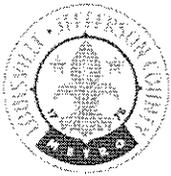


**CSB For Louisville Jefferson County  
Metro Government Dept of Public Works & Assets  
Facilities Management  
Bid #1899**

**Payphone Services**

**Presented by  
Commonwealth Payphones, Inc.  
Stacee Doll**



# Invitation To Bid

Louisville/Jefferson Co Metro Government

<b>Bid Number:</b>	<b>1899</b>
--------------------	-------------

<b>Revision:</b>	0
<b>Date:</b>	18-SEP-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

<b>Mark envelope with Bid Number, Reply By Date and Address to:</b>
---

Metro Purchasing Department 611 West Jefferson Street Mezzanine Level Louisville, KY 40202
---

**Reply By:** 08-OCT-09

#	Description
---	-------------

- |   |   |
|---|---|
| 1 | Price Contract for Louisville Metro to provide a portion of their requirements for Payphone Services for a twelve month period per the attached specifications. |
|---|---|

<b>DELIVERY TIME:</b> _____ (# of days A.R.O.)	<b>FIRM NAME:</b> _____
We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.	<b>OFFICIAL'S SIGNATURE:</b> _____
	<b>ADDRESS:</b> _____
	_____
	<b>PHONE:</b> _____
	<b>DATE:</b> _____
<b>UNSIGNED BIDS WILL NOT BE CONSIDERED</b>	



# Invitation To Bid

Bid#: 1899

Louisville/Jefferson Co Metro Government

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## Standard Text

### RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Max Bradley at (502) 574-6430.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark as original) AND THREE COPIES. All three copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

**STANDARD TEXT**

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number (502)762-1560.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:  
Director of Purchasing  
611 West Jefferson Street - Mezzanine Level  
Louisville, KY 40202

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**Louisville/Jefferson Co Metro Government CONDITIONS**

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representing a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

**PLEASE READ CAREFULLY**

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE

Stacey A. Doll

Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

COMMONWEALTH PAYPHONES, INC.

Company Name

Craig A Bower

Director of Purchasing

Contract Term:

Effective: 2-1-2010

Expires: 1-31-2011

Items Covered:

All: \_\_\_\_\_

See Attached: \_\_\_\_\_

The Invitation for Bid and response will become part of the contract

**LIVING WAGE PREFERENCE**

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently \$9.00/hour for all full time employees.

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name COMMONWEALTH PAYPHONES, INC.  
Authorized Official(Print) Stacey A. Doll  
Signature of Authorized Official Stacey A. Doll  
Title President  
Date 10/5/09

## LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

.....  
Company: COMMONWEALTH PAYPHONES, INC.

Address: Street 8806 Duck Crossing Lane

City Louisville County Jefferson State KY Zip 40291

Revenue Commission Number: [REDACTED]

Official: Stacey A. Doll

Signature: Stacey A. Doll Date: 10/5/09



**HUMAN RELATIONS COMMISSION**  
**Carolyn Miller-Cooper, Executive Director**

**GOOD FAITH EFFORT (“GFE”) REQUIREMENTS**

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises (“MFHBEs”):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

**SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)**  
**FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION** (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBEs for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

**NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.**

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBEs be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBEs by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

**MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)**  
**FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION** (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.

**Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBEs as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

**SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)**  
**FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD**

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>





Louisville Jefferson County  
Metro Government

**Public Works & Assets  
Facilities Management**

BID #1899

**Payphone Services**

## **TABLE OF CONTENTS**

### **REQUEST FOR COMPETITIVE SEALED BIDS**

- I. Invitation and Instructions to Bidders**
- II. General Provisions**
- III. Insurance and Hold Harmless Agreement**
- IV. General Specifications**
- V. Evaluation Criteria**

## SECTION I

### INVITATION AND INSTRUCTION TO BIDDERS

- 1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for a Price Contract for Payphone Services. The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding. Sealed bids will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing until 3:00 PM October 8 2009, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3PM deadline on October 8, 2009 will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

Lopaz Spence  
Public Works & Assets  
Facilities Management  
444 S. 5<sup>th</sup> Street Suite 400  
Louisville, KY 40202

502-744-0050  
502-574-5924 Fax  
[nimrod.spence@louisvilleky.gov](mailto:nimrod.spence@louisvilleky.gov)

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this Competitive Sealed Bid (CSB). Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of Ninety (90) days from the date of the bid opening.

Submitted bid shall be for a firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. The only terms and conditions acceptable to Metro Government are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be

considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in section 1.0. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

## SECTION II

### GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et seq.* as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.

- 2.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.

- 2.4 Bid Reservations: Metro Government reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. Metro Government may consider any alternative bid that meets its basic needs.

- 2.5 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.

- 2.6 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid".

- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.

- 2.8 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.9 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid.

2.15 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.

2.16 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids and agrees to the same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.

2.17 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

#### A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.18 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.19 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.20 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- 2.21 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.22 Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

### **VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

COMPETITIVE SEALED BID  
SUBMITTED BY:

By signing below you are agreeing to all Louisville-Jefferson County Metro  
Government Terms & Conditions that are a part of this Request for Bid.  
**Include this page in your response to this bid.**

Firm: COMMONWEALTH PAYPHONES, INC.  
By: Stacey A. Dell  
Title: President  
E-Mail Address: CPI@bluegrass.net  
Address: 8806 Duck Crossing Lane  
Louisville, KY 40291  
Telephone: (502)418-9500  
Fax: (502)762-1560  
Date: [REDACTED]  
Metro Louisville Revenue  
Commission Number: [REDACTED]  
Federal ID Number: [REDACTED]

**Please include a copy of your W-9 with your submitted bid.**  
**This must be submitted prior to the award of a contract.**  
I acknowledge receipt of the following Addendum:

Addendum #1: \_\_\_\_\_

Addendum #2: \_\_\_\_\_

Addendum #3: \_\_\_\_\_

Any Additional Addendum (write in numbers): \_\_\_\_\_

Stacey A. Dell  
Vendor Signature (all items above have been read and completed)

### SECTION III

#### **HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS**

##### I. **HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

##### II. **INSURANCE REQUIREMENTS**

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division).** *The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.*

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, it's elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
    - a. Premises - Operations Coverage
    - b. Products and Completed Operations
    - c. Contractual Liability
    - d. Broad Form Property Damage
    - e. Independent Contractors Protective Liability
    - f. Personal Injury
  2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
  3. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

### III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

### IV. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Department of Purchasing at least 30 days prior to the expiration of any policy(s).
- B. Certificates of Insurance as required above shall be furnished, as called for:

1. No later than five (5) days after the successful bidder is notified of award by the Division of Purchasing to:

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

**SECTION IV**

**GENERAL SPECIFICATIONS**

**Payphone Services**

**Specifications**

Louisville Metro Government requests proposals to enter into an agreement for providing local calls, long distance and "zero plus" (0+) operator service for calls made from public coin operated telephones in public right of ways and buildings. This agreement shall be for payphone locations within the urban (city) limits of Louisville Metro, east of I-65. Locations within this parameter may be added, or deleted as needs change.

The selection of this service will be decided based upon the following as submitted with each proposal:

**Commission **30%****

Amounts or percentage rates and structure as applicable (25%)  
Payment and reporting schedule (monthly, quarterly, etc. (5%)

**Communications Services **40%****

Costs of services to the user (long distance charges, time limits, etc. (10%)  
Other user services (calling card, assistance, compatibility, etc. (5%)  
Support services for problems, refunds, response, etc. (10%)  
System hardware, software, diagnostics, technology and upgrade planning (5%)  
Operator/other assistance (5%)  
Monitoring and reporting capabilities and provisions to Jefferson County (e.g. number of calls, calling time, call types, etc. (5%)

**Compliance **Must Comply****

Proof compliance with all local, state and federal rules and regulations.

**Other **30%****

Cost, if any to Jefferson County (5%)  
Company history, management and service team capabilities (10%)  
Additional information and literature that support any/all of the above or other area that might be considered for this proposal. (5%)  
References of similar accounts/services (10%)

**CSB FOR LOUISVILLE JEFFERSON COUNTY  
METRO GOVERNMENT DEPT OF PUBLIC WORKS  
BID#1899  
PUBLIC CONTRACT FOR PAY PHONE SERVICES  
SECTION IV  
GENERAL SPECIFICATIONS**

**COMMONWEALTH PAYPHONES, INC.**, herein after referred to as "CPI", and a Business/Government known as Louisville Jefferson County Metro Government, herein after referred to as "LJCM".

**COMMISSION**

**Amounts or Percentage Rate and Structure:**

CPI's Commissions Structure As Follows:

30% of first \$199.99 of Net Revenue for each payphone.  
50% of \$200.00 and above Net Revenue for each payphone.

"LJCM", is to receive the following percentages of net profits. After applicable line and usage charges for hook up are paid from phones revenues before any commissions or profits are taken from the phone. "Net Profits" are defined as all coin revenues (Local, Long Distance and International) and all Non-Coin revenue (0+, 1-888-No-Coins, Pre-call Advertising and MCI Access Compensation), less line and usage (Long Distance) charges that may be applicable under the laws of Kentucky and the COCOT Tariff. This sum is payable on a monthly basis at the "LJCM" address around the twenty-eight day following receipt of statement of line and use charges.

Dial Around-will be paid to customer each quarter. This is paid quarterly because that how it's received by "CPI". Those cases where payment from revenue is not on a monthly basis/Dial Around; CPI shall provide to "LJCM" on a Quarterly Basis an itemized statement of all revenues.

See tab under compensation schedule in other, under general specifications for list of compensation services.

**Payment and Reporting Schedule – (Monthly, quarterly, etc.):**

Reporting schedule will be included with monthly commission check. Please refer to the COP Commission Summary Report, and a COP Detailed Summary Report. The commission Summary Report with detail provides "LJCM" a break down of all revenues and services performed from each pay station. CPI will also provide an electronic/excel monthly spreadsheet of all phones activity, to a designated email address. See tab under commission reports in other of the general specifications, for example of monthly commission reports.

## Page 2

- CPI's/Protel "Smart" payphone management software reports service problems to CPI's 24/7/365 days per year technical center.
- CPI will provide the Louisville/Metro Public Works a monthly detailed and summary report produced from our COP Management Software with monthly commission check.
- CPI will also provide an Electronic/Excel spreadsheet of all phone activity.

Dial Around is paid on a quarterly basis. See tab under dial around quarterly report in other of the general specifications, for example of quarterly dial around report.

### COMMUNICATIONS SERVICES

#### **Cost of services to the user (long distance charges, time limits, etc.):**

- Local call rate to user: 50 cents per call for 15 minutes
- Long distance rate to user: 50 cents per call for 5 minutes minimum (Continental U.S.A.)
- Incoming calls to end user: 25 cents for 10 minutes

#### **Other user services (calling card, assistance, compatibility, etc.):**

- Calling Card Service: Access is available to all carriers.
- 1010-Access is available to all carriers.
- Assistance: User can access all carrier operators, as well as having access to 211=Crises Center, 411=Information, 511=Traffic and 711=Hearing Impaired.
- Mexico =7 minutes for \$1.00.
- Other International Countries = 7 minutes for \$1.00  
= 5 minutes for \$1.00  
= 3 minutes for \$1.00

(See list for other countries available, rates may change based on destination of dialed number.)

- 1-888-No-Coins- CPI's discount collect program.
- 1-800-KY-Coins- CPI's Toll Free 800# to access our customer service.
- Other user services such as calling card, assistance to all Long Distance Carriers are available from all of CPI's equipment.
- CPI accepts Visa/Mastercard, American Express and Discover.

See tab under communication services in other of general specifications, for example of payphones face plates.

**Support services for problems, refunds, and responses, etc.**

Support service for problems, refunds, and responses are as follows:

Payphone 211 Service- provides user courtesy call completion, trouble-reporting refund service and bilingual services to the user 24 hours/7 days per week/365 days per year.

Here's how it works for refund and repair. End user dials 1-877-211-3382 and the caller is given three options:

- **Courtesy Call Completion**

The caller is allowed to make one call to a desired number after being prompted about the problem with the payphone. The call will be a maximum of **10 minutes** anywhere in the U.S.A.

- **Trouble Report**

Trouble tickets are taken with the problem reported by a caller. The caller is given a menu of options which describes the most common payphone problems or an option to record a message. This message will be transcribed and sent to the payphone operator by e-mail daily with the full activity report. The menu of this option also provides a selection for a report from a location person. If a report is made by a location person, it will show up as urgent on the daily activity report in all capital letters.

- **Refund**

When a refund is requested, the caller's information is taken and **the refund is sent the next 3 business days!** The refund is in the form of a calling card postcard and allows one 5 minute call anywhere in the U.S.A.

- CPI's/Protels "Smart" Phone Management Software Reports service problems to CPI's 24 hours/7 days per week/365 days a year to it's technical center.

See tab under payphone 211 services in other of the general specifications, for example of payphone 211 services.

