximum Security)	(Minimum Security)	(Minimum Security)
Avg. Daily Capacity: 420	Avg. Daily Capacity: 136	Avg. Daily Capacity: 70

Legacy Response: The Company agrees to and fully understands the Scope of the Project proposed by Lancaster County. Legacy will demonstrate throughout its response its ability to meet and exceed the County's technical requirements for an Inmate Phone System. Legacy has offered to provide its superior inmate communications management system called *iCON*, new highly secure inmate telephones for all three locations, localized technical support, and 24-hour customer support. Legacy has also proposed a County commission of 62% coupled with a fair and reasonable rate for billed end users. The Company has offered the County a bonus of \$20,000. Legacy has also offered a guaranteed annual commission of \$170,000. Legacy has been providing service in the State of Nebraska for over eleven (11) years. The Company realizes that staff safety and facility schedules are a paramount concern so we have proposed a thoughtful, efficient Project Management and Installation Plan that focuses on zero interruption to the facility.

1.1.2 The successful contractor will provide managerial and administrative expertise to operate a full automated telephone services program to provide to inmates on a fee/commission basis in accordance with the requirements set forth herein.



Legacy Inmate Communications has been providing operator assisted telecommunication services for public use phones since its inception in September 1996. Our foundation began amidst the telecommunications boom of the early 1990's where we sought out to revolutionize the industry by offering a smarter, more effective line of products that were fully backed by our committed and endearing customer support. In doing so, we developed a telecommunications network backbone of the greatest capacity and reach. The intent was, and still is today, to deliver optimal efficiency on each and every call that passes through its circuitry. With this foundation set in place; we catapulted ourselves to the forefront of the evolution by offering innovative solutions to the common day struggles that each of our clients face daily. Over the last decade Legacy has averaged double-digit annual growth and is proud to be supplying service to over 125,000 public use telephones nationwide. Legacy's client base includes hundreds of correctional facilities, thousands of pay telephones and hospitality locations, hospitals, colleges, universities, and rehabilitation centers. The combination of Legacy's cutting-edge technology, fully-owned and operated Live and Automated Operator Call Center, and its ability to provide interexchange long distance and local exchange service has helped solidify the Company's position as the true leader in network transmission and high-level call completions. Through hard work, shrewd investment, and strategic alliances, the Company now operates one of the most rock-solid networks in the correctional facility marketplace. Employing over 180 team members, each individual prides themselves on supplying the highest quality customer support available. Every facet of Legacy's service is in fact owned and operated by its very own employees. Our ability to identify individual customer needs and develop flexible solutions is unparalleled due to this fact. Ownership equates to responsibility. Legacy's corporate offices are located in Cypress, California. Its state-of-the-art Live Operator Center is also located in Cypress with stations also available in Los Angeles, California. Technical Support offices are located in Cypress and Santa Cruz California with satellite operations in every state including Nebraska. Currently the Company caters to clients in every state, nationwide. Legacy defines its products and services by collectively taking into consideration the needs of each customer and implementing service plans that meet those needs. The Company understands that its correctional facility customers demand localized customer support, an easy-to-use, reliable



communications system, and a secure communications environment to help law enforcement in the court room. The Company is supplying these services to many facilities nationwide utilizing a wide-array of products to deliver exactly what each facility requires. Legacy is extremely proud of its past and looks forward to bettering the future for it and its valued clients. With Legacy, Lancaster County has found a company that believes the partnership formed between it and its clients should be grounded in integrity ultimately leading to flourishing results. Legacy has always been a firm believer that through sheer diligence and a customer-first philosophy that we can achieve great things. Legacy's approach involves a turnkey solution that meets 100% of the RFP requirements, giving the Lancaster County facilities a modern, up-to-date system; a solution that is focused on improving the fundamentals of industry standard applications, not the just application of the day. Legacy's system will allow Lancaster County centralized management of all three facilities through one system solution.

Legacy has been serving the corrections industry with inmate telephone services for over 12 years, with the same owner and under the same name and currently providing collect call service to over 600 correctional accounts. This superior collect call experience has enabled Legacy to build a nationwide telephony network anchored with a Siemens Class 5 Telco switch and data center, a back office infrastructure billing our own calls, technical support and customer service departments. Legacy has never outsourced any departmental function and takes pride in directly servicing its customers. As inmate telephone providers are bought and sold, exit the business, change their names, Legacy has been a steady, consistent provider to the corrections marketplace. While our name may reflect a touch of nostalgia, it also reflects our firm belief that in today's fast moving world, we do business the way it should be done, with the service you expect. Legacy is uniquely qualified to provide the best service, technology and value that will accomplish the goals for a new inmate telephone system for the Lancaster County correction facilities.

1.1.2.1 The County currently uses a collect-call and/or prepaid debit system.

Legacy Response: Understood. Legacy's system (iCON) will allow inmates to make collect, pre-paid debit, cardless debit, and pre-paid "collect" calls throughout the U. S. Legacy's offer also includes international calling to any destination point in the World.





1.1.2.2 PIN's, pre-paid cards and Secure Voice are currently used in this plan.

Legacy Response: Understood. The iCON system has a superior inmate PIN application. The Company also offers pre-paid debit cards to Lancaster County. Additionally, Legacy offers a cardless debit program as well as a friends and family advance pay service.

1.1.2.2.1 Currently, IDF and LCF facilities use PIN's and Secure Voice.

Legacy Response: The iCON system comes with Personal Identification Number (PIN) technology as part of the system. This is a standard feature and it is highly reliable and effective in identifying inmates making calls, assisting investigators in their criminal investigations, and providing security controls on inmate calling.

The PIN Feature

A Personal Identification Number (PIN) is a unique number assigned to each inmate that links that inmate to a telephone account and allows him/her to make telephone calls. PINs may be between four and twelve digits in length and can be assigned at random by the system or created as a combination of the facility-assigned ID plus a random PIN for ease of tracking.

The assigned PIN number will manage inmate calls by:

- Called to numbers (including free calls)
- Number of calls per day/month
- Number of attempts per day/month
- Call durations



The PIN must be keyed in by the inmate at the beginning of each telephone call. The PIN identifies the inmate making the call, allowing investigators to track calls made by an individual inmate. All PINs may be created at the time of booking and eliminated at the time of discharge. Legacy can also offer the Lancaster County facilities the ability to retain specific inmate PIN's where the inmate is booked or incarcerated in absentia due to, for example, trial or hospitalization at a separate location. All PINs are recorded for the purpose of tracking, regardless of whether a call was also monitored or recorded.

In addition, inmate calling privileges can be revoked at any time with the facilities authorization, by temporarily disabling the PIN. These restrictions can be permanent or time sensitive. Thus, if an inmate is to lose his phone privileges for a given time interval, a renewal date would be entered into the system. The system will track this time period and only "un-restrict" the privileges upon completion of the given time interval. PINs can be issued between four (4) and twelve (12) digits.

The PIN also allows the facility to place restrictions on an individual inmate's calling privileges without affecting the privileges of other inmates. Please refer to the screen on the previous page as well as the sample screen below:



Destination Number Restrictions

When PINs are in use, called-to numbers can be blocked for a specific inmate using the Personal Allowed Number (PAN) feature. The number to be blocked is entered into the inmate's PAN, and then blocked for that inmate. Please refer to the sample screen on this page, which shows the PAN number screen with the block box.

The PIN screen allows authorized users to temporarily suspend the inmate's PIN by de-selecting the Active field. When an inmate leaves the facility, the Retire button will disable the PIN permanently. It is possible to set up different parts of the same facility to operate with or without PINs. For example, the booking area phones may be designated as a no-PIN area, while the rest of the facility requires a PIN for every call. Implementing PINs involves the issuing of the PINs to the inmate, and retiring of the PIN when the inmate is released. In addition, security controls placed on PINs, such as restrictions of calling privileges, number blocks, and the like, will also require a small amount of administrative time.

PAN Feature

When PINs are in use, Personal Allowed Number (PAN) lists may also be employed. The PAN application takes security one step further by providing tight control on all numbers called from the facility by inmates. The PAN application allows administrators to associate a "Personal Allowed Number" list with each PIN, so that the inmate is unable to make calls except to those pre-specified numbers on the inmates list. The iCON system can also assign a speed dial number to each PAN.

The screenshot displays the 'iCON: Inmate Details' interface. The 'INMATE INFO' section includes fields for PIN (1000004), Inmate ID (1001), Status (Active), Last Name (Caldera), First Name (Albert), and Middle Initial. The 'CONFIGURATION' section has fields for Maximum Call Duration, PAN Restriction? (checked), Maximum PANs: 0, Date/Time restriction? (checked), Input Date (3/26/2008), Modified Date (7/12/2008), and By User (ACaldera). The 'ALERT' section includes fields for Email, Cell Phone (alert via text message), Select your cellular carrier, and Phone: (alert via recording message). There are also frequency selection options: Hourly, Daily, Weekly, and Monthly. A green callout box points to the PAN Restriction and Maximum PANs fields, stating: 'The PAN Feature allows the Lancaster County facilities to assign allowable called numbers by inmate as well as date and time restrictions.' At the bottom, there is an 'Assign New PAN' section with a table for PAN, Last Name, First Name, and Relationship, and buttons for 'Update' and 'Close'.

PAN	Last Name	First Name	Relationship



The PAN Detail Screen shows the called party's entire name is listed in the database. Furthermore, the PAN can be marked as "Active", "Private", "Hot", "Blocked", "Free", and "Called Party Block".

- **Active-** The number is currently available for the inmate to call.
- **Private-** The number will not be recorded or monitored.
- **Hot-** Any time the number is called, alerts will be sent to the appropriate investigators.
- **Blocked-** The number can be blocked so the inmate cannot call.
- **Free-** A number listed as free will not incur any charges.
- **Called Party Block-** The called party may block the inmate from placing any calls to their number.

1.1.2.3 Currently, IDF and LCF facilities record calls but do not actively monitor calls on a routine basis.

1.1.2.3.1.1 This feature shall be available for use by the County Law Enforcement and County Attorney's office if necessary.

1.1.2.3.1.2 Recorded calls will be recovered as required by downloading CD's from a mainframe system.

1.1.2.3.1.3 Mainframe system must be capable of storing calls for a period of at least 90 days.

View Recorded Call Files by:

- WatchList
- Areas within facility
- Call Date
- Call Duration
- Originating Number
- Inmate PIN
- Dialed Number
- Call Type

Lancaster County facilities, County Law Enforcement, and Attorneys can remotely access call recordings from on or off site. Call Recordings will be kept in the Call Archives for the entire duration of Contract.

Legacy Response: iCON is easily accessed from any Internet ready PC on or off site. Call recordings and live monitoring can be performed from on or off site without requiring any additional hardware for the facilities. Legacy will provide a dedicated DS1 data circuit that will provide point to point access to each facility. IP and VPN configurations will be put in place allowing easy access for all designated Lancaster County personnel while insuring the kind of security needed for the recordings to stand



up in a court of law. This security is provided by utilizing password encryptions and a SonicWall Firewall for ultimate VPN protection. Calls can be live monitored from on or off site utilizing the same technology.

Listen	Stop	Location	CallingNo	CalledNo	PIN	InmateID	InmateName	CalledName	RelationShip	CallDate	CallTime	Status	Duration	BilledType	Note	Download
Listen	N/A	N/A	7148262763	5625727936	0	0	N/A	N/A	N/A	10/01/2008	14:03:57	C	0:00:14	Live Tran...	Add	Download
Listen	N/A	N/A	7148266179	5622448491	0	0	N/A	N/A	N/A	10/01/2008	12:32:37	C	0:01:35	Collect Call	Add	Download
Listen	N/A	N/A	7148266179	7147158465	0	0	N/A	Pau, Gasol	Parents	10/09/2008	14:46:55	C	0:01:08	Collect Call	Add	Download

Using the Live Monitoring utility investigators can add notes real-time as the call is being listened to. Notes and markers will be stored in the call recording. Calls can also be terminated, real-time, by the investigator listening. All calls are downloadable (CD or DVD) from the Live Monitoring utility.

Legacy's extensive Call Archive systems offer numerous investigative tools for investigators.

The screenshot shows the 'Call Monitor - Call Archives' interface. It includes search filters for Watch List (High Risk Creeps), Location, Source Number, Destination Number, Call Date, Call Duration, Call Type, and Record ID. Below the filters is a table of call records with columns for Record ID, Source No, Destination No, Connected Date, Connected Time, Call Type, Bill Type, Duration, From City, and To City.

Record ID	Source No	Destination No	Connected Date	Connected Time	Call Type	Bill Type	Duration	From City	To City
12684	7148262763	7147158465	9/15/2008	4:20:52 PM	InterState	Collect Call	00:00:23	Lakewood	CYPRESS
10758	7148266179	7147158465	9/11/2008	5:53:22 PM	InterState	Collect Call	00:00:32	Lakewood	CYPRESS
10750	7148266179	7147158465	9/11/2008	5:48:57 PM	InterState	Collect Call	00:00:23	Lakewood	CYPRESS
10740	7140288179	7147158465	9/11/2008	5:44:34 PM	InterState	Collect Call	00:00:23	Lakewood	CYPRESS
10737	7148266179	7147158465	9/11/2008	5:41:32 PM	InterState	Collect Call	00:00:05	Lakewood	CYPRESS
10733	7148266179	7147158465	9/11/2008	5:38:08 PM	InterState	Collect Call	00:00:50	Lakewood	CYPRESS
10719	7148266179	7147158465	9/11/2008	5:29:30 PM	InterState	Collect Call	00:00:23	Lakewood	CYPRESS
10716	7148266179	7147158465	9/11/2008	5:28:40 PM	InterState	Collect Call	00:00:23	Lakewood	CYPRESS
10712	7148266179	7147158465	9/11/2008	5:23:36 PM	InterState	Collect Call	00:00:23	Lakewood	CYPRESS
10600	7148262763	7147158465	9/11/2008	3:54:30 PM	InterState	Collect Call	00:00:41	Lakewood	CYPRESS

Utilizing the Call Archive Utility investigators have the ability to track inmate calling by Source Number, Destination Number, Call Date, Call Type, Inmate Phone, Call Duration, Bill Type, Inmate PIN, or Record ID. Establish call recording archived groups to help build a long term, focused investigation utilizing any of the search criteria.



Source No.:	7148266179
Destination No.:	7147158465
Date:	10/1/2008
Time:	11:54:09 AM
Call Type:	InterState
Bill Type:	Collect Call
Duration:	00:00:50

115401da 00:05

Download File Add Notes/Markers View Notes/Markers

Once a call recording is selected from the Call Archive to be listened to by an investigator. Notes and call makers can be added and saved throughout the call to pinpoint certain areas of interests. All Call Recordings are downloadable to CD or DVD format.

Additionally, iCON works in concert with Dragon Mining Software and allows investigators to set “watch words” in a pre-determined Dictionary. Any call recording that contains one of these “watch words” will be separated and filed in to that investigators file. Typical “watch words” might be an inmate or destined party stating “kill”, “drugs”, “gang”, “cocaine”, or alike. Once a word has been identified by iCON, investigators can chose to be alerted via text message or e-mail.

2. ELECTRONIC PROPOSAL AND CONTACT INFORMATION

- 2.1 Bidder shall respond to this proposal with written documents AND via the City/County Ebid system.
- 2.2 All inquires and/or responses shall be distributed to prospective bidders electronically as an addendum through the Ebid system.
 - 2.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum through the Ebid system.
 - 2.2.2 The County shall only reply to written inquiries received within five (5) calendar days of proposal opening.

Legacy Response: Agreed and Understood. The Company has provided two written copies and one submitted via Lancaster County’s Ebid system.

3. PROPOSAL PROCEDURE

- 3.1 This Request for Proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in procuring complicated commodities and or services.
 - 3.1.1 It also provides interested contractors with a fair opportunity for their goods and services to be considered
 - 3.1.2 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with interested firm(s) to arrive at a mutually agreeable relationship.
- 3.2 Conditional or qualified proposals are subject to rejection in whole or in part.



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- 3.2.1 All exceptions to the requirements, conditions, specifications, or other provisions of this Request for Proposal (RFP) must be in writing and attached as an exhibit to the proposal clearly labeled *“Exceptions & Clarifications of the Requirements”* when it is submitted by the Proposer.
 - 3.2.1.1 Exceptions and clarifications made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically described herein shall not be made a part of the resulting contract.
 - 3.2.1.2 Exceptions and clarifications made by the Proposer which are determined to be acceptable to the County shall be made a part of the resulting contract.
- 3.3 The County reserves the right to reject any or all proposals, to waive technical defects in proposals, and to select the proposal(s) deemed most advantageous to the County.
- 3.4 Proposers shall be bound by their offer even if the offer is based on erroneous calculation, and respondent shall have no right to withdraw its offer after the Proposal deadline on the basis of an error in calculation of their offer.
 - 3.4.1 If the County chooses to allow an offer to be withdrawn for any reason, the Proposer shall forfeit any and all bid security offered as a requirement of the RFP process.
- 3.5 Contractor and every subcontractor or person performing or contracting to perform any duty contemplated by this RFP shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinances and regulations.
 - 3.5.1 It shall be the responsibility of the Contractor to perform in compliance with all applicable Federal, State and Local Statutes, Ordinances and codes including but not limited to the Americans with Disabilities Act.

Legacy Response: The Company has read and agrees entirely with Lancaster County’s Proposal Procedure’s.

4. CONTRACT PERIOD AND PRICING STRUCTURE

- 4.1 The contract period shall be for two (2) years as twenty-four (24) consecutive months commencing with the date of execution of the contract agreement generated as a result of this solicitation.
 - 4.1.1 Contract may be renewed or extended for up to two (2) additional, one (1) year terms.
 - 4.1.2 This proposal will not be renewed or extended beyond the time the new Correctional Facility building is completed and ready for occupation.
- 4.2 The prices and commissions quoted in this request for proposal shall be firm for the duration of the contract period (two years) and any renewals or extensions thereof.
 - 4.2.1 Contract may be terminated any time by the County with a 30 day written notice of its intent to do so.
- 4.3 Prices shall be submitted in the unit of measurement specified on the proposal form, and shall include all overhead costs, profit and any delivery charges
- 4.4 In the event of a renewal or extension of the contract (for an additional period), all terms, conditions and provisions of the original contract, including Commission percentages and Guaranteed Annual Minimum Commission (GAMC), amount, shall remain the same and apply during the renewal period (unless mutually agreed upon via the amendment process).

