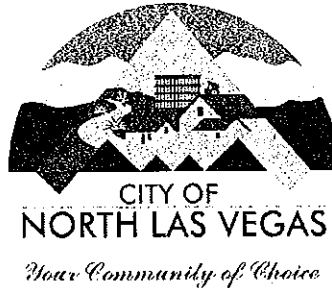


Mayor
Michael L. Montandon

Council Members
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason



City Manager
Gregory E. Rose

Finance Department
2200 Civic Center Drive • North Las Vegas, Nevada 89030
Telephone: (702) 633-1467 • Fax: (702) 649-5077 • TDD: (800) 326-6868
www.cityofnorthlasvegas.com

April 19, 2007

**REQUEST FOR PROPOSAL NO. 002-007
TELEPHONE SERVICES
ADDENDUM NO. 3**

This information is issued as clarifications to and answers for questions that were submitted regarding the above RFP.

General Questions:

1. Data on cards purchased by inmates:
 - Phone cards are currently sold in values of \$20.00 and \$100.00 to inmates
 - Total retail sales from 07/01/05-09/30/06 was \$207,395.00 with a profit to the commissary account of \$62,218.00
 - International calls can currently only be made with these cards

2. Data on calls made MONTHLY AVERAGE:

Local	calls 20,575	minutes 154,200
Intralata	calls 66	minutes 466
Interlata	calls 88	minutes 639
Interstate	calls 1,464	minutes 10,252

3. Booking Free Calls – no cost except for connection to local lines.

4. Need storage of phone calls (after the initial 180 days) for 36 months.

RFP 002-007 Addendum 3

GR 4.19.07

5. Only one VINE Payment in January of each of the three contract years.
6. Immigration Pro-Bono calls are at no cost to the inmate telephone provider (Currently PCS).
7. Telephone rates are set by the State of Nevada any additional charges are up to the individual supplier: See **Attachment #1**
8. Revenue Totals: See **Attachment #2**
9. Copy of the current Contract and Extension: See **Attachment #3**
10. Length of Proposal shall be an initial 3 Year contract with 2-one year extensions, Contract begins at date of award.
11. Clarification that We (The City of North Las Vegas) do not pay the Service Provider. We (The City of North Las Vegas) receive revenue from the Service Provider. The City of North Las Vegas desires a concession type agreement.
12. Handset free telephones are needed in the booking area only. There are no outside telephones. The telephones in MCC and C dorm are pedestal mounted, all other telephones are wall mounted.
13. The contract will only apply to inmate telephones.
14. We (The City of North Las Vegas) need the ability to redirect incoming authorized legal telephone calls to the inmate system and direct the inmate (if available) to pick up an appropriate telephone.

The request for proposal closing date is **April 25, 2007 at 2:00 PM**. All other terms and conditions remain the same.

Dwight Rawlinson
Purchasing & Risk Management

I ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 ___ NO. 2 ___ NO. 3 ___

DATE

COMPANY NAME

SIGNATURE (PRINTED NAME)

**RFP 002-007 INMATE TELEPHONE SERVICES
ADDENDUM 3**

ATTACHMENT NO. 1

TELEPHONE RATES

State: NV

12/4/2006

LOCAL STATION TO STATION * SURCHARGE \$1.00

RATE MILEAGE	DAY		EVENING (At 25% discount)		NIGHT/WEEKEND (At 50% discount)	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
0-10	0.1400	0.0500	0.1050	0.0375	0.0700	0.0250
11-22	0.2000	0.0900	0.1500	0.0675	0.1000	0.0450
23-55	0.2700	0.1400	0.2025	0.1050	0.1350	0.0700
56-124	0.3300	0.2100	0.2475	0.1575	0.1650	0.1050
125-9999	0.3900	0.2600	0.2925	0.1950	0.1950	0.1300

INTRALATA STATION TO STATION * SURCHARGE \$1.00

RATE MILEAGE	DAY		EVENING (At 25% discount)		NIGHT/WEEKEND (At 50% discount)	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
0-10	0.1400	0.0500	0.1050	0.0375	0.0700	0.0250
11-22	0.2000	0.0900	0.1500	0.0675	0.1000	0.0450
23-55	0.2700	0.1400	0.2025	0.1050	0.1350	0.0700
56-124	0.3300	0.2100	0.2475	0.1575	0.1650	0.1050
125-9999	0.3900	0.2600	0.2925	0.1950	0.1950	0.1300

INTERLATA STATION TO STATION * SURCHARGE \$1.00

RATE MILEAGE	DAY		EVENING (At 25% discount)		NIGHT/WEEKEND (At 50% discount)	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
0-10	0.1400	0.0500	0.1050	0.0375	0.0700	0.0250
11-22	0.2000	0.0900	0.1500	0.0675	0.1000	0.0450
23-55	0.2700	0.1400	0.2025	0.1050	0.1350	0.0700
56-124	0.3300	0.2100	0.2475	0.1575	0.1650	0.1050
125-9999	0.3900	0.2600	0.2925	0.1950	0.1950	0.1300

INTERSTATE STATION TO STATION SURCHARGE \$3.95

RATE MILEAGE	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD	INITIAL PERIOD	EACH ADD'L PERIOD
0-99999	0.8900	0.8900	0.8900	0.8900	0.8900	0.8900

* Local, IntraLATA and InterLATA per minute rates reflect discounts of 25% and 50% for evening, and night/weekend rates, respectively.