**System hardware, software, diagnostics, technology and upgrade planning:**

**Hardware/Protel**

CPI is using Protel's Flash 7000 Chassis combines microprocessor – based intelligence with a module design to adapt to the challenges of a diversifying payphone industry. Protel's 7000 Chassis boasts state-of-the-art flash memory technology. This technology provides eight megabits of storage capacity. This additional storage allows more space for memory sensitive features such as Protel's new charge-a-port or Televoice products. It also allows for room to make future firmware changes to continually adapt to the changing Telecommunications Environment.

CPI is using Protel and Habitat Housing's for phones, because these products have proven their capabilities, in operation for CPI over the past 16 years.

CPI uses Telecom Products for our Enclosures, Pedestals and Directory Binders. CPI uses the L31 Model. This enclosure is of all aluminum construction and is universal.

See tab hardware in other of general specifications for more information on hardware equipment.

**Software-Diagnostics, Technology and Upgrade Planning**

CPI uses Protel's newest "Smart" payphones the Express 7000 Series. This design allows for feature-rich based technology. Provides electronic serial number which allows for reporting the serial number of each phone to the Expressnet Management Software. It's a total Management Software. This software provides multi-modem capability, multi tasking, call detail reporting, trouble diagnostics, diagnostic testing. Other features included are extensive reroute capability, down loadable memory, field upgradeable memory and digitized voice. CPI always uses the most current version of software services provided.

See tab software in other of general specifications for more information on software CPI uses.

**Operator/Other Assistance**

- 0+ Provided by NCIC.
- 1-888-KY-Coins-CPI's toll free customer service number.
- 211 – Crisis
- 411 – Information
- 511 – Traffic
- 711 – Hearing Impaired
- Payphone 211 Service – "Courtesy call Completion" this service allows the caller to make one call to designated number. The call is a maximum of ten minutes anywhere in U.S.A.
- CPI accepts Visa/Mastercard/American Express and Discover.

See tab under operator services in other section, under general specifications for 0+, MCI, 888-No Coin and Pre-Call.

**Monitoring and reporting capabilities and provisions to Jefferson County (e.g. number of calls, calling time, call types, etc.)**

Louisville Metro can receive, by requesting at anytime a detailed report on any specified or all phones detail of, number of calls, calling times and call types, etc. CPI has included an xnet report for your review.

- Payphone 211 Daily E-mail Activity Report.

**COMPLIANCE**

**Proof compliance with all local, state and federal rules and regulations.**

All CPI's rates for Local, State and Federal rule's and regulations are in compliance of Title 47 with the Public Service Commission and the Federal Communications Commission. That includes all services, rates and equipment. Also, see literature on equipment FCC registered.

**OTHER**

**Cost, if any to Jefferson County**

None-"LJCM" pays nothing for the installation of CPI installing phone equipment or service.

**Company history, management and service team capabilities**

Commonwealth Payphones, Inc is a privately held Louisville, KY Corporation, founded 1993. CPI has provided high quality communication services backed by excellent customer support throughout Louisville for sixteen years. CPI has focused the vast majority of it's resources on becoming a recognized leader in the payphone industry, by owning and operating our own equipment and providing **high quality customer service.**

CPI's management and service team are composed of Stacey Doll, President/Director of Operations handles all business operations within sales and the office, including all regulatory and tariff issues, A/P-A/R, and customer service. Darlene Mays/Office Manage handles commissions and customer service. An in house, Technician handles the pay phone route, including installation, maintenance and service. CPI also has one sub-Contractor that is highly certified as well. He helps out on installations or relocations. He is a certified electrician. CPI is also prepared to hire employees as the need fits.

## COMPENSATION SCHEDULE

Compensation Schedule provides the different revenue resources/ dialing patterns made from pay stations. Below are all the different types.

### TYPE OF CALL

Local Coin

Extended Local Coin

Toll Coin

Toll Plus Coin

1+ Intrastate

1+ Interstate

0+ Local

0+ IntraLATA

0+ InterLATA/Intrastate

0+IntraLATA/ Interstate

0+ InterExchange Carrier InterLATA/Intrastate

0+ IXC Interstate

01+ IXC International

0- IntraLATA (Collect, 3rdPerson, Person to Person)

0- InterLATA/ Intrastate

0- Interstate

01- International

Intrastate Dial Around

Interstate Dial Around

P.I.C. Code 0 + All Carriers Available (1010XXX) +0

1-800-Call AT&T

1-800-Collect= MCI

1(800) Operator (Discount Collect) AT&T

800 MCI Access

800 SPRINT Access

800 MCI/ Worldcom Comm.

800 Retail (Subscriber)

800 Calling Cards (Prepaid/ Debt Cards)

950 MCI Access

950 SPRINT Access

800 IntraLATA (paid by RBOC)

800 Intrastate (Paid by IXC)

Provider Imposed Fees (P.I.F.) Pass through

IntraLATA RBOC COPT Compensation.

CPI pays commissions monthly on or before the twenty-eight day following receipt of statement of line and usage charges. CPI will provide LJCM on a monthly break down of all revenues produced from pay stations except for Dial Around Compensation, which will be provided to LJCM on a quarterly basis.

\*This is a current commission structure report. These numbers are not based on proposal commission structure.

Commission Date: 07/31/2009

Page No. 1

09/14/2009

COP SOFTWARE SYSTEMS  
COMMISSION SUMMARY REPORT

MASTER NUMBER	TELEPHONE NUMBER	BUSINESS NAME	ADDRESS	TOTAL REVENUE	TOTAL COMMISSION EXPENSE	COMMISSION CALCUTED	COMMISSION AMOUNT	TOTAL NET REVENUE	OWN/ MAN CHECK	PRINT
** CUSTOMER CODE - 90				0.00	0.00	0.00	0.00	0.00		
0	0			83.50	30.73	26.39	26.39	26.38		
2075	5026379112	101 E. Ormsby Avenue	101 E. Ormsby Avenue	46.00	31.06	7.47	7.47	7.47		
2001	5025839075	1014 S. Clay Street	1014 S. Clay Street	34.11	27.12	3.50	3.50	3.49		
2024	5025839094	1016 S. Jackson Street	1016 S. Jackson Str.	0.00	0.00	0.00	0.00	0.00		
2109	5027789323	1032 S. Western Pkwy.	1032 S. Western Pkwy	26.55	26.44	0.06	0.06	0.05		
2092	5027789216	1038 S. 32nd Street	1038 S. 32nd Street	0.00	0.00	0.00	0.00	0.00		
2063	5025829496	1038 S. 4th Street	1038 S. 4th Street	84.30	29.26	27.52	27.52	27.52		
2052	5024589408	1101 Bardstown Road	1101 Bardstown Road	0.00	0.00	0.00	0.00	0.00		
2053	5024589829	1101 Bardstown Road	1101 Bardstown Road	0.00	0.00	0.00	0.00	0.00		
2025	5026379035	1101 S. Shelby Street	1101 S. Shelby St.	0.00	0.00	0.00	0.00	0.00		
2081	5026379868	1138 E. Oak Street	1138 E. Oak Street	109.40	33.68	37.86	37.86	37.86		
2066	5025829800	1148 S. 4th Street	1148 S. 4th Street	75.05	28.43	23.31	23.31	23.31		
2064	5025829679	1163 S. 3rd Street	1163 S. 3rd Street	99.03	31.03	34.00	34.00	34.00		
2058	5025829036	1216 W. Broadway	1216 W. Broadway	0.00	0.00	0.00	0.00	0.00		
2076	5026379425	1244 S. 4th Street	1244 S. 4th Street	64.15	29.82	17.17	17.17	17.16		
2082	5026389133	1254 S. 2nd Street	1254 S. 2nd Street	66.00	27.33	19.34	19.34	19.33		
2049	5023639150	1316 Clara Avenue	1316 Clara Avenue	36.30	26.41	4.95	4.95	4.94		
2014	5026349308	1481 S. 7th Street	1481 S. 7th Street	0.00	0.00	0.00	0.00	0.00		
2074	5026379104	1481 S. Seventh St	1481 S. Seventh St	69.25	26.43	21.41	21.41	21.41		
2060	5027729638	1501 Dixie Highway	1501 Dixie Highway	72.61	27.57	22.52	22.52	22.52		
2061	5027768041	1501 Dixie Highway	1501 Dixie Highway	0.00	0.00	0.00	0.00	0.00		
2062	5025829307	1511 W. Oak Street	1511 W. Oak Street	0.00	0.00	0.00	0.00	0.00		
2120	5023648874	1524 Arcade Avenue		32.85	26.46	3.20	3.20	3.19		
2059	5025829594	1732 Rowan Street	1732 Rowan Street	67.15	26.41	20.37	20.37	20.37		
2017	5027748691	1804 Dixie Highway	1804 Dixie Highway	0.00	0.00	0.00	0.00	0.00		
2111	5027769472	1810 Standard Avenue	1810 Standard Avenue	0.00	0.00	0.00	0.00	0.00		
2019	5022129219	18TH & Broadway	1731 Broadway	79.15	27.59	25.78	25.78	25.78		
2048	5023619370	200 W. Amherst Avenue	200 W. Amherst Ave	32.55	26.69	2.93	2.93	2.93		
2083	5027769266	2007 W. Main Street	2007 W. Main Street	0.00	26.41	0.00	0.00	-26.41		
2098	5028979143	201 Reservoir Avenue Rd	201 Reservoir Ave Rd	51.30	26.61	12.35	12.35	12.34		
2123	5027768658	2100 Portland Avenue	2100 Portland Avenue	33.95	26.51	3.72	3.72	3.72		
2113	5027769392	2101 W. Jefferson Street	2101 W. Jefferson St							

COP SOFTWARE SYSTEMS  
COMMISSION SUMMARY REPORT

MASTER NUMBER	TELEPHONE NUMBER	BUSINESS NAME	ADDRESS	TOTAL REVENUE	TOTAL EXPENSE	COMMISSION CALCULATED	COMMISSION AMOUNT	TOTAL NET REVENUE	OWN/ MAN CHECK	PRINT
2070	5027748372	2108 Duncan Avenue	2108 Duncan Avenue	168.80	27.51	70.65	70.65	70.64		
2072	5027769171	2108 Duncan Avenue	2108 Duncan Avenue	79.75	30.19	24.78	24.78	24.78		
2015	5026348934	2200 S. Preston Street	2200 S. Preston St.	120.00	27.65	46.18	46.18	46.17		
2089	5027769435	2200 W. Market Street	2200 W. Market Stret	123.75	27.42	48.17	48.17	48.16		
2085	5027769357	2200 W. Muhammad Ali	2200 W. Muhammad Ali	37.65	26.61	5.52	5.52	5.52		
2077	5026379496	2221 Crittenden Drive	2221 Crittenden Drie	0.00	0.00	0.00	0.00	0.00		
2102	5025829809	225 S. 7th Street	225 S. 7th Street	3.50	26.41	0.00	0.00	-22.91		
2088	5027769374	2304 W. Market Street	2304 W. Market Stret	48.35	26.41	10.97	10.97	10.97		
2016	5027789132	2421 W. Market Street	2421 W. Market St	129.86	27.01	51.43	51.43	51.42		
2093	5027789290	2545 W. Jefferson Street	2545 W. Jefferson St	25.88	26.41	0.00	0.00	-0.53		
2110	5027769455	2600 Bank Stret	2600 Bank Street	63.50	28.71	17.40	17.40	17.39		
2118	5027789275	2626 Portland Avenue	2626 Portland Avenue	36.40	26.70	4.85	4.85	4.85		
2080	5026379684	2701 S. 4th Street	2701 S. 4th Street	137.06	26.41	55.33	55.33	55.32		
2090	5027789182	2733 W. Chestnut Street	2733 W. Chestnut St	44.05	26.41	8.82	8.82	8.82		
2023	5027748577	2806 Duncan Street	2806 Duncan Street	42.65	29.59	6.53	6.53	6.53		
2108	5026379824	2828 S. 4th Street	2828 S. 4th Street	65.61	26.68	19.47	19.47	19.46		
2012	5027786232	28TH & Broadway	2801 Broadway	27.95	26.41	0.77	0.77	0.77		
2095	5026378514	2911 Taylor Blvd	2911 Taylor Blvd	0.00	26.41	0.00	0.00	-26.41		
2051	5024569022	3008 Bardstown Road	3008 Bardstown Road	0.00	0.00	0.00	0.00	0.00		
2100	5025849244	301 Ohio Street	301 Ohio Street	0.00	0.00	0.00	0.00	0.00		
2086	5027769425	3125 Portland Avenue	3125 Portlan Avenue	53.35	26.43	13.46	13.46	13.46		
2087	5027789210	3127 Virginia Avenue	3127 Virginia Avenue	24.40	26.43	0.00	0.00	-2.03		
2097	5028969300	3238 Beals Branch Road	3238 Beals Branch Rd	0.00	0.00	0.00	0.00	0.00		
2122	5023638692	3315 Utah Avenue		54.25	26.82	13.72	13.72	13.71		
2096	5023619306	3459 Taylor Blvd	3459 Taylor Blvd	117.85	27.74	45.06	45.06	45.05		
2094	5028979077	3701 Lexington Road	3701 Lexington Road	0.00	0.00	0.00	0.00	0.00		
2047	5023619120	3701 Taylor Blvd	3701 Taylor Blvd	42.20	27.69	7.26	7.26	7.25		
2115	5023639653	3705 Manslick Road	3705 Manslick Road	0.00	0.00	0.00	0.00	0.00		
2121	5024488195	3915 Park Drive		92.30	27.39	32.46	32.46	32.45		
2056	5025849399	400 E. Broadway	400 E. Broadway	41.50	26.60	7.45	7.45	7.45		
2050	5023639661	4103 Taylor Blvd	4103 Taylor Blvd	49.26	27.27	11.00	11.00	10.99		
2055	5025849300	420 E. Market Street	420 E. Market Street	99.52	30.93	34.30	34.30	34.29		