Legacy Response: Legacy has read and agrees entirely with Lancaster County’s Contract Period and Pricing Structure. Legacy has offered a commission percentage of 62% with a \$170,000 annual guarantee. The commission percentage and rates offered will not change for the two (2) year contract period. Additionally, Legacy has offered a \$20,000 Bonus to Lancaster County.



5. BONDING AND INSURANCE REQUIREMENTS

- 5.1 A bid bond in the amount of \$5,000 must be submitted as required at the time of the proposal opening.
- 5.2 A **performance and payment bond in the amount of \$60,000** shall be executed by the contractor and a corporate surety company authorized to transact business in the State of Nebraska upon award of contract.
- 5.3 The Successful Contractor must furnish a certificate of insurance in accordance with the attached "Insurance Clause to be used for All County Contracts".

Legacy Response: Legacy has enclosed a \$5,000 Bid (Surety) Bond with its written response to Lancaster County. The Company will have a \$60,000 Performance and Payment bond issued within thirty (30) days of notification of award. The Company has \$2,000,000 of Liability Insurance already in place and has included that as an attachment to our written response.

6. REPORTING

- 6.1 The Contractor shall provide reports to the Corrections Business Manager for IDF and LCF and the Office Manager at the YSC showing all successful phone transactions made under the terms and conditions of the contract for the division.

Legacy Response: Agreed. iCON can be accessed by the Corrections Business Manager and the Office Manager for real-time call, revenue, and commission data. All three facilities will have the ability to access up-to-date information for any date period selected at all times. iCON also offers centralized management where all three facilities information can be accessed with one login. Call and revenue reports are displayed throughout this section. One such report is the Billed report(s) that show each and every successful billed call:

Source No.	Destination No.	Connected DateTime	Call Type	Bill Ty
562248401	5625722505	8/8/2008 2:50:53 PM	ST	Collect
7140202703	7147150405	9/4/2008 12:41:15 PM	ST	Collect Call
/140202703	/14/150405	9/11/2008 3:06:47 PM	SI	Collect Call
/140202703	/14/150405	9/11/2008 3:04:30 PM	SI	Collect Call
/140206179	/14/150405	9/19/2008 12:15:23 PM	SI	Collect Call
/140206179	/14/150405	9/20/2008 4:40:53 PM	SI	Collect Call
/140206179	/14/150405	9/20/2008 4:43:25 PM	SI	Collect Call
/140206179	/14/150405	9/20/2008 4:46:51 PM	SI	Collect Call
/140206179	/14/150405	9/20/2008 4:50:30 PM	SI	Collect Call
/140206179	5625941158	8/26/2008 11:21:19 AM	SI	Debit
/148206179	5625941158	8/26/2008 11:23:41 AM	SI	Debit
/148206179	5625941158	8/26/2008 11:24:59 AM	SI	Debit
7148266179	7147158165	8/29/2008 1:30:39 PM	ST	Collect



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- 6.2 In addition, the Successful Proposer shall provide a report to each location, with each commission check detailing the following:
- 6.2.1 Each housing unit and facility;
 - 6.2.2 Gross collect call dollar amount;
 - 6.2.3 The contract commission rate; and
 - 6.2.4 The total dollar amount of commission
 - 6.2.5 Report shall also include all, personnel problems and issues, staff development activities, equipment and maintenance issues and any other pertinent data activities.

Legacy Response: Agreed. Legacy will supply each location a report that details each housing unit, gross collect revenue, contract commissions and rates, total gross commission, and a detailed report tracking all facility transaction. Additionally, all this data can be found on a daily basis in iCON utilizing the report(s) option. Each facility can track commission and call revenue information, real-time, by using these report functions. Any date range can be utilized to track current and/or previous call and commission information. A sample commission report is below.

Originating Number	Commission Percentage	Facility / Site		Call Totals Calls / Min.	Local	Call Type Totals			
		Commission	Call Revenue			IntraLata	InterLata	InterState	Friends & Family
(714) 555-1212	58.00%	\$ 5.19	\$ 8.95	1 / 5	-	-	-	1	-
(714) 555-1213	58.00%	\$ 11.18	\$ 19.28	2 / 12	-	-	-	2	-
(714) 555-1214	58.00%	\$ 48.30	\$ 83.28	11 / 53	3	2	2	4	-
(714) 555-1215	58.00%	\$ 5.19	\$ 8.95	1 / 5	-	-	-	1	-
(714) 555-1216	58.00%	\$ 92.73	\$ 159.88	18 / 101	5	-	-	-	-
(714) 555-1217	58.00%	\$ 7.51	\$ 12.95	2 / 14	1	-	-	-	-
(714) 555-1218	58.00%	\$ 38.73	\$ 66.78	7 / 35	2	-	-	-	-
(714) 555-1219	58.00%	\$ 11.54	\$ 19.90	2 / 10	-	-	-	-	-
(714) 555-1220	58.00%	\$ 18.70	\$ 32.24	3 / 28	1	-	-	-	-
(714) 555-1221	58.00%	\$ 5.19	\$ 8.95	1 / 5	-	-	-	-	-
(714) 555-1222	58.00%	\$ 25.96	\$ 44.75	5 / 25	-	-	-	-	-
(714) 555-1223	58.00%	\$ 10.81	\$ 18.63	3 / 10	1	-	-	-	-
(714) 555-1224	58.00%	\$ 70.37	\$ 121.32	8 / 80	2	-	-	-	-
(714) 555-1225	58.00%	\$ 11.18	\$ 19.28	2 / 12	-	-	-	-	-
(714) 555-1226	58.00%	\$ 24.32	\$ 41.93	3 / 24	1	-	-	-	-
(714) 555-1227	58.00%	\$ 115.26	\$ 198.73	19 / 145	2	-	-	-	-
(714) 555-1228	58.00%	\$ 43.69	\$ 75.32	7 / 35	1	-	-	-	-
(714) 555-1229	58.00%	\$ 5.77	\$ 9.95	8 / 24	-	-	-	-	-
(714) 555-1230	58.00%	\$ 18.17	\$ 31.32	2 / 24	1	-	-	-	-

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Detailed Commission Reports will be supplied to each facility as requested by Lancaster County. Additionally these reports can be generated at anytime utilizing iCON. Track commissions by originating number, facility, or housing unit. View collect call detail or summary information. Reports commission percentages, gross billable revenue and call breakdowns.

iCON’s commission reports include the ability to tabulate commission by day, week, month – virtually any date period needed. Monthly commission reports include call detail; originating number, contracted commission percentage, commission revenue, call revenue, call totals, and call types.

- 6.3 The Contractor shall have the ability to generate the following data by Internet PC access located on the premises:
- 1) Phone number
 - 2) Living area
 - 3) Date or range of dates
 - 4) Hour or range of hours
 - 5) Duration of call
 - 6) Called number dialed



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- 7) Inmate PIN number
- 8) Calling card (debit) number
- 9) Blocked calls

Legacy Response: Agreed. iCON can be accessed from any County PC with internet access. Legacy’s installation team will provide proper VPN set-up’s for any current PC at any of the three facilities. iCON provides reporting that meets all of the needs listed in 6.3; in fact the systems reporting capabilities far exceed the County’s requests. All reports reflect real-time, up-to-date call information and can be rate for any date range selected by the user. The following pages illustrate sample iCON reports that meet the criteria of 6.3.

Reports are accessed in iCON by a simple mouse click on the Reports option.

iCON provides numerous report options for the facility to view and track all call activity, real-time commission information, and facility service and trouble ticket requests at any time via a PC with web access to iCON.

iCON reports every call attempt made from the facilities. Call Detail Reports (CDR) are completely user defined. Standard CDR reporting options include; by Inmate Phone, Dialed Number, Date, Time, Bill Type, Call Duration, Billed Revenue (or unbilled), and accept/denied by destined party.

Source No.	Destination No.	Conn. Date	Conn. Time	Bill Type	Duration	Revenue	Reason
7148266179	5625727936	10/1/2008	1:56:17 PM	Collect Call	0:02:29	\$12.95	Completed
7148262763	5625722595	10/1/2008	12:51:00 PM	Collect w/ CC	00:00:00	\$0.00	Denied
7148262763	5625722595	10/1/2008	12:50:00 PM	Collect Call	00:00:00	\$0.00	Blocked->Redirected
7148266179	5622448491	10/1/2008	12:32:09 PM	Collect Call	0:01:35	\$12.95	Completed
7148266179	5622448491	10/1/2008	12:27:42 PM	Collect Call	0:00:59	\$12.95	Completed
7148266179	7117158165	10/1/2008	11:54:09 AM	Collect Call	0:00:50	\$12.95	Completed
7148261756	7147158465	10/1/2008	11:28:32 AM	Collect Call	0:00:32	\$12.95	Completed
		10/1/2008	10:59:37 AM	Collect Call	0:00:23	\$12.95	Completed
		10/1/2008	10:55:31 AM	Collect Call	0:00:23	\$12.95	Completed
		10/1/2008	10:50:50 AM	Collect Call	0:00:23	\$12.95	Completed

iCON features numerous call detail reports including by location, inmate number, billed party number, and is any date sequence.



- Some of the Reporting Options in iCON include, but are not limited to:**
- Inmate Telephone Call Volume – CDR Report
 - Dialed Number – CDR Report
 - Facility Area
 - Billed and Unbilled CDR
 - Call Duration
 - Hourly, Daily, Weekly, Monthly, and Annual CDR Reports
 - Bill Type
 - Personal Identification Number (PIN) Usage
 - Frequency (dialed number, PIN, phone)
 - Real Time Commission Reporting

The Company provides several billed revenue report options. Real-time, up-to-date commission reports are also available via iCON.

Revenue (billed) reports are available to the facility at all times. These reports real-time revenue data at all times. Revenue reports can be brought up by inmate (source) phone, dialed number, any date period, call type, bill type, or by inmate PIN.

Source No.	Destination No.	Connected DateTime	Call Type	Duration
5622448401	5625722505	8/8/2008 2:50:53 PM	ST	0:00:41
7148262763	7147158465	9/4/2008 12:41:15 PM	SI	0:00:41
7148262763	7147158465	9/11/2008 3:06:47 PM	SI	0:00:23
7148262763	7147158465	9/11/2008 3:54:30 PM	SI	0:00:41
7148266179	7147158465	8/19/2008 12:15:23 PM	ST	0:00:23
7148266179	7147158465	8/20/2008 4:40:53 PM	ST	0:00:32
7148266179	7147158465	8/20/2008 4:43:25 PM	ST	0:00:59
7148266179	7147158465	8/20/2008 4:46:51 PM	ST	0:00:32
7148266179	7147158465	8/20/2008 4:50:30 PM	ST	0:00:23
7148266179	7147158465	8/22/2008 12:56:56 PM	ST	0:00:23
7148266179	5627541158	8/26/2008 11:21:19 AM	ST	0:01:44
7140200179	5027541150	0/26/2000 11:20:41 AM	ST	0:01:05
7140200179	5027541150	0/26/2000 11:24:59 AM	ST	0:01:05
7140200179	7147150405	0/29/2000 1:30:39 PM	ST	0:01:17

iCON’s commission reports include the ability to tabulate commission by day, week, month – virtually any date period needed. Monthly commission reports include call detail; originating number, contracted commission percentage, commission revenue, call revenue, call totals, and call types.



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Facility Users Phone Setup Call Control Prepaid Inmate Reports Call Monitor

Reports - Frequent Numbers

QUICK LINKS -> BILLED CALLS UNBILLED CALLS COMMISSION CALL ATTEMPTS FREQUENT NUMBERS TICKETS

Frequent Calls By Destination Number

From Date: 9/1/2008 To Date: 10/2/2008 Destination Number:

Get Report

1 of 2 Select export format Export

Frequently Calls By Destination Number

Source Number	Destination Number	Connected Date & Time	Call Type	Bill Type	Duration
7148266179	5622448491	9/10/2008 5:55:51 PM	InterState	Collect	0:00:50
7148266179	5622448491	9/11/2008 2:39:49 PM	InterState	Collect	0:02:02
7148266179	5622448491	9/11/2008 3:40:26 PM	InterState	Collect	0:00:50
7148266179	5622448491	10/1/2008 12:27:42 PM	InterState	Collect	0:00:59
7148266179	5622448491	10/1/2008 12:32:09 PM	InterState	Collect	0:01:35
7148266179	5625727936	10/1/2008 1:56:17 PM	InterState	Collect	0:02:29
7148266179	7144939333	9/12/2008 4:20:36 PM	InterState	N/A	0:00:41
7148262763	7147158465	9/4/2008 12:41:15 PM	InterState	Collect	0:00:41
7148266179	7147158465	9/10/2008 3:38:02 PM	InterState	Collect	0:00:32
7148266179	7147158465	9/10/2008 3:44:44 PM	InterState	Collect	0:00:23
7148266179	7147158465	9/11/2008 2:52:17 PM	InterState	Collect	0:00:23
7148266179	7147158465	9/11/2008 2:54:52 PM	InterState	Collect	0:00:50
7148262763	7147158465	9/11/2008 3:06:47 PM	InterState	Collect	0:00:23
7148266179	7147158465	9/11/2008 3:29:43 PM	InterState	Collect	0:00:23

Frequency reports are available and reflect real-time call data. Reports can be run by, dialed number, inmate pin, date, city, state, bill type, and call duration.

Users - User List

Sort By: Unsorted Direction: Ascending Sort

User ID	Last Name	Privilege
kevin111	kevin	<input type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input type="checkbox"/> F <input type="checkbox"/> DE
dataentry1	data	<input type="checkbox"/> A <input type="checkbox"/> Inv <input type="checkbox"/> F <input checked="" type="checkbox"/> DE
essy0927	Essy	<input type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input type="checkbox"/> F <input type="checkbox"/> DE
jwayne	John	<input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> DE
administrator2	admin	<input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> DE
administrator	Administrator	<input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> DE
Bbrown	Brown	<input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> DE
RRonoes	Ronoes	<input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> DE
ACaldera	Caldera	<input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input checked="" type="checkbox"/> F <input type="checkbox"/> DE
mharvey	Mike	<input checked="" type="checkbox"/> A <input type="checkbox"/> Inv <input type="checkbox"/> F <input type="checkbox"/> DE

Change page: 1 Prev 1 2 3 Next 3

Displaying page 1 of 3, items 1 to 10 of 25.

View details, A=Admin, Inv=Investigator, F=Finance, DE=Data Entry

User List Reports can be ran by the system administrator to give real-time information of users and their access (privilege rights).



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- 6.4 The contractor shall have the ability to provide weekly commission verification reports.
- 6.4.1 The County is interested in receiving the commission verification reports via internet access.

Legacy Response: Agreed. As demonstrated throughout our response to reporting – every iCON report can be run for any date range. Weekly call detail and commission reports can be run by each of the three Lancaster County facilities via iCON. As stated iCON is a Web based system and can be accessed from any County internet ready PC. The Company will provide thorough training to County and facility personnel on how to access and bring up report(s) needed.

Legacy owns and operates its own system – throughout the life of the contract the Company will customize reporting to Lancaster County’s needs and that of the individual needs of each of the facilities.



SECTION II INMATE PHONE SYSTEM EVALUATION AND AWARD

1. EVALUATION AND AWARD PROCEDURE

- 1.1 A committee of county personnel will be assigned the task of evaluating and recommending an award to the County Board of Commissioners.
 - 1.1.1 The committee may request documentation from Proposers on any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 1.1.2 The committee may require a site visit and/or verbal interview with select Proposer(s) and his/her company to clarify and expand upon the proposal response(s).

Legacy Response: Legacy has read and agrees entirely with the Evaluation and Award Procedure posed by the County. Legacy would welcome a site visit and interview to demonstrate iCON's abilities as well as our determination to provide all three facilities with local support from our technicians based in Lincoln Nebraska.

2. AWARD AND EVALUATION CRITERIA

- 2.1 Award will be made to the "most responsive Proposer".
- 2.2 Responsiveness will be determined by the committee at the time proposals are evaluated, using criteria which includes:
 - 2.2.1 References provided with the proposal response
 - 2.2.2 The Proposers ability to satisfactorily handle the type and volume of work being offered by the County
 - 2.2.2.1 Experience with Commercial and Government/Correction Accounts.
 - 2.2.3 General management's capability as evidence in the written proposal, comments of references and site visits.
 - 2.2.4 Staff and program offered, variety of capacity, range of capability, and quality of past jobs performed.
 - 2.2.4.1 Capability of the Proposer to participate in this particular program including eligibility based on the Proposer's financial stability and viability.
 - 2.2.5 Proposers management, technical, and experience in the type of work and equipment proposed.
 - 2.2.6 The quality and variety of the Proposer's services and equipment offered and their ability to provide maintenance service to/for the County.
 - 2.2.6.1 Long distance carrier affiliation
 - 2.2.7 Ease of the liaison to communicate with the County Departments/Divisions.
 - 2.2.7.1 Proposer's presentation (if requested) to the County.
 - 2.2.8 Proposer's internal management and ability to provide timely and accurate usage records, back up service for emergency situations; and accurate reporting, record keeping and billing of the calls generated.



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- 2.2.9 Total program costs, commission percentages and guaranteed annual minimum commission amount as they relate to the recommend service level for the County's facilities.
- 2.2.9.1 Ancillary and incidental services offered.

Legacy Response: The Company has read and understands the award and evaluation criteria applied by Lancaster County. Legacy has chosen to utilize the "Section" format supplied by the County for the RFP to deliver our responses and supply detail about our bid, by doing so we hope to address each County need in an easy to follow layout. We believe we have demonstrated throughout this document our ability to provide inmate phone systems at each of the three correctional facilities in Lancaster County.