**RFP 002-007 INMATE TELEPHONE SERVICES
ADDENDUM 3**

ATTACHMENT NO. 2

REVENUE TOTALS

Securus Commissions
July 1, 2005 - June 30, 2006

Date	Securus Revenue	Det. Commission @ 43%	Monthly Total
July 2005	\$51,220.65	43%	\$22,024.88
Aug 2005	\$54,466.91	43%	\$23,420.77
Sep 2005	\$46,578.15	43%	\$20,028.60
Oct 2005	\$50,387.18	43%	\$21,666.49
Nov 2005	\$49,917.66	43%	\$21,464.59
Dec 2005	\$49,162.90	43%	\$21,140.05
Jan 2006	\$44,429.23	43%	\$19,104.57
Feb 2006	\$46,143.75	43%	\$19,841.81
Mar 2006	\$52,071.91	43%	\$22,390.92
Apr 2006	\$52,269.39	43%	\$22,475.84
May 2006	\$48,626.57	43%	\$20,909.43
Jun 2006	\$54,798.96	43%	\$23,563.55
Totals	\$600,073.26		\$258,031.50
05 - 06 Budget Yr. Average			\$21,502.63

**RFP 002-007 INMATE TELEPHONE SERVICES
ADDENDUM 3**

ATTACHMENT NO. 3

CURRENT CONTRACT AND EXTENSION



14651 DALLAS PARKWAY
SUITE 600
DALLAS, TX 75254-8815

WWW.SECURUSTECH.NET

**FIRST AMENDMENT
TO
INMATE PAY TELEPHONE AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the 3 day of May 2006 ("First Amendment Effective Date"), and amends and supplements that certain Inmate Pay Telephone Agreement, dated as of May 2003 ("Agreement") by and between City of North Las Vegas, Department of Detention ("Customer") and Evercom Systems, Inc. ("EVERCOM").

WHEREAS, Customer desires to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Pursuant to Section 6 of the Agreement, the term of the Agreement shall be extended for a period of one (1) year with an expiration date of June 4, 2007 (the "renewal term"). At the expiration of the renewal term, Customer may, at its option, extend the Agreement for an additional one (1) year period. At the completion of the renewal term, Evercom agrees to negotiate a potentially higher commission rate during any extended term should the annual revenue increase by a minimum of ten percent (10%).
2. All terms and conditions of the Agreement not amended by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

**City of North Las Vegas
Department of Detention**

Evercom Systems, Inc.

By: [Signature]
 Name: Michael L. Montandon
 Title: Mayor
 Date: May 3, 2006

By: [Signature]
 Name: JOHN VIOLA
 Title: VP & GM
 Date: 2-27-06

ATTEST:
[Signature]
 Karen L. Storms, CMC
 City Clerk

INMATE PAY TELEPHONE AGREEMENT

This Inmate Pay Telephone Agreement (the "Agreement") is made as of the _____ day of May 2003, by and between the City of North Las Vegas, Department of Detention ("Customer") located at 2222 Constitution Way, North Las Vegas, NV, 89030 and Evercom Systems, Inc. ("Evercom") located at 8201 Tristar Drive, Irving, Texas 75063.