COP SOFTWARE SYSTEMS  
COMMISSION SUMMARY REPORT

MASTER NUMBER	TELEPHONE NUMBER	BUSINESS NAME	ADDRESS	TOTAL REVENUE	TOTAL EXPENSE	COMMISSION CALCULATED	COMMISSION AMOUNT	TOTAL NET REVENUE	OWN/ MAN CHECK	PRINT
2091	5027789200	4509 W. Market Street	4509 W. Market St	40.55	26.60	6.98	6.98	6.97		
2112	5027789102	453 S. 32nd Street	453 S. 32nd Street	64.79	26.49	19.15	19.15	19.15		
2084	5027769342	4600 W. Broadway	4600 W. Broadway	37.15	26.45	5.35	5.35	5.35		
2011	5026341648	4TH & Oak (BY CHURCH)	1201 S. 4TH ST.	173.80	26.41	73.69	73.69	73.70		
2067	5025849606	500 S. 5th Street	500 S. 5th Street	0.00	0.00	0.00	0.00	0.00		
2117	5023808403	5300 S 3rd Street	5300 S. 3rd Street	29.85	26.51	1.67	1.67	1.67		
2101	5025829276	603 W. Jefferson Street	603 W. Jefferson St	0.50	26.41	0.00	0.00	-25.91		
2104	5025839114	622 W. Market Street	622 W. Market Street	68.55	36.22	16.17	16.17	16.16		
2073	5027789109	676 S. 27th Street	676 S. 27th Street	40.95	26.79	7.08	7.08	7.08		
2071	5027769167	693 S. 28th Street	693 S. 28th Street	58.00	26.45	15.78	15.78	15.77		
2065	5025829799	737 S. 2nd Sreet	737 S. 2nd Street	106.00	38.87	33.57	33.57	33.56		
2106	5025829449	741 E. Oak Street	741 E. Oak Street	0.00	0.00	0.00	0.00	0.00		
2119	5025828932	748 S Preston Street	748 S. Preston St	0.00	0.00	0.00	0.00	0.00		
2103	5025829180	929 S. 6th Street	929 S. 6th Street	0.00	0.00	0.00	0.00	0.00		
2069	5025829651	931 Dixie Highway	931 Dixie Highway	0.00	0.00	0.00	0.00	0.00		
2054	5025829410	962 Baxter Avenue	962 Baxter Avenue	0.00	0.00	0.00	0.00	0.00		
2000	5022129200	Bardstown Rd. & Winter Av.	1108 Bardstown Rd.	0.00	0.00	0.00	0.00	0.00		
2026	5024589019	Bus Stop	Eastern Pkwy.	55.60	27.98	13.81	13.81	13.81		
2020	5025899383	City Hall	601 W. Jefferson St	75.20	28.73	23.24	23.24	23.23		
2124	5025819035	City of Louisville	333 S. Preston St	31.35	27.13	2.11	2.11	2.11		
2002	5027789529	Dixie & Broadway	1800 Broadway	110.80	26.41	42.20	42.20	42.19		
2021	5027788629	Market St. & Amy	228 Amy St.	72.05	26.41	22.82	22.82	22.82		
2078	5029429178	Otter Creek @ Campground	1750 Otter Creek Pk	0.00	0.00	0.00	0.00	0.00		
2068	5029429015	Otter Creek Park	1950 Otter Creek Pk	0.00	0.00	0.00	0.00	0.00		
** Subtotal **				3857.73	1696.09	1133.05	1133.05	1028.59		
*** Total ***				3857.73	1696.09	1133.05	1133.05	1028.59		

\*See example of pooled plan commission on next page.

## MONTHLY COMMISSION EXAMPLE:

Based on CPI's Proposed Commission Structure

MONTH	TOTAL RVENUE	TOTAL EXPENSE'S	REMAINING	COMMISSION
MAY, 2009 50%	\$4,007.96	\$1,771.72	\$2,236.24	\$1,118.12
MAY, 2009 30%	\$4,007.96	\$1,771.72	\$2,236.24	\$670.87
JUNE, 2009 50%	\$3,655.78	\$1,786.77	\$1,869.01	\$934.51
JUNE, 2009 30%	\$3,655.78	\$1,786.77	\$1,869.01	\$560.70
JULY, 2009 50%	\$3,857.73	\$1,696.09	\$2,161.64	\$1,080.82
JULY, 2009 30%	\$3,857.73	\$1,696.09	\$2,161.64	\$648.49
ADJUSTMENTS				
Total of 3 Months Service Commission Structure				

\*Dial Around Commission is paid Quarterly and is 3 months behind. Adjustment's will be made according to CPI's Commission Structure.

\*This is a current commission structure report. These numbers are not based on proposed commission structure.

Commission Date: 07/31/2009

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COP SOFTWARE SYSTEMS  
DETAILED COMMISSION SUMMARY REPORT

MASTER NUMBER	TELEPHONE NUMBER	BUSINESS NAME	ADDRESS	COLLECTION REVENUE	AOS REVENUE	O+ REVENUE	D-AROUND REVENUE	TOTAL REVENUE	TELCO CHARGES
** CUSTOMER CODE - 90				0.00	0.00	0.00	0.00	0.00	0.00
0	0			83.50	0.00	0.00	0.00	83.50	26.41
2075	5026379112	101 E. Ormsby Avenue	101 E. Ormsby Avenue	46.00	0.00	0.00	0.00	46.00	26.41
2001	5025839075	1014 S. Clay Street	1014 S. Clay Street	32.75	1.36	0.00	0.00	34.11	26.41
2024	5025839094	1016 S. Jackson Street	1016 S. Jackson Str.	0.00	0.00	0.00	0.00	0.00	0.00
2109	5027789323	1032 S. Western Pkwy.	1032 S. Western Pkwy	26.55	0.00	0.00	0.00	26.55	26.41
2092	5027789216	1038 S. 32nd Street	1038 S. 32nd Street	0.00	0.00	0.00	0.00	0.00	0.00
2063	5025829496	1038 S. 4th Street	1038 S. 4th Street	84.30	0.00	0.00	0.00	84.30	27.22
2052	5024589408	1101 Bardstown Road	1101 Bardstown Road	0.00	0.00	0.00	0.00	0.00	0.00
2053	5024589829	1101 Bardstown Road	1101 Bardstown Road	0.00	0.00	0.00	0.00	0.00	0.00
2025	5026379035	1101 S. Shelby Street	1101 S. Shelby St.	0.00	0.00	0.00	0.00	0.00	0.00
2081	5026379868	1138 E. Oak Street	1138 E. Oak Street	109.40	0.00	0.00	0.00	109.40	26.41
2066	5025829800	1148 S. 4th Street	1148 S. 4th Street	75.05	0.00	0.00	0.00	75.05	26.41
2064	5025829679	1163 S. 3rd Street	1163 S. 3rd Street	89.50	9.53	0.00	0.00	99.03	26.41
2058	5025829036	1216 W. Broadway	1216 W. Broadway	0.00	0.00	0.00	0.00	0.00	0.00
2076	5026379425	1244 S. 4th Street	1244 S. 4th Street	64.15	0.00	0.00	0.00	64.15	26.41
2082	5026389133	1254 S. 2nd Street	1254 S. 2nd Street	66.00	0.00	0.00	0.00	66.00	27.22
2049	5023639150	1316 Clara Avenue	1316 Clara Avenue	36.30	0.00	0.00	0.00	36.30	26.41
2014	5026349308	1481 S. 7th Street	1481 S. 7th Street	0.00	0.00	0.00	0.00	0.00	0.00
2074	5026379104	1481 S. Seventh St	1481 S. Seventh St	69.25	0.00	0.00	0.00	69.25	26.41
2060	5027729638	1501 Dixie Highway	1501 Dixie Highway	71.25	1.36	0.00	0.00	72.61	26.41
2061	5027768041	1501 Dixie Highway	1501 Dixie Highway	0.00	0.00	0.00	0.00	0.00	0.00
2062	5025829307	1511 W. Oak Street	1511 W. Oak Street	0.00	0.00	0.00	0.00	0.00	0.00
2120	5023648874	1524 Arcade Avenue		32.85	0.00	0.00	0.00	32.85	26.41
2059	5025829594	1732 Rowan Street	1732 Rowan Street	67.15	0.00	0.00	0.00	67.15	26.41
2017	5027748691	1804 Dixie Highway	1804 Dixie Highway	0.00	0.00	0.00	0.00	0.00	0.00
2111	5027769472	1810 Standard Avenue	1810 Standard Avenue	0.00	0.00	0.00	0.00	0.00	0.00
2019	5022129219	18TH & Broadway	1731 Broadway	79.15	0.00	0.00	0.00	79.15	27.22
2048	5023619370	200 W. Amherst Avenue	200 W. Amherst Ave	32.55	0.00	0.00	0.00	32.55	26.41
2083	5027769266	2007 W. Main Street	2007 W. Main Street	0.00	0.00	0.00	0.00	0.00	26.41
2098	5028979143	201 Reservoir Avenue Rd	201 Reservoir Ave Rd	51.30	0.00	0.00	0.00	51.30	26.41
2123	5027768658	2100 Portland Avenue	2100 Portland Avenue	33.95	0.00	0.00	0.00	33.95	26.41
2113	5027769392	2101 W. Jefferson Street	2101 W. Jefferson St						

COP SOFTWARE SYSTEMS  
DETAILED COMMISSION SUMMARY REPORT

MASTER NUMBER	TELEPHONE NUMBER	BUSINESS NAME	ADDRESS	COLLECTION REVENUE	AOS REVENUE	O+ D-AROUND REVENUE	REVENUE	TOTAL REVENUE	TELCO CHARGES
2070	5027748372	2108 Duncan Avenue	2108 Duncan Avenue	168.80	0.00	0.00	0.00	168.80	26.41
2072	5027769171	2108 Duncan Avenue	2108 Duncan Avenue	79.75	0.00	0.00	0.00	79.75	26.41
2015	5026348934	2200 S. Preston Street	2200 S. Preston St.	120.00	0.00	0.00	0.00	120.00	26.41
2089	5027769435	2200 W. Market Street	2200 W. Market Street	123.75	0.00	0.00	0.00	123.75	26.41
2085	5027769357	2200 W. Muhammad Ali	2200 W. Muhammad Ali	37.65	0.00	0.00	0.00	37.65	26.41
2077	5026379496	2221 Crittenden Drive	2221 Crittenden Drive	0.00	0.00	0.00	0.00	0.00	0.00
2102	5025829809	225 S. 7th Street	225 S. 7th Street	3.50	0.00	0.00	0.00	3.50	26.41
2088	5027769374	2304 W. Market Street	2304 W. Market Street	48.35	0.00	0.00	0.00	48.35	26.41
2016	5027789132	2421 W. Market Street	2421 W. Market St	129.86	0.00	0.00	0.00	129.86	26.41
2093	5027789290	2545 W. Jefferson Street	2545 W. Jefferson St	14.75	11.13	0.00	0.00	25.88	26.41
2110	5027769455	2600 Bank Street	2600 Bank Street	63.50	0.00	0.00	0.00	63.50	26.41
2118	5027789275	2626 Portland Avenue	2626 Portland Avenue	36.40	0.00	0.00	0.00	36.40	26.41
2080	5026379684	2701 S. 4th Street	2701 S. 4th Street	129.65	7.41	0.00	0.00	137.06	26.41
2090	5027789182	2733 W. Chestnut Street	2733 W. Chestnut St	44.05	0.00	0.00	0.00	44.05	26.41
2023	5027748577	2806 Duncan Street	2806 Duncan Street	42.65	0.00	0.00	0.00	42.65	26.41
2108	5026379824	2828 S. 4th Street	2828 S. 4th Street	62.90	2.71	0.00	0.00	65.61	26.41
2012	5027786232	28TH & Broadway	2801 Broadway	27.95	0.00	0.00	0.00	27.95	26.41
2095	5026378514	2911 Taylor Blvd	2911 Taylor Blvd	0.00	0.00	0.00	0.00	0.00	26.41
2051	5024569022	3008 Bardstown Road	3008 Bardstown Road	0.00	0.00	0.00	0.00	0.00	0.00
2100	5025849244	301 Ohio Street	301 Ohio Street	0.00	0.00	0.00	0.00	0.00	0.00
2086	5027769425	3125 Portland Avenue	3125 Portlan Avenue	53.35	0.00	0.00	0.00	53.35	26.41
2087	5027789210	3127 Virginia Avenue	3127 Virginia Avenue	24.40	0.00	0.00	0.00	24.40	26.41
2097	5028969300	3238 Beals Branch Road	3238 Beals Branch Rd	0.00	0.00	0.00	0.00	0.00	0.00
2122	5023638692	3315 Utah Avenue		54.25	0.00	0.00	0.00	54.25	26.41
2096	5023619306	3459 Taylor Blvd	3459 Taylor Blvd	117.85	0.00	0.00	0.00	117.85	27.22
2094	5028979077	3701 Lexington Road	3701 Lexington Road	0.00	0.00	0.00	0.00	0.00	0.00
2047	5023619120	3701 Taylor Blvd	3701 Taylor Blvd	42.20	0.00	0.00	0.00	42.20	27.22
2115	5023639653	3705 Manslick Road	3705 Manslick Road	0.00	0.00	0.00	0.00	0.00	0.00
2121	5024488195	3915 Park Drive		92.30	0.00	0.00	0.00	92.30	26.41
2056	5025849399	400 E. Broadway	400 E. Broadway	41.50	0.00	0.00	0.00	41.50	26.41
2050	5023639661	4103 Taylor Blvd	4103 Taylor Blvd	47.90	1.36	0.00	0.00	49.26	27.22
2055	5025849300	420 E. Market Street	420 E. Market Street	91.35	8.17	0.00	0.00	99.52	26.41