Legacy is uniquely qualified to provide the services - it is one of the only providers that not only offers a superior inmate communication systems but is also a nationwide certified, facilities based long distance carrier. The Company has also offered localized technical support with technicians based in Lincoln Nebraska. Legacy has been providing its services in the state for over eleven (11) years.

It is our sincere hope that our entire response is reviewed; if done so, we truly believe Legacy will meet and exceed the evaluation criteria posed by the County.



SECTION III INMATE PHONE SYSTEM SYSTEM REQUIREMENTS

1. GENERAL CONTRACT SYSTEM REQUIREMENTS

- 1.1 The Contractor shall furnish and maintain in correct working order, collect/pay telephones and TTY system for use by inmates and correctional facilities operated in Lancaster County.

Legacy Response: The following depicts the proposed Non-Coin Operated Inmate Telephones and the technical and hardware specifications pertinent to their design:

CT-1000-SS-VC-HT



Technical Specifications

- High-Security, 14 Gauge Stainless Steel Housing
- Handset incorporates Armored Cord with Steel Lanyard and heavy 14 Gauge Steel Retainer
- Direct Wall Mount or TM-178A Backboard
- Modular or Spade Connection
- No A/C Power required
- 20mA minimum to 80A maximum line power
- Meets FCC Parts 68 and Bellcore TR-TSY-000450
- Meets Waterspray Test Bellcore TR-TSY-000456 7.2
- Relative Humidity 0% to 95% condensing
- Operating Temperature -40° to 140° Fahrenheit
- Dimensions: 21 ½" H x 7 ½" W x 2 ½" D
- Instruction Card: 2 ½" H x 5" W
- 2 Year Manufacturer Warranty

The CT1000 are equipped with volume control (found in the upper left hand corner or the phone). The receiver cord is only 12" in length and exits from the top of the phone providing security from intentional use of the cord for harm to others or oneself. Safety screws are utilized at two points that secures the housing to the phone mechanism. TTY capabilities will be supplied to each facility via Legacy's own receiver with out-pulsed being received by Legacy's own live operator center in Cypress California. Legacy will supply 2 TDD's for the YSC, 1 for the LCF, and 4 for the IDF.

- 1.2 Contract arrangement shall include fully automated telephone services to the inmates utilizing the Contractor's installed pay telephone equipment in accordance with the requirements set forth herein.
- 1.2.1 All features and system requirements proposed shall be applicable to all calls (local and long distance) placed throughout the Inmate Pay Telephone System (IPTS)



Legacy Response: Inmates will only have access to automated operators for call processing from the supplied inmate phones. All calls, local and long distance, are transmitted via Legacy's own interexchange network.

All call functions are fully controlled by the Automated Attendant with an extensive array of voice prompts that can be customized and configured to any prompt sequence Lancaster County needs to guide both the caller and the called party through the process from start to finish. Inmates attempting a call that is not allowed will hear an announcement explaining that the number they have dialed is not allowed.

System Scripts Example:

When an inmate picks up the phone to make a call, the inmate will hear a sequence of voice instructions similar to the following.

- To make a collect call press 1
- To make a prepaid call press 2
- To make a debit call press 3
- Please enter your X digit PIN number (if applicable)
- Please dial 1 + area code and the telephone number
- Please wait while we connect your call
- Inmates side is silent while the called party accepts or rejects the call
- Inmates will hear an announcement to begin speaking or that the call was rejected by the called party

The Legacy system routinely uses answer detection, based on standard industry answer detection methods, including hardware and software answer detection. The possible codes identified, and the voice prompts that will be heard by the inmate for each, include the following:

- Accepted – “This call is subject to monitoring and recording, thank you for using Legacy.”
- Busy – “The number you have called is busy, please try again later.”
- No Answer – “The number you have attempted was not answered, please try your call again later.”
- FAX/Modem – “The number you attempted is a fax line.”
- Answering machine – “The number you attempted was answered but positive acceptance was not received, please try again later.”
- Special Information Tone (SIT) – “The number you attempted is out of service.”
- Local Exchange Carrier (LEC) – “The number you have attempted is blocked by the local telephone company, calls are not allowed.”
- High Toll – “The number you are calling has a high toll block, calls are not allowed.”



The CDR always records the method by which the call was accepted or denied, and the method by which the call was terminated. Furthermore, call recording begins as soon as the inmate dials a number, so that the method by which the call was accepted or denied as well as how the call was terminated is also included in the call recording.

The pre-recorded announcement will be customized to the facility requirements; the announcement a called party will hear will be similar to:

“Hello, this is a collect call from (inmate name, configurable to use name or no name, depending on PIN implementation), <an inmate> at the Lancaster Detention Center (or the name of the specific facility the inmate is calling from). If the inmate changes facility, the facility name can change also). To hear acceptance options in English press 1, Para Español marque 2.

- To accept this call press 1.
- To refuse this call press 2.
- To prevent further calls from this facility press 7.

1.3 The IPTS shall provide telephone reception quality at least equal to the current reception quality levels and must meet telecommunications industry standards for service quality.

1.3.1 The Contractor shall accept the County’s decision regarding such determination.

Legacy Response: Legacy is a certified interexchange carrier in the State of Nebraska (Certification No. C-1606 – granted September 30, 1997). The Company will be providing the long distance services and the transmission of all calling, including local, via its own Network. SS7 transmission is utilized on every call insuring optimal connect times and crystal clear transmission.

The Company’s installation plan includes point to point connections at all three facilities. Two (2) voice/data ready DS1’s will be utilized to originate call traffic from the Intake and Detention Facility, one (1) voice/data DS1 and 720 DSL will be utilized at the Lancaster Correctional Facility, and one (1) voice/data DS1 will be installed at the Youth Services Center. These dedicated circuits will provide a point to point connection directly in to Legacy’s long distance network providing quick, efficient call management and completion.

The Company runs a Siemens Class 5 EAWS switching platform that currently is terminating over 3,000,000 long distance calls per day.

1.4 All phones shall be capable of being operated simultaneously.

Legacy Response: All inmate phones at each of the three locations can be utilized simultaneously.



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- 1.5 The telephone system shall be capable of providing call completion to any point within the continental United States of America, Alaska and Hawaii.
 - 1.5.1 **IPTS shall be capable of making international collect calls** to all countries outside the continental US.
 - 1.5.1.1 Contractor shall provide details on how international calling is facilitated by their IPTS

Legacy Response: The Legacy network offers international services to allow inmate collect calling to Mexico, Canada, Puerto Rico, the Caribbean, the United Kingdom, Japan, and Germany. Additionally Debit Card and Cardless Debit services can be pre-paid for calling to virtually every country in the world, by utilizing Legacy's supplied debit cards and/or the cardless debit system in iCON - Prepaid Services may also be set up by the destined caller utilizing the Company's website www.legacyinmate.com.

Debit

Debit Cards can be sold in the Jail Commissary for purchase by any inmate allowing calling virtually to every domestic and international destination in the World. A secure Debit account can be created upon booking or from the commissary, and the inmate prepays for calls by purchasing time in bulk from the commissary. Family and friends can also fund an inmate's Debit calling by depositing money into the inmate's account. An inmate can use Debit calling time to call any facility-approved telephone number he or she chooses. The cost of each call is automatically deducted from the inmate's Debit account. When the Debit service is integrated with the commissary, replenishing debit funds is as simple as filling out a commissary order form. The Debit Cards are provided to the facility by Legacy and are completely security friendly with construction paper utilized as its base. Debit Card PIN's are covered by a "scratch-off". Cardless debit accounts can also be established utilizing the Inmate PIN application. Legacy's cardless debit program allows the facilities inmates to apply revenues to their PIN account without the utilization of a Card.

Legacy accepts all forms of payment – Credit Card, PayPal, Money Gram, Western Union, Cashier's Check or Money Order.

2. SYSTEM FEATURES

- 2.1 The IPTS shall provide one-way out-going service provided only on a collect and prepaid debit calling card system station-to-station calling arrangement and cellular telephone
 - 2.1.1 If your service is not compatible with cellular telephones, please indicate so in your proposal and in the Ebid Attribute Section. ←
 - 2.1.2 No incoming calls are permitted.
 - 2.1.3 Incoming calls shall be prohibited via the provider's software before the incoming signal reaches the inmate phone location.

Legacy Response: The IPTS will only allow outgoing calls. Assigned origination numbers are DID and are not callable. A dedicated voice DS1 will be utilized to originate all call traffic from the facility and will be capable of outbound calling only.



Under no circumstances will it be possible for a call to be placed inbound to the facility. Cellular Telephones that accept “collect” billing can be reached at anytime utilizing Legacy’s services. For Cellular Telephone companies that do not accept “collect” call billing – prepaid “collect” accounts can be established 24 hours day.

- 2.2 The IPTS shall provide the ability to block unlimited quantity of identified phone numbers upon request of the County and shall be offered on a permanent or temporary blocking basis.
 - 2.2.1 The IPTS must have an adjustable refusal buffer to automatically block numbers for designated periods of time (i.e. following a series of refusals by the called party.)
 - 2.2.2 It shall be the successful proposer’s duty to obtain existing blocked numbers, free calls and private calls from our existing provider and program these numbers into the new system to insure uninterrupted blocking of phone numbers.
 - 2.2.3 **Successful proposer will be bound to release all pertinent information to a new provider should the next proposal request process select a new provider.**

Lancaster County can block specific telephones or group of telephones utilizing the Call Control Feature. Call Control also allows the facility to block numbers from call recording (Attorney’s).

Phone Number	Reason	Requested By
1: 7872248116	No calls Allowed	Facility
2: 2318966596	No Collect Call Allowed	Family
3:	No calls Allowed	Family
4:	No calls Allowed	Family
5:	No calls Allowed	Family

Legacy Response: The facilities will have the ability to block calls to specific telephones as well as any group of phones selected utilizing the Call Control feature of iCON. Blocks by inmate PIN are easily done utilizing the PAN feature discussed earlier in our response.

Each called party will also have the ability to block their number from any further calling from the facilities by pressing “7”. The IVR will be set to block any number that has repeatedly denied charges from the facility – that number will be set at five (5) and can be changed at anytime at the request of Lancaster County.

The Company will load all currently blocked numbers in to the system prior to installation. We completely understand that should we be awarded the contract and at some later date lose the contract – that we must work with the new provider to insure a smooth transition including supplying that provider with all blocked numbers.

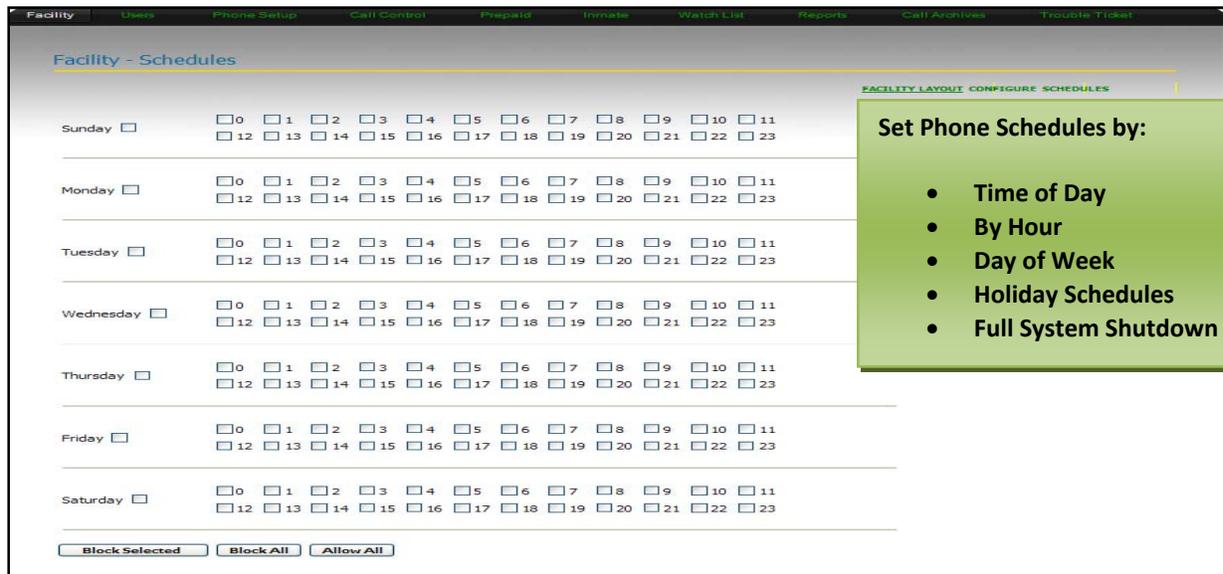


Legacy Inmate Communications
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- 2.3 The system shall offer the receiver the ability to automatically select blocking select options electronically to permanently block their phone number from receiving calls from the Lancaster County’s IPTS (i.e., dialing #1 to accept call, #5 to refuse call, 9 to permanently block your phone from future calls).

Legacy Response: This is a standard feature of iCON. Each called party will have the option to block their number from further calling by pressing “7”.

- 2.4 The system shall have the ability to restrict all calls to a given period of time with a recorded warning to caller before the last one (1) minute of the call duration.
 - 2.4.1 The system shall have the flexibility to vary or change the calling period upon request from the County.



Legacy Response: Inmate Phone schedules can be changed at anytime and can be customized to each facility. Facility personnel will have access to change phone schedules. The system will be set to play a warning one (1) minute prior to phone shutdown.

- 2.5 The system shall offer the ability to block call forwarding or three-way calling by the user end.
 - 2.5.1 IE. – The resident would not be able to call into a voice service where they have an option to dial 1 to get out of the voice mail and then call any phone number they choose.

Legacy Response: As part of Legacy’s technology innovations that provide operational results, Legacy offers a superior method for 3-way calling prevention. Legacy has a distinct advantage over most other vendors in the inmate telephone market: Legacy is an interexchange carrier. Our proposal includes providing Legacy local and long distance service for the facility: originating and terminating all calls, operating in the SS7 network, with our own network and call switches, Legacy has total call control of all aspects of the call, enabling the Legacy system to control all 3-way call attempts.



Other ITS vendors may contract for phone service and may only ‘monitor the call’ and are looking for a detection signal with the call control in the hands of the LEC (Verizon, AT&T as an example). Since traditional vendors do not have network control, they may rely on a combination of silence, dial tone, DTMF detection, and other energy algorithms that does not accurately detect fraudulent activities or 3-way calling. Many providers propose patented three-way detection technologies, which the Legacy team has tested in the past and which have proven 100% worthy in the field. These technologies do not catch 100% of three-way calls, and they also have a very high percentage of detecting and disconnecting valid calls that are not three-way (false positives). The Legacy solution originates and terminates all calls, processing calls *within our own network*, not detecting from outside the network.

With the Legacy network in place, any set-up signal initiated by the called party that prompts a 3-way call or remote call forwarding falls within Legacy’s network and is received by the iCON call control. Whenever attempts at fraud are received, the Legacy iCON system can respond by advising the parties to the call, terminating the call, or both. Legacy will implement whichever option the facility chooses. In all cases, these calls are flagged on the call detail record. There is an illustration below demonstrates Legacy 3-way calling network level detection.



3. SYSTEM OPERATION

- 3.1 Call acceptance by the called party shall be accomplished through caller confirmation (positive acceptance).
 - 3.1.1 Passive acceptance of a call, such as by staying through caller confirmation (positive acceptance).
 - 3.1.2 Calls to answering machines, FAX machines, or computer modems will be terminated when the machine answers the incoming call.
 - 3.1.3 Calls to rotary-dial type phones may only be accepted by the positive action of the called party dialing a specific voice prompted number.

Legacy Response: A call cannot be accepted unless the destined party dials a “1” to accept the call. iCON requires a DTMF signal “1” prior to bridging the inmate to the destination. Dialogic technology is utilized for signal. It is impossible for any call to be connected without DTMF signal “1”. No call will be connected to an answering machine, busy signal, or other telephone activity.

- 3.2 Contractor shall utilize no live operators, only recorded or simulated operators will be allowed.
 - 3.2.1 All calls will be “branded” to identify that the call is originating from a “Lancaster County Correctional Facility”.
 - 3.2.1.1 Recorded operator message shall indicate the call is originating from “Lancaster County Correctional Facility or Youth Services Center” and shall be a brief and concise message.
 - 3.2.2 The inmate will not be connected with or able to hear the receiver until after acceptance of the call.
 - 3.2.3 Recorded instructions shall be available in English, Vietnamese and Spanish, with the capability to add other languages upon request from the County.
 - 3.2.3.1 Written dialing instructions must be posted on or near each phone in English, Vietnamese and Spanish.
 - 3.2.3.2 Written instructions in English, Vietnamese, and Spanish shall be provided by contractor in the form of a brochure or handout outlining the service provided and related costs.

Legacy Response: Legacy will set the iCON systems automated operators to brand each call with “Lancaster County Correctional Facility” for the Intake and Detention Facility and the Lancaster Correctional Facility. “Lancaster County Youth Service Center” will be utilized for the Youth Service Center. Sample: “This is the Legacy Operator from Lancaster County Correctional Facility with a collect call from (play recorded inmate name)”. The inmate will not be able to hear the transaction being performed by the called party.

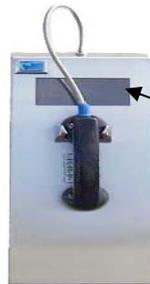
Upon connection to any destination number the Legacy automated operator will play a list of options to the accepting party:

- ✚ First the system will announce that there is a call from the Lancaster County Detention Center from (a recorded name of the prisoner will play).
- ✚ The Caller will then be prompted for the language they wish
- ✚ Press 1 for English
- ✚ Press 2 to Spanish



- ✚ Press 3 for Vietnamese
- ✚ Press 4 (any language spoke can be programmed in to iCON the facility has limitless options in providing languages)
- ✚ If a language is selected other than English the system will replay where the call is from and the inmate name. *At this time Legacy will also give the rate and charge for the call as requested by Lancaster County.*
- ✚ Press 1 to accept the collect call
- ✚ Press 2 to deny the collect call
- ✚ Press 7 to block your number from any further calls from the facility
- ✚ Once the Call is accepted – we will inform both the inmate and the called party that the call is subject to live monitoring and recording.

iCON's IVR's will only respond to DTMF pulses. No call will be connected without acceptance.