1. **Utilization of Facility.** The Customer, for and in consideration of the payment of the Commission (as hereinafter defined) and the services to be provided by Evercom, grants Evercom the exclusive right and license to install and maintain an Inmate Telecommunications System governing all inmate calls, including local and long distance traffic for collect calling and inter-related hardware and software, (collectively "Evercom Equipment") within all pre-existing and future jail and/or detention facilities (collectively the "Facility"), and hereby releases the Facility for that purpose, upon the terms and conditions set forth in this Agreement. The Customer covenants and agrees to make the Facility available to Evercom for complete installation and operation of the Equipment.
2. **Compensation.** In consideration of the right to install and operate the Equipment within the Facility, Evercom agrees to pay the Customer **Forty-Three percent (43%)** of the Gross Revenue from use of the Equipment through all collect calls, (does not include debit), billed by inmates within the Facility (the "Commission"). "Gross Revenue" shall mean the gross billable (actual local and long distance call billed via a local exchange carrier) revenue. The Commission shall be paid to the Customer on a monthly basis, as set forth in Section 3 below.
3. **Payment and Accounting.** Evercom agrees to pay the Customer the Commission on a monthly basis. The commissions shall be paid no later than thirty (30) days following the month in which revenues were generated from the Equipment during the term of this Agreement. All commission payments shall be final and binding upon the Customer unless written objection thereto is received by Evercom within ninety (90) days of mailing of the Commission payment to Customer by Evercom. The commission checks will be made out to, "The City of North Las Vegas Inmate Telephone System."
4. **Maintenance and Repair.** During the term of this Agreement, Evercom will repair and maintain the Equipment in good operating condition, including without limitation, furnishing all parts and labor, at its sole cost and expense, all such maintenance shall be conducted in a timely manner, (usually within 24 hours). The Customer shall permit employees or contractors of Evercom reasonable access to the Facility in order to service, repair and maintain the Equipment. The Customer shall notify Evercom of any misuse, destruction, damage or vandalism to the Equipment, as soon as practicable after ascertaining the same.
5. **Liability Insurance.** Evercom agrees to maintain comprehensive general liability insurance coverage having limits of not less than \$1,000,000.00 in the aggregate and customer shall be named as an additional insured. The Customer agrees to provide Evercom with reasonable and timely notice of any claim, demand or cause of action made or brought against the Customer arising out of, or related to, the utilization of the Equipment. Evercom shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The Customer agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Equipment without the prior written consent of Evercom. In no event shall the Customer be liable for any damage or destruction to any item of the Equipment.
6. **Term of Agreement.** The obligations of the parties under this Agreement are effective as of the date hereof, but the term of this Agreement shall commence upon the date of execution (the "Commencement Date"). This Agreement shall remain in force and effective for three (3) years from the Commencement Date, hereafter known as the **initial term**. This agreement will also carry two (2), one (1) year optional extensions. At completion of initial term, Evercom agrees to negotiate a potentially higher commission rate should the annual revenue increase by a minimum of ten (10%) percent.

7. Event of Default, Termination of Agreement. In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of the notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference, provided the party so affected shall use reasonable efforts to remove such causes of no-performance. In the event any governmental tariff or regulation prevents Evercom from providing services, or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then Evercom, at its sole discretion, may terminate this Agreement without liability, provided that Evercom continues to provide services until Customer contracts for alternative services, up to a maximum of ninety (90) days. In the event of a termination of this Agreement for any reason, the Customer agrees to allow Evercom access to the facility in order to remove the Equipment. Evercom agrees to remove the Equipment within thirty days after termination of this Agreement.

8. Authority. Each party to this Agreement warrants and represents that they have the unrestricted right and requisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the Equipment.

9. Notices. Any notice or demand under the terms of this Agreement or under any statute made by either party shall be in writing and shall be given or made by mail, postage prepaid, addressed to the respective party as listed on signature page of this agreement.

10. Miscellaneous.

A. This Agreement shall be construed under and is enforceable under the laws of the State of Nevada, and the parties agree that only the courts of Nevada shall be the courts of competent jurisdiction to hear any dispute under the terms of this agreement.

B. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement.

C. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.

D. This Agreement shall be binding upon and inure to the benefit of Evercom and the Customer, and their respective successors and assigns.

E. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire Agreement of the parties. The rights and obligations of the parties shall be determined solely from the terms of this Agreement and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement.

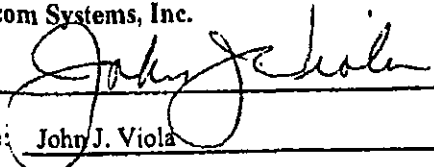
F. This Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by all parties.

G. Evercom, at its sole cost and expense shall secure the state, county or federal governmental authority licenses required for the provision of services contemplated in this Agreement.

H. During the term of this agreement, the Equipment installed in the facility pursuant to this Agreement shall remain the sole and exclusive property of Evercom.

I. If Evercom is the first party to execute this Agreement, then the Customer shall have until 5:00 p.m. (Central Time) 90 days from the date set forth under Evercom's signature below, to execute and deliver this Agreement to Evercom. If the Customer has not executed and delivered this Agreement to Evercom within the 90 day period, then the offer made by Evercom to enter into this Agreement shall terminate and be null and void after such time. Evercom may also terminate the offer made by this Agreement prior to the end of the 90 day period by written notice to the Customer, unless the Customer has previously signed and delivered this Agreement to Evercom.


EXECUTED as of the date and year signed below:
Evercom Systems, Inc.

By: 
Name: John J. Viola

Title: Vice President-Sales and Marketing

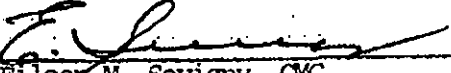
Date: 5-15-03

Customer CITY OF NORTH LAS VEGAS

By: 
Name: Michael L. Montandon

Title: Mayor

Date: June 4, 2003

ATTEST: 
Eileen M. Seviomy, CMC
City Clerk