COP SOFTWARE SYSTEMS  
DETAILED COMMISSION SUMMARY REPORT

MASTER NUMBER	TELEPHONE NUMBER	BUSINESS NAME	ADDRESS	COLLECTION REVENUE	AOS REVENUE	O+ D-AROUND REVENUE	REVENUE	TOTAL REVENUE	TELCO CHARGES
2091	5027789200	4509 W. Market Street	4509 W. Market St	40.55	0.00	0.00	0.00	40.55	26.41
2112	5027789102	453 S. 32nd Street	453 S. 32nd Street	21.15	43.64	0.00	0.00	64.79	26.41
2084	5027769342	4600 W. Broadway	4600 W. Broadway	37.15	0.00	0.00	0.00	37.15	26.41
2011	5026341648	4TH & Oak (BY CHURCH)	1201 S. 4TH ST.	173.80	0.00	0.00	0.00	173.80	26.41
2067	5025849606	500 S. 5th Street	500 S. 5th Street	0.00	0.00	0.00	0.00	0.00	0.00
2117	5023808403	5300 S 3rd Street	5300 S. 3rd Street	29.85	0.00	0.00	0.00	29.85	26.41
2101	5025829276	603 W. Jefferson Street	603 W. Jefferson St	0.50	0.00	0.00	0.00	0.50	26.41
2104	5025839114	622 W. Market Street	622 W. Market Street	68.55	0.00	0.00	0.00	68.55	26.41
2073	5027789109	676 S. 27th Street	676 S. 27th Street	40.95	0.00	0.00	0.00	40.95	26.41
2071	5027769167	693 S. 28th Street	693 S. 28th Street	58.00	0.00	0.00	0.00	58.00	26.41
2065	5025829799	737 S. 2nd Sreet	737 S. 2nd Street	106.00	0.00	0.00	0.00	106.00	26.41
2106	5025829449	741 E. Oak Street	741 E. Oak Street	0.00	0.00	0.00	0.00	0.00	0.00
2119	5025828932	748 S Preston Street	748 S. Preston St	0.00	0.00	0.00	0.00	0.00	0.00
2103	5025829180	929 S. 6th Street	929 S. 6th Street	0.00	0.00	0.00	0.00	0.00	0.00
2069	5025829651	931 Dixie Highway	931 Dixie Highway	0.00	0.00	0.00	0.00	0.00	0.00
2054	5025829410	962 Baxter Avenue	962 Baxter Avenue	0.00	0.00	0.00	0.00	0.00	0.00
2000	5022129200	Bardstown Rd.& Winter Av.	1108 Bardstown Rd.	0.00	0.00	0.00	0.00	0.00	0.00
2026	5024589019	Bus Stop	Eastern Pkwy.	55.60	0.00	0.00	0.00	55.60	27.22
2020	5025899383	City Hall	601 W. Jefferson St	75.20	0.00	0.00	0.00	75.20	26.41
2124	5025819035	City of Louisville	333 S. Preston St	31.35	0.00	0.00	0.00	31.35	26.41
2002	5027789529	Dixie & Broadway	1800 Broadway	110.80	0.00	0.00	0.00	110.80	26.41
2021	5027788629	Market St. & Amy	228 Amy St.	72.05	0.00	0.00	0.00	72.05	26.41
2078	5029429178	Otter Creek @ Campground	1750 Otter Creek Pk	0.00	0.00	0.00	0.00	0.00	0.00
2068	5029429015	Otter Creek Park	1950 Otter Creek Pk	0.00	0.00	0.00	0.00	0.00	0.00
** Subtotal **				3771.06	86.67	0.00	0.00	3857.73	1616.68
*** Total ***				3771.06	86.67	0.00	0.00	3857.73	1616.68

COMMONWEALTH PAYPHONES, INC.  
 COMMISSION DATE: 07/1/2009  
 JULY COMMISSION  
 COP SOFTWARE SYSTEMS  
 COMMISSION SUMMARY REPORT

MASTER NUMBER	TELEPHONE NUMBER	BUSINESS NAME	ADDRESS	TOTAL REVENUE	TOTAL EXPENSE	COMMISSION CALCULATED	COMMISSION AMOUNT	TOTAL NET REVENUE
2001	5025839075	1014 S. Clay Street	1014 S. Clay Street	46.00	31.06	7.47	7.47	99.57
2002	5027789529	Dixie & Broadway	1800 Broadway	110.80	26.41	42.20	42.20	42.19
2011	5026341648	4th & Oak (By Church)	1201 S. 4th Street	173.80	26.41	73.70	73.70	73.69
2012	5027786232	28th & Broadway	2801 Broadway	27.95	26.41	0.77	0.77	0.77
2015	5026348934	2200 S. Preston Street	2200 S. Preston Street	120.00	27.65	46.18	46.18	46.17
2020	5025899383	City Hall	601 W. Jefferson Street	75.20	28.73	23.24	23.24	23.23
2021	5027788629	Market St & Army	228 Amy Street	72.05	26.41	22.82	22.82	22.82
2023	5027748577	2806 Duncan Street	2806 Duncan Street	42.65	29.59	6.53	6.53	6.53
2024	5025839094	1016 S. Jackson Street	1016 S. Jackson Street	34.11	27.12	3.50	3.50	6.49
2026	5024589019	Bus Stop	Corner of Eastern Pkwy & Bardstown Road	55.60	27.98	13.81	13.81	13.81
2047	5023619120	3701 Taylor Blvd	3701 Taylor Blvd	42.20	27.69	7.26	7.26	7.25
2048	5023619370	200 W. Amherst Avenue	200 W. Amherst Avenue	79.15	27.59	25.78	25.78	25.78
2049	5023639150	1316 Clara Avenue	1316 Clara Avenue	66.00	27.33	19.34	19.34	19.33
2050	5023639661	4103 Taylor Blvd	4103 Taylor Blvd.	49.26	27.27	11.00	11.00	10.99
2052	5024589408	1101 Bardstown Road	1101 Bardstown Road	84.30	29.26	27.52	27.52	27.52
2055	5025849300	420 E. Market Street	420 E. Market Street	99.52	30.93	34.30	34.30	34.29
2056	5025849399	400 E. Broadway	400 E. Broadway	41.50	26.60	7.45	7.45	7.45
2058	5025829036	1216 W. Broadway	1216 W. Broadway	99.03	31.03	34.00	34.00	34.00
2059	5025829594	1732 Rowan Street	1732 Rowan Street	32.85	26.46	3.20	3.20	3.19
2060	5027729638	1501 Dixie Highway	1501 Dixie Highway	69.25	26.43	21.41	21.41	21.41
2061	5027768041	1501 Dixie Highway	1501 Dixie Highway	72.61	27.57	22.52	22.52	22.52
2064	5025829679	1163 S. 3rd Street	1163 S. 3rd Street	75.05	28.43	23.31	23.31	23.31
2065	5025829799	737 S. 2nd Street	737 S. 2nd Street	106.00	38.87	33.57	33.57	33.56
2066	5025829800	1148 S. 4th Street	1148 S. 4th Street	109.40	33.68	37.86	37.86	37.86
2070	5027748372	2108 Duncan Avenue	2108 Duncan Avenue	168.80	27.51	70.65	70.65	70.64
2071	5027769167	693 S. 28th Street	693 S. 28th Street	58.00	26.45	15.78	15.78	15.77

2072	5027769171	2108 Duncan Avenue	2108 Duncan Avenue	79.75	30.19	24.78	24.78	24.78	24.78
2073	5027789109	676 S. 27th Street	676 S. 27th Street	40.95	26.79	7.08	7.08	7.08	7.08
2075	5026379112	101 E. Ormsby Avenue	101 E. Ormsby Avenue	83.50	30.73	26.39	26.39	26.39	26.38
2076	5026379425	1244 S. 4th Street	1244 S. 4th Street	137.06	26.41	55.33	55.33	55.33	55.32
2080	5026379684	2701 S. 4th Street	2701 S. 4th Street	137.06	26.41	55.33	55.33	55.33	55.32
2082	5026389133	1254 S. 2nd Street	1254 S. 2nd Street	64.15	29.82	17.17	17.17	17.17	17.16
2083	5027769266	2007 W. Main Street	2007 W. Main Street	32.55	26.69	2.93	2.93	2.93	2.93
2084	5027769342	4600 W. Broadway	4600 W. Broadway	37.15	26.45	5.35	5.35	5.35	5.35
2085	5027769357	2200 W. Muhammad Ali	2200 W. Muhammad Ali	37.65	26.61	5.52	5.52	5.52	5.52
2086	5027769425	3125 Portland Avenue	3125 Portland Avenue	53.35	26.43	13.46	13.46	13.46	13.46
2087	5027789210	3127 Virginia Avenue	3127 Virginia Avenue	24.40	26.43	0.00	0.00	0.00	-2.03
2088	5027769374	2304 W. Market Street	2304 W. Market Street	48.35	26.41	10.97	10.97	10.97	10.97
2089	5027769435	2200 W. Market Street	2200 W. Market Street	123.75	27.42	48.17	48.17	48.17	48.16
2090	5027789182	2733 W. Chestnut Street	2733 W. Chestnut Street	44.05	26.41	8.82	8.82	8.82	8.82
2091	5027789209	4509 W. Market Street	4509 W. Market Street	40.55	26.60	6.98	6.98	6.98	6.97
2092	5027789216	1038 S. 32nd Street	1038 S. 32nd Street	26.55	26.44	0.05	0.05	0.05	0.06
2093	5027789290	2545 W. Jefferson Street	2545 W. Jefferson Street	25.88	26.41	0.00	0.00	0.00	-0.53
2095	5026378514	2911 Taylor Blvd.	2911 Taylor Blvd.	0.00	26.41	0.00	0.00	0.00	-26.41
2096	5023619306	3459 Taylor Blvd	3459 Taylor Blvd	117.85	27.74	45.06	45.06	45.06	45.05
2098	5028979143	201 Reservoir Avenue Rd	201 Reservoir Avenue Road	0.00	26.41	0.00	0.00	0.00	-26.41
2101	5025829276	603 W. Jefferson Street	603 W. Jefferson Street	0.50	26.41	0.00	0.00	0.00	-25.91
2102	5025829809	225 S. 7th Street	225 S. 7th Street	3.50	26.41	0.00	0.00	0.00	-22.91
2104	5025839114	622 W. Market Street	622 W. Market Street	68.55	36.22	16.17	16.17	16.17	16.16
2108	5026379824	2828 S. 4th Street	2828 S. 4th Street	65.61	26.68	19.47	19.47	19.47	19.46
2110	5027769455	2600 Bank Street	2600 Bank Street	63.50	28.71	17.40	17.40	17.40	17.39
2112	5027789102	453 S. 32nd Street	453 S. 32nd Street	64.79	26.49	19.15	19.15	19.15	19.15
2113	5027769392	2101 W. Jefferson Street	2101 W. Jefferson Street	33.95	26.51	3.72	3.72	3.72	3.72
2118	5027789275	2626 Portland Avenue	2626 Portland Avenue	36.40	26.70	4.85	4.85	4.85	4.85
2121	5024488195	3915 Park Drive	3915 Park Drive	92.30	27.39	32.46	32.46	32.46	32.45
2122	5023638692	3315 Utah Avenue	3315 Utah Avenue	54.25	26.82	13.72	13.72	13.72	13.71
2123	5027768658	2100 Portland Avenue	2100 Portland Avenue	51.30	26.61	12.35	12.35	12.35	12.34
2124	5025819035	333 S. Preston Street	333 S. Preston Street	31.35	27.13	2.11	2.11	2.11	2.11
			TOTAL	3731.63	1616.16	1109.96	1109.96	1109.96	1100.61