The proposed Inmate Telephones provide a posting area to communicate instructions to the Inmate. Legacy will post these instructions in English, Spanish, and Vietnamese.

Legacy agrees to provide brochures to each facility informing inmates of costs associated with the service as well as dialing instructions to make their telephone calls.

- 3.3 The IPTS shall prohibit direct-dialed calls except those identified by the County to receive calls at no fee.
 - 3.3.1 The Contractor shall provide, free of charge, inmate calls to the County Public Defender's (PD) Office and their subcontractors without incurring any expense.
 - 3.3.2 The Contractor shall also provide, free of charge, calls to the local Courts and support agencies and certain other free of charge numbers as determined by the County including all calls from Booking.

Legacy Response: Direct-dialed call will be prohibited unless designated otherwise by the County. iCON allows pre-authorized "free" calls specifically for the purpose of allowing communication to County Public Defenders, local courts, support agencies, and booking. Legacy will pre-load existing free call numbers in the system as part of our installation process. The County can utilize the Free Call utility of iCON to add or subtract destination numbers as it pleases.

As part of our installation and project plan – Legacy will work with Securus on retrieving existing "free call" number information. The Company will need to get Securus contact information from Lancaster County.

The "screen shot" on the next page shows just how easy it will be for the Lancaster Facilities to administer free calling.



- 3.4 The IPTS shall prohibit access to “411” information and “911” emergency.
- 3.5 The IPTS shall prohibit access to “800” and “900” exchanges and any similar exchange yet to be identified.

Legacy Response: Agreed. Inmates will only have access to make “collect” and “pre-paid” calling from the inmate phones. “411”, “911”, “800” (toll free), “900” calling will all be blocked. Standard NPA/NXX dialing will be the only call pattern allowed from the phones.

- 3.6 Proposer shall describe in detail how their system is able to detect and prevent three (3) way calls.
 - 3.6.1 The inmate shall be required to hang-up before the system will allow another call to be placed.
 - 3.6.2 Conference calls shall also be prohibited.
- 3.7 The IPTS shall block all calls to pay phones.
 - 3.7.1 The Contractor shall subscribe to and use a data base system that identifies calls to pay phones and blocks such calls.

Legacy Response: As part of Legacy’s technology innovations that provide operational results, Legacy offers a superior method for 3-way calling prevention. Legacy has a distinct advantage over most other vendors in the inmate telephone market: Legacy is an interexchange carrier. Our proposal includes providing Legacy local and long distance service for the facility: originating and terminating all calls, operating in the SS7 network, with our own network and call switches, Legacy has total call control of all aspects of the call, enabling the Legacy system to control all 3-way call attempts.



Other ITS vendors may contract for phone service and may only ‘monitor the call’ and are looking for a detection signal with the call control in the hands of the LEC (Verizon, AT&T as an example). Since traditional vendors do not have network control, they may rely on a combination of silence, dial tone, DTMF detection, and other energy algorithms that does not accurately detect fraudulent activities or 3-way calling. Many providers propose patented three-way detection technologies, which the Legacy team has tested in the past and which have proven 100% worthy in the field. These technologies do not catch 100% of three-way calls, and they also have a very high percentage of detecting and disconnecting valid calls that are not three-way (false positives). The Legacy solution originates and terminates all calls, processing calls *within our own network*, not detecting from outside the network.

With the Legacy network in place, any set-up signal initiated by the called party that prompts a 3-way call or remote call forwarding falls within Legacy’s network and is received by the iCON call control. Whenever attempts at fraud are received, the Legacy iCON system can respond by advising the parties to the call, terminating the call, or both. Legacy will implement whichever option the facility chooses. In all cases, these calls are flagged on the call detail record.

Each call processed through Legacy will first be validated through the national Line Information Database (LIDB). Pay Telephones will receive an identified reply code – the system will automatically not allow calls when a reply code for pay phones is received.



4. EQUIPMENT REQUIREMENTS

- 4.1 All receiver cords in areas designated by the County shall be no more than 12" in length.
- 4.2 Respondents shall submit a sample of the identical inmate wall phone unit, handset, armored cord, and mounting bracket that will be install upon request of the County.
- 4.2.1 A key to the phone cabinet is to be supplied to permit examination of the inside of the phone casing.
- 4.2.2 All phones shall be surface mounted compatible with standard telephone company mountings
- 4.2.3 All telephone instruments shall be approved and comply with FCC regulations.
- 4.2.4 Respondents shall be responsible for arranging for shipment and payment of all costs associated with shipment of samples to the County and return sample items to the Contractor.
- 4.3 The minimum phone equipment required shall be as follows:
- INTAKE AND DETENTION:
- Location: General housing C & D pods – 3 wall units per area
- | | | |
|---------------|----------------|---|
| A-1 | Special Needs: | 2 wall units |
| A-2 | Reception: | 2 wall units in dayroom
3 wall units in subdayroom |
| AYD | | 2 wall units |
| B-1 | Segregation: | 2 wall units in dayroom
2 wall units in subdayroom |
| B-2 | Women: | 2 wall units
3 wall units in subdayroom |
| Workers dorm: | | 2 wall units
26 wall phone units |
- Booking: (free calls) separate lines to each cell, with six mobile phone units
- LCF:
- | | |
|-----------------------|--------------|
| Designated locations: | 8 wall units |
|-----------------------|--------------|
- YSC: General Housing
- | | |
|--------|---|
| A Pod | 1 wall phone unit |
| B Pod | 1 wall phone unit and 2 mobile phones on a cart |
| C Pod | 1 wall phone unit |
| D Pod | 1 wall phone unit |
| E Pod | 1 wall phone unit |
| F Pod | 1 wall phone unit |
| Intake | 1 mobile phone on a cart |
- 4.4 The County may require additional phone installation based on needs in addition to the requirements outlined herein.
- 4.4.1 If the County requests additional telephone equipment to be installed it shall be understood that the additional equipment shall be at NO COST to the County.

Legacy Response: Legacy will provide correctional grade phones that are tamper-free and constructed to withstand the jail environment as described above in the standard features of the proposed telephone handsets. Each inmate phone is in cased in a



housing constructed with **14 Gauge Steel**, security screws are utilized at every point and the phones are completely tamper resistant. The inmate phones will be wall mounted and bolted and will withstand over 1500 pounds of pressure. Legacy will provide samples of the phones as requested and at its own request to the County. The phones utilize security screws that require a special tool for access – the Company will supply the tool to the County as a key. The phones are compatible with standard local exchange mountings. All phones will be installed by Legacy’s own installation team. Legacy has read and understands the inmate phone configuration of each of the three facilities and will install, maintain, and support these phones as requested. Mobile Carts will also be supplied at the facilities that require them. The following is some information and exact pictures of the inmate phones and mobile carts that Legacy will utilize at the facilities:

CT-1000-SS-VC-HT Inmate Telephone



Technical Specifications

- High-Security, 14 Gauge Stainless Steel Housing
- Handset incorporates Armored Cord with Steel Lanyard and heavy 14 Gauge Steel Retainer
- Direct Wall Mount or TM-178A Backboard
- Modular or Spade Connection
- No A/C Power required
- 20mA minimum to 80A maximum line power
- Meets FCC Parts 68 and Bellcore TR-TSY-000450
- Meets Water spray Test Bellcore TR-TSY-000456 7.2
- Relative Humidity 0% to 95% condensing
- Operating Temperature -40° to 140° Fahrenheit
- Dimensions: 21 ½” H x 7 ½” W x 2 ½” D
- Instruction Card: 2 ½” H x 5” W
- 2 Year Manufacturer Warranty

Mobile Cart:





The mobile cart can be supplied with two or four wheels. We will allow the facility to pick which would be more applicable for their use.

- 4.5 The Contractor shall be required to provide special phone equipment able to accommodate the needs for the hearing-impaired individuals through the use of either mobile phones in housing units or using the existing phones in units.
- 4.6 The Contractor shall be required to provide lower-mounted equipment able to provide access for wheelchairs.

Legacy Response: Legacy will provide 2 portable TDD units for the YSC, 1 for the LCF, and 4 for the IDF for deaf inmates to place calls. All handicapped accessible and TDD telephone units will meet American with Disability Act (ADA) standards. Legacy proposed to provide the portable, vandal-resistant Ultratec Supercom 4400 TDD, or a functionally equivalent model.

Standard features of this TDD phone include:

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

ADDITIONAL FEATURE PROVIDED BY LEGACY:

Legacy will route TDD calls to the Legacy customer service relay center, in Cypress, CA and provide the facility a word document transcription of the call and make available in .pdf format on-line. The call will appear in the Call Detail Report as a TDD call.

Each supplied inmate mounted telephone also has a “volume” button located on the left-hand side of the phone to allow the inmate to adjust volume as needed.

Legacy will mount inmate telephones at whatever heights designated by each of the three facilities. The Company understands that there





may be requirements for access to inmate phones for individuals that have a wheelchair. The Company's installation team will work with the Officers at the Intake and Detention Center, Correctional Facility, and Youth Service Center and mount the inmate phones at any height, location, or and other designation given by the facilities managers.

4.7 A system phone shall be installed by the Contractor in the office of the contract liaison for testing purposes at no cost to the County.

Legacy Response: Agreed.

4.8 Contractor shall assume all costs in replacement and on-going repairs of all existing visitation phones at the maximum-security jail

4.8.1 There are currently forty-four (44) visiting phones in eight (8) separate housing areas.

Legacy Response: The Company agrees to maintain and replace (as needed) all forty-four visitation phones currently at the maximum security jail. Legacy can also offer, at anytime requested by Lancaster County, the ability to record each visitation. We understand that recordings are not required at this time – but, wanted to notify the County that the iCON system does allow for visitation recording should the need arise.

Legacy will utilize the following visitation equipment should any of the visitation phones need to be replaced:

CT-100 Visitation Phones (Pair)



Technical Specifications

- High-Security, 14 Gauge Stainless Steel Housing
- Handset incorporates 12", 18", or 32" armored cord with steel lanyard and heavy 14 gauge steel retainer
- Direct Wall Mount or Recessed Mount
- Operates on 24 to 48 VDC phone line, system supplied power or 110 AC to 10 VDC Adapter
- Dimensions: 11 1/2" H x 5" W x 2 1/2" D
- Unit Weight: 5 lbs. (each)
- Relative Humidity 0% to 95% condensing
- Operating Temperature -40° to 140° Fahrenheit
- 2 Year Manufacturer Warranty
- Optional recording available through the use of the VisitLink software application



**SECTION IV
INMATE PHONE SYSTEM
SERVICE AND MAINTENANCE REQUIREMENTS**

"I often feel that our vendors provide one level of service to civilian businesses and quite another level to correctional facilities."

**Robert L. Green, Warden
Montgomery County, MD**

1. SERVICE AND MAINTENANCE GENERAL REQUIREMENTS

1.1 Vendor shall provide both on-site and remote monitoring and diagnostic service to the County, twenty-four (24) hours a day seven days a week.

Legacy Response: The Company will provide Lancaster County with 24-hour customer support 365 days a year, including holidays. Legacy owns and operates its 24/7 customer care center staffed with over twenty (20) employees that are available at all times. Legacy will provide Lancaster County with a toll free number to access our center when needed. However, Legacy also believes in a pro-active customer approach and has assigned a designated account representative that will manage all the day to day requests that each facility might have including new reports, commission questions, modifications to the current infrastructure (added Inmate Phones), or iCON questions. Legacy has assigned Reol Ronces to act as Lancaster County's National Account Manager (NAM). Legacy's team for eight (8) years and is well versed in all our products and services. More importantly, Reol has been providing correctional facility support for over a decade and has a firm grasp of the communication needs in the correctional environment.

"Sustained growth and financial stability can only be achieved by offering a truthful, superior product coupled with enduring customer support. This is not just a philosophy it is the only way Legacy does its business."

*Curtis A. Brown
President/CEO*

Reol has been a part of

When Reol is not at work the 24-hour toll free number can be utilized to contact our customer care center which will have access to Lancaster County's ITPS system and can record and dispatch the necessary resources to solve any problem.

Legacy not only believes in a Customer First philosophy – we actually deploy one. We understand the importance of providing a quality service to the inmates – and the absolute need for our system to be operational at all times for investigators to access information that could help solve crimes before they happen.



We understand that Lancaster County may look first to a service provider that is a Nebraska based company. Legacy has offered *local technical support* for immediate response and on-going maintenance and inspection. By doing so we also help keep much needed revenue dollars in the state.

Legacy has contracted Americom Communications Corp. of Lincoln Nebraska to provide monthly site inspections and to respond to any immediate needs that we may have for infrastructure adds, moves, or changes. Americom is less than twenty (20) minutes from each of the facilities and is well versed in Legacy's equipment.

- 1.2 The Contractor shall provide its own or subscribe to the "Local Exchange Carrier Line Information Database" screening service.

Legacy Response: Each and every call originated from the Lancaster facilities will first be validated through the national Line Information Database prior to the call being extended outbound. Legacy supplies its own connection via SNET direct access to the LIDB.

- 1.3 The Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all inmate pay telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract.
 - 1.3.1 No Charge shall be made to the County for maintenance of the system.

Legacy Response: Legacy will keep spare parts in the communications room of each facility insuring ultra fast replacement times. The telephones shall be maintained in compliance with the manufacture and Legacy will have all phones in working order throughout the life of the contract. There will be no charge to the County for the ongoing maintenance of the ITPS. iCON is completely owned, manufactured and operated by Legacy.

- 1.4 The Contractor shall provide telephone equipment personnel who are fully trained, manufacturer certified and/or qualified on the equipment and software to be serviced.
 - 1.4.1 Maintenance personnel supporting the proposed equipment, services and/or software shall have at least six months experience servicing the equipment, services and/or software included in the Contractors proposal.
 - 1.4.2 Contractor shall identify the location nearest permanently assigned service technician responsible for both inmate phone system and inmate visitation phone repairs.
 - 1.4.3 Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service.

Legacy Response: Legacy's twenty-four (24) hour support personnel have access to iCON (the inmate phone management system) instantly upon notification of any issue. iCON is access to Legacy's worldwide communication network and calls for very little on-site equipment. iCON is completely owned, manufactured, and operated by Legacy. The system has been in place for over a decade. A channel bank/ATA and Router



provide direct point to point access to iCON from each of the facilities. The heart of the system resides with Legacy at all times. On-going support of the Channel Bank, Router, and Inmate Telephones will be provided locally by Americom Communications Corporation. Americom has been serving the Nebraska area for over 27 years.



Prior to submitting this response Legacy went to great lengths to find a local technicians that were not only close to the facilities but also have experience in supporting accounts much like Lancaster County. The installation of all inmate phones and access to our iCON system will be handled by Legacy's installation team. Information on Legacy's team members can be found in Section V. Americom has been contracted by Legacy to supply local support and ongoing monthly site surveys and equipment inspections.

Legacy's local technicians (Americom) will be dispatched from:
 307 P Street
 Lincoln, NE 68508

Our contract with Americom insures 24-hour support access.

Service Requests and trouble reports can be made by each facility 24 hours a day, 365 days a year by calling Legacy Customer Service Department at 866-553-4832. Legacy has also assigned Reol Ronces as Lancaster County's National Account Manager and he will facilitate all requests during normal business hours. Additionally, the facilities may utilize iCON's Trouble Ticket utility to report any issues with the phones or system:

Trouble Ticket Number: 26 Trouble Type: Phone Issues Status: Pending

Created By: FYORK
 Contact Info:
 Name: John Smith
 Phone: 401.234.567
 Email: johnsmith@usaf.com

Created Date: 07/16/2008
 Trouble Date: 07/04/2008
 Resolved Date:

Subject: No Outgoing Phone Calls

Notes

Friendly Printer

(Hide Follow-Up Notes.....)

The phone located in Pod 1 is not allowing outgoing calls. We keep getting a fast busy signal operator. Please send a technician in order to fix the problem.

25	test test	ACalders	07/12/2008	07/03/2008	Network Issues	Processing
24	Cafeteria Phones Broke	kevindpham2	07/08/2008	07/04/2008	Phone Issues	Pending
23	Wrong rate plan	ptruong	07/06/2008	07/05/2008	Rating Issues	Pending
22	Phone Det Tab is not working	kevindpham2	07/07/2008	07/04/2008	Application Issues	Processing
19	Testing Trouble	kevindpham2	07/02/2008	07/01/2008	Other	Solved
18	Phone Issues	FYORK	06/27/2008	06/27/2008	Phone Issues	Pending
17	Test call	steve1	06/03/2008	06/02/2008	Customer Complaint	Pending

Change page: 1 Prev 1 2 3 Next P Displaying page 1 of 3, items 1 to 10 of 26.

Users provide contact information and specifics of their trouble/service request. Once request is completed by pressing the "update" button a trouble report is dispatched to the Legacy team – instantly.



Legacy Inmate Communications
Response to BID Number 09-016 Inmate Phone Services

- 1.5 The Contractor shall maintain all inside cable related to the IPTS, whether re-used or newly installed.
 - 1.5.1 At the end of the contract period all cable including re-used or newly installed shall become the property of the County.
- 1.6 The Contractor shall provide a single point of contact for handling inmate and public complaints and inquiries.
 - 1.6.1 The single point shall provide a toll-free line for the County and public to inquire about billing, call blocks, etc.
- 1.7 The Contractor shall be responsible for providing maintenance and repair; at no cost to the County, of County owned inmate visiting phone systems.