LOUISVILLE JEFFERSON METRO COUNTY DIAL AROUND QUARTERLY SAMPLE REPORT

PHONE NUMBER	LOCATION	COMPENSATION	%	DIAL AROUND
502-111-1111	123 Smith Lane	97.68	50	48.84
502-222-2222	123 Jones Lane	125.76	50	62.88
502-333-3333	124 Mays Lane	23.52	50	11.76
502-444-4444	134 Faye Lane	89.04	50	44.52
502-555-5555	235 Webb Road	129.36	50	64.68
502-666-6666	378 Cox Drive	101.52	50	50.76
502-777-7777	789 Jane Road	145.20	50	72.6
502-888-8888	111 Smith Road	145.20	50	72.6
502-999-9999	333 Jones Drive	109.68	50	54.84
502-123-4567	345 Faye Street	148.08	50	74.04
502-234-5678	121 Jose Drive	115.68	50	57.84
502-000-0000	000 Sample Drive	112.00	50	56.00
502-707-7777	777 Gene Drive	66.66	50	33.33
502-777-6666	788 Jane Road	78.00	50	39.00
502-999-0000	789 Smith Drive	76.89	50	38.45
502-919-1111	919 Angus Road	99.99	50	50.00
502-616-6666	616 Pepsi Road	109.00	50	54.50
502-789-2222	222 Coke Road	35.00	50	17.50
502-414-3133	414 Mary Drive	33.33	50	16.67
502-101-0000	101 Jakob Drive	55.55	50	27.78
502-314-1234	314 Debbie Drive	56.45	50	28.23
502-515-0000	515 Kailey Drive	75.00	50	37.50
502-000-1234	799 Steve Road	23.00	50	11.50
		2051.59		1025.82

\*Dial Around Compensation will be paid, based upon percentage paid per month.



## Custom Order Authorization Form

AUTO 211



SMARTCALL



**LOCAL CALLS**

**50¢**

FOR 15 MINUTES

INCOMING CALLS 25¢ FOR 10 MINUTES

CHANGE NOT PROVIDED

Dial "00" to use:

**10¢ per Minute Anywhere in the USA**

COIN CALLS

**REFUND/REPAIR 1-877-241-3382**  
SERVICIO REEMBOLSO

**Discount Collect Calls 1-888-NO COINS**

*Proudly Serving The Louisville Metro Community*

<p>This Payphone Location is: <b>Under long term contract</b></p> <p>Owned and operated by: <b>Commonwealth Payphones, Inc.</b> P.O. Box 991323 Louisville, KY 40269</p>	<p>State Public Service Commission: Kentucky Public Service Commission 211 Sower Boulevard Frankfort, KY 40602</p> <p>Complaints regarding operator services may be directed to: Federal Communications Commission 445 12th Street, S.W. Washington D.C. 20554</p>	<p>Dial "00" to use: </p> <p><b>DIRECTORY ASSISTANCE- 411</b> (informacion) Local Area Code- Dial 411 Dentro de este código de area</p> <p>Long Distance- Larga distancia 1 + Area Code + 555-1212</p> <p>211- Community Info/Referral Service 311- Metro Call 511- Travel Info 711- Telecom Relay Service 811- Before You Dig Refund/Repair - 1-877-241-3382</p> <p><b>WARNING:</b> According to Federal Law, it is a felony to open the body of a public telephone to cause damage to the telephone or to make its wires inoperative. Conviction can result in imprisonment and a \$5,000.00 fine.</p> <p>You have the right to select the long distance carrier of your choice. Follow your carrier's instructions. For rates, billing and service disputes, write or call the carrier's shown below:</p>
<p><b>Coin Calls</b></p> <p>Local Calls Dial Number or Area Code + Number</p> <p>Long Distance Dial 1 + Area Code + Number</p> <p>International Dial 011 + Country + City + Number</p>	<p><b>DISCOUNT COLLECT CALLS</b></p> <p><b>1-888-NO-COINS</b> <b>1-888-00-28487</b></p>	<p><b>Free Calls</b></p> <p>Emergency 911</p> <p>Local Operator '0'</p> <p>Long Distance Operator '00'</p> <p>For Long Distance Rate Quotes '00'</p>
<p><b>Credit Card and Calling Card Calls</b></p> <p>Outside this area code 0 + Area Code + Number</p> <p>Within this area code 0 + Number</p> <p>Wait for special tone and then dial credit or calling card number</p>		<p>Long Distance provided by: TNCI 2 Charles Gate West Rockport, MA 02215</p> <p>Operator Service provided by: NCIC P.O. Box 551 Long View, TX 75691</p> <p>Local calls carried by: ECI 5405 Jimmy Carter #302 Norcross, GA 30091</p>



## Automated Payphone Customer Service

### Auto 211 System Vendor Defined/Modifiable Features

The automated ANI loading system also provides the following user settable limits:

#### ● ANI loading system

Use the automated ANI loading system to add, delete, group with another payphone and check if an ANI is in the system. All changes generate a confirmation e-mail to the PSP.

#### ● Lock exempt

Remove locking features on an ANI or complete site on a permanent basis or from 1-4 weeks. This will remove call completion limits and locks. Care should be used with this feature to avoid excessive abuse.

#### ● Full lock

Vendor apply a full lock on a site which might be generating too many tickets or for other reasons. This feature can be applied permanently or from 1-4 weeks.

#### ● Partial lock

Allows the vendor to remove the call completion feature and only allows trouble ticket and refund for an ANI or site. Also, permanently or from 1-4 weeks.

#### ● Modify weekly courtesy call limit

The default courtesy call completion limit per site is set at 2 per week. Once this limit is reached, the site goes into a partial lock mode allowing trouble ticket and refunds only for a one week "probation" period. The user can modify the amount of calls per ANI or site per week to any amount desired.

#### ● E-mail confirmation

All modifications generate an e-mail confirmation to the PSP with the specific information about the change made.

#### ● Verify ANI status

Informs of the permanent site status: 1. Default 2. Full lock 3. Lock exempt 4. Partial lock



## Automated Payphone Customer Service

### Auto 211 System Reports

#### ● Daily activity reports

Daily activity reports are sent by E-mail to PSP. The PSP has the option to also receive an Excel format worksheet with the daily activity information.

#### ● End of the month reports

End of the month reports are sent showing a summary of all activity. This will allow the PSP to decide if any modifications to the class of service must be made to adjust to any payphones with excessive amounts of tickets

### Other features

#### ● Custom greeting

The system will greet the caller with the name of your company at no additional cost.

#### ● Bilingual

The system allows caller to select Spanish for the instructions on the service

#### ● Internal account monitoring

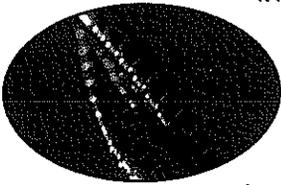
We monitor excessive activity on specific ANIs and apply restrictions on courtesy calls to limit or completely eliminate this option on a permanent or temporary basis.

Innovation + Durability = Reliability

# Flash 7000

CHASSIS

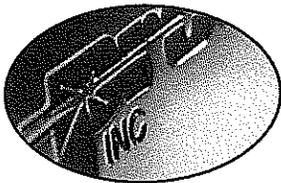
As the foundation of Protel's line of smart payphones, the Flash 7000 chassis offers a feature-rich smartphone at an affordable price. The Flash 7000 smart chassis combines microprocessor-based intelligence with a modular design to adapt to the challenges of a diversifying payphone industry. In fact, it sets the standard for the industry with built-in troubleshooting processes, custom integrated circuits for the most versatile circuitry available and a corrosion resistant enclosure to protect the electronics. The addition of plug-in option boards allows payphone providers to tailor the Flash 7000 to fit their specific needs.



Protel's Flash 7000 chassis boasts state-of-the-art flash memory technology. This reliable new technology provides eight megabits of storage capacity. This additional storage capacity allows more space for memory intensive features, such as Protel's new Charge-A-Port™ or TeleVoice™ products.

The surface mount technology utilized on the Flash 7000 chassis delivers better reliability and consumes less power, resulting in longer battery life.

## Features:



- **In-Service Ability to Upgrade**

Special chassis design provides an affordable, feature-rich base unit, which allows the addition of optional plug-in electronic circuits to enhance capabilities as needed without removing the telephone from service.

- **New Flash Memory Technology**

This technology incorporates a flash design, which has eight megabits of storage capacity. This allows more space for memory intensive features such as Protel's new Charge-A-Port™ or TeleVoice™ products. It also allows for room to make future firmware changes to continually adapt to the changing telecommunications environment. When this chassis is combined with our Ascension® housing the features include multiple languages, scrolling messages on the display and function button applications.

- **Least Cost Routing/Call Profit Maximization/Call Rerouting Capability**

Utilize multiple carriers and Operator Service Providers (OSPs) to route long distance calls to the least-cost carrier and operator-assisted calls to the OSP offering the best options in commissions and services.

- **Protective Cover**

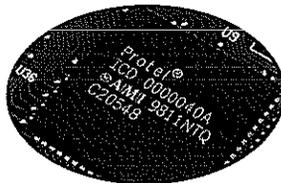
Surrounds components to protect electronic devices from mishandling, abuse and unintentional damage.

- **Surface Mount Technology**

Allows better reliability. It also consumes less power, resulting in longer battery life.

- **Smart Data Port**

Available with programmable data port for added customer convenience and enhanced route operator revenue.



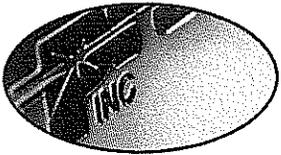
Innovation + Durability = Reliability

# Corporate Profile

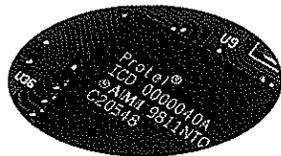
PROTEL,® INC.

*At Protel, Innovation is our business. Relying on engineering expertise and the entrepreneurial spirit, Protel continues to develop products that offer unique business solutions to meet our customer's needs. Our wide variety of products and services, which include public pay telephones, controlled monitoring devices and telemetry systems, management software, coin, credit, and chip card payment devices, test equipment and related accessories have proven to supply years of consistent operation. With over 20 years of experience, our customers can remain confident that Protel will continue to incorporate the highest degree of reliability, performance, and innovation into all current and future product offerings. This commitment is an ongoing process at Protel, and our ISO9001 certification is a testament of our dedication to quality and to our customers.*

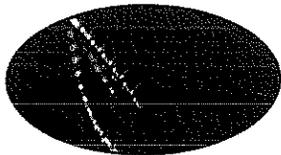
## THE HISTORY THAT IS BUILDING THE FUTURE



Founded in 1983, Protel introduced its first electronic payphone kits to North American regional telephone companies and quickly became an industry standard. One year later Protel unveiled the first line-powered 'smart' payphone retrofit kit. This innovative product allowed independent payphone operators the ability to capture new market opportunities granted by the 1984 FCC order permitting privately owned payphones access to the existing telephone network. The success of this product earned Protel recognition by INC. Magazine as one of America's 500 fastest-growing companies. In 1989, with aggressive plans for continued growth, Protel merged with Indel®, Inc, a conglomerate of more than 50 firms worldwide. This merger provided Protel with the resources needed to become a leader in the public telecommunications industry.



To compliment its already successful retrofit kits and management software, Protel launched its own line of paystation housings and components in 1992. With this vertical integration, Protel now had the flexibility to meet demands for a high quality product line that adapts to unique configurations and new technologies. This important step gave Protel the added dimension needed to compete effectively in the international arena. The efficiencies afforded by Protel's management systems and reliable paystations led to the installation and operation of over one million Protel phones in more than 70 countries around the globe. This impressive record of accomplishment firmly established Protel as the leading route management and payphone manufacturer in North America.



Seeking new avenues for continued growth, in 2000 Protel launched the development of a new line of telemetry systems. These new systems made it possible for Protel to offer the same business solutions to other industries that its payphone customers have grown to rely upon. In 2001, Protel introduced its first venture into the vending industry by providing a remote telemetry system using the public telephone network. This new concept gained immediate recognition from within the vending industry by providing benefits and efficiencies that operators in today's market require. True to an established history of achievement, Protel continues to explore technological solutions that work.

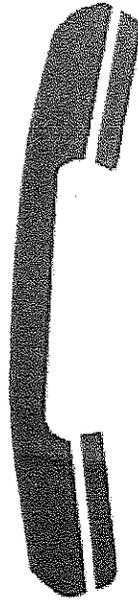
Headquartered in Lakeland, Florida, Protel's 50,000 square foot facility provides for Management Offices, Engineering Labs, Research and Development, Final Assembly, Quality Control, Operations and Sales Offices. In addition, Protel's 120,000 square foot Manufacturing Facility, located in mainland China, serves to provide the additional capacity required to meet customer demand.

**Protel**®

Innovation is our business

Protel,® is a registered trademark of Protel,® Inc. © 2004 Protel,® Inc.  
Protel,® Inc. reserves the right to change product literature and specifications without further notice. All rights reserved. 2-04

**Phone**



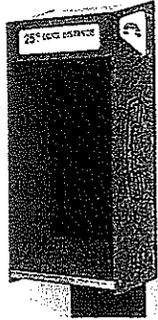
# TELECOM PRODUCTS, INC.

1120 B. N. FIRST STREET  
GARLAND, TEXAS 75040

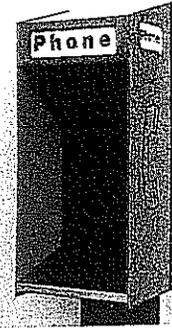
(800) 460-2646

(972) 276-2901

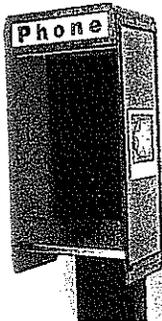
(972) 276-3451 fax



**TPC1M**

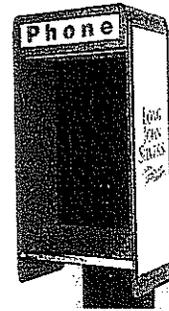


**TPC1**

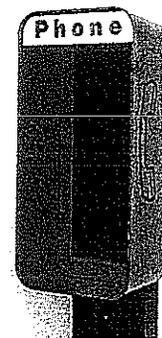
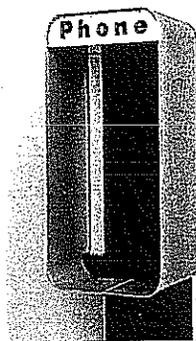
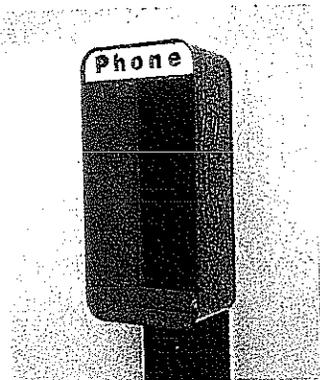


**3104**

3104 AVAILABLE  
WITH HANDSET OR  
CUSTOM LOGO



**3104**



**3100 SERIES ENCLOSURES**



# EXPRESSNET III<sup>®</sup>

## PAYPHONE MANAGEMENT SOFTWARE

Protel's New  
ExpressNet III<sup>®</sup>  
Payphone  
Management  
Software.

Total Route  
Management.

Any Time.

Any Day.

Any Place.



**Protel**<sup>®</sup>  
INC. INNOVATION IS OUR BUSINESS

# DOMESTIC OPERATOR SERVICES

**N**CIC currently conducts business in the United States, as well as in the U.S. Virgin Islands, Puerto Rico and Canada. In serving these areas, NCIC provides underlying carrier operator services with custom branding and billing for public payphones, hotels, correctional institutions, traditional telecom and cellular service providers. NCIC also provides programming assistance with Protel, Quortech/Elcotel Intellicall and Ernest payphones.

Enjoy these outstanding advantages as an NCIC Domestic Operator Service customer:

- Live Operators and Automated Services (24 hours a day, 365 days a year)
- Around-the-Clock Operator Assistance (English and most foreign languages)
- Timely, Accurate and Competitive Commissions
- Fast, Responsive Service
- Custom Branding
- Custom Internet-Based Reports
- International Call Placement
- Fraud Protection
- On-Line Validation (for prompt, accurate call completion)
- Unbundled Operator Services
- Quick, Responsive Customer Service
- Directory Assistance
- Just for Us® 800 Service
- 1-800-Call4Less (the industry's lowest priced, dial-around program specifically tailored to the payphone and hospitality industry)
- Unique Commissioning Programs for CLEC and Reseller Lines (traditionally blocked for collect billing)
- Membership in Several Telecom and Payphone Trade Associations



## COMMISSION SUMMARY

Account(s): ABC

Report Date: Mar 10, 11:30:56am

ANI	Location	Calls	Duration	Total Charges	Net Charges	Surcharges	Gross Comm	Holdback	NetPmt
1234567890	Cafe	4	9	\$ 29.35	\$ 19.35	\$ 10.00	\$ 7.74	\$ 1.06	\$ 16.68
2345678901	Grocery Store	1		\$ 4.70	\$ 2.20	\$ 2.50	\$ 0.88	\$ 0.20	\$ 3.18

To learn more about NCIC and customized services to meet your specific needs, please call 1-823-686-3699 or email us at: [info@ncic.com](mailto:info@ncic.com) <<mailto:info@ncic.com>>

### NCIC Operator Services

903.757.4455 | 1809 Judson Road | Longview, TX 75605 | [www.ncic.com](http://www.ncic.com)

# KENTUCKY

## IntraLATA and InterLATA Operator Service Rates

KENTUCKY  
BG 18

Rate Mileage	All
<b>DAY</b> Initial Minute Additional Minutes	.6900 .6900
<b>EVENING</b> Initial Minute Additional Minutes	.6900 .6900
<b>NIGHT</b> Initial Minute Additional Minutes	.6900 .6900

## OPERATOR SERVICE SURCHARGES

	<u>AUTOMATED</u>	<u>LIVE</u>
Calling Card	\$ 4.45	\$ 5.00
Collect	\$ 3.45	\$ 5.00
Third Party		\$ 6.00
Person-to-Person		\$ 9.45

- Initial Billing Period (IBP) is 1 minute.
- Additional Billing Period (ABP) is 1 minute increments.

# Operator Services Kentucky Instate and Local Toll Rates

Kentucky Operator Services Instate Rates										
Mileage Band	Day Monday-Saturday			Evening Sunday-Saturday			Night/Weekend All Other Hours			
	1st Min	Addl Min	1st Min	Addl Min	1st Min	Addl Min	1st Min	Addl Min	1st Min	Addl Min
0-16	\$0.2200	\$0.2200	\$0.1700	\$0.1700	\$0.1700	\$0.1700	\$0.1342	\$0.1342	\$0.1342	\$0.1342
17-30	\$0.2200	\$0.2200	\$0.1700	\$0.1700	\$0.1700	\$0.1700	\$0.1400	\$0.1400	\$0.1400	\$0.1400
31-55	\$0.2700	\$0.2700	\$0.2100	\$0.2100	\$0.2100	\$0.2100	\$0.1700	\$0.1700	\$0.1700	\$0.1700
56-85	\$0.3100	\$0.3100	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2000	\$0.2000	\$0.2000	\$0.2000
86-124	\$0.3200	\$0.3200	\$0.2600	\$0.2600	\$0.2600	\$0.2600	\$0.2100	\$0.2100	\$0.2100	\$0.2100
125-196	\$0.3200	\$0.3200	\$0.2700	\$0.2700	\$0.2700	\$0.2700	\$0.2100	\$0.2100	\$0.2100	\$0.2100
197+	\$0.3600	\$0.3600	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.2200	\$0.2200	\$0.2200	\$0.2200
Kentucky Operator Services Instate Surcharges										
Bill to Caller	Station-to-Station Collected	Person-to-Person Bill to Caller	Person-to-Person Credit	Third Party Bill to	ETC Card Credit Card	Operator Dialpad				
\$2.25	\$2.25	\$4.89	\$4.89	\$2.34	\$0.80	\$1.14				

**MCI INTERSTATE RATE**

**Interstate MCI Rate - \$1.15 per minute rate**

**Station-to-Station and Station-to-Station Collect – \$6.50**

**Third Party – \$6.50**

**Person to Person/Person to Person Collect – \$7.00**

**TeleNet Services of America, Inc.**

**KY PRE CALL ADVERTISING RATE**

MILES	DAY RATES		EVE RATES		NIGHT RATES	
	INITIAL	ADD'L	INITIAL	ADD'L	INITIAL	ADD'L
ALL	\$0.5500	\$0.5500	\$0.5500	\$0.5500	\$0.5500	\$0.5500

<b>Operator Surcharge Rate</b>			
Type Call	Calling Card (0+/0-)	Operator Station (0+/0-)	Person To Person (0+/0-)
Amount	\$1.80/\$4.40	\$3.99/\$5.20	\$7.99/\$9.71

<b>Pass Through Charge</b>
\$0.00

TeleNet Initials

Agent Initials

**TeleNet Services of America, Inc.**

**PRE CALL ADVERTISING INTERSTATE RATE SHEET**

MILES	DAY RATES		EVE RATES		NIGHT RATES	
	INITIAL	ADD'L	INITIAL	ADD'L	INITIAL	ADD'L
ALL	\$0.7900	\$0.7900	\$0.7900	\$0.7900	\$0.7900	\$0.7900

Operator Surcharge Rate			
Type Call	Calling Card (0+/0-)	Operator Station (0+/0-)	Person To Person (0+/0-)
Amount	\$3.99/\$6.00	\$4.79/\$6.00	\$7.99/\$9.71

Pass Through Charge
\$0.00

TeleNet Initials

Agent Initials

**OPERATOR SERVICES PRICES**

**1-888-No-Coins  
Custom Toll Free  
KENTUCKY**

**INTRALATA/INTRASTATE**

MILEAGE		Day		Evening		Night	
		1st MIN	Add'l	1st MIN	Add'l	1st MIN	Add'l
0	9.999	\$0.45	\$0.45	\$0.4500	\$0.4500	\$0.4500	\$0.4500

BONG CALLING CARD \$ 1.94  
 BONG CREDIT CARD \$ 1.94  
 AUTOMATED COLLEC \$ 1.94  
 STATION TO STATION \$ 5.45  
 3RD PARTY \$ 5.45  
 PERSON TO PERSON \$ 5.45  
 OPERATOR DIALED CHARGE \$ -0-

**INTERLATA/INTRASTATE**

MILEAGE		Day		Evening		Night	
		1st MIN	Add'l	1st MIN	Add'l	1st MIN	Add'l
0	9.999	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500	\$0.4500

BONG CALLING CARD \$ 1.94  
 BONG CREDIT CARD \$ 1.94  
 AUTOMATED COLLECT \$ 1.94  
 STATION TO STATION \$ 5.45  
 3RD PARTY \$ 5.45  
 PERSON TO PERSON \$ 5.45  
 OPERATOR DIALED CHARGE \$ -0-

	SUN	MON-FRI	SAT
8AM-5PM	NIGHT	DAY	
5PM-11PM	EVENING	EVENING	
11PM-8AM	NIGHT		

\*HOLIDAY RATES APPLY ON CERTAIN HOLIDAYS      **Effective Date:** 9/1/09  
 \*RATES ARE FULL MINUTE ROUNDED WITH A 1 MINUTE MINIMUM. **Issued Date:** 8/1/09

**OPERATOR SERVICES PRICES**

**1-888-NO-COINS**

**Custom Toll Free  
PLAN-A**

**COMMISSION STRUCTURE: (STANDARD)  
INTERSTATE**

**Customer Dialed Calling Card**

MILEAGE	Day		Evening		Night	
	1st Min	Add'l	1st Min	Add'l	1st Min	Add'l
0-9999	\$ 0.9900	\$ 0.9900	\$ 0.9900	\$ 0.9900	\$ 0.9900	\$ 0.9900

BONG CALLING CARD \$ 3.94  
 BONG CREDIT CARD \$ 3.94  
 AUTOMATED COLLECT \$ 3.94

**Operator Dialed Station to Station/Person to Person**

MILEAGE	Day		Evening		Night	
	1st Min	Add'l	1st Min	Add'l	1st Min	Add'l
0-9999	\$ 0.9900	\$ 0.9900	\$ 0.9900	\$ 0.9900	\$ 0.9900	\$ 0.9900

STATION TO STATION \$ 6.45  
 3RD PARTY \$ 6.45  
 PERSON TO PERSON \$ 6.45  
 OPERATOR DIALED CHARGE \$ -

	SUN	MON-FRI	SAT
8AM-5PM		DAY	
5PM-11PM		EVENING	
11PM-8AM			

\*HOLIDAY RATES APPLY ON CERTAIN HOLIDAYS.