Legacy Response: Upon award Legacy will dispatch its Project Management Team Lead, Eddie Arthurs, to each of the facilities to inspect the communications infrastructure including existing cables and wires. Should we believe any existing cabling to be subpar we will replace it upon installation. Legacy will take full responsibility for all cabling and wiring for the life of the Agreement. The Company understands that the County will maintain ownership of all cables and wires should Legacy be replaced as the supplier.

Legacy will maintain and repair the visitation phone system as needed for the life of the Agreement.

Legacy's 24-hour toll free number is 866-553-4832 for all questions in regard to billing, call blocks, etc.

**The County's single point of contact is:
Reol Ronces, National Account Manager
Rronces@golegacy.com
800-577-5534**

2. MAINTENANCE RESPONSE TIME

- 2.1 Contractor's maintenance personnel shall respond and resolve normal repair requests within four (4) hours from the time of notification and if necessary, be on-site within those 4 hours, Monday through Friday from the hours of 8:00a.m. to 5:00p.m. CT.
- 2.2 For Normal requests on weekends, (from 5:00p.m. Friday to 8:00a.m. CT. Monday) and County Holidays, the Contractor shall isolate and correct any problems within twelve (12) hours.
 - 2.2.1 In the event that maintenance personnel have responded and the problem cannot be solved within the 12 hour period, the Contractor must contact the Contract Administrator and his/her designee, and propose a plan to correct the problem.
 - 2.2.2 The proposed solution must meet with the satisfaction and agreement of the County.
- 2.3 A complete and currently updated list of contractor's/sub-contractor's managers, administrators, technicians, etc. must be provided to the County.



Legacy Inmate Communications
 Response to BID Number 09-016 Inmate Phone Services

- 2.3.1 This includes a complete and currently updated list of business, cellular and beeper numbers.
- 2.3.2 The Contractor’s management home and emergency phone numbers must also be furnished.
- 2.4 For this contract a “Response” shall be defined as an on-site visit by a qualified technician certified on the installed equipment, or the resolution of the problem.

Response Service Level	Escalation Plan - Contacts
Minor Category: A single phone non-operational in a housing unit or booking. <i>Replaced on site within 12-hours.</i>	Legacy’s 24-hour per day toll free customer service number – when after hours, weekends, or holidays. Working Hours – Lancaster County Jail Account Manager Reol Ronces 800-577-5534 E-Mail rronces@golegacy.com
Major Category: Two or more phones non-operational. <i>Replaced within four (4) hours.</i>	Eddie Arthurs, Voice Network Specialist (562) 572-2595 24 Hour Mobile E-Mail earthurs@golegacy.com Reol Ronces 800-577-5534
Emergency: System Down – 2 Hours on Site	Eddie Arthurs (562) 572-2595 Frank Flores Director of Network – 24 hour Mobile 562-244-8491 E-Mail fflores@golegacy.com Curtis A. Brown President – CEO 24 hour Mobile 562-572-7930 E-Mail cbrown@golegacy.com

Legacy Response: In order to maintain optimal performance from the furnished equipment and inmate telephones, Legacy intends to visit the Lancaster County facilities on a monthly basis to inspect all site equipment at the facility. Legacy has technicians within twenty (20) minutes of the facilities. Legacy offers to pay Lancaster County a \$1000.00 Liability payment for any occasion that the Response Service Level is not met.

The Company will keep inmate phone parts on the premises as well as with our local technicians in order to try to eliminate any chance that any one issue cannot be fixed without waiting for replacement parts.

3. CONTRACTOR RESPONSIBILITIES

- 3.1 Contractor is responsible for coordinating with LECs (Local Exchange Carriers); installation of all power lines and electrical hookups; installation of equipment; operation and maintenance of equipment; removal and all charges and fees associated with providing the IPTS.



Legacy Inmate Communications
Response to BID Number 09-016 Inmate Phone Services

- 3.1.1 This includes but is not limited to, all access lines, monthly line charges, message units, and all other communication costs.

Legacy Response: The Company will utilize direct point to point DS1's and DSL's for origination of call and data traffic from the three facilities. Legacy will coordinate the entire installation including any electrical needs that may be required. Where needed, the Company will work with the LEC at each location for provision of loops required for our DS1's.

- 3.2 All Costs associated with upgrading equipment to meet applicable state tariff, federal tariff and state utility commission requirements shall be paid by contractor.
- 3.3 Contractor shall pay all costs associated with upgrading and providing new equipment as new service technology is introduced in the industry.
- 3.4 Contractor shall be FCC registered and approved or exempt, and meet State Utility Commission's minimum requirements.
- 3.5 All changes in present or future telephone services must be coordinated with the County to ensure that there will not be a negative impact to the installation and that associated cable requirements will not be adversely affected.
- 3.5.1 All operational maintenance will be coordinated with the County but be provided by the Contractor.

Legacy Response: As displayed in answer to other requirements in this RFP the Inmate Phones are registered with the FCC (TR-TSY-000450). Should any modification be made in the future Legacy will cover all costs associated with modifying the existing Tariff.

The Company also is registered with both the Nebraska Public Utility Commission (No C-1606) and the FCC (214 Certification) to provide local, long distance, operator service from inmate and public use locations. Legacy has been in good standing with both Commissions' since our inception. Legacy will amend both Tariffs should any modifications to the current offering be made.

iCON was completely developed and is entirely operated by Legacy and its team members. The system is constantly being updated with the latest technology available. As the correctional environment changes so do its needs. The Company will provide updates to the system at no charge to the facility as they come available.

Any add, move, or change will first be coordinated with the County. The County shall maintain the right to deny any such modification for any purpose.

- 3.6 Contractor shall provide detailed information on how collections will be made in areas where local phone carriers will not sign billing agreements.



Legacy Response: The Company provides several ways to allow “collect” calling to areas where local providers will not sign billing agreements. We provided a detailed answer in Section 1 when discussing International Calling. For ease of navigation we have repeated some of that answer here:



Legacy has several effective methods to allow inmates, friends, and family to establish accounts when accepting “collect” calls are not an option. In today’s technology world, there are more cell phones than ground lines. A standard feature of the iCON system, prepaid services represent over 50% of the inmate telephone calling. Legacy has developed a prepaid program that is the best in the industry, enabling friends and family to stay connected to the inmate. In addition to traditional Collect calling, Legacy offers inmates three dynamic methods for connecting to their loved ones — prepaid Collect, Debit calling and Direct Billing. These options provide inmates and their loved ones with a variety of ways to fund inmate calling, and they can facilitate more calls by connecting to telephone numbers that are restricted from traditional collect calling, like cell phones.

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

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

While traditional collect calling has long been the only communication option for inmates and their loved ones, it is no longer sufficient in an era when an increasing portion of the American population relies solely on cellular phones for their communication needs. Traditional collect only allows inmates to call loved ones with unrestricted landlines, and collect calling can quickly become a financial burden for called parties who are able to accept the calls. As an alternative to traditional collect calling, Legacy is proud to offer three flexible and secure calling methods for today's inmates and their loved ones: debit, prepaid collect and direct bill.

Debit

Debit Cards can be sold in the Jail Commissary for purchase by any inmate allowing calling virtually to every domestic and international destination in the World. The facility is not required to offer Debit Cards as part of our prepaid programs. It is an option only. A secure Debit account can be created upon booking or from the commissary, and the inmate prepays for calls by purchasing time in bulk from the commissary. Family and friends can also fund an inmate's Debit calling by depositing



money into the inmate's account. An inmate can use Debit calling time to call any facility-approved telephone number he or she chooses. The cost of each call is automatically deducted from the inmate's Debit account. When the Debit service is integrated with the commissary, replenishing debit funds is as simple as filling out a commissary order form. The Debit Cards are provided to the facility by Legacy and are completely security friendly with construction paper utilized as its base. Debit Card PIN's are covered by a "scratch-off". Cardless debit accounts can also be established utilizing the Inmate PIN application.

Prepaid Collect

Legacy offers 24 hour, 7 days a week access to friends and family of inmates to our Customer Care Center to open Prepaid Collect accounts. Prepaid Accounts can also be easily opened, accessed, managed, and replenished via our website.



Legacy's customer care center is staffed with multilingual operators prepared to speak any language required to help family members establish accounts. The Website too offers English and Spanish options for viewing. Detailed information is given on why a Prepaid Account may need to be established, answers to frequently asked questions, and exact rate and establishment fee information is given.

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



set-up 24 hours a day, 365 days a year by calling Legacy's customer service number (toll free), or by visiting Legacy's websites (www.golegacy.com or www.legacyinmate.com). Friends and Family can replenish existing accounts at anytime. The Automated Operator will inform the accepting party the amount of funds remaining in the account upon acceptance of each call. Friends and Family may also check account balances on line or by calling our 24 hour customer care center. Legacy will supply Prepaid Collect Brochures (pictured two previous pages) to the facility to pass to interested parties. Legacy will also post on all family and inmate bulletin boards how a Prepaid Collect accounts can be set-up. Additionally Legacy will post a the customer care toll free number on the inmate phones themselves to share with family members that may need to call to establish an account. The Inmates will not have access to dial the toll free number from the inmate phones.

Finally, Legacy validates each and every call made from the Lancaster facilities – any call where validation shows that a “collect” call cannot be made to the destination – the Automated Operator will still contact that number and notify the end user on how to set up a prepaid collect account should they want to accept calls from the inmate in the future. Real time!

Legacy accepts all forms of payment – Credit Card, PayPal, Money Gram, Western Union, Cashier's Check or Money Order.

Legacy's Direct Billing Program

In addition to traditional collect and pre-paid collect, Legacy offers a direct billing program. Should any destination number be assigned a “collect call block” – removal of the block would be instantaneous from the time that Legacy is notified by the authorized party to remove the “collect call block”. Legacy's Friends and Family program is specifically designed to provide a pro-active approach to removing cumbersome “collect call blocks” for friends and family of incarcerated loved ones. During the validation process Legacy will allow that call to be extended to the destination party for acceptance. Should the call be denied at the destination number no further calls will be allowed to that destination number unless informed by the called party of their wish to remove the block reported in the Line Information Database (LIDB). In all cases whether the call is accepted or not at the destination number; **a Legacy representative will proactively call the friend or family member** and inform them of their registered block within the LIDB. At that time the family member will be given several options which will include setting up an advance payment account and/or given information on how to remove the “collect call block” from their home phone or through their Local Exchange Company. Legacy can make immediate adjustments upon notification on any individual number to allow the removal of LIDB based blocks.



4. VOLUNTARY ADDITIONAL SERVICES

Describe in detail any additional services, equipment, or options that are included as part of your proposal.

- 4.1 Any additional services or equipment offered will be included in the evaluation process and included in the final contract for services with the Successful Proposer.
- 4.2 An example of value added service and equipment would be an automated telephone system that repeatedly notifies defendants of pending court appearances, times and dates.
- 4.3 While the primary commission is an important component of the offer, these value added incentives that may provide non-financial resources to the department are encouraged and are equally important to the County.

Legacy Response: The Company would like to provide the requested Inmate Court Date Notification System requested by Lancaster County. Our IT/IS Department will work with Lancaster's IS tem to facilitate an interface between the JMS system and iCON. Such an interface is normally done with the JMS outputting file information to a supplied FTP Server. Legacy would then retrieve the file information to apply the application. Legacy believes that a Court Date Notification System can be set-up within sixty (60) days of installation. The inmate would enter his PIN and/or Inmate ID from any inmate phone – the iCON automated operator will play an option to hear any pending Court Information.

Additionally, there are four (4) value added services that we would like to communicate to Lancaster County:

Cardless Debit

It is clear that a portion of calling from the Lancaster County Facilities comes from the selling of Pre Paid Debit Cards at the facility. \$5, 10, and \$20 Cards are currently in use. **The facility could option to receive the amount purchased from the inmate and retain the difference from the Wholesale and Retail amounts. Legacy Debit Cards can be utilized to call any destination in the World. If the facility Commissary is operated by a Vendor Legacy will discount the cards by 15% for the Vendor, then provide the County will their contracted (62%) commission on Legacy Debit Card revenues.** The iCON system also allows for the facility to offer **cardless debit services.** Instead of selling debit cards that can be stolen by other inmates, lost, or damaged – these same accounts can be setup via utilization of the Inmate PIN. Inmates can pre-pay for their calling at the facility commissary and have those funds applied to their assigned PIN number. No need for a card. Using the Cardless Debit service inmates can deposit any dollar denomination they want. **Lancaster County will retain 62% of all cardless prepaid revenue.**



Facility Users Phone Setup Call Control **Prepaid** Inmate Reports Call Monitor

Prepaid - Create Account

Inmate ID:	1001
Active Date:	8/1/2008
End Date:	10/1/2008
Balance:	125.00
Reserved Balance:	25.00
Payment Type:	Third Party
Status:	Active
Note:	

Insert Reset

Cardless pre-paid Debit accounts can be accessed in iCON. Legacy will provide access from each facilities commissary or any other designated area required. Inmates can apply revenue to their calling accounts needed. Inmates would utilize their PIN number (if PIN is utilized at the facility) or their “booking ID” or any other Number ID assigned by the facility when placing their calls.

International Collect Calling (Mexico)



Over the past decade, many correctional facilities nationwide have seen a dramatic increase in Spanish speaking inmates, especially in Southern California. This increase involves a fair percentage of inmates that have friends or family residing in Mexico. The Legacy iCON platform provides collect and pre-paid collect call service to Mexico giving inmates the ability to place collect calls to most destinations within that country. Legacy also offers services to allow inmate collect calling to Canada, the United Kingdom, Japan, and Germany. Calling these countries “collect” requires no pre-paid services whatsoever – *and the facility will receive 62% of all call revenue. Legacy believes Lancaster County is only receiving pre-paid revenues for calls to these countries at this time. It is our belief that by providing direct collect call service without the need of pre-paid revenues that calls will increase substantially to Mexico thus increasing revenues for the facility as well as allowing inmates that wish to call their families in these countries easier access.*

Our inmate telephone system has the ability to speak any language your facility may desire. Additional or multiple languages can easily be configured to provide endless possibilities. For concerned family members needing assistance, multi-lingual customer service representatives are also available 24-hours a day to answer questions on billing and set-up pre-paid collect services. Through pre-paid services (Debit Card, Cardless Debit, Pre Paid Collect) all other countries not mentioned here can be contacted.

iCON’s Watch Word Plus / Watch Lists

iCON, while working in concert with Dragon Mining Software, allows facility investigators to add “keywords” in to a Watch List category. By doing so iCON will



search for the “keywords” in all call recordings. If that word is found, the call recordings are placed in that Watch List and the investigators are notified by E-Mail, Cellular Telephone, or telephone number. Investigators may wish to utilize words such as “cocaine”, “kill”, “drugs”, “sneak-in”, “hide”, or even another inmates name in the Watch Word dictionary. There is no pre-set limit on the amount of words that can be utilized. Perfection in transcribing voice to written word cannot be met – *by anyone*. However iCON is in use in facilities throughout the nation and we find the success rate to be very good.

Setting up Watch Word lists is easy and problem free. Utilizing the Watch List feature of iCON a new list can be added within seconds. Modifications can be made by investigators or by Legacy representatives.

Call Monitor - Watch List

Watch List(s):

Watch List	Created On
High Risk Suspects	09/17/2008

Watch List Name: High Risk Suspects [Update] [Cancel]

Details:

Watch By	Location	Source Number	Destination Number	PIN	Input Device	Watch Effect	Watch Time
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Monitor by: Destination Number

Destination Number: 7148200047

Alert Me?

Hour: 0 Days: 0 Weeks: 0 Months: 0

Emails (semicolon separated list, eg. email1@comp1.com;email2@comp2.com):
jsmith@usac.gov

Cell Phone No. (Alert via sending text message to cell phones):
5624999912 [ADD] [REMOVE]

Cellular Carrier: 1-Mobile

ADD alert cell phones by entering the call number and selecting the appropriate provider from the drop down.
REMOVE alert cell phones by highlighting them and clicking on the Remove button.

[Insert] [Cancel]

No records to display.

Investigators can set up Watch Lists by “keywords” spoke by inmates or their called parties, by originating number, originating part of the jail, called numbers, inmate PIN, or date/time. Investigators can be notified immediately by E-Mail or Cellular Phone when a call has been made that qualified for their Watch List *including calls in progress*.



SECTION V
INMATE PHONE SYSTEM
INSTALLATION AND IMPLEMENTATION REQUIREMENTS

1. GENERAL INFORMATION

- 1.1 The Contractor is responsible for installation, replacement and repair costs of all equipment due to any reason including, but not limited to: vandalism, normal wear and tear, and new installation requests, etc.
 - 1.1.1 The Contractor shall identify the location of the nearest permanently assigned service technician responsible for both inmate phone system and inmate visitation phone repairs.
 - 1.1.2 The Contractor shall explain how repair calls are routed and tracked and the maximum response time involved in each repair/service
- 1.2 The Contractor shall obtain permission in writing from the county before proceeding with any work that requires cutting into or through walls, girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fire proofing or moisture proofing, or potentially cause any structural damage.
- 1.3 The Contractor shall assume responsibility for the installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 1.4 The Contractor shall agree that in the event of a problem or question of continuity arising during installation of the proposed system, provisions shall be made by the Contractor for joint testing of the system by the Contractor and the County.

Legacy Response: Legacy is supplying service to over 600 correctional type facilities in the United States. Our installation teams are experienced in working in almost every structure environment imaginable. The Company agrees that it will seek permission in writing from the County should and structural changes need to be made that may impair any of the items listed in 1.2. However, the Company believes there will be no need to seek such permission for this installation. Legacy assumes full responsibility for all facets of the installation of the inmate phone system, inmate telephones, and upkeep and maintenance of the visitation phones including all specifications laid out by the County in 1.1, 1.2, 1.3, and 1.4. Legacy has responded to the County's service level requests in Section IV as well as providing information of the nearest technician to the facilities. The Company is restating those answers here:

In order to maintain optimal performance from the furnished equipment and inmate telephones, Legacy intends to visit the Lancaster County facilities on a monthly basis to inspect all site equipment at the facility. Legacy has technicians within twenty (20) minutes of the facilities. Legacy offers to pay Lancaster County a \$1000.00 Liability payment for any occasion that the Response Service Level is not met.

**Legacy's local technicians (Americom) will be dispatched from:
307 P Street
Lincoln, NE 68508**



Response Service Level	Escalation Plan - Contacts
<p>Minor Category:</p> <p>A single phone non-operational in a housing unit or booking. <i>Replaced on site within 12-hours.</i></p>	<p>Legacy’s 24-hour per day toll free customer service number – when after hours, weekends, or holidays.</p> <p>Working Hours – Lancaster County Jail Account Manager Reol Ronces 800-577-5534 E-Mail rronces@golegacy.com</p>
<p>Major Category:</p> <p>Two or more phones non-operational. <i>Replaced within four (4) hours.</i></p>	<p>Eddie Arthurs, Voice Network Specialist (562) 572-2595 24 Hour Mobile E-Mail earthurs@golegacy.com</p> <p>Reol Ronces 800-577-5534</p>
<p>Emergency: System Down – 2 Hours on Site</p>	<p>Eddie Arthurs (562) 572-2595 Frank Flores Director of Network – 24 hour Mobile 562-244-8491 E-Mail fflores@golegacy.com Curtis A. Brown President – CEO 24 hour Mobile 562-572-7930 E-Mail cbrown@golegacy.com</p>

- 1.5 The Contractor shall install additional telephones as required by the County.
 - 1.5.1 This shall include expansion to existing and new facilities under construction or to be constructed during the life of the contract.
 - 1.5.2 Any additional telephones installed shall be at no cost to the County.
- 1.6 Installation of all telephone and related equipment shall be accomplished by the Contractor or his/her subcontractors during normal business hours at each facility or as directed by the Contract Administrator.
- 1.7 The Contractor shall coordinate with the current IPTS Contractor (if appropriate) and with the Contract Administrator prior to the effective date of the contract to assure little or no interruption of the telephone service.
 - 1.7.1 The Contractor shall provide the Contract Administrator with a daily work schedule and plan of work for removal of instruments and housings and the amount of time estimated to perform the task.

Legacy Response: The Company will add and install additional telephones as needed including any new, added facilities in the future for the life of the contract period. There will be no additional cost to the County for added inmate or visitation telephones. Our twelve (12) years of doing business in the correctional environment has taught us that the installation process *must first and foremost take in to consideration the schedule*



of the facility. Legacy’s installation team will perform the installation during any hours designated by the County without exception. The Company understands that correctional facilities like those serviced in Lancaster County depend on set schedules for the inmates ensuring safety of the staff and inmates alike.

As discussed in our answers to Section 5 “Implementation Plan” Legacy will work with the Contract Administrator on a daily basis to set schedules as needed. Additionally Legacy operates a system database for each Project Installation that can be accessed by the County to view up to the minute actions being performed.

2. IMPLEMENTATION PLAN

- 2.1 The Contractor shall provide and installation team that includes a Project Manager who will be available during all phases of the installation and will be responsible for inspecting all areas before work starts and reporting any pre-existing conditions or damage to the County Contract Administrator.
- 2.2 All members of the installation team (including subcontractors) must have security clearance by Lancaster County Correctional Department prior to entering the facilities.
 - 2.2.1 Clearance will normally will take approximately three (3) days to complete, and consists of the following:
 - 2.2.1.1 Arrest Warrant search to detect any outstanding warrants or recent violent or drug-related crimes or history of such.
 - 2.2.1.2 Contractor shall furnish name, race, sex, date of birth, social security number and recent address of all proposed employees who will require admittance to the County facilities.

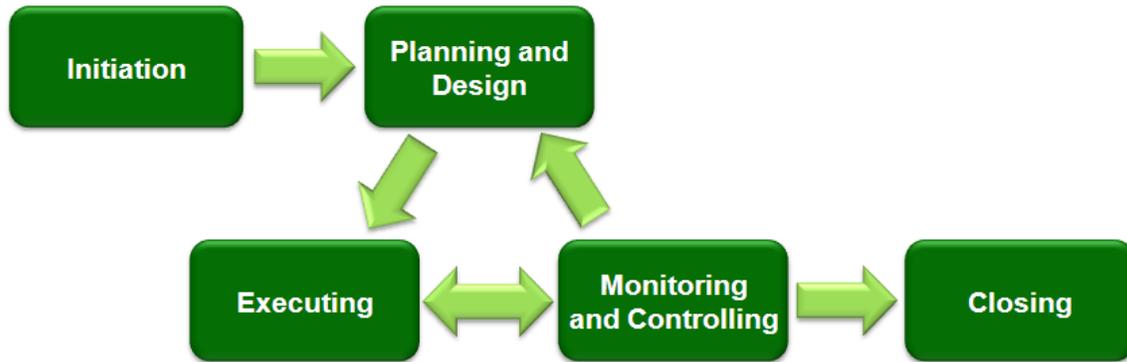
Legacy Response: Legacy agrees to submit each of its installation team members to a security clearance by the Lancaster County Correctional Department. We have read and understand what the County will be looking for.

The Company has appointed Edward Arthurs as the Project Team Lead (Project Manager) for the Lancaster County assignment.

“The difference between failure and success is the difference between doing something almost right and doing something right.”

Benjamin Franklin

Legacy has utilized the Project Management Institute (PMI) as a basis of forming our methods since our inception in 1996. The premise of PMI is that the tools and techniques of project management are common even among widespread application of projects. Our team is well versed in the PMBOK Guide, which contains standards and guidelines of practice that are widely used by Project Managers throughout the World.



Traditional triple constraints; scope, cost, and schedule are applied to each project we undertake. The Lancaster County project has been set with a thirty-day post award schedule, pre-determined equipment and infrastructure guidelines, with a scope that focuses on the delivery of the inmate communications management system – iCON and the deployment of the required inmate phones and infrastructure at all three (3) Lancaster facilities. The project team believes its objectives can be attained in the required set of parameters laid out in our installation plan.

- **Project Reporting**

Legacy utilizes an internal Microsoft Access Database where all project management information is shared and view by the project team. The database is the key location for all involved personnel to view the progress of the team members in relation to the project schedule. The database is accessed via VPN technology off-site. Access will also be given to the Lancaster County Contract Administrator for up-to-date tracking of the installation process.

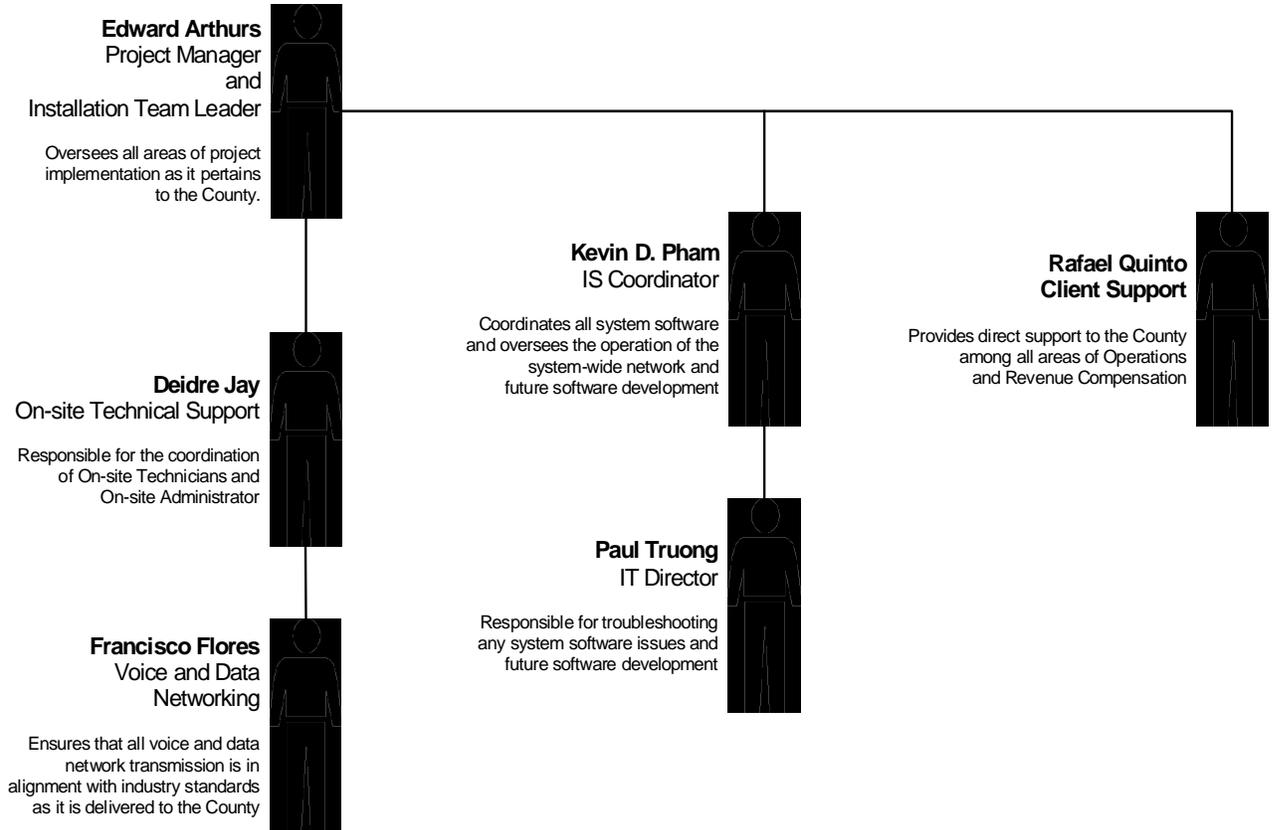
Project Leads will have daily teleconferences to review each stage of the project schedule and implementation plan.

The Company can add any facility personnel to its project reporting flow. Legacy has appointed Edward Arthurs as the liaison between our project management team and the facility. Edward is Legacy’s resident Voice and Data Network Specialist.

Edward leads a team of professionals that are all directly employed by Legacy. Each team member has worked for the Company for over five years. This team has recently come off an installation at Hampton Roads Regional Prison in Portsmouth Virginia, ADP 1,250.



Excellence delivered through teamwork



2.3 The Contractor shall provide an implementation plan to the Contract Administrator within ten (10) days after award of the contract.

2.3.1 The Contractor, after approval of the implementation plan, shall complete the installation within thirty (30) days of notification to proceed.

2.3.2 The implementation plan shall include a complete schedule of events in narrative and critical path/chart form.

2.3.3 This schedule shall include, but is not limited to, all of the following;

- 1) Delivery of equipment to the site
- 2) Site preparation
- 3) Site inspection
- 4) Cabling installation
- 5) Equipment installation
- 6) Software installation
- 7) System testing
- 8) Training
- 9) Cutover
- 10) Acceptance of testing



11) System on-line for customer use and system acceptance.

Legacy Response: The Company has already developed a thirty-day installation plan utilizing the information in the RFP, contact information, and available site information. This project plan may be modified after contract award and a complete site survey of all three facilities.

Legacy has applied a *critical chain* application to our triple constraints for the Lancaster County project. The Company will install and maintain an FTP Server that all three facilities will attach to. **This Server will be needed to supply Lancaster County the Inmate Notification System of Court Date Information.** While the system may not be in place in the first 30 days (Legacy's team will need to work with the Contract Administrator on how the Court Date information will be received), Legacy will apply the application as part of service.

Lancaster County Project/Installation Schedule			
Activity	Start Date	Completion Date	Duration
30 DAY TURNKEY IMPLEMENTATION PLAN	01/28/09	3/01/09	30 days
Pre-Implementation/Site Survey Preparation	01/28/09	02/28/09	4 hrs
Schedule site survey and confirm customer times	02/01/09	02/01/09	4 hrs
Provision T1 (Data and Voice) inquire estimated FOC date – 2 Data/Voice DS1's for IDF, 1 Data/Voice DS1 – 1 720 DSL for LCF, 1 Vice/Data DS1 YSC	02/02/09	02/02/09	1 day
Project Team leaves for installation location	02/03/09	02/03/09	1 day
Conduct Site Survey	02/04/09	02/04/09	1 day
Verify number of phones, workstations, hardware required	02/04/09	02/04/09	-
Determine any special cabling/networking requirements	02/04/09	02/04/09	-
Verify instruction & language requirements	02/04/09	02/04/09	-
FTP Interface – JMS Interface Needed (PIN Usage?) – Requested Lancaster Inmate Court Data notification IVR System	02/04/09	02/04/09	-
Verify trunk/station requirements & layout	02/04/09	02/04/09	-
Verify traffic breakdown local vs. LD 1	02/04/09	02/04/09	-
Finalize Site Walk-through	02/04/09	02/04/09	-
Legacy IT/Network team meeting	02/06/09	02/06/09	4 hrs



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Project Manager returns from installation site	02/05/09	02/05/09	
Project plan distributed to installation team	02/06/09	02/06/09	1 hr
Implementation status and update meeting	02/08/09	02/08/09	2 hrs
Forward CPE configuration to IT	02/08/09	02/08/09	1 hr
Incumbent contact and schedule of equipment removal	02/10/09	02/10/09	2 hrs
CPE preparation build, burn-in and test	02/10/09	02/25/09	15 days
Validation process preparation and ready for testing	02/10/09	02/25/09	15 days
Equipment ordering phones, UPS, PC's, TDD	02/10/09	02/15/09	5 days
T1/CO/Data Circuit assignment, execution, and completion	02/01/09	02/21/09	20 days
Order workstations/printers/servers/router	02/10/08	02/17/09	7 days
Ongoing communication with incumbent equipment removal	02/01/09	02/28/09	28 days
Prepaid cards: creating – printing	02/27/09	02/27/09	1 day
Facility commission preparation	02/27/09	02/27/09	1 day
Update CPE delivery and other services needed for installation	02/20/09	02/23/09	3 days
Open date to close any open activities			
Alert and schedule installation team for installation on-site	02/20/09	02/20/09	2 hrs
Notify and schedule installation with CUSTOMERS on-site	02/20/09	02/20/09	2 hrs
Schedule removal of existing equipment	02/20/09	02/20/09	2 hrs
Inmate notification poster design, print, and posting	02/20/09	02/20/09	1 day
Legacy installation team leaves for Lancaster County installation sites	02/23/09	02/23/09	1 day
IMPLEMENTATION TIMELINE BEGINS	02/23/09	03/01/09	6 days
Confirm delivery of equipment, services	02/23/09	02/23/09	1 hrs
Installation of Inmate Telephones IDF – Cabling (as needed)	02/23/09	02/25/09	2 days
Installation of Inmate Telephones LCF – Cabling (as needed)	02/25/09	02/26/09	1 day
Installation of Inmate Telephones Youth Services – Cabling (cabling as needed)	02/26/09	02/26/09	1 day
Verify all circuits are in place	02/24/09	02/26/09	2 days
On-site to Install Routers/ATAs and Test WANs	02/23/09	02/27/09	4 days



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Troubleshoot Phones and Cross-connects	02/26/09	02/28/09	2 days
Test Telephone Lines	02/26/09	02/28/09	2 days
Test all phones for Voice Prompts and Map stations	02/26/09	02/28/09	2 days
Cut-over iCON	03/01/09	03/01/09	1 day
Test Workstations	03/01/09	03/01/09	1 day
Network Connectivity	03/01/09	03/01/09	1 day
Access Reports	03/01/09	03/01/09	1 day
Open date to close any open activities	03/01/09	03/01/09	1 day
Final Clean-up of work area	03/01/09	03/10/09	1 day
POST INSTALLATION PROCEDURES, TRAINING, SIGN-OFF	03/02/09	03/04/09	2 days
Distribute escalation procedures	03/01/09	03/01/09	-
Forward Tech contact info	03/01/09	03/01/09	-
Forward Facilities contact info	03/01/09	03/01/09	-
Confirm rates internally and on iCON	03/01/09	03/01/09	-
Notify Billing and Fraud	03/01/09	03/01/09	-
Distribute Training Material	03/01/09	03/01/09	-
Train Facility personnel on system	03/02/09	03/04/09	1 to 2 Days
Investigations	03/02/09	03/02/09	-
Administration	03/02/09	03/02/09	-
Open time to close any open activities	03/02/09	03/02/09	-
Facility Inspection, System Acceptance and Signoff by Facility	03/04/09	03/04/09	-
Installation team returns to HQ	03/04/09	03/04/09	-
Report to Project Manager on installation	03/04/09	03/04/09	-

3. INSTALLATION AND CABLING REQUIREMENTS

- 3.1 The Successful Contractor shall obtain written permission from the County before proceeding with any work that requires altering its physical plant.
 - 3.1.1 This shall include, but not limited to: cutting, drilling, or modifying the facility in any manner.
- 3.2 Lancaster County owns the existing cabling to the current telephone system.
 - 3.2.1 The Successful Contractor may utilize this cabling if compatible with their telephone system.
 - 3.2.2 If additional cabling is required in the installation process, Contractor shall pay all costs, including labor to install and purchase of the new cable.



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- 3.2.3 All cable shall be marked clearly and legibly at both ends, including defective pairs and must meet all current standards.
- 3.2.4 At NO ADDITIONAL COST TO THE COUNTY all phone system wiring distribution shall become the property of Lancaster County at the conclusion of the contract arrangement.
- 3.2.5 A written statement from the contractor shall be provided, confirming all circuits have been properly tested and all cables, pairs, blocks, terminals, etc. have been legibly marked.
- 3.3 The Contractor must coordinate with the local telephone company for the installation of telephone lines to the telephone units provided.
 - 3.3.1 All expenses involved with the installation, monthly usage and maintenance of the contractor-installed telephone lines shall be borne solely by the Contractor.
 - 3.3.2 Use of existing lines may be reused (and is encouraged), as long as the Contractor transfers the account responsibility to their firm.

Legacy Response: Legacy will contact the facilities current provider to purchase the existing phones as indicated by the County. However, Legacy will Project Plan to replace the phones if need be.

Legacy will only propose to replace cabling should it find defects in the existing cabling. The inmate telephones can utilize existing CAT 3, 4, or 5 cabling. Should the installation team believe new cabling, pairs, blocks, or terminals are needed in any of the three facilities the company will provide a written statement as requested and will ensure proper labeling.

Legacy is a certified interexchange carrier and will be providing dedicated circuits at all three facilities. Where needed, the Company will work with and take full responsibility for coordination with the local telephone company. All costs associated with providing the circuits will be solely the responsibility of the Company.

4. CLEAN UP AND REMOVAL OF DEBRIS

- 4.1 The Contractor shall clean up and remove all debris and packaging material resulting from his/her work as required by the County
 - 4.1.1 Upon completion of the installation, the premises shall be left in order and ready for immediate use.
- 4.2 The Contractor shall restore to original condition any damage to County property caused by maintenance or installation personnel including but not limited to walls, ceiling and floors.

Legacy Response: Agreed. Legacy professional installation team will be sure all work areas are clean and free of debris prior to leaving each facility.



SECTION VI
INMATE PHONE SYSTEM
BILLING AND COMMISSION PAYMENT REQUIREMENTS

1. BILLING AND COMMISSION GENERAL REQUIREMENTS

- 1.1 The Contractor shall maintain an accurate verifiable recording and tracking system, acceptable to the County for substantiating commission payments.
- 1.2 Contractor shall pay monthly commissions on all completed local and long distance calls.
 - 1.2.1 The contractor shall pay the County a monthly commission based on billed revenues from the previous month.
 - 1.2.2 Commission check shall be accompanied by a monthly statement indicating monthly billed revenues for the period and a statistical analysis of all calls made.
 - 1.2.3 Contractor shall assume full financial responsibility for all fraudulent and uncollectible billing should occur, without penalty to the County.
- 1.3 Failure of the Contractor to pay the required monthly commission in full shall be cause for immediate termination of the contract by the County and forfeiture of the Performance Payment Bond.
- 1.4 The Commission percentage and the Guaranteed Annual Minimum Commission (GAMC) shall be firm and fixed for the duration of the contact period and any extensions thereof.
 - 1.4.1 Lancaster County shall not pay nor be liable for any costs.

Legacy Response: Gross billable revenue is calculated as the sum of minutes and charges. Total Commissionable Revenue shall be calculated as the Gross Billable Revenue multiplied by the offered Commission percentage (62%). Commission due Lancaster County shall be calculated as the product of the total Commissionable revenue multiplied by the applicable commission percentage. Legacy has guaranteed an annual commission of \$170,000. Commission checks will be mailed fifteen days from the end of each month and will be accompanied by a detailed statement.

Legacy will supply a \$60,000 Performance and Payment Bond as required by the County. The Company understands that failure to make payment will result in forfeiture of the Bond.

2. DEFINITION OF COMMUNICATION TERMS

- 2.1 The following terms are to apply to this solicitation:
 - 2.1.1 LATA (local access transport area) – A geographic area within which a local exchange carrier (LEC) may provide service.
 - 2.1.2 Local Exchange Carrier (LEC) – Firms tariffed by the state to offer LEC services.
 - 2.1.3 Intra LATA – Within the boundaries of an FCC established LATA.
 - 2.1.4 Inter LATA – Crossing over the boundaries of an FCC established LATA.
 - 2.1.5 Local calls – Non toll calls made within the LATA.
 - 2.1.6 Toll calls – Non local calls made within the LATA
 - 2.1.7 Long distance calls – Calls made between LATA's



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- 2.1.8 Collect Calls – Not paid by coin or credit cards; only by collect billing to the recipient of the call
- 2.1.9 Debi Calls – Prepaid by inmate funds.

Legacy Response: Understood.

3. COST-PER-CALL REQUIREMENTS

- 3.1 The charges for the calls made on the system proposed shall be consistent with all PUC and FCC tariffs for local, toll and long distance calling.
 - 3.1.1 Contractors will be required to follow time-of-day discounts applicable to state PUC and FCC Tariffs.
 - 3.1.2 If a contractor, whose phone lacks a time of day clock, chooses to charge night/weekend rates on 24 hour basis that is acceptable to the County.
 - 3.1.2.1 The alternative of charging day rates during the evening and night/weekend periods is not acceptable.
- 3.2 Billing charges shall begin at the time of the call completion when the called party is connected to the billing party and shall be terminated when either party hangs up.
- 3.3 Rates charged shall not exceed the FCC and any State regulation’s for fully automated or inmate tariffed rates.
- 3.4 Rates charged for a local or intra-LATA all shall not exceed the current rate charged by the local operating telephone company for a fully automated or inmate tariffed call.
- 3.5 The rate charged for an interlata-intrastate and interlata-interstate calls shall not exceed the current rate tariffed by the FCC or the State of Nebraska for a fully automated or inmate tariffed call.

Legacy Response: Legacy is a certified interexchange and operator service provider in the State of Nebraska. The Company has been providing these services in the state since 1997. Throughout this time the Company has provided service to thousands of public use telephones. Legacy has been in good standing with the Nebraska Public Utility Commission (NPUC) for all eleven years. The Company has never charged a rate above permitted state cap levels.

Legacy also understands that communication between inmates and their family/friends is an absolute necessity. Family members should not be subject to unfair or unreasonable rates. We believe our proposed rate structure allows family and friends to communicate with their incarcerated loved-ones at a reasonable and fair cost while also allowing the Lancaster facilities to realize a significant commission revenue stream. Legacy has been billing operator service calls, on its own behalf, for over twelve (12) years. Billing is not contracted out. Legacy is one of the very few full-service telecommunication providers that have agreements in place to bill calls to virtually every destination point in the nation. All accepted “collect” calls are billed through the accepting party’s local telephone company as part of their monthly local telephone bill. Each call processed by Legacy is clearly identified within their local invoice. The originating number, call duration, and call charge are all posted. Legacy



also provides a customer service toll-free number for the billed party to call should they have inquiries regarding their bill. All customer concerns are handled by Legacy’s very own Billing Customer Service Department. Each representative has immediate access to each and every call billed by Legacy.

All call attempts are first validated through the national Line Information Database (LIDB) as required by the Nebraska Public Utility Commission (NPUC) as well as the Federal Communications Commission (FCC). Legacy has the ability to determine if the destined number has a “collect call block” in place or other restriction of billing. In these cases Legacy’s automated operator will still contact the destination number and notify them that an inmate from the Lancaster County Jail is trying to reach them and notify them on how to set up a Prepaid Account by calling Legacy’s 24 hour Customer Service Department or by visiting our website.

Billing is sent to each local exchange within 24-hours of the call processing insuring quick and efficient responses.



	Connect	Per Minute Day Weekends	Per Minute Night/Evening	Commission Rate
Local – IDF/LCF	\$ 2.95 (Flat Rate)	n/a	\$2.75 (Flat Rate)	62%
Local – YSC	\$ 2.00 (Flat Rate)	n/a	\$1.85 (Flat Rate)	62%
Intrastate – Interlata - Intralata	\$ 3.95	\$ 0.19	\$ 0.14	62%
InterState	\$ 4.50	\$ 0.69	\$ 0.34	62%
Canada	\$ 4.99	\$ 0.69	\$ 0.34	62%
Caribbean – PR	\$ 4.99	\$ 0.69	\$ 0.34	62%
Mexico	\$ 4.99	\$ 0.69	\$ 0.34	62%
Prepaid Collect Services				
Local – IDF/LCF	\$ 2.95 (Flat Rate)	n/a	\$ 2.75 (Flat Rate)	62%
Local - YSC	\$ 2.00 (Flat Rate)	n/a	\$ 1.85 (Flat Rate)	62%
Intrastate – Intralata/Interlata	\$ 3.95	\$ 0.19	\$ 0.14	62%



InterState	\$ 4.50	\$ 0.69	\$ 0.34	63%
Canada	\$ 4.99	\$ 0.69	\$ 0.34	63%
Caribbean – PR	\$ 4.99	\$ 0.69	\$ 0.34	63%
Mexico	\$ 4.99	\$ 0.69	\$ 0.34	63%

4. COMMISSION PAYMENT AMOUNT

- 4.1 Contractor shall Guarantee and Annual Minimum Commission (GAMC) dollar amount which shall be clearly stated in his/her submitted proposal.
 - 4.1.1 For the purpose of calculation the time period used shall include the twelve (12) consecutive months immediately following the date the contract is ratified by the County Board of Commissioners, and the amount of commission paid shall be the sum of all monthly commission amounts earned and due to the County during this time period whether or not contractor has actually completed the payment to the county.

Legacy Response: Legacy has offered a GAMC amount of \$170,000. At the end of each 12-month period the Company will provide a detailed true-up analysis of the monthly commission (62%) for the twelve month period. The Company was unable to receive previous call detail from Lancaster County as of our submission. We were notified that the County had received just over \$45,000 from their current provider over the previous six-month period (RFP Addendum 1). The Company has reason to believe that the annual commission may exceed the \$170,000 guarantee based on analysis of the rate offered and standard call analysis from our base of 600 correctional facilities nationwide. Legacy further believes its advance pre-paid collect program, direct billing, and ability to allow collect calls too many international destination points will bring new revenues to Lancaster County.

- 4.2 Commission rates shall be on GROSS REVENUES.
 - 4.2.1 GROSS REVENUES: Shall be defined as the total revenue earned from total billable minutes without any allowance or deduction for operational costs, fraud, line charges, validation charges, equipment charges, other collectable or uncollected or uncollectable charges, billings and collection or other fees, expenses, or payments to suppliers.
- 4.3 Commission payments on gross revenues for the calendar month shall be paid by the 30th calendar day of the following month.
 - 4.3.1 Twenty-five dollars (\$25.00) per day/per location will be assessed by the County for each day past the 30th of the month that the payment has not been received by the County.
 - 4.3.2 The Contractor shall add any fees assessed to the next month’s commission payment and indicate such on the payment when submitted

Legacy Response: Gross billable revenue is calculated as the sum of minutes and charges. Total Commissionable Revenue shall be calculated as the Gross Billable Revenue multiplied by the offered Commission percentage (62%). Commission due Lancaster County shall be calculated as the product of the total Commissionable



revenue multiplied by the applicable commission percentage. There will be no deductions from gross billable revenue. **The Company will pay commission 15 days from the end of each commissionable month.** Legacy agrees to pay a \$25 payment penalty for each day past the 30th of each month. ***Legacy has also offered a \$20,000 Bonus to be paid within thirty (30) days from the date services are established.***

- 4.4 Should the sum of the monthly commission payments for the twelve (12) month period be calculated as less than the GAMC herein quoted by the Contractor, the Contractor shall pay the County an amount equal to the difference between the amount actually earned by the County and the amount of the GAMC as stated in the received proposal.
- 4.4.1 If commission is due the County at the end of the anniversary date the owed amount shall be payable within sixty (60) days immediately following the last day of the annual term of the time period.
- 4.4.2 Such payment shall be clearly identified as "GUARANTEED ANNUAL MINIMUM COMMISSION PAYMENT" and shall be paid to:
- | | | |
|-----------------------------------|--------|-----------------------|
| County Corrections Department | AND/OR | Youth Services Center |
| Attn: Business Manager | | Attn: Melissa Hood |
| 605 South 10 th Street | | 1200 Radcliff St. |
| Lincoln, NE 68508 | | Lincoln, NE 68521 |
- 4.4.3 Twenty-five dollars (\$25.00) per day/per location will be assessed by County for each day past the due date that the payment has not been received at the above listed addresses.
- 4.4.4 Any penalty payment assessed shall be added to the next month's commission payment as indicated as such on the submitted commission payment.
- 4.5 The County shall have the right to access and inspect the telephone instruments and the right to access and inspect gross revenues generated on the telephones, on an unannounced basis, for the purpose of sales verification.
- 4.5.1 Such access and inspection shall be made in the presence of the Contractor's representative.

Legacy Response: Legacy will provide a detailed GAMC true-up commission report at the end of each twelve-month period, a payment if due will accompany the report.

The Company agrees to the penalty terms described in 4.4.3.

Legacy encourages the County to utilize the numerous Call Detail reports available on iCON to audit all commission payments. Legacy will provide access for County auditors to all telephone information available – at all times.



**SECTION VII
INMATE PHONE SYSTEM
PROPOSAL REQUIREMENTS**

1. WRITTEN AND ELECTRONIC PROPOSAL REQUIREMENTS

- 1.1 Contractor shall provide a written proposal including the following issues:
 - 1.1.1 A list of no less than five (5) current references for installations at other institutions, including the contact person name, address and phone number.
 - 1.1.1.1 A further clarification of the list shall indicate all installations in the U. S. at this time and the duration of any contract agreements.
 - 1.1.1.2 A further clarification of a list of any accounts that were lost in the past three (3) years, indicating the reason of the loss of the account (i.e., loss due to competitive proposal, non-performance of a contract arrangement, change in service requirements, etc.)

Legacy Response: The Company has provided five (5) references as requested by Lancaster County.

REFERENCE ONE

Government/Company Name: Hampton Roads Regional Prison
 Address: 2690 Elmhurst Lane, Portsmouth VA 23701
 Contact Person and Title: Captain Chris Smith
 Phone: 757-488-7500 FAX: 757-488-2200
 Contract Period: 3 years Scope of Work: IPS Provider ADP: 1,250
 Phones: 167

REFERENCE TWO

Government/Company Name: County of Goliad Texas – SO Detention Center
 Address: 701 E End St, Goliad TX 77963
 Contact Person and Title: C.O. Williamson, Jail Administrator
 Phone: 361-645-8259 FAX: _____
 Contract Period: 3 years Scope of Work: IPS Provider



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REFERENCE THREE

Government/Company Name: Texas Inmate Phone (TIP) Systems
Address: 3118 Lausanne, Pasadena Texas 77505
Contact Person and Title: Mark Styron,
President
Phone: 425-670-5647 FAX: 425-670-5682
Contract Period: 6 Years Scope of Work: Provide IPS Operator
Service to over 222 Facilities

REFERENCE FOUR

Government/Company Name: City of Lynnwood Washington – Jail
Address: 20525 60th Avenue, Lynnwood Washington
Contact Person and Title: Mike McGinnis, Jail
Administrator
Phone: 425-670-5647 FAX: 425-670-5682
Contract Period: 3 years Scope of Work: IPS Provider

REFERENCE FIVE

Government/Company Name: City of Independence Missouri - Jail
Address: 111 East Maple, Independence Missouri 64051
Contact Person and Title: Janet Silvus, Administrator
Phone: 816-325-7268 FAX: 816-325-7088
Contract Period: 1 year Scope of Work: IPS Provider

Legacy Response: Legacy has not lost a correctional facility client in the past three years for any reason.

- 1.1.2 Identify any company names under which your company has operated previously.
- 1.1.3 Is your company a member of the Inmate Calling Service Providers Task Force?

Legacy Response: Legacy Inmate Communications is a d/b/a of Legacy Long Distance International, Inc. a class “C” corporation. Legacy owns and operates a 24-hour, 365 day a year Live Operator and Call Center that will be utilized by Lancaster County for after-hours and holiday support, for friends and family to set up prepaid accounts, and for billing customer service. This same Call Center is utilized for Legacy Contact Center Services, LLC.

Legacy is a proud member of the AJA, ACA, ICPA and numerous other regional associations.



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- 1.1.4 Written confirmation that your firm is able to do business in the State of Nebraska and you can obtain all necessary and appropriate licenses, permits, and local telephone access to provide the outlined inmate phone system.

Legacy Response: Legacy has been a certified communications provider with the Nebraska Public Utility Commission 1997. Legacy is also registered with the Secretary of State. The Company has a superior record of compliance within the state.

- 1.1.5 Any incentives that may be offered as an added benefit of the offered program.
 - 1.1.5.1 Any incentive that may be offered must be presented utilizing clear language and must not diminish the percentages of commissions or guaranteed flat amounts offered to the County.
 - 1.1.5.2 Any and all tangible incentives offered shall become the possession of the County and shall remain the property of the County upon termination or expiration of contract.

Legacy Response: Legacy has offered a \$20,000 Bonus to be paid thirty from the establishment of service at the Lancaster County facilities. The Company has also offered to establish an automated call system that allows inmates from all three facilities to call for court date information.

These offers will not affect Legacy's stated commission percentage or its annual guarantee.

- 1.2 All Vendors MUST respond in written form and electronically to the Ebid system in order to be considered for this proposal.

Legacy Response: Understood.

2. EQUIPMENT SAMPLES

- 2.1 Upon request the County, the Contractor shall provide one (1) sample phone which is of the exact same piece of equipment proposed to the County.
 - 2.1.1 The Sample equipment shall be provided at no cost to the County.
 - 2.1.2 The Contractor may retrieve the sample equipment after award of the project.

Legacy Response: Agreed, the Company will provide a sample inmate telephone upon request with no cost to the County.

3. TRANSITION/IMPLEMENTATION PLAN

- 3.1 Provide a transition plan to assure smooth uninterrupted inmate phone service between outgoing vendor and your firm (if selected).
 - 3.1.1 This plan shall include transfer of information from the existing contractor to your system of any numbers currently blocked, free numbers, and any additional system set-up requirements.
- 3.2 The awarded Contractor shall provide a date for installation following contract approval.



- 3.2.1 The Contractor shall **complete the installation within thirty (30) days of notification to proceed.**
- 3.2.2 Provide brief summary on your installation and maintenance plan.

Legacy Response: The Company has submitted a detailed project and installation plan in answer to Section V of this RFP. Detailed on-going maintenance and support can be found in answer to Section IV of this RFP.

Legacy will be utilizing a team of six (6) to conduct the Installation at the three Lancaster Facilities. The Project Plan includes a thirty (30) installation. This plan is detailed in answer to Section V.

The three facilities will not experience downtime during the transfer of the service. The cutover will take place one phone at a time, thorough testing will be performed prior to moving on to the next inmate telephone.

The Company will work with Securus to ensure a smooth transfer of the service including the transfer of all necessary data for blocked numbers, free calling, or any additional requirements designated by the County.

Legacy has proposed local technical support with technicians within twenty (20) minutes of the facility. The Company will have its technicians visit each facility once a month for pro-active maintenance and testing. Legacy has also provided its Service Level Response guarantees in Section IV. Legacy has also offered to pay the County \$1,000 Liability Payments for any occurrence of failure to meet response times.

4. COMMUNICATIONS

- 4.1 Outline the process to respond to inmate/public and County complaints regarding the telephone system malfunctions.
 - 4.1.1 Indicate if you have staff specifically responsible for responding to users concerns (i.e., customer service or customer complaint department).

Legacy Response: Legacy provides the County with detailed customer support and reporting in answer to several questions in Section IV of this RFP. The Company provides 24 hour customer support to the County and the public for complaints or questions regarding telephone malfunctions. The iCON system also provides an easy to use Trouble Ticket Reporting Utility that allows the facilities to report issues and track resolution. Legacy has also assigned a single point of contact to the County, Reol Ronces.

Legacy also staffs a Quality Assurance Department that evaluates all reported trouble from its valued clients and end users through the various customer service departments. The Quality Assurance Department is headed by our Vice President of Operations Rafael Quinto and is staffed with three (3) professionals focused on



changing policies and procedures that may be affecting our products and services by utilizing customer care and trouble report information.

5. REPORTING CAPABILITIES

- 5.1 Indicate your ability to provide reports in written and/or CD form to the County within four (4) hours from request on a 24-hour, 7 day per week basis.
- 5.2 Describe the types of reporting available, sorting capabilities and limitations, etc.
- 5.3 The Vendor shall provide the following report samples:
 - 5.3.1 Monthly list of all calls placed and all calls accepted, including the related revenue calculations.
 - 5.3.2 Detailed adhoc reports used in investigations.

The screenshot shows the iCON system interface. At the top, there is a navigation bar with tabs for Facility, Users, Phone Setup, Call Control, Prepaid, Inmate, Reports, Call Monitor, and Trouble Ticket. The 'Reports' tab is currently selected. Below the navigation bar, the main content area is titled 'iCON - Service Options'. It lists various service options with brief descriptions: Facility (Submit Site Information, Set Call Limits, and Set Global Phone Schedules), Users (Add, Search, or Modify Users), Phone Setup (Add, Search or Modify Onsite Phone Numbers), Call Control (Add, Search or Modify Inmate Dialed Numbers), Prepaid (Create, Search, or Modify Prepaid Accounts), Inmate (Register, Search or Modify Inmate Call Status), Reports (Generate Downloadable Call Detail Reports), Call Monitor (Manage watchlists, Call Archives and View Activity Logs), and Trouble Ticket (List, Report Troubles). A callout box with a green background and black text points to the 'Reports' option in the navigation menu, stating: 'Reports are accessed in iCON by a simple mouse click on the Reports option.'

Legacy Response: iCON provides numerous report options for the facilities to view and track all call activity, real-time commission information, and facility service and trouble ticket requests at any time via any internet read PC at the facilities. iCON also offers Centralized Management allowing for viewers to see all three Lancaster facilities reporting via one login.

Legacy’s reporting utility supplies several call detail reports as pictured on the next page. All reports offered are customizable and Legacy will add any additional reports needed by any of the three Lancaster facilities at anytime during the life of the contract. All iCON reports are easily downloadable.



Facility Users Phone Setup Call Control Prepaid Inmate Reports Call Mon

Reports - Call Attempts

QUICK LINKS -> BILLED CALLS UNBILLED CALLS COMMISSION CALL ATTEMPTS FREQUENT NUMBERS FRIE TICKETS

Please select target dates

From Date: 8/1/2008

To Date: 10/2/2008

Get Report Export Excel

Source No.	Destination No.	Comm. Date	Comm. Time	Bill Type	Duration	Revenue	Reason
7148266179	5625727936	10/1/2008	1:56:17 PM	Collect Call	0:02:29	\$12.95	Completed
7148262763	5625722595	10/1/2008	12:51:00 PM	Collect w/ CC	00:00:00	\$0.00	Denied
7148262763	5625722595	10/1/2008	12:50:00 PM	Collect Call	00:00:00	\$0.00	Blocked->Redirected
7148266179	5622448491	10/1/2008	12:32:09 PM	Collect Call	0:01:35	\$12.95	Completed
			12:27:42 PM	Collect Call	0:00:59	\$12.95	Completed
			11:54:09 AM	Collect Call	0:00:50	\$12.95	Completed
			11:28:32 AM	Collect Call	0:00:32	\$12.95	Completed
			10:59:37 AM	Collect Call	0:00:23	\$12.95	Completed
			10:55:37 AM	Collect Call	0:00:23	\$12.95	Completed
			10:50:50 AM	Collect Call	0:00:23	\$12.95	Completed

Page page: 1 Go Page size: 10 Change Displaying page 1 of 9, items 1 to 10 of 89.

iCON reports every call attempt made from the facility. Call Detail Reports (CDR) are completely user defined. Standard CDR reporting options include; by Inmate Phone, Dialed Number, Date, Time, Bill Type, Call Duration, Billed Revenue (or unbilled), and accept/denied by destined party.

iCON features numerous call detail reports including by location, inmate number, billed party number, and is any date sequence.

- Some of the Reporting Options in iCON include, but are not limited to:
- Inmate Telephone Call Volume – CDR Report
 - Dialed Number – CDR Report
 - Facility Area
 - Billed and Unbilled CDR
 - Call Duration
 - Hourly, Daily, Weekly, Monthly, and Annual CDR Reports
 - Bill Type
 - Personal Identification Number (PIN) Usage
 - Frequency (dialed number, PIN, phone)
 - Real Time Commission Reporting

The Company provides several billed revenue report options. Real-time, up-to-date commission reports are also available via iCON.



Legacy Inmate Communications
Response to BID Number 09-016 Inmate Phone Services

Reports - Billed Calls

BILLED CALLS | UNBILLED CALLS | COMMISSION | CALL ATTEMPTS | FREQUENT NUMBERS | FRIEND & FAMILY | PREPAID | TROUBLE TICKETS

Billed Call Details By Source Number

From Date: 8/1/2008 To Date: 9/12/2008 Source Number:

Get Report

1 of 2 Select export format Export

Billed Call Details By Source Number

Source No.	Destination No.	Connected DateTime	Call Type	Bill Type	Duration
5022440491	5625722595	0/0/2000 2:59:53 PM	ST	Collect w/ CC	0:00:41
/1482661/0	/14/158465	0/4/2008 12:41:15 PM	ST	Collect Call	0:00:41
71482662763	7147158465	9/11/2008 3:06:47 PM	ST	Collect Call	0:00:23
71482662763	7147158465	9/11/2008 3:54:30 PM	ST	Collect Call	0:00:41
7140206179	7147150465	0/19/2000 12:15:20 PM	ST	Collect Call	0:00:23
/1482661/0	/14/158465	8/20/2008 4:40:53 PM	ST	Collect Call	0:00:32
7148266179	7147158465	8/20/2008 4:43:25 PM	ST	Collect Call	0:00:59
7148266179	7147158465	8/20/2008 4:46:51 PM	ST	Collect Call	0:00:32
7140206179	7147150465	0/20/2000 4:50:30 PM	ST	Collect Call	0:00:23
/1482661/0	/14/158465	8/22/2008 12:56:56 PM	ST	Collect Call	0:00:23
7148266179	5627541158	8/22/2008 12:56:56 PM	ST	Collect Call	0:01:44
7148266179	5627541158	8/22/2008 12:56:56 PM	ST	Collect Call	0:01:35
7140206179	5627541150	8/22/2008 12:56:56 PM	ST	Collect Call	0:01:05
/1482661/0	/14/158465	8/22/2008 12:56:56 PM	ST	Collect Call	0:01:05

Revenue (billed) reports are available to the facility at all times. These reports real-time revenue data at all times. Revenue reports can be brought up by inmate (source) phone, dialed number, any date period, call type, bill type, or by inmate PIN.

U.S.A. Detention Center
Commission Report
July 1, 2008 thru July 31, 2008

Originating Number	Commission Percentage	Facility / Site		Call Totals Calls / Min.	Call Type Totals				
		Commission	Call Revenue		Local	IntraLata	InterLata	InterState	Friends & Family
(714) 555-1212	58.00%	\$ 5.19	\$ 8.95	1 / 5	-	-	-	1	-
(714) 555-1213	58.00%	\$ 11.18	\$ 19.28	2 / 12	-	-	-	2	-
(714) 555-1214	58.00%	\$ 48.30	\$ 83.28	11 / 53	3	2	2	4	-
(714) 555-1215	58.00%	\$ 5.19	\$ 8.95	1 / 5	-	-	-	1	-
(714) 555-1216	58.00%	\$ 92.73	\$ 159.88	18 / 101	5	5	4	1	3
(714) 555-1217	58.00%	\$ 7.51	\$ 12.95	2 / 14	1	-	-	1	-
(714) 555-1218	58.00%	\$ 38.73	\$ 66.78	7 / 35	2	2	-	2	1
(714) 555-1219	58.00%	\$ 11.54	\$ 19.90	2 / 10	-	-	-	-	1
(714) 555-1220	58.00%	\$ 18.70	\$ 32.24	3 / 28	1	1	1	-	-
(714) 555-1221	58.00%	\$ 5.19	\$ 8.95	1 / 5	-	-	-	1	-
(714) 555-1222	58.00%	\$ 25.96	\$ 44.75	5 / 25	-	-	-	5	-
(714) 555-1223	58.00%	\$ 10.81	\$ 18.63	3 / 10	1	-	-	2	-
(714) 555-1224	58.00%	\$ 70.37	\$ 121.32	8 / 80	2	2	2	-	2
(714) 555-1225	58.00%	\$ 11.18	\$ 19.28	2 / 12	-	-	-	2	-
(714) 555-1226	58.00%	\$ 24.32	\$ 41.93	3 / 24	1	1	-	-	1
(714) 555-1227	58.00%	\$ 115.26	\$ 198.73	19 / 145	2	6	3	3	5
(714) 555-1228	58.00%	\$ 43.69	\$ 75.32	7 / 35	1	3	3	-	-
(714) 555-1229	58.00%	\$ 5.77	\$ 9.95	8 / 24	-	-	-	-	8
(714) 555-1230	58.00%	\$ 18.17	\$ 31.32	2 / 24	1	-	-	1	-

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iCON's commission reports include the ability to tabulate commission by day, week, month – virtually any date period needed. Monthly commission reports include call detail; originating number, contracted commission percentage, commission revenue, call revenue, call totals, and call types.



Throughout our answers Legacy has supplied sample reports. Others include:

Facility Users Phone Setup Call Control Prepaid Inmate **Reports** Call Monitor

Reports - Frequent Numbers Login as EYORK

QUICK LINKS -> BILLED CALLS UNBILLED CALLS COMMISSION CALL ATTEMPTS FREQUENT NUMBERS FRIEND & FAMILY PREPAID TROUBLE TICKETS

Frequent Calls By Destination Number

From Date: 9/1/2008 To Date: 10/2/2008 Destination Number

Get Report

1 of 2 Select export format Export

Frequently Calls By Destination Number

Source Number	Destination Number	Connected Date & Time	Call Type		
7148266179	5622448491	9/10/2008 5:55:51 PM	InterState		
7148266179	5622448491	9/11/2008 2:39:49 PM	InterState		
7148266179	5622448491	9/11/2008 3:40:26 PM	InterState	Collect	0:00:50
7148266179	5622448491	10/1/2008 12:27:42 PM	InterState	Collect	0:00:59
7148266179	5622448491	10/1/2008 12:32:09 PM	InterState	Collect	0:01:35
7148266179	5625727936	10/1/2008 1:56:17 PM	InterState	Collect	0:02:29
7148266179	7144939333	9/12/2008 4:20:36 PM	InterState	N/A	0:00:41
7148262763	7147158465	9/4/2008 12:41:15 PM	InterState	Collect	0:00:41
7148266179	7147158465	9/10/2008 3:38:02 PM	InterState	Collect	0:00:32
7148266179	7147158465	9/10/2008 3:44:44 PM	InterState	Collect	0:00:23
7148266179	7147158465	9/11/2008 2:52:17 PM	InterState	Collect	0:00:23
7148266179	7147158465	9/11/2008 2:54:52 PM	InterState	Collect	0:00:50
7148262763	7147158465	9/11/2008 3:06:47 PM	InterState	Collect	0:00:23
7148266179	7147158465	9/11/2008 3:29:43 PM	InterState	Collect	0:00:23

Frequency reports are available and reflect real-time call data. Reports can be run by, dialed number, inmate pin, date, city, state, bill type, and call duration.

Users - User List USER LIST NEW USER SEARCH

Sort By: Unsorted Direction: Ascending Sort

User ID	Last Name	Privilege
kevin111	kevin	<input type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input type="checkbox"/> F <input type="checkbox"/> DE
dataentry1	data	<input type="checkbox"/> A <input type="checkbox"/> Inv <input type="checkbox"/> F <input checked="" type="checkbox"/> DE
essy0927	Essy	<input type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input type="checkbox"/> F <input type="checkbox"/> DE
jwayne	John	<input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> DE
administrator2	admin	<input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> Inv <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> DE
administrator	Administrator	<input checked="" type="checkbox"/> A <input type="checkbox"/> Inv <input type="checkbox"/> F <input type="checkbox"/> DE
Bbrown	Brown	<input checked="" type="checkbox"/> A <input type="checkbox"/> Inv <input type="checkbox"/> F <input type="checkbox"/> DE
RRonoes	Ronoes	<input checked="" type="checkbox"/> A <input type="checkbox"/> Inv <input type="checkbox"/> F <input type="checkbox"/> DE
ACaldera	Caldera	<input checked="" type="checkbox"/> A <input type="checkbox"/> Inv <input type="checkbox"/> F <input type="checkbox"/> DE
mharvey	Mike	<input checked="" type="checkbox"/> A <input type="checkbox"/> Inv <input type="checkbox"/> F <input type="checkbox"/> DE

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Displaying page 1 of 3, items 1 to 10 of 25.

View details, A=Admin, Inv=Investigator, F=Finance, DE=Data Entry

User List Reports can be ran by the system administrator to give real-time information of users and their access (privilege rights).



- 5.4 Indicate if direct access to reporting capabilities will be offered to the County.
 - 5.4.1 Provide a list of equipment and software needed to obtain direct access to the reporting information (i.e. computer equipment modem, software, etc.)
 - 5.4.2 Indicate if the equipment and software needed to obtain direct access will be provided to the County at no charge.

Legacy Response: All iCON reporting is accessible from any County PC with access to the Internet. Legacy utilizes secure VPN technology for access to its inmate management system. No new equipment or modems are needed for the County to access iCON's advanced reporting.

While no additional equipment is needed to access the system Legacy is still offering to provide each of the three (facilities) with a new PC and printer at no cost to the County.

Personal Computers

DELL Desktop Optiplex PC



Operating System

Microsoft Windows XP Pro Operating System



Desktop Printer

HP LaserJet

- 5.4.3 Outline any training offered to the County staff on the operation of the software in developing direct generated adhoc reports.

Legacy will provide training on the inmate telephone system and all auxiliary services when the system is implemented including reporting. The training will take place at each of the three Lancaster County facilities where the inmate telephone system is installed, and additional training will be provided as necessary for new staff or authorized personnel from other agencies. Reol Ronces, the Lancaster County assigned administrator will provide on-going training as necessary, including any training requirements to the other agencies the facilities serve.



The training session is set-up as an open multi-media presentation with printed materials and question and answer sessions. Training will cover in detail how to access and use all the inmate telephone system functions from a computer workstation, including playback of call recordings, downloading recordings to CD



and the type of media player required, exporting case files, and the like. Training will also include user security levels, the permitted tasks of each security level, and how to assign users to each level or task.

Historically, Legacy has found that, following installation of the inmate telephone system, personnel from outside the correctional facilities require training as well. In addition to corrections staff, Legacy will provide training to prosecutors, DA investigators, the Sheriff's Office, defense counsel, and the judiciary, all as directed by facility administration.

The following is a sample list of topics that could be covered during a single training session:

Module	Subject	Estimated Time
Login	How to Login	5 min
Home	Overview of system and modules; explanation of graphs	10 min
User Guide	Overview of online manual	10 min
Call Detail Reporting	Discuss all options for running various reports, setting up a template for a report and printing of a report	15 - 30min
Call Detail Reporting	Demonstrate the investigative reports, call playback, reverse lookup, making notes, moving calls to CD/DVD Utilities	15 - 30min
Call Detail Reporting	Creating revenue reports	10 min
Live Monitoring	Monitoring live calls	10 min
PIN	Using PINs as they apply to debit cards	10 min
PIN	Explain all features that are available to a facility that is using facility-generated PINs for the inmates	30 min
CD/DVD Utilities	Selecting calls to burn on a CD/DVD and actually burning a CD	25 min



Legacy Inmate Communications
Response to BID Number 09-016 Inmate Phone Services

System Control	Turning phones on and off and other options	10 min
User Management	Establishing users with IDs and passwords and roles	15 min
Number Management	Doing reverse lookups	10 min
Number Management	Blocking and unblocking called to numbers, entering private numbers that are not to be recorded, entering Hot numbers and other number management details..	15 min

- 5.4.4 Reports and a clear audit trail must be provided to the County to verify revenues received.
- 5.4.5 If a third-party billing company is utilized, the Contractor must indicate the name of the company in the proposal.
 - 5.4.5.1 Vendor shall assume full responsibility for accuracy of the data and will pay all costs associated with the billing company.

Legacy Response: Throughout our response to Lancaster County we have demonstrated iCON's superior reporting capabilities. Every call attempt made from the facility is reported whether the call completed or not. Numerous revenue and billed reports are available to verify and audit commissions.

All calls are billed by Legacy to the end user either through their local exchange or directly billed. Whatever the billing method – each invoice provides the billed end user a toll-free customer service number to call for any questions. Legacy billing customer service department handles each call directly.