**Effective Date:** 9/1/09

\* RATES ARE FULL MINUTE ROUNDED WITH A 1 MINUTE MINIMUM **Issued Date:** 8/1/09

**INTERNATIONAL COUNTRIES AVAILABLE**  
**AT 7 MINUTES FOR \$1.00**  
**FOR COIN REVENUES**

<u>COUNTRY</u>	<u>CODE</u>
Argentina	54
Argentina-Buenos A	54114
Argentina-Cordoba	54351
Argentina-Cordoba	543541
Argentina-Cordoba	543543
Argentina-Cordoba	543547
Australia	61
Australia-Melbourne	6138
Australia-Melbourne	6139
Australia-Sydney	6128
Australia-Sydney	6129
Austria	43
Austria-Vienna	431
Belgium	32
Belgium-Antwerp	323
Belgium-Brussels	322
Brazil-Rio	5521
Brazil-Sao Paolo	55110
Brazil-Sao Paolo	55111
Brazil-Sao Paolo	55112
Brazil-Sao Paolo	55113
Brazil-Sao Paolo	55114
Brazil-Sao Paolo	55115
Brazil-Sao Paolo	55116
Brazil-Sao Paolo	55117
Brazil-Sao Paolo	55118
Bulgaria-Sofia	3592
Chile	56
Chile-Easter Islands	56321
Chile-Santiago	562
China	86
Colombia-Cali	5723
Colombia-Cali	5724
Colombia-Cali	5725
Colombia-Cali	5726
Colombia-Cali	57288
Colombia-Cali	57289
Czech Rep	420
Czech Rep-Prague	4202
Denmark	45
Denmark-Copenhagen	453
Estonia	372
France	33
France-Paris	331

<u>COUNTRY</u>	<u>CODE</u>
Germany	49
Germany-Berlin	4930
Germany-Dusseldorf	49211
Germany-Frankfurt	4969
Germany-Hamburg	4940
Hong Kong	852
Hong Kong-Mobile	8521
Hong Kong-Mobile	852211
Hong Kong-Mobile	852213
Hong Kong-Mobile	852219
Hong Kong-Mobile	852300
Hong Kong-Mobile	852303
Hong Kong-Mobile	8526
Hong Kong-Mobile	852612
Hong Kong-Mobile	8528
Hong Kong-Mobile	8529
Ireland	353
Ireland-Dublin	3531
Italy	390
Italy-Milan	3902
Italy-Rome	3906
Mexico	52
Mexico-Guadalajara	5233
Mexico-Mexico City	5255
Mexico-Monterrey	5281
Netherlands	31
Netherlands-Amsterdm	312
Netherlands-Rott	3110
New Zealand	64
New Zealand-Auckland	649
Norway	47
Poland-Warsaw	4822
Singapore	65
Singapore-Mobile	659
Spain	349
Spain-Barcelona	3493
Spain-Beairics	34971
Spain-Canary Island	34922
Spain-Canary Island	34928
Spain-Madrid	3491
Sweden	46
Sweden-Stockholm	468
Switzerland	41
Switzerland-Geneva	4122
Switzerland-Lausanne	4121

**INTERNATIONAL COUNTRIES AVAILABLE**  
**AT 5 MINUTES FOR \$1.00**  
**FOR COIN REVENUES**

<u>COUNTRY</u>	<u>CODE</u>
Andorra	376
Brazil	55
Brazil-Bela Horizant	5531
Colombia	57
Colombia-Barranquil	57532
Colombia-Barranquil	57533
Colombia-Barranquil	57534
Colombia-Barranquil	57535
Colombia-Barranquil	57536
Colombia-Barranquil	57537
Colombia-Bogota	571
Colombia-Medellin	5742
Colombia-Medellin	5743
Colombia-Medellin	5744
Colombia-Medellin	5745
Colombia-Mobile	573
Colombia-Perreira	57632
Colombia-Perreira	57633
Colombia-Perreira	57634
Colombia-Perreira	57635
Costa Rica	506
Costa Rica-Mobile	506283
Costa Rica-Mobile	506284
Costa Rica-Mobile	5063
Croatia	385
Cyprus	357
Finland	358
Greece	30
Greece-Athens	3021
Hungary	36
Hungary-Budapest	361
Iceland	354
Israel	972
Israel-Tel Aviv	9723
Japan	81
Japan-Mobile	8170
Japan-Mobile	8171
Japan-Mobile	8172
Japan-Mobile	8173
Japan-Mobile	8174

<u>COUNTRY</u>	<u>CODE</u>
Japan-Mobile	8175
Japan-Mobile	8176
Japan-Mobile	8177
Japan-Mobile	8178
Japan-Mobile	8179
Japan-Mobile	8180
Japan-Mobile	8190
Japan-Osaka	8162
Japan-Osaka	8163
Japan-Osaka	8164
Japan-Osaka	8165
Japan-Osaka	8166
Japan-Osaka	8167
Japan-Osaka	8168
Japan-Osaka	8169
Japan-Tokyo	813
Lichenstein	423
Luxembourg	352
Malaysia	60
Malaysia-Lampur	603
Malaysia-Mobile	601
Monaco	377
Portugal	351
Portugal-Azores	351292
Portugal-Azores	351295
Portugal-Azores	351296
Portugal-Lisbon	35121
Portugal-Madeira	351291
San Marino	378
San Marino-Mobile	3786
South Africa	27
South Africa-Cape T	2721
South Africa-Durban	2731
South Africa-Johan	2711
South Korea	82
South Korea-Seoul	822
Taiwan	886
Taiwan-Taipei	8862
Vatican City	3906698
Vatican City	390698

**INTERNATIONAL COUNTRIES AVAILABLE**  
**AT 3 MINUTES FOR \$1.00**  
**FOR COIN REVENUES**

<u>COUNTRY</u>	<u>CODE</u>
Albania	355
Albania-Mobile	35538
Albania-Mobile	35568
Albania-Mobile	35569
Albania-Tirana	3554
Algeria	213
Amer. Samoa	684
Amer. Samoa-Mobile	6842
Andorra-Mobile	3763
Aruba	297
Belarus-Minsk	375172
Belarus-Minsk	375175
Bolivia-Cochabamba	59144
Bolivia-La Paz	59122
Bolivia-Santa Cruz	59133
Bosnia	387
Botswana	267
Botswana-Mobile	26771
Botswana-Mobile	26772
Brunei-Mobile	6732
Brunei-Mobile	67368
Brunei-Mobile	67387
Brunei-Mobile	67388
Bulgaria	359
Chili-Mobile	56700
Chili-Mobile	568
Chili-Mobile	569
Christmas & Cocos	6722
Czech Rep-Mobile	42060
Czech Rep-Mobile	4207
Czech Rep-Mobile	4208
Czech Rep-Mobile	4209
Faeroe Island	298
Georgia	995
Georgia-Mobile	99528205
Georgia-Mobile	995321
Georgia-Mobile	995325
Georgia-Mobile	995328
Georgia-Mobile	9953297
Georgia-Mobile	99577
Georgia-Mobile	99593
Georgia-Mobile	99599
Georgia-Tbilisi	99532
Gibraltar	350
Guadeloupe	590
India	91
India-Ahmedabad	9179

<u>COUNTRY</u>	<u>CODE</u>
India-Bangalore	9180
India-Bombay	9122
India-Calcutta	9133
India-Hyderabad	9140
India-Kirala	9147
India-Kirala	9148
India-Kirala	9149
India-Kirala	919
India-Madras	9144
India-Mobile	9198
India-New Delhi	9111
India-Pune	9120
India-Punjab	91161
India-Punjab	91181
India-Punjab	91183
Indonesia	62
Indonesia-Jakarta	6221
Indonesia-Suabaya	6231
Iran-Tehran	9821
Ivory Coast-Abidjan	2252
Malta	356
Malta-Mobile	3567
Malta-Mobile	3569
Moldova	373
Monaco-Mobile	3774
Monaco-Mobile	3776
Monaco-Mobile	3777
Peru	51
Peru-Lima	511
Philippines	63
Philippines-Manila	632
Philippines-Mobile	631335
Philippines-Mobile	639
Romania	40
Romania-Bucharest	4021
Romania-Mobile	407
Romania-Mobile	408
Romania-Mobile	409
Russia	7
Russia-Moscow	7095
Russia-Mobile	7901
Russia-Mobile	7902
Russia-Mobile	7903
Russia-Petersburg	7812
Slovakia	421
Slovakia-Bratislava	4212
Slovenia	386

<u>COUNTRY</u>	<u>CODE</u>
South Korea-Mobile	821
Swaziland	268
Taiwan-Mobile	88660
Taiwan-Mobile	8869
Thailand-Bangkok	662
Trinidad-Mobile	678
Trinidad-Mobile	68
Trinidad-Mobile	680
Trinidad-Mobile	739
Trinidad-Mobile	848
Trinidad-Mobile	868
Trinidad-Mobile	874
Trinidad-Mobile	938
Turkey-Ankara	90312
Turkey-Istanbul	90212

<u>COUNTRY</u>	<u>CODE</u>
Turkey-Istanbul	90216
Ukraine	380
Ukraine-Kiev	38044
Ukraine-Mobile	38050
Ukraine-Mobile	38067
Ukraine-Mobile	38068
Ukraine-Odessa	380482
Venezuela-Caracas	58212
Venezuela-Maracaibo	58261
Zimbabwe	263
Zimbabwe-Harare	2634
Zimbabwe-Mobile	26311
Zimbabwe-Mobile	26323
Zimbabwe-Mobile	26391



Wed. Oct 7, 2009

10:20:43

Trans Date	Trans Time	Destination Number	Call Length	Route Used	Cost Band	Amt Chgd	Amt Coll
10/06/2009	14:11	8944446	45	0	2	0.50	0.50
10/06/2009	14:06	2905122	100	0	2	0.50	0.50
10/06/2009	13:47	4088233	581	0	2	0.50	0.50
10/06/2009	12:51	2244496	41	0	2	0.50	0.50
10/06/2009	12:33	2909350	62	0	2	0.50	0.50
10/06/2009	12:11	8139666	81	0	2	0.50	0.50
10/06/2009	11:56	8176430	171	0	2	0.50	0.50
10/06/2009	11:53	4165436	141	0	2	0.50	0.50
10/06/2009	11:49	6506715	75	0	2	0.50	0.50
10/06/2009	11:46	7089226	137	0	2	0.50	0.50
10/06/2009	11:38	3567163	18	0	2	0.50	0.50
10/06/2009	11:15	8074111	38	0	2	0.50	0.50
10/06/2009	11:09	7513030	2	0	2	0.50	0.50
10/06/2009	10:53	7080343	26	0	2	0.50	0.50
10/06/2009	10:31	3657119	41	0	2	0.50	0.55
10/06/2009	10:11	7761354	122	0	2	0.50	0.50
10/06/2009	09:55	6504808	9	0	2	0.50	0.50

ESC Exit F1 Help Page Up/Dn Up/Dn Arrow Home End  
Group number MUST be entered for a phone site.

JERRY E. ABRAMSON  
MAYOR

CAROLYN MILLER-COOPER  
EXECUTIVE DIRECTOR



OFFICE: 502.574.3631  
FAX: 502.574.1216  
TDD: 502.574.4332

HUMAN RELATIONS COMMISSION

410 WEST CHESTNUT STREET, SUITE 300A  
LOUISVILLE, KENTUCKY 40202

June 4, 2009

Ms. Stacey Doll  
Commonwealth Payphones, Inc.  
8806 Dock Crossing Ln  
Louisville, KY 40291

RE: MINORITY, FEMALE OR HANDICAPPED CERTIFICATION FOR  
METRO LOUISVILLE, ORDINANCE 140, SERIES 1988

June 4, 2009 to June 4, 2011

Dear Ms. Doll:

Your business has met the certification requirements for the Minority, Female, or Handicapped Business Enterprise Ordinance of the Louisville Metro.

**This certification will need to be renewed before June 4, 2011. Please contact this office at least two weeks before the expiration date.**

If you change the name of your company, move, change telephone numbers, or any other substantial change to the structure, ownership, or control of the company, you must advise this agency of the changes in writing immediately.

If you have any questions, please contact me at (502) 574-3635.

Respectfully,

A handwritten signature in cursive script that reads "Rezvan Rahmani".

Rezvan Rahmani  
Compliance Analyst

Enclosure (1)

THE MISSION

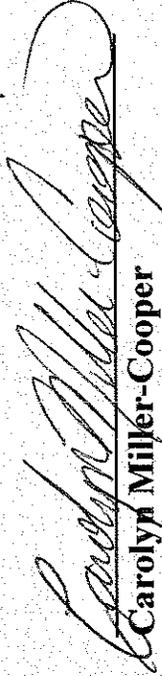
OF THE LOUISVILLE AND JEFFERSON COUNTY HUMAN RELATIONS COMMISSION IS TO PROMOTE UNITY, UNDERSTANDING AND EQUAL OPPORTUNITY AMONG ALL PEOPLE OF LOUISVILLE AND JEFFERSON COUNTY TO ELIMINATE ALL FORMS OF BIGOTRY, BIAS AND HATRED FROM THE COMMUNITY.

*Louisville and Jefferson County Metro  
Human Relations Commission*

*certifies that*

Commonwealth Payphones, Inc.

*has met all certification requirements pursuant to Louisville Metro Code of Ordinances No. 102, Series 2007, (Chapter 37) and is hereby deemed a certified Female Business Enterprise (FBE).*



**Carolyn Miller-Cooper**  
*Executive Director*

**Date of Issue: 06/04/2009**

**Renewal Date: 06/04/2011**

**Frost  
Brown Todd** LLC  
ATTORNEYS

KENTUCKY · OHIO · INDIANA · TENNESSEE · WEST VIRGINIA

James A. Giesel  
(502) 588-0307  
JGIESEL@FBTLAW.COM

October 6, 2009

Louisville/Jefferson County  
Metro Government  
c/o Department of Finance and Administration  
611 West Jefferson Street  
Louisville, Kentucky 40202

Ladies and Gentlemen:

We have acted as special counsel to Commonwealth Payphones, Inc., a Kentucky corporation ("Commonwealth"), in connection with its compliance with Section 2.20 of the Invitation and Instructions to Bidders of Request for Competitive Sealed Bids (Bid No. 1899) Payphone Services.

In our capacity as counsel for Commonwealth, we have examined originals, or copies certified to our satisfaction, of such records, agreements, documents, certificates and other statements of government officials, corporate officers and representatives, and such other papers as we have deemed relevant and necessary as a basis for our opinion. As to any questions of fact material to or included in this opinion, we have assumed the accuracy and validity of and relied, without independent verification, upon certificates and other statements furnished to us by public officials and corporate officers of Commonwealth.

Based upon the foregoing, we are of the opinion that:

1. Commonwealth is a corporation validly existing and in good standing under the laws of the Commonwealth of Kentucky and has all requisite corporate power and authority to do business in the Commonwealth of Kentucky.

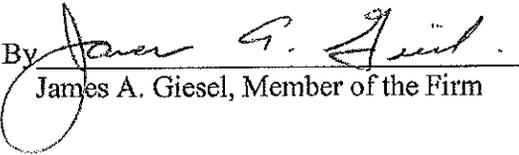
We are licensed to practice law in the Commonwealth of Kentucky.

October 6, 2009  
Page 2

This opinion is rendered as of the date first set forth above, and we undertake no obligation to advise you of any changes or any new developments which might affect any opinion set forth herein.

Very truly yours,

FROST BROWN TODD LLC

By   
James A. Giesel, Member of the Firm

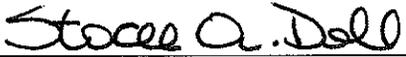
**COMMONWEALTH PAYPHONES INC.**

**Unanimous Written Action by Sole Director**

**October 6, 2009**

The undersigned, the sole director of Commonwealth Payphones Inc. (the "Corporation"), pursuant to KRS 271B.8-210 takes, and consents to the taking of, the following action:

RESOLVED, that Stacey A. Doll, in her capacity as the President and Secretary of the Corporation, is hereby authorized and directed on behalf of the Corporation, (A) to submit to the Louisville/Jefferson County Metro Government (the "Metro Government") a bid in accordance with the Request for Competitive Sealed Bids (Bid No. 1899) Payphone Services; (B) to enter into the contract with the Metro Government in accordance with the bid for the full term thereof; and (C) to take all actions necessary to perform the services provided in such contract if the Metro Government awards it to the Corporation.

  
\_\_\_\_\_  
Stacey A. Doll

**Additional information and literature that support any/all of the above or other area that might be considered for this proposal.**

Protel, Telecom Products, and Payphone 211

Additional information and literature that supports any/all of the above or other area that might be considered for this bed are located within the section.

**References of similar accounts/services**

**REFERENCE'S – “Just to name a few”...**

Louisville Jefferson Co. Metro Government  
(2001-2009)  
400 S. Sixth Street  
Louisville, KY 40202

Housing Authority of Louisville  
Mr. Ron Sharp, CPPB  
3223 S. 7<sup>th</sup> Street Road  
Louisville, KY 40216  
(502)574-3414

76 Realty Company  
Gerald O'Mera  
509 S. 34<sup>th</sup> Street  
Louisville, KY 40211

Caps Food Mart  
Paul Patel  
1506 S. Shelby Street  
Louisville, KY 40217  
(610)329-5180

CPI request that “LJCM” provide all unauthorized payphone vendor’s a “Letter of Equipment Removal” from “LJCM” properties and “Public-Right-of-Ways”. This will provide “LJCM” more Revenues in Commission.

CPI recommends using the “Public-Right-of-Way” phones for advertising on the sides of payphones enclosure. This could provide “LJCM” an additional revenue stream.

09/26/2008

**CITY CUSTOMER LIST**

1014 S. Clay Street	1014 S. Clay Street Louisville, KY 40203	583-9075
Dixie & Broadway	1800 Broadway Louisville, KY 40203	778-9529
4 <sup>TH</sup> & Oak by Taco Bell	1201 S. 4 <sup>th</sup> Street Louisville, KY 40202	634-1648
28 <sup>th</sup> & Broadway	2801 Broadway(front of tacobell) Louisville, KY 40211	778-6232
2200 S. Preston Street	2200 S. Preston Street Louisville, KY 40217	634-8934
City Hall	601 W. Jefferson Street Louisville, KY 40202	589-9383
Market & Amy (Front of Shawnee Strip Mall)	Market St/Amy Avenue Louisville, KY 40212	778-8629(212-9221)
1016 S. Jackson Street	1016 S. Jackson Street Louisville, KY 40203	583-9094
1101 S. Shelby Street (Beecher Terrace)	1101 S. Shelby Street Louisville, KY 40203	637-9035
Bus Stop	Bus Stop Louisville, KY	458-9019
<b>New City Accounts</b>		
3701 Taylor Blvd	3701 Taylor Blvd Louisville, KY 40215	502-361-9120
200 W. Amherst Avenue	200 W. Amherst Avenue Louisville, KY 40214	502-361-9370
1316 Clara Avenue	1316 Clara Avenue Louisville, KY 40215	502-363-9150

Page Two:

4103 Taylor Blvd	4103 Taylor Blvd Louisville, KY 40215	502-363-9661
1101 Bardstown Rd	1101 Bardstown Road Louisville, KY 40204	502-458-9408
420 E. Market Street	420 E. Market Street Louisville, KY 40202	502-584-9300
400 E. Broadway	400 E. Broadway Louisville, KY 40202	502-584-9399
1216 W. Broadway	1216 W. Broadway Louisville, KY 40203	502-582-9036
1732 Rowan Street	1732 Rowan Street Louisville, KY 40203	502-582-9594
1501 Dixie Highway	1501 Dixie Highway	502-772-9638
1501 Dixie Highway	1501 Dixie Highway Louisville, KY 40210	502-776-8041
1163 S. 3 <sup>rd</sup> Street	1163 S. 3 <sup>rd</sup> Street Louisville, KY 40203	502-582-9679
5300 S. 3 <sup>rd</sup> Street	5300 S. 3 <sup>rd</sup> Street Louisville, KY 40214	502-380-8403
737 S. 2 <sup>nd</sup> Street	737 S. 2 <sup>nd</sup> Street Louisville, KY 40202	502-582-9799
1148 S. 4 <sup>th</sup> Street	1148 S. 4 <sup>th</sup> Street Louisville, KY 40203	502-582-9800
2108 Duncan Avenue	2108 Duncan Avenue Louisville, KY 40212	502-774-8372
693 S. 28 <sup>th</sup> Street	693 S. 28 <sup>th</sup> Street Louisville, KY 40211	502-776-9167
2108 Duncan Avenue	2108 Duncan Avenue Louisville, KY 40212	502-776-9171
676 S. 27 <sup>th</sup> Street	676 S. 27 <sup>th</sup> Street Louisville, KY 40211	502-778-9109
101 E. Ormsby Avenue	101 E. Ormsby Avenue Louisville, KY 40203	502-637-9112
2701 S. 4 <sup>th</sup> Street	2701 S. 4 <sup>th</sup> Street Louisville, KY 40208	502-637-9684
1254 S. 2 <sup>nd</sup> Street	1254 S. 2 <sup>nd</sup> Street Louisville, KY 40203	502-638-9133
2007 W. Main Street	2007 W. Main Street Louisville, KY 40203	502-776-9266

4600 W. Broadway	4600 W. Broadway Louisville, KY 40211	502-776-9342
2200 W. Muhammad Ali	2200 W. Muhammad Ali Louisville, KY 40212	502-776-9357
3125 Portland Avenue	3125 Portland Avenue Louisville, KY 40212	502-776-9425
3127 Virginia Avenue	3127 Virginia Avenue Louisville, KY 40211	502-778-9210
2304 W. Market Street	2304 W. Market Street Louisville, KY 40212	502-776-9374
2200 W. Market Street	2200 W. Market Street Louisville, KY 40212	502-776-9435
2733 W. Chestnut Street	2733 W. Chestnut Street Louisville, KY 40211	502-778-9182
4509 W. Market Street	4509 W. Market Street Louisville, KY 40212	502-778-9209
1038 S. 32 <sup>nd</sup> Street	1038 S. 32 <sup>nd</sup> Street Louisville, KY 40211	502-778-9216
2545 W. Jefferson Street	2545 W. Jefferson Street Louisville, KY 40212	502-778-9290
315 W. Muhammad Ali	315 W. Muhammad Ali Louisville, KY 40202	502-583-9014
2911 Taylor Blvd	2911 Taylor Blvd Louisville, KY 40208	502-637-8514
3459 Taylor Blvd	3459 Taylor Blvd Louisville, KY 40215	502-361-9306
201 Reservoir Ave Road	201 Reservoir Ave Road Louisville, KY 40213	502-897-9143
603 W. Jefferson Street	603 W. Jefferson Street Louisville, KY 40202	502-582-9276
225 S. 7 <sup>th</sup> Street	225 S. 7 <sup>th</sup> Street Louisville, KY 40202	502-582-9809
622 W. Market Street	622 W. Market Street Louisville, KY 40202	502-583-9114
2828 S. 4 <sup>th</sup> Street	2828 S. 4 <sup>th</sup> Street Louisville, KY 40208	502-637-9824
2600 Bank Street	2600 Bank Street Louisville, KY 40212	502-776-9455

453 S. 32 <sup>nd</sup> Street	453 S. 32 <sup>nd</sup> Street Louisville, KY 40212	502-778-9102
2101 W. Jefferson Street	2101 W. Jefferson Street Louisville, KY 40212	502-776-9392
Otter Creek Park-Campground	1750 Otter Creek Park & Camp Ground Rd, Brandenburg, KY 40108	502-942-9178
1481 S. 7 <sup>th</sup> Street	1481 S. 7 <sup>th</sup> Street Louisville, KY 40208	502-634-9308
2421 W. Market Street	2421 W. Market Street Louisville, KY 40212	502-778-9132
1804 Dixie Highway	1804 Dixie Highway Louisville, KY 40212	502-774-8691
2806 Duncan Street	2806 Duncan Street Louisville, KY 40212	502-774-8577
2626 Portland Avenue	2626 Portland Avenue Louisville, KY 40212	502-778-9275
3915 Park Drive	3915 Park Drive Louisville, KY 40216	502-448-8195
3315 Utah Avenue	3315 Utah Avenue Louisville, KY 40215	502-363-8692
2100 Portland Avenue	2100 Portland Avenue Louisville, KY 40212	502-776-8658
333 S. Preston Street	333 S. Preston Street Louisville, KY 40202	502-581-9035
3004 S. 4 <sup>th</sup> Street	3004 S. 4 <sup>th</sup> Street Louisville, KY 40208	502-636-9206

12/03/2008

**COUNTY CUSTOMER LIST**

Jefferson County Corrections	400 S. 6 <sup>th</sup> Street Louisville, KY 40202	502-581-9187 502-568-8818
Hall of Justice	600 W. Jefferson Street Louisville, KY 40202	502-568-9163 502-589-9553 502-589-9886 502-584-9516 502-584-9599 502-581-9463 502-584-8536 502-584-8205
New Judicial Center, 1 <sup>st</sup> Floor	600 W. Jefferson Street Louisville, KY 40202	502-589-9519 502-583-9390
Jefferson County Inmate Release	316 East Chestnut Street Louisville, KY 40202	502-568-8835(1 S 1) 502-561-9552(1 S 2) 502-587-8597(2 S 1) 502-587-8724(2 S 2) 502-561-8232(2 S 3) 502-568-9146(2 S 4) 502-585-9068(3 S 1) 502-584-9852(3 S 2) 502-581-9612(2 N 1) 502-585-9908(2 N 1A) 502-584-8643(2 N 2) 502-540-9974(2 N 2A) 502-584-8784(3 N 1) 502-540-9905(3 N 1A) 502-588-9014(3 N 2) 502-589-9252(3 N 2A) 502-561-9689(Alley Lobby) 502-561-9167(Chestnut Lobby)

**SECTION V**  
**EVALUATION CRITERIA**

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following selection criteria:

**Please refer to the points possible for each category listed in Section IV General Specifications.**

Proposals will be reviewed by a committee consisting of representatives from: