## Master Agreement

### Order Number: CMA 0608 0608 COR61453

- **Procurement Folder:** 77629
- **Reason for Modification:**
- **Order Date:** 2015-03-03

### Document Name: COR61453 - Inmate Phone Services

### Document Description: COR61453 - Inmate Phone Services

### Procurement Type: Central Master Agreement

### Buyer Name:

### Telephone:

### Email:

### Shipping Method: Best Way

### Free on Board: FOB Dest, Freight Prepaid

### Effective Start Date: 2015-02-15

### Effective End Date: 2016-02-14

### Vendor:

<table>
<thead>
<tr>
<th>CENTURYLINK PUBLIC COMMUNICATIONS, INC</th>
</tr>
</thead>
<tbody>
<tr>
<td>5454 W 110TH ST</td>
</tr>
<tr>
<td>OVERLAND PARK KS 662111204 US</td>
</tr>
<tr>
<td>Vendor Contact Phone: (999) 999-9999</td>
</tr>
<tr>
<td>Discount Percentage: 0.0000</td>
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<td>Discount Days: 30</td>
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</tbody>
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### Department Contact:

- **Requestor Name:** Bryan D Arthur
- **Requestor Phone:** (304) 558-2036
- **Requestor Email:** bryan.d.arthur@wv.gov

### Invoice To:

| FISCAL DEPARTMENT |
| DIVISION OF CORRECTIONS - CENTRAL OFFICE |
| 1409 GREENBRIER ST STE 300 |
| CHARLESTON WV 25311 US |

### Ship To:

| FISCAL DEPARTMENT |
| DIVISION OF CORRECTIONS - CENTRAL OFFICE |
| STE 300 1409 GREENBRIER ST |
| CHARLESTON WV 25311 US |

### Purchasing Division Authorization

- **Signed By:** Mike Sheets
- **Date:** 2015-02-09
- **Electronic Signature on File**

### Attorney General Approval as to Form

- **Signed By:** Anthony Martin
- **Date:** 2015-02-18
- **Electronic Signature on File**

### Encumbrance Certification

- **Signed By:** Beverly Toler
- **Date:** 2015-02-20
- **Electronic Signature on File**

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**Date Printed:** Mar 03, 2015  **Order Number:** COR61453  **Page:** 1  **FORM ID:** WV_PRC_CMA_001 8/14
Extended Description:

The vendor, CenturyLink Public Communications, Inc., agrees to enter with the agency, WV Division of Corrections, into a contract to provide inmate phone services to all of the WV Division of Corrections facilities throughout the State of West Virginia, per the specifications, terms and conditions, Addenda 1 through 17, and the vendor's proposal dated 07/11/2014 incorporated herein by reference and made a part of hereof.

Per the attached pricing page, the commission percentage to the agency will be 0.10%.

<table>
<thead>
<tr>
<th>Line</th>
<th>Commodity Code</th>
<th>Manufacturer</th>
<th>Model No</th>
<th>Unit</th>
<th>Unit Price</th>
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<td></td>
<td>EA</td>
<td>$0.032000</td>
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Description: Telephone Administration Service

Extended Description:
Blended per minute rate for all Intrastate calls (local, interata, intrelata) price per minute for continuous voice biometrics (Continuous) which will continually monitor the call throughout the duration.

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<tr>
<th>Line</th>
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<th>Model No</th>
<th>Unit</th>
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<td></td>
<td>EA</td>
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</table>

Description: Telephone Administration Service

Extended Description:

Interstate Calls - Per minute rate for continuous voice biometrics (Continuous) which will continually monitor the call throughout the duration.

Total Order Amount  Open End
ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions
GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.

   2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

   2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

   2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

   2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

   2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

   2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

   2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

   2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

Revised 08/21/2013
3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**✓ Term Contract**

**Initial Contract Term:** This Contract becomes effective on **February 15, 2015**

and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General’s office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to four (4) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General’s office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor’s desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

**☐ Fixed Period Contract:** This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within **__** days.

*Revised 08/21/2013*
☐ One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance: $1,000,000.00 or more.
- Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐ ☐ ☐ ☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or $5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protestor may submit a cashier’s check or certified check payable to the Purchasing Division. Cashier’s or certified checks will be deposited with and held by the State Treasurer’s office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer’s specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor’s bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or
other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount $300 per day for work not performed on the contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled “Invoice To.”

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor’s bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor’s listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor’s
failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §§5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

23. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

24. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

25. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

26. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

27. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

28. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

29. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage
requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor’s bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

31. MODIFICATIONS: This writing is the parties’ final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General’s office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.

32. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

33. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor’s forms does not constitute acceptance of the terms and conditions contained thereon.

34. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General’s office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

36. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

37. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

Revised 08/21/2013
38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency’s policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

40. DISCLOSURE: Vendor’s response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor’s bid without further notice. A Vendor’s act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor’s act of marking a bid or any part thereof as “confidential” or “proprietary” is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State’s nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the
purchasing agency tenders the initial payment to Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia’s Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia’s Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

46. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered
by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor’s bid. A copy of the Purchasing Affidavit is included herewith.

48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- [✓] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state
repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance
with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

Revised 08/21/2013
STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

SOLICITATION

RFQ COPY

DIVISION OF CORRECTIONS
1409 GREENBRIER ST
CHARLESTON, WV
25311 304-558-8045

DATE PRINTED:
09/05/2013

BID OPENING DATE:
10/15/2013

BID OPENING TIME
1:30PM

************************************************************
PLEASE NOTE: A MANDATORY PRE-BID MEETING IS SCHEDULED
FOR 09/26/2013 AT 10:00 AM AT THE WV DIVISION OF
CORRECTIONS HEADQUARTERS LOCATED AT 1409 GREENBRIER
STREET CHARLESTON, WV 25311.

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LS 915-77

1

DIVISION WIDE INMATE TELEPHONE SYSTEM & SERVICE

REQUEST FOR PROPOSAL

THE WEST VIRGINIA PURCHASING DIVISION FOR THE
AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING
PROPOSALS TO PROVIDE A DIVISION WIDE INMATE TELEPHONE
SYSTEM WITH SERVICE TO ALL WV DOC FACILITIES
THROUGHOUT THE STATE, PER THE ATTACHED SPECIFICATIONS.

ATTACHMENTS INCLUDE:

1. COR61453 REQUEST FOR PROPOSAL
2. ATTACHMENT A VENDOR RESPONSE SHEET
3. ATTACHMENT B MANDATORY SPECIFICATION CHECKLIST
4. ATTACHMENT C COST SHEET
5. ATTACHMENT D FACILITY LISTING

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'
REQUEST FOR PROPOSAL
COR61453 – Inmate Telephone System

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8. Attachment A: Vendor Response Sheet
9. Attachment B: Mandatory Specification Checklist
10. Attachment C: Cost Sheet
11. Attachment D: List of facilities
12. Certification and Signature Page

SECTION ONE: GENERAL INFORMATION

1. Purpose: The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the “Purchasing Division”) is soliciting proposals pursuant to West Virginia Code §5A-3-10b for the WV Division of Corrections (hereinafter referred to as the “Agency”) to provide a turn-key, secure and reliable inmate telephone system and services to provide calling between inmates and their families and friends.

2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal (“RFP”).

An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

3. Schedule of Events:

Vendor’s Written Questions Submission Deadline ........................................ 10/03/2013
Mandatory Pre-bid Conference ........................................ 09/26/2013 at 10:00 am
Addendum Issued ....................................................................................... TBD
Bid Opening Date .................................................................................... 10/15/2013
Oral Presentation (Agency Option) ..................................................... TBD
REQUEST FOR PROPOSAL
COR61453 – Inmate Telephone System

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.
INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words “must,” “will,” and “shall.” Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

   September 26, 2013 at 10:00 am

   WV Division of Corrections
   1409 Greenbrier Street
   Charleston, WV 25311

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required
information. Failure to complete the attendance sheet as required may result in disqualification of Vendor’s bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: October 3, 2013 at 5:00 pm
Submit Questions to:
Tara Lyle, File 32
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Email: Tara.L.Lyle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Revised 08/21/2013
The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
BUYER: __________________________________________
SOLICITATION NO.: __________________________________
BID OPENING DATE: __________________________________
BID OPENING TIME: __________________________________
FAX NUMBER: _______________________________________

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 5 (five) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [ ] Technical
[ ] Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: October 15, 2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

Revised 06/21/2013
SECTION THREE: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.
GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.

   2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

   2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

   2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

   2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

   2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

   2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

   2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

   2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

Revised 06/21/2013
3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ Term Contract

**Initial Contract Term:** This Contract becomes effective on [award] and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General’s office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General’s office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

☐ Fixed Period Contract: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within [days].

Revised 08/21/2013
One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor’s inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

Revised 05/21/2013
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier’s checks, or irrevocable letters of credit. Any certified check, cashier’s check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS’ COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers’ compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance: $1,000,000.00 or more.
- Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or $5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier’s check or certified check payable to the Purchasing Division. Cashier’s or certified checks will be deposited with and held by the State Treasurer’s office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer’s specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor’s bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or
other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount $300 per day work not performed on the contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency’s right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor’s signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled “Invoice To.”

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor’s bid.

19. DELIVERY: All quotations are considered freight on board destination (“F.O.B. destination”) unless alternate shipping terms are clearly identified in the bid. Vendor’s listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor’s
failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

23. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

24. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

25. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

26. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

27. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

28. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.

29. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage
requirements are applicable. The required contract provisions contained in West Virginia Code of State
Rules § 42-7-3 are specifically incorporated herein by reference.

30. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor’s bid, or in
any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and
of no effect.

31. MODIFICATIONS: This writing is the parties’ final expression of intent. Notwithstanding anything
contained in this Contract to the contrary, no modification of this Contract shall be binding without
mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the
Attorney General’s office (Attorney General approval is as to form only). No Change shall be
implemented by the Vendor until such time as the Vendor receives an approved written change
order from the Purchasing Division.

32. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or
provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be
construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy,
but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and
signed by the waiving party.

33. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and
all subsequent terms and conditions which may appear on any form documents submitted by Vendor to
the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or
maintenance agreements, and includes internet websites or other electronic documents. Acceptance or
use of Vendor’s forms does not constitute acceptance of the terms and conditions contained thereon.

34. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be
assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the
Attorney General’s office (as to form only), and any other government agency or office that may be
required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval
may or may not be required on certain agency delegated or exempt purchases.

35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract
will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by
the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material
and workmanship.

36. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and
the Vendor is prohibited from permitting or facilitating the same.

37. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia
may deem this Contract null and void, and terminate this Contract without notice.
38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency’s policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

40. DISCLOSURE: Vendor’s response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor’s bid without further notice. A Vendor’s act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor’s act of marking a bid or any part thereof as “confidential” or “proprietary” is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State’s nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the

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purchasing agency tenders the initial payment to Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies that its bid was made without prior understanding, agreement, or connection with any corporation, a limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor’s signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor’s behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia’s Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia’s Purchasing Card as payment for all goods and services.

45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers’ Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

46. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

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by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor’s bid. A copy of the Purchasing Affidavit is included herewith.

48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- [ ] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state
repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

a. The cost for each contract item used does not exceed one tenth of one percent (0.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

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with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.
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SECTION FOUR: PROJECT SPECIFICATIONS

1. **Location and Facility Data:** Refer to Attachment D for facility information

2. **Background and Current Operating Environment:** The Agency provides custody, control, and care of over 5,000 adult convicted felons. The current inmate telephone system is located in all correctional facilities.

   All wiring and jacks are the property of the Agency. All telephones, brackets, computer servers and associated inmate telephone equipment including hardware and software are the property of the current provider.

   With respect to equipment owned by the successful Vendor of this RFP, Agency is not responsible for any losses suffered by Vendor related to destruction by inmates, fire, theft, power outages, or any act of God. In addition, Agency is not responsible for any losses suffered by the Vendor for failure to properly maintain the equipment.

3. **Qualifications and Experience:** Vendor shall provide five (5) references, three (3) of which shall be from government owned and operated correctional facilities. Attachment A: Vendor Response Sheet information regarding its firm, such as staff qualifications, and ten (10) years’ experience, in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met. Five (5) out of the required ten (10) years’ experience must have been gained in state owned correctional facility. Vendor experience includes key personnel experience in the industry, does not mandate the company had to be in existence for ten (10) years.

4. **Project and Goals:** The project goals and objectives are:

   4.1. To provide, install and maintain a fully operational, flexible, secure and reliable inmate telephone system.

   4.2 To implement and maintain fair and reasonable call minute rates for the inmates, families and friends.

   4.3. To pay a commission rate to the Agency that will be deposited into the Inmate Benefit Fund, a fund providing additional benefits to the inmate population that are not mandated by law. The commission rate quoted by Vendor will not be included in the bid evaluation process.

5. **Mandatory Requirements:**

   The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding
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compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division.

5.1. Vendor shall be responsible for all costs associated with the inmate telephone system, including the purchase of equipment, installation, service, maintenance, voice network/transmission, data network, and day-to-day operation. Agency shall have no liability or responsibility for any costs associated with the inmate telephone system.

5.2. When requested by Agency, Vendor shall provide informational pamphlets to all inmates describing the applicable features and functionalities of the inmate telephone system.

5.3. Vendor is responsible for determining all wiring and software requirements; if applicable, costs associated with the conversion of service from current inmate telephone system provider to the successful vendor under this RFP. If applicable, successful vendor will coordinate all details of the switch over from current vendor.

5.4. Vendor will provide written documentation to Agency indicating that all circuits have been tested and all cables, pairs, fiber strands blocks, etc. are legibly marked after completion of each installation.

5.5. If applicable, the successful vendor shall work with the current inmate telephone system provider to ensure an orderly transition of services, responsibilities and continuity of the services required by Agency.

5.6. All CDRs, (Call Detail Records) call recordings, documentation, reports data, contained in the inmate telephone system shall be the property of the Agency. All hardware and software shall be the property of the Vendor.

5.7. Vendor shall supply the required number of workstations, as well as future equipment upgrades and/or replacements, which become the property of the Agency after expiration or termination of the contract in order to allow Agency access to all CDRs, call and visitation recordings, documentation, reports, data, etc. contained in the inmate telephone system.

5.8. Vendor shall remove all equipment at the end of said contract in a manner that will allow Agency to reuse all wiring and associated cable.

5.9. Vendor’s telephone system shall contain reception quality that meets telecommunication industry standards and will be at a minimum equal to the quality available to the general public.

5.10. All installed telephone sets must include volume control.

5.11. Vendor shall provide a detailed plan for all aspects of the system, including, but not limited to, installation, acceptance, and training to satisfy all requirements within ten (10) business days upon contract award.
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5.12. Initial installations must be completed within 75 days from award of contract.

5.13. Installation of all telephone sets and related equipment shall be installed during normal business hours, 8:00 a.m. to 5:00 p.m., unless otherwise approved by Agency.

5.14. Agency requires, at a minimum, that the following issues be addressed and presented by vendor.

1) Equipment ordering
2) Establishment of all relevant system interfaces
3) Transfer of data from current supplier
4) Installation of telephone instruments
5) Installation of call processing equipment
6) Testing and system acceptance
7) Training and communication plan for:
   a) Agency Staff
   b) Inmate Population
   c) Family Members

5.15. Vendor shall provide all maintenance, support, repair, and replacement to the inmate telephone system in a timely manner.

5.16. All costs incurred for the maintenance, repairs and replacement shall be borne solely by the vendor and these costs shall not be offset by increasing rates or accessing higher fees to the end users.

5.17. Vendor shall upgrade software within 30 days of availability.

5.18. Vendor shall notify agency of all major software upgrades within 14 days prior to the installation. Vendor shall describe its software development cycle, including timing of major upgrades, along with its notification process. Agency reserves the right to deny or delay all software upgrades. Vendor shall detail its system architecture and change management process in the proposal.

5.19. Vendor shall upgrade all hardware as required to comply with performance standards as mandated in this RFP.

5.20. Telephone support from live, qualified technicians must be available 24/7/365.

1) Priority Level 1, when more than 50% of a single site or housing unit is without service. A response is required in less than 1 hour, and a resolution within 3 hours without a site visit. Resolution requiring a site visit must be completed within 8 hours.
2) Priority Level 2, when 25% to 50% of a single site or housing unit is without service. Response time is a maximum of 2 hours and resolution is a maximum of 6 hours without a site visit. Resolution requiring a site visit must be completed within 24 hours.
3) Priority Level 3, when 1% to 25% of a single site or housing unit is without service, response time is a maximum of 2 hours and resolution is a maximum of 6 hours without a site visit. Resolution requiring a site visit must be completed within 36 hours.

4) Priority Level 4, items on software fixed list or related to administrative issues that are informational, non-service related conditions or non-business critical, response time is a maximum of 4 hours, and resolution is a maximum of 24 hours without a site visit. Resolution requiring a site visit must be completed within 36 hours.

5) Agency reserves the right and ability to establish and/or change the priority level for each occurrence.

5.21. Vendor shall provide on-site field support from qualified technicians to be available 24/7/365. Refer to Section 5.20 for response and resolution timeframes. Vendor must provide a minimum of three (3) technicians that reside in the State of West Virginia.

5.22. The inmate telephone system must be a non-coin operated telecommunications service, using line-powered instruments compatible with Agency’s current wiring at all sites. In the event, new wiring is required at onset or with future expansion, Vendor shall be responsible for supplying and installing said wiring.

5.23. All services and equipment provided by Vendor must comply with all current and future federal, state, and local laws, rules, and regulations, as well as internal Agency policies and procedures. Vendor must be properly authorized by appropriate governing or regulatory entities to provide inmate telephone systems.

5.24. Vendor’s inmate telephone system must meet all ADA standards, including the installation TDD technology and hardware when requested by the Agency.

5.25. Vendor must obtain approval from Agency prior to cutting into girders, beams, wall, flooring or any other structures that may impair fire or moisture-proofing or cause structural damage.

5.26. Vendor must use new materials for wiring, which must be clearly marked at both ends and comply with current Electronic Institutional Association/Telephone Institutional Association specifications. No exposed wiring is permitted. To be run with industry standard telephone cabling CAT 5 cable or category 325 pair cable as necessary. All wiring infrastructure installed by Vendor shall become the property of the Agency upon expiration or termination of said Contract.

5.27. Vendor shall reimburse Agency for any damage to Agency’s property caused by Vendor during the term of this contract.

5.28. Vendor must affix labeling to all telephones with clear and concise dialing instructions, including notification that all calls are subject to monitoring and recording. Labels must be printed in both English and Spanish or as required by the Agency.

5.29. Vendor must supply only new telephone equipment. Said telephone equipment must be sturdy, non-coin, vandal resistant and armored with durable tamper-proof construction
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appropriate for a correctional environment. Agency recommends all Vendors provide a live
demonstration of phone system at oral presentation. Agency requires all vendors to bring a
sample of the inmate telephone/handset to the oral presentation.

5.30. Vendor, as well as Vendor’s subcontractors, shall clean up and remove all trash from
installation areas. No equipment, parts or inventory shall be stored onsite unless approved
by Agency.

5.31. Vendor shall provide a report to Agency listing the following:
   a) Telephone numbers
   b) Equipment identification numbers
   c) Location of equipment

5.32. Agency ID cards will be provided to Vendor’s personnel for entry into the facilities. Sites
reserve the right to search any deliveries, mail or packages received at the site prior to being
delivered inside of the security perimeter. Contract workers/visitors are subject to search of
their person, vehicles and personal items before entering the site. Such searches may be pat
down searches, searches by metal detectors, or searches by Agency canine unit. Agency has
authority to deny access. Vendor’s personnel shall comply with all Agency policies and
procedures.

5.33. Vendor’s personnel and subcontract personnel shall obtain, at Vendor’s cost, background
security clearance prior to arrival at the facilities.

5.34. Vendor shall install adequate surge and lightning protection equipment for the inmate
telephone system.

5.35. Vendor shall provide UPS back-up power. No separate power supply is required. It should
be a minimum of thirty (30) minutes to allow for a safe shutdown of the system during
power interruption.

5.36. In the event of a power outage, the inmate telephone system must automatically shut down
without losing any calling data. Once power is restored, the phone system must have an
automatic restart feature.

5.37. System Features and General Operation:

1) Must process all inmate calls on an outgoing, station-to-station, prepaid basis
2) Must limit one call per connection
3) Must block all incoming calls
4) Must process all calls by an automated operator. Access to live operators is not
   permitted at any time.
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5) The inmate shall be placed on hold after the dialing sequence in order to prohibit the inmate from monitoring or communicating with the called party. Once the call is accepted by the called party, the inmate will be connected.

6) Must be able to inform the called party of any and all charges for the call, prior to accepting the call.

7) Must have pre-recorded message announcing to the called party that this is: collect call (if applicable), name of facility, inmate name placing the call, and that the call is subject to being monitored and/or recorded. The system shall, at a minimum, have multi-lingual capabilities for English and Spanish.

8) Must provide Agency with the ability to program allowed or blocked numbers, either globally or by inmate.

9) Must deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers and allow blocking of specific telephone numbers.

10) Must allow free local calls to designated numbers, such as Public Defenders, Rape Crisis Centers, Prison Rape Elimination Act Hotline, and Critical Incident Hotline.

11) Must be able to control call duration based on time limits or time of day restrictions.

12) Must be able to set limits by housing units, individual inmates, and facility or destination numbers.

13) Must have voice biometric technology integrated and offer related analysis tools and capabilities. Preference will be given to systems that have continuous voice analysis throughout the call duration. Agency will not accept “beta” for unproven technology. If offering continuous voice verification, please include a reference where this service has been in place for a minimum of 6 months.

14) Must provide an integrated capability to monitor, record, store and retrieve inmate phone conversations on a real time basis. Recordings must be stored online for the entire contract term with the option to archive to removable/portable storage media. All recorded phone conversations are the property of the Agency.

15) Must allow recording playback with the following features:
   a. Separate the inmate side of the conversation from the called party side of the conversation in order to play on separate speakers for detailed analysis
   b. Accelerate or decelerate the conversation, isolating the talk path of either party
   c. Skip pauses in the conversation, isolating the talk path of either party
   d. Easily enter notes to removable/portable storage media.

16) Must be capable of importing and presenting relevant inmate information as determined by Agency, such as gang affiliation or victim information

17) Must be capable of providing verified Billing, Name, and Address (BNA) for all Collect and Prepaid Collect numbers.

18) Initial Prepaid Collect account setup for called parties must occur by Internet or live agent, and include collection of BNA information that is verified against secondary data such as credit card information or photo identification. No calls shall be completed without first obtaining verified BNA. BNA for an individual number shall be available by simply dragging over or clicking on the number displayed in the inmate
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...telephone system Graphic User Interface. Vendor must describe their prepaid process in detail at their oral presentation.

19) System must track IP addresses or other relevant identifiers for accounts funded online for use by investigative staff.

20) Must provide the ability to place alerts on specific inmate PIN or destination number as determined by Agency. This function shall, 1) automatically call designated number(s) or otherwise alert Agency staff, according to preference, when a call is being placed; 2) offer live monitoring of alerted calls in progress; and 3) include a “find and follow” feature so successive staff numbers are called.

21) Must provide the ability to have an individual Personal Allowed Number (PAN) list associated with each inmate.

22) TDD/TYY calls must be monitored using integrated functionality. The TDD/TYY monitoring shall be explained during vendor oral presentation.

23) Must ensure positive call acceptance by the called party prior to incurring charges, including both touch tone and rotary telephones. Voice recognition or passive acceptances are not acceptable methods of acceptance of call.

24) Must allow the called party to block their telephone number during the call.

25) Shall provide unlimited, secure, remote access capability from any PC/laptop with high speed internet connectivity. Remote access shall enable, at a minimum, ability to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access shall not impair system functionality or performance in any manner.

26) Must provide the Agency’s System Administrator with the capability to grant or modify authorized end users tiered and customizable access and control levels to the inmate telephone system Graphic User Interface.

27) Must be able to restrict PIN by housing unit in order to reduce PIN fraud.

28) Shall have the capability to establish unlimited “informant lines”. Calls to informant lines shall be provided at no cost to the inmate or to the Agency. Must be able to complete calls to a voice mailbox resident on the inmate telephone system, a voice mailbox resident on the Agency’s network, or a live person. Calls must be completed with or without a positive acceptance by the called party.

29) Shall have the ability to be shut down quickly and selectively using cut-off switches or remote software.

5.38. The inmate telephone system shall have the ability to detect three-way calling attempts (call forwarding or conferencing) after a call is accepted and established. Upon detection, these calls shall be marked within the Call Detail Record and the inmate telephone system shall have the ability to terminate the call immediately. If a call is terminated the inmate telephone system will play an automated message, with content determined by Agency, prior to terminating said call.
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5.39. The inmate telephone system shall have the ability to detect attempts to forward a call remotely (call forwarding prior to a call being accepted and established). Upon detection, these calls shall be marked within the Call Detail Record and the inmate telephone system shall have the ability to terminate the call immediately. If a call is terminated the inmate telephone system will play an automated message, with content determined by Agency, prior to terminating said call.

5.40. Call Detail Records (CDR) must be established any time an inmate telephone goes off-hook and must be stored and made available online for the duration of the Contract. All CDRs are the property of the Agency during the contract term as well as after expiration of said contract. CDRs must be established and maintained each time an inmate goes off-hook. CDR data must include at a minimum:

1) Off hook time
2) Inmate ID/PIN
3) End type (e.g. preanswer hang-up, called party hang-up, max time elapsed)
4) Phone number attempted
5) Station name
6) Billing start time
7) Duration of call (in seconds)
8) Billed time
9) Call type (e.g. collect, debit)
10) Jurisdiction type (e.g. local, interstate)
11) Termination reason

5.41. Recorded conversations must provide security measures to ensure they have not been tampered with. This security must extend to recordings transferred to external mediums such as CD-ROM or email. Vendor must provide expert testimony with respect to the security of records, when required.

5.42. Vendor shall establish a PIN management system for the inmate telephone system and require entry of valid PINs prior to attempting a call. Integration with Agency’s Offender Information System (OIS) is required to automate the PIN assignment process.

5.43. The inmate telephone system shall be capable to store and reference a list of Personal Allowed Numbers (PAN) associated with each PIN. The quantity of approved telephone numbers shall be configurable. The inmate telephone system shall be capable of storing the following PAN information:

1) Telephone Number
2) Called Party Name
3) Address
4) Relationship to Inmate
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5.44. The inmate telephone system shall be capable of suspending a specific PIN, restrict usage at
certain telephones by PIN, allow usage at certain telephone by PIN, facility or sub-location,
control duration of calls, time of day calls may or may not occur, specific numbers the PIN
may or may not call. Vendor shall demonstrate how the above will be accomplished and
continued.

5.45. Call rating and revenue reporting must include systematic controls and internal audit
processes to ensure correct and accurate reporting. Vendor shall describe systematic
controls and internal audit procedures.

5.46. The inmate telephone system must track and provide accurate summary revenue. Reports
must include all types and must reflect the total revenue for each call type, subtotaled by
tariff type.

5.47. The inmate telephone system must be capable of sorting CDRs and producing reports which
detail inmate telephone activity, including but not limited to, the reports below: Vendor
shall list all other available reports. Must be capable of producing customized reports.

1) Calling by facility
2) Calling by inmate PIN
3) Calling by station
4) Calling by destination number
5) Frequently called numbers (numbers called multiple times per day)
6) Commonly called numbers (numbers called by more than one PIN)
7) Global allowed or blocked numbers
8) PAN or attorney lists by inmate
9) Three-way calling attempts
10) Remote call forwarding attempts
11) Restricted number calling attempts

5.48. Vendor shall supply Agency 24 workstations and printers connected to the inmate telephone
system bandwidth at mutually agreed upon locations. Vendor shall refresh the equipment at
the beginning of every fourth year (at the end of each three year period). Equipment
requirements include:

1) Operating System – Windows 7 Enterprise
2) Flat panel monitor
3) CD/DVD burner
4) Color ink jet printer/scanner
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5.49. Upon commencement of installation, Vendor shall reimburse the Agency for three fulltime equivalent positions of Investigator 1 to fulfill the requirements of the operation of the inmate telephone system whose responsibilities will be to monitor the inmate telephone system within the Agency facilities and determine system functionality. The reimbursement for each positions listed above is $36,624 for a total of $ 109,872. The vendor shall adjust for salary reimbursement for the above listed positions to keep pace with the Agency granted increases. The vendor shall ensure that the reimbursement to the Agency for the above listed positions is via a separate check from the Agency’s commission check or paid as specified by the Agency.

5.50. The duties and responsibilities of the above positions shall include:

1) Routine operational checks of the inmate telephone system. All service issues will immediately be reported to the supervisor and Vendor.
2) Check monitoring and recording functionality of systems twice a work day and report findings to the supervisor and Vendor.
3) Generate all on-site reports as requested by Vendor and maintain a copy for Agency’s files.
4) Inform vendor when inventory supplies are needed.
5) Extract recording and provide CDs for Agency personnel use in accordance with Agency’s policies and procedures
6) Perform preventative maintenance on computer terminals as instructed by Vendor, including normal cleaning and defragmentation of hard drive
7) Alert Vendor to all equipment and service issues that impact Vendor’s performance under said Contract
8) Provide training to Agency’s staff
9) Provide training to inmates on telephone usage
10) Check Prisons Rape Elimination Act Hotline and Critical Incident Hotline as assigned

5.51. Flexible, state of the art technology shall be provided by Vendor to meet all network and system requirements. In addition, web based equipment and software must be provided. Vendor is responsible for repairing and/or replacing all hardware when needed as well as upgrading software every four months.

5.52. The inmate telephone system and related peripherals must be new and solely dedicated to Agency. Servers, storage units, and other infrastructure shall not be shared with other clients of Vendor.

5.53. Inmate telephone system architecture shall be expandable for future growth.
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5.54. Vendor shall provide redundant storage. Redundant storage sites shall be located such that a man made or natural disaster is not likely to compromise both storage sites due to a single event. Vendor shall store all inmate Call Details Records online for the life of the contract. Vendor shall supply all storage media to Agency for the life of the contract.

5.55. Liquidated Damages: Vendor shall pay Agency liquidated damages in the amount of $300.00 per each instance when Agency suffers one or more lost, unrecoverable, or unusable recording of a call. Agency agrees to notify Vendor at such occurrence and provide Vendor seven days per instance to produce the call recording. Agency shall invoice Vendor for all liquidated damage charges, to be paid by Vendor within 30 days of date of invoice.

5.56. Vendor shall supply dedicated network circuits for which Agency users can access CDRs. Access on shared bandwidth is not allowed. Vendor shall detail the network architecture, with particular emphasis on the dedicated bandwidth available at each site and the dedicated bandwidth available to access CDRs, both onsite and remotely.

5.57 Vendor shall describe its process for unblocking a telephone number that was restricted due to non-payment, including the timeframe to remove the restriction after payment is received.

5.58. The Vendors shall allow collect calling, with a minimum $100.00 monthly limit on non-delinquent accounts, to called parties. Vendor may establish direct or third party collect call billings. Vendor shall supply an alternative billing option for called parties who are categorized as unbillable by the service carrier.

5.59. Alternative payment or account setup methods such as enhanced SMS programs are not allowed. Regardless of billing methods, all calls must be charged at the rates outlined on the successful vendor’s bid.

5.60. Prepaid Collect accounts must include various payment options such as, credit card; electronic check; Western Union. Vendor shall describe available payment methods, timelines to post payments and timelines to allow calls to process. Prepaid Collect accounts may only be set up via live customer service representative on telephone or a secure online site. Account setup via Interactive Voice Response (IVR) is not allowed. Replenishment of minutes via IVR is allowed. No minimum funding is allowed for Prepaid Collect.

5.61. Vendor shall process all refund requests within a reasonable timeframe at no charge to the account holder. Vendor shall describe its refund process, including timeframe for account holder to receive refund.

5.62. Account expiration or dormant funds policies are not allowed.
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5.63. Vendor’s system must provide live customer service via a toll free number on a 24/7/365 basis. Live operator must be easily reached within a maximum of one minute without lengthy or complicated “press throughs”.

5.64. Vendor shall have call centers located in the Continental United States. Vendor shall provide a list of all call centers and locations providing end-user customer service.

5.65. Once connected to live operator, assistance must be consistently maintained at a maximum of 90 seconds. Agency reserves the right to request daily reports to ensure compliance.

5.66. Vendor shall propose a single flat postalized rate, including all rate types, per minute calling rate (with no surcharge). A discount should be proposed for prepaid and debit calling. The Agency does not currently provide debit calling but may choose to do so during this contract.

5.67. All billed revenue shall include all completed calls that generate revenue regardless of the call’s classification. Commission must be calculated on the total gross billed revenue exclusive of taxes and regulatory fees. No promotional or marketing type calls are allowed. No calls with commission rates that are less than the commission rates on standard prepaid.

5.68. All fees, charges or per minute cost of a call must be fully disclosed by the vendor, no other fees or charges will be allowed.

5.69. All rate increases mandated by a regulatory entity, will be passed through to the contract by change order, proof of said charges shall be provided by Vendor.

5.70. All requests for change orders must be sent to the Agency Central Office, to the attention of the Contracts Manager.

5.71 In the event Agency expands an existing facility or opens a new facility, Vendor shall provide inmate telephone services at the same contract pricing.

6. Oral Presentations (Agency Option): The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to its submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

6.1. Materials and Information Required at Oral Presentation:

6.1.1 Vendor shall bring samples of the actual telephone being bid, with the handsets, and will demonstrate all applications.
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6.1.2 Vendor shall perform a live telephone demonstration along with any other technology vendor is proposing.

6.1.3 Vendor shall provide and demonstrate a corrections grade, stainless steel telephone.

6.1.4 Vendor shall demonstrate a TDD/TTY Telephone, which shall also be corrections grade, stainless steel.

6.1.5 Vendor shall demonstrate the administration and investigative applications available with the telephone system.

6.1.6 Vendor shall perform a full run through of the customer web application tools.

6.1.7 Vendor shall explain and demonstrate, if possible, its PREA and critical incident information systems.

6.1.8 Vendors shall demonstrate the overall phone system, including any technology being proposed to the Agency.

6.1.9 Agency shall make internet access available and allow ample time for the presentation as well as all demonstrations.

SECTION FIVE: VENDOR PROPOSAL

1 Economy of Preparation: Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor’s abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.

2 Incurring Cost: Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

3 Proposal Format: Vendors should provide responses in the format listed below:

Title Page: State the RFP subject, number, Vendor’s name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

Table of Contents: Clearly identify the material by section and page number.

Attachment A: Within the attached response sheet (Attachment A: Vendor Response Sheet), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
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Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

Attachment B: Complete Attachment B: Mandatory Specification Checklist. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 4.5 of Section Four: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: Complete Attachment C: Cost Sheet included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

Oral Presentations: If established by the Agency in the Schedule of Events (Section 1.3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 4.6. During oral presentations, Vendors may not alter or add to its submitted proposal, but only to clarify information.

4 Proposal Submission: Proposals must be received in two distinct parts: technical and cost.

- Technical proposals must not contain any cost information relating to the project.
- Cost proposal shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Bidders Submitting Bids above.

5 Technical Bid Opening: The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.

6 Cost Bid Opening: The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder’s technical proposal failing to meet the minimum acceptable score and the bidder’s technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to West Virginia Code §5A-3-11(h) and West Virginia Code of State Rules §148-1-6.2.5.
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SECTION SIX: EVALUATION AND AWARD

1. **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within its written response and/or during the oral demonstration (if applicable) its understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.

2. **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

   The following are the evaluation factors and maximum points possible for technical point scores:

   - Qualifications and experience: 30 Points Possible
   - Approach and methodology: 30 Points Possible
   - Oral interview: 10 Points Possible
   - Cost: 30 Points Possible

   **Total:** 100 Points Possible

Vendor shall state the commission rate to be paid to Agency; however, the commission rate will not be considered in the evaluation of bids. **Vendor shall only state commission rate on the cost portion of the bid.**

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

**Lowest price of all proposals**

\[
\frac{\text{Lowest price}}{\text{Highest price}} \times 30 = \text{Price Score}
\]

Price of Proposal being evaluated

2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.

2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder’s technical proposal failing to meet the minimum acceptable score and the bidder’s technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to West Virginia Code §5A-3-11(h) and West Virginia Code of State Rules §148-1-6.2.5.
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Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and ten (10) years- eStorage experience in completing similar projects, and five (5) of which must be in state owned correctional facility; Five (5) references, three (3) of which must be from state owned correctional facility; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

List project goals and objectives contained in Section 4, Subsection 4:

Section 4, Subsection 4.1: To provide, install and maintain a fully operational, flexible, secure and reliable inmate telephone system.

Vendor Response:

Section 4, Subsection 4.2: To implement and maintain fair and reasonable call minute rates for the inmates, families and friends.

Vendor Response:

Section 4, Subsection 4.3: To pay a commission rate to the Agency that will be deposited into the Inmate Benefit Fund, a fund providing additional benefits to the inmate population that are not mandated by law. The commission rate quoted by Vendor will not be included in the bid evaluation process.

Vendor Response:
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Attachment B: Mandatory Specification Checklist

By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in Section Four: Project Specifications, Subsection 5. The State reserves the right to require documentation detailing how each is met at its discretion.

List mandatory specifications contained in Section Four, Subsection 5:

5.1. Vendor shall be responsible for all costs associated with the inmate telephone system, including the purchase of equipment, installation, service, maintenance, voice network/transmission, data network, and day-to-day operation. Agency shall have no liability or responsibility for any costs associated with the inmate telephone system.

Vendor Response:

5.2. When requested by Agency, Vendor shall provide informational pamphlets to all inmates describing the applicable features and functionalities of the inmate telephone system.

Vendor Response:

5.3. Vendor is responsible for determining all wiring and software requirements; if applicable, costs associated with the conversion of service from current inmate telephone system provider to the successful vendor under this RFP. If applicable, successful vendor will coordinate all details of the switch over from current vendor.

Vendor Response:

5.4. Vendor will provide written documentation to Agency indicating that all circuits have been tested and all cables, pairs, fiber strands blocks, etc. are legibly marked after completion of each installation.

Vendor Response:

5.5. If applicable, the successful vendor shall work with the current inmate telephone system provider to ensure an orderly transition of services, responsibilities and continuity of the services required by Agency.

Vendor Response:
5.6. All CDRs, (Call Detail Records) call recordings, documentation, reports data, contained in the inmate telephone system shall be the property of the Agency. All hardware and software shall be the property of the Vendor.

Vendor Response:

5.7. Vendor shall supply the required number of workstations, as well as future equipment upgrades and/or replacements, which become the property of the Agency after expiration or termination of the contract in order to allow Agency access to all CDRs, call and visitation recordings, documentation, reports, data, etc. contained in the inmate telephone system.

Vendor Response:

5.8. Vendor shall remove all equipment at the end of said contract in a manner that will allow Agency to reuse all wiring and associated cable.

Vendor Response:

5.9. Vendor’s telephone system shall contain reception quality that meets telecommunication industry standards and will be at a minimum equal to the quality available to the general public.

Vendor Response:

5.10. All installed telephone sets must include volume control.

Vendor Response:

5.11. Vendor shall provide a detailed plan for all aspects of the system, including, but not limited to, installation, acceptance, and training to satisfy all requirements within ten (10) business days upon contract award.

Vendor Response:
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5.12. Initial installations must be completed within 75 days from award of contract.

Vendor Response:

5.13. Installation of all telephone sets and related equipment shall be installed during normal business hours, 8:00 a.m. to 5:00 p.m., unless otherwise approved by Agency.

Vendor Response:

5.14. Agency requires, at a minimum, that the following issues be addressed and presented by vendor.

1. Equipment ordering
2. Establishment of all relevant system interfaces
3. Transfer of data from current supplier
4. Installation of telephone instruments
5. Installation of call processing equipment
6. Testing and system acceptance
7. Training and communication plan for:
   d) Agency Staff
   e) Inmate Population
   f) Family Members

Vendor Response:

5.15. Vendor shall provide all maintenance, support, repair, and replacement to the inmate telephone system in a timely manner.

Vendor Response:

5.16. All costs incurred for the maintenance, repairs and replacement shall be borne solely by the vendor and these costs shall not be offset by increasing rates or accessing higher fees to the end users.

Vendor Response:

5.17. Vendor shall upgrade software within 30 days of availability.

Vendor Response:
5.18. Vendor shall notify agency of all major software upgrades within 14 days prior to the installation. Vendor shall describe its software development cycle, including timing of major upgrades, along with its notification process. Agency reserves the right to deny or delay all software upgrades. Vendor shall detail its system architecture and change management process in the proposal.

Vendor Response:

5.19. Vendor shall upgrade all hardware as required to comply with performance standards as mandated in this RFP.

Vendor Response:

5.20. Telephone support from live, qualified technicians must be available 24/7/365.

1. Priority Level 1, when more than 50% of a single site or housing unit is without service. A response is required in less than 1 hour, and a resolution within 3 hours without a site visit. Resolution requiring a site visit must be completed within 8 hours.

2. Priority Level 2, when 25% to 50% of a single site or housing unit is without service. Response time is a maximum of 2 hours and resolution is a maximum of 6 hours without a site visit. Resolution requiring a site visit must be completed within 24 hours.

3. Priority Level 3, when 1% to 25% of a single site or housing unit is without service, response time is a maximum of 2 hours and resolution is a maximum of 6 hours without a site visit. Resolution requiring a site visit must be completed within 36 hours.

4. Priority Level 4, items on software fixed list or related to administrative issues that are informational, non-service related conditions or non-business critical, response time is a maximum of 4 hours, and resolution is a maximum of 24 hours without a site visit. Resolution requiring a site visit must be completed within 36 hours.

5. Agency reserves the right and ability to establish and/or change the priority level for each occurrence.

Vendor Response:

5.21. Vendor shall provide on-site field support from qualified technicians to be available 24/7/365. Refer to Section 5.20 for response and resolution timeframes. Vendor must provide a minimum of three (3) technicians that reside in the State of West Virginia.

Vendor Response:
5.22. The inmate telephone system must be a non-coin operated telecommunications service, using
line-powered instruments compatible with Agency's current wiring at all sites. In the event,
new wiring is required at onset or with future expansion, Vendor shall be responsible for
supplying and installing said wiring.

Vendor Response:

5.23. All services and equipment provided by Vendor must comply with all current and future
federal, state, and local laws, rules, and regulations, as well as internal Agency policies and
procedures. Vendor must be properly authorized by appropriate governing or regulatory
entities to provide inmate telephone systems.

Vendor Response:

5.24. Vendor's inmate telephone system must meet all ADA standards, including the installation
TDD technology and hardware when requested by the Agency.

Vendor Response:

5.25. Vendor must obtain approval from Agency prior to cutting into girders, beams, wall, flooring
or any other structures that may impair fire or moisture-proofing or cause structural damage.

Vendor Response:

5.26. Vendor must use new materials for wiring, which must be clearly marked at both ends and
comply with current Electronic Institutional Association/Telephone Institutional Association
specifications. No exposed wiring is permitted. To be run with industry standard telephone
cabling CAT 5 cable or category 325 pair cable as necessary. All wiring infrastructure
installed by Vendor shall become the property of the Agency upon expiration or termination
of said Contract.

Vendor Response:

5.27. Vendor shall reimburse Agency for any damage to Agency's property caused by Vendor
during the term of this contract.

Vendor Response:
5.28. Vendor must affix labeling to all telephones with clear and concise dialing instructions, including notification that all calls are subject to monitoring and recording. Labels must be printed in both English and Spanish or as required by the Agency.

Vendor Response:

5.29. Vendor must supply only new telephone equipment. Said telephone equipment must be sturdy, non-coin, vandal resistant and armored with durable tamper-proof construction appropriate for a correctional environment. Agency recommends all Vendors provide a live demonstration of phone system at oral presentation. Agency requires all vendors to bring a sample of the inmate telephone/handset to the oral presentation.

Vendor Response:

5.30. Vendor, as well as Vendor’s subcontractors, shall clean up and remove all trash from installation areas. No equipment, parts or inventory shall be stored onsite unless approved by Agency.

Vendor Response:

5.31. Vendor shall provide a report to Agency listing the following:
   d) Telephone numbers
   e) Equipment identification numbers
   f) Location of equipment

Vendor Response:

5.32. Agency ID cards will be provided to Vendor’s personnel for entry into the facilities. Sites reserve the right to search any deliveries, mail or packages received at the site prior to being delivered inside of the security perimeter. Contract workers/visitors are subject to search of their person, vehicles and personal items before entering the site. Such searches may be pat down searches, searches by metal detectors, or searches by Agency canine unit. Agency has authority to deny access

Vendor Response:

5.33. Vendor’s personnel and subcontract personnel shall obtain, at Vendor’s cost, background security clearance prior to arrival at the facilities.

Vendor Response:
5.34. Vendor shall install adequate surge and lightning protection equipment for the inmate telephone system.

Vendor Response:

5.35. Vendor shall provide UPS back-up power. No separate power supply is required. It should be a minimum of thirty (30) minutes to allow for a safe shutdown of the system during power interruption.

Vendor Response:

5.36. In the event of a power outage, the inmate telephone system must automatically shut down without losing any calling data. Once power is restored, the phone system must have an automatic restart feature.

Vendor Response:

5.37. System Features and General Operation:

1. Must process all inmate calls on an outgoing, station-to-station, prepaid basis
2. Must limit one call per connection
3. Must block all incoming calls
4. Must process all calls by an automated operator. Access to live operators is not permitted at any time.
5. The inmate shall be placed on hold after the dialing sequence in order to prohibit the inmate from monitoring or communicating with the called party. Once the call is accepted by the called party, the inmate will be connected.
6. Must be able to inform the called party of any and all charges for the call, prior to accepting the call.
7. Must have pre-recorded message announcing to the called party that this is: collect call, name of facility, inmate name placing the call, and that the call is subject to being monitored and/or recorded. The system shall, at a minimum, have multi-lingual capabilities for English and Spanish.
8. Must provide Agency with the ability to program allowed or blocked numbers, either globally or by inmate.
9. Must deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers and allow blocking of specific telephone numbers.
10. Must allow free local calls to designated numbers, such as Public Defenders, Rape Crisis Centers, Prison Rape Elimination Act Hotline, and Critical Incident Hotline.
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11. Must be able to control call duration based on time limits or time of day restrictions.
12. Must be able to set limits by housing units, individual inmates, and facility or destination
   numbers.
13. Must have voice biometric technology integrated and offer related analysis tools and
   capabilities. Preference will be given to systems that have continuous voice analysis
   throughout the call duration. Agency will not accept “beta” for unproven technology. If
   offering continuous voice verification, please include a reference where this service has
   been in place for a minimum of 6 months.
14. Must provide an integrated capability to monitor, record, store and retrieve inmate phone
   conversations on a real time basis. Recordings must be stored online for the entire contract
   term with the option to archive to removable/portable storage media. All recorded phone
   conversations are the property of the Agency.
15. Must allow recording playback with the following features:
   a. Separate the inmate side of the conversation from the called party side of the
      conversation in order to play on separate speakers for detailed analysis
   b. Accelerate or decelerate the conversation, isolating the talk path of either party
   c. Skip pauses in the conversation, isolating the talk path of either party
   d. Easily enter notes to removable/portable storage media.
16. Must be capable of importing and presenting relevant inmate information as determined by
   Agency, such as gang affiliation or victim information
17. Must be capable of providing verified Billing, Name, and Address (BNA) for all Collect
   and Prepaid Collect numbers.
18. Initial Prepaid Collect account setup for called parties must occur by Internet or live agent,
   and include collection of BNA information that is verified against secondary data such as
   credit card information or photo identification. No calls shall be completed without first
   obtaining verified BNA. BNA for an individual number shall be available by simply
   dragging over or clicking on the number displayed in the inmate telephone system Graphic
   User Interface. Vendor must describe their prepaid process in detail at their oral
   presentation.
19. System must track IP addresses or other relevant identifiers for accounts funded online for
   use by investigative staff.
20. Must provide the ability to place alerts on specific inmate PIN or destination number as
    determined by Agency. This function shall, 1) automatically call designated number(s) or
    otherwise alert Agency staff, according to preference, when a call is being placed; 2) offer
    live monitoring of alerted calls in progress; and 3) include a “find and follow” feature so
    successive staff numbers are called.
21. Must provide the ability to have an individual Personal Allowed Number (PAN) list
    associated with each inmate.
22. TDD/TYY calls must be monitored using integrated functionality. The TDD/TYY
    monitoring shall be explained during vendor oral presentation.
23. Must ensure positive call acceptance by the called party prior to incurring charges,
    including both touch tone and rotary telephones. Voice recognition or passive acceptances
    are not acceptable methods of acceptance of call.
24. Must allow the called party to block their telephone number during the call.
25. Shall provide unlimited, secure, remote access capability from any PC/laptop with high speed internet connectivity. Remote access shall enable, at a minimum, ability to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access shall not impair system functionality or performance in any manner.
26. Must provide the Agency's System Administrator with the capability to grant or modify authorized end users tiered and customizable access and control levels to the inmate telephone system Graphic User Interface
27. Must be able to restrict PIN by housing unit in order to reduce PIN fraud.
28. Shall have the capability to establish unlimited "informant lines". Calls to informant lines shall be provided at no cost to the inmate or to the Agency. Must be able to complete calls to a voice mailbox resident on the inmate telephone system, a voice mailbox resident on the Agency’s network, or a live person. Calls must be completed with or without a positive acceptance by the called party.
29. Shall have the ability to be shut down quickly and selectively using cut-off switches or remote software.

Vendor Response:

5.38. The inmate telephone system shall have the ability to detect three-way calling attempts (call forwarding or conferencing) after a call is accepted and established. Upon detection, these calls shall be marked within the Call Detail Record and the inmate telephone system shall have the ability to terminate the call immediately. If a call is terminated the inmate telephone system will play an automated message, with content determined by Agency, prior to terminating said call.

Vendor Response:

5.39. The inmate telephone system shall have the ability to detect attempts to forward a call remotely (call forwarding prior to a call being accepted and established). Upon detection, these calls shall be marked within the Call Detail Record and the inmate telephone system shall have the ability to terminate the call immediately. If a call is terminated the inmate telephone system will play an automated message, with content determined by Agency, prior to terminating said call.

Vendor Response:
5.40. Call Detail Records (CDR) must be established any time an inmate telephone goes off-hook and must be stored and made available online for the duration of the Contract. All CDRs are the property of the Agency during the contract term as well as after expiration of said contract. CDRs must be established and maintained each time an inmate goes off-hook. CDR data must include at a minimum:

1. Off hook time
2. Inmate ID/PIN
3. End type (e.g. preanswer hang-up, called party hang-up, max time elapsed)
4. Phone number attempted
5. Station name
6. Billing start time
7. Duration of call (in seconds)
8. Billed time
9. Call type (e.g. collect, debit)
10. Jurisdiction type (e.g. local, interstate)
11. Termination reason

Vendor Response:

5.41. Recorded conversations must provide security measures to ensure they have not been tampered with. This security must extend to recordings transferred to external mediums such as CD-ROM or email. Vendor must provide expert testimony with respect to the security of records, when required.

Vendor Response:

5.42. Vendor shall establish a PIN management system for the inmate telephone system and require entry of valid PINs prior to attempting a call. Integration with Agency’s Offender Information System (OIS) is required to automate the PIN assignment process.

Vendor Response:
5.43. The inmate telephone system shall be capable to store and reference a list of Personal Allowed Numbers (PAN) associated with each PIN. The quantity of approved telephone numbers shall be configurable. The inmate telephone system shall be capable of storing the following PAN information:

1. Telephone Number
2. Called Party Name
3. Address
4. Relationship to Inmate

Vendor Response:

5.44. The inmate telephone system shall be capable of suspending a specific PIN, restrict usage at certain telephones by PIN, allow usage at certain telephone by PIN, facility or sub-location, control duration of calls, time of day calls may or may not occur, specific numbers the PIN may or may not call. Vendor shall demonstrate how the above will be accomplished and continued.

Vendor Response:

5.45. Call rating and revenue reporting must include systematic controls and internal audit processes to ensure correct and accurate reporting. Vendor shall describe systematic controls and internal audit procedures.

Vendor Response:

5.46. The inmate telephone system must track and provide accurate summary revenue. Reports must include all types and must reflect the total revenue for each call type, subtotaled by tariff type.

Vendor Response:
REQUEST FOR PROPOSAL
COR61453 – Inmate Telephone System

5.47. The inmate telephone system must be capable of sorting CDRs and producing reports which detail inmate telephone activity, including but not limited to, the reports below: Vendor shall list all other available reports. Must be capable of producing customized reports.

1. Calling by facility
2. Calling by inmate PIN
3. Calling by station
4. Calling by destination number
5. Frequently called numbers (numbers called multiple times per day)
6. Commonly called numbers (numbers called by more than one PIN)
7. Global allowed or blocked numbers
8. PAN or attorney lists by inmate
9. Three-way calling attempts
10. Remote call forwarding attempts
11. Restricted number calling attempts

Vendor Response:

5.48. Vendor shall supply Agency 24 workstations and printers connected to the inmate telephone system bandwidth at mutually agreed upon locations. Vendor shall refresh the equipment at the beginning of every fourth year (at the end of each three year period). Equipment requirements include:

1. Operating System – Windows 7 Enterprise
2. Flat panel monitor
3. CD/DVD burner
4. Color ink jet printer/scanner

Vendor Response:
REQUEST FOR PROPOSAL
COR61453 – Inmate Telephone System

5.49. Upon commencement of installation, Vendor shall reimburse the Agency for three fulltime equivalent positions of Investigator 1 to fulfill the requirements of the operation of the inmate telephone system whose responsibilities will be to monitor the inmate telephone system within the Agency facilities and determine system functionality. The reimbursement for each positions listed above is $36,624 for a total of $ 109,872. The vendor shall adjust for salary reimbursement for the above listed positions to keep pace with the Agency granted increases. The vendor shall ensure that the reimbursement to the Agency for the above listed positions is via a separate check from the Agency’s commission check or paid as specified by the Agency.

Vendor Response:

5.50. The duties and responsibilities of the above positions shall include:

1. Routine operational checks of the inmate telephone system. All service issues will immediately be reported to the supervisor and Vendor.
2. Check monitoring and recording functionality of systems twice a work day and report findings to the supervisor and Vendor.
3. Generate all on-site reports as requested by Vendor and maintain a copy for Agency’s files.
4. Inform vendor when inventory supplies are needed.
5. Extract recording and provide CDs for Agency personnel use in accordance with Agency’s policies and procedures
6. Perform preventative maintenance on computer terminals as instructed by Vendor, including normal cleaning and defragmentation of hard drive
7. Alert Vendor to all equipment and service issues that impact Vendor’s performance under said Contract
8. Provide training to Agency’s staff
9. Provide training to inmates on telephone usage
10. Check Prisons Rape Elimination Act Hotline and Critical Incident Hotline as assigned

Vendor Response:

5.51. Flexible, state of the art technology shall be provided by Vendor to meet all network and system requirements. In addition, web based equipment and software must be provided. Vendor is responsible for repairing and/or replacing all hardware when needed as well as upgrading software every four months.

Vendor Response:
REQUEST FOR PROPOSAL
COR61453 – Inmate Telephone System

5.52. The inmate telephone system and related peripherals must be new and solely dedicated to Agency. Servers, storage units, and other infrastructure shall not be shared with other clients of Vendor.

Vendor Response:

5.53. Inmate telephone system architecture shall be expandable for future growth.

Vendor Response:

5.54. Vendor shall provide redundant storage. Redundant storage sites shall be located such that a man made or natural disaster is not likely to compromise both storage sites due to a single event. Vendor shall store all inmate Call Details Records online for the life of the contract. Vendor shall supply all storage media to Agency for the life of the contract.

Vendor Response:

5.55. Liquidated Damages: Vendor shall pay Agency liquidated damages in the amount of $300.00 per each instance when Agency suffers one or more lost, unrecoverable, or unusable recording of a call. Agency agrees to notify Vendor at such occurrence and provide Vendor seven days per instance to produce the call recording. Agency shall invoice Vendor for all liquidated damage charges, to be paid by Vendor within 30 days of date of invoice.

Vendor Response:

5.56. Vendor shall supply dedicated network circuits for which Agency users can access CDRs. Access on shared bandwidth is not allowed. Vendor shall detail the network architecture, with particular emphasis on the dedicated bandwidth available at each site and the dedicated bandwidth available to access CDRs, both onsite and remotely.

Vendor Response:

5.57. Vendor shall describe its process for unblocking a telephone number that was restricted due to non-payment, including the timeframe to remove the restriction after payment is received.

Vendor Response:
5.58. The Vendors shall allow collect calling, with a minimum $100.00 monthly limit on non-delinquent accounts, to called parties. Vendor may establish direct or third party collect call billings. Vendor shall supply an alternative billing option for called parties who are categorized as unbillable by the service carrier.

Vendor Response:

5.59. Alternative payment or account setup methods such as enhanced SMS programs are not allowed. Regardless of billing methods, all calls must be charged at the rates outlined on the successful vendor’s bid.

Vendor Response:

5.60. Prepaid Collect accounts must include various payment options such as, credit card; electronic check; Western Union. Vendor shall describe available payment methods, timelines to post payments and timelines to allow calls to process. Prepaid Collect accounts may only be set up via live customer service representative on telephone or a secure online site. Account setup via Interactive Voice Response (IVR) is not allowed. Replenishment of minutes via IVR is allowed. No minimum funding is allowed for Prepaid Collect.

Vendor Response:

5.61. Vendor shall process all refund requests within a reasonable timeframe at no charge to the account holder. Vendor shall describe its refund process, including timeframe for account holder to receive refund.

Vendor Response:

5.62. Account expiration or dormant funds policies are not allowed.

Vendor Response:

5.63. Vendor’s system must provide live customer service via a toll free number on a 24/7/365 basis. Live operator must be easily reached within a maximum of one minute without lengthy or complicated “press throughs”.

Vendor Response:
5.64. Vendor shall have call centers located in the Continental United States. Vendor shall provide a list of all call centers and locations providing end-user customer service.

Vendor Response:

5.65. Once connected to live operator, assistance must be consistently maintained at a maximum of 90 seconds. Agency reserves the right to request daily reports to ensure compliance.

Vendor Response:

5.66. Vendor shall propose a single flat postalized rate, including all rate types, per minute calling rate (with no surcharge). A discount should be proposed for prepaid and debit calling. The Agency does not currently provide debit calling but may choose to do so during this contract.

Vendor Response:

5.67. All billed revenue shall include all completed calls that generate revenue regardless of the call's classification. Commission must be calculated on the total gross billed revenue exclusive of taxes and regulatory fees. No promotional or marketing type calls are allowed. No calls with commission rates that are less than the commission rates on standard prepaid.

Vendor Response:

5.68. All fees, charges or per minute cost of a call must be fully disclosed by the vendor, no other fees or charges will be allowed.

Vendor Response:

5.69. All rate increases mandated by a regulatory entity, will be passed through to the contract by change order, proof of said charges shall be provided by Vendor.

Vendor Response:
5.70. All requests for change orders must be sent to the Agency Central Office, to the attention of the Contracts Manager.

Vendor Response:

5.71 In the event Agency expands an existing facility or opens a new facility, Vendor shall provide inmate telephone services at the same contract pricing.

Vendor Response:
REQUEST FOR PROPOSAL
COR61453 – Inmate Telephone System

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder’s behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

______________________________
(Company)

______________________________
(Representative Name, Title)

______________________________
(Contact Phone/Fax Number)

______________________________
(Date)
Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.
<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Address</th>
<th>Type</th>
<th># Inmates</th>
<th>Gender</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Anthony Correctional Center</td>
<td>HC 70, Box N-1</td>
<td>Minimum - Youthful Offender</td>
<td>220</td>
<td>M/F</td>
<td></td>
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<tr>
<td>Beckley Correctional Center</td>
<td>111 S. Eisenhower Drive</td>
<td>Minimum/Work Release</td>
<td>137</td>
<td>M/F</td>
<td>59 RSAT Inmates/78 Work Release Inmates</td>
</tr>
<tr>
<td>Charleston Correctional Center</td>
<td>607 Brooks Street</td>
<td>Minimum</td>
<td>66</td>
<td>F</td>
<td>Combination Correctional Center/Work Release. Currently a Work Release with 66 inmates. New Center to open January 2015. Vendor will move phone system to new building when completed</td>
</tr>
<tr>
<td>Denmar Correctional Center</td>
<td>HC 64, Box 125</td>
<td>Medium</td>
<td>216</td>
<td>Male</td>
<td></td>
</tr>
<tr>
<td>Huttonsville Correctional Center</td>
<td>US Rt. 230 South</td>
<td>Maximum</td>
<td>1136</td>
<td>Male</td>
<td></td>
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<tr>
<td>Work Camp - Huttonsville</td>
<td>US Rt. 230 South</td>
<td>Minimum</td>
<td>48</td>
<td>Male</td>
<td>Work Camp on prison property - Outside of Fence</td>
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<tr>
<td>Huntington Work Release Center</td>
<td>1236 Fifth Avenue</td>
<td>Work Release</td>
<td>66</td>
<td>M/F</td>
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<td>Lakin Correctional Center</td>
<td>11264 Ohio River Road</td>
<td>Multi-Security</td>
<td>455</td>
<td>Female</td>
<td></td>
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<tr>
<td>Martinsburg Correctional Center</td>
<td>38 Grapeseine Road</td>
<td>Intake/Maximum</td>
<td>120</td>
<td>Male</td>
<td></td>
</tr>
<tr>
<td>Facility Name</td>
<td>Address</td>
<td>Type</td>
<td># Inmates</td>
<td>Gender</td>
<td>Comments</td>
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<tr>
<td>Mt. Olive Correctional Complex</td>
<td>1 Mountainside Way Mt. Olive, 25185</td>
<td>Maximum/Medium</td>
<td>1076</td>
<td>Male</td>
<td></td>
</tr>
<tr>
<td>Slayton Work Camp - Mt. Olive</td>
<td>1 Mountainside Way Mt. Olive, 25185</td>
<td>Minimum</td>
<td>50</td>
<td>Male</td>
<td>Work Camp on prison property - Outside of Fence</td>
</tr>
<tr>
<td>Northern Correctional Facility</td>
<td>112 Northern Regional Correctional Drive Moundsville, WV 26041</td>
<td>Maximum</td>
<td>253</td>
<td>Male</td>
<td></td>
</tr>
<tr>
<td>Ohio County Correctional Complex</td>
<td>1501 Eoff Street Wheeling, 26003</td>
<td>Community/Minimum</td>
<td>66</td>
<td>Male</td>
<td></td>
</tr>
<tr>
<td>Parkersburg Correctional Center</td>
<td>225 Holiday Hills Drive Parkersburg, 26170</td>
<td>Minimum</td>
<td>30</td>
<td>Male</td>
<td></td>
</tr>
<tr>
<td>Pruntytown Correctional Center</td>
<td>Rt. 4, Box 49A Grafton, 26354</td>
<td>Minimum/Medium</td>
<td>369</td>
<td>Male</td>
<td></td>
</tr>
<tr>
<td>Salem Correctional Center</td>
<td>7 Industrial Blvd. Industrial, WV 26426</td>
<td>Minimum/Medium</td>
<td>400</td>
<td>Male</td>
<td></td>
</tr>
<tr>
<td>St. Mary's Correctional Center</td>
<td>2880 N. Pleasants Highway St. Mary's, 26170</td>
<td>Medium</td>
<td>554</td>
<td>Male</td>
<td></td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL
COR61453 – Inmate Telephone System

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.
State of West Virginia  
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §§5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
   ___ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
   ___ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
   ___ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:
   ___ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:
   ___ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder’s affiliate’s or subsidiary’s employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:
   ___ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
   ___ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
   ___ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §§5A-3-59 and West Virginia Code of State Rules.
   ___ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §§61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ___________________________  Signed: ___________________________

Date: ___________________________  Title: ___________________________

*Note: This field is not visible in the image.
CenturyLink™
Correctional Communications Services

West Virginia Division of Corrections

Solicitation #COR61453
Inmate Telephone System
Due Date: July 16, 2014

Submitted By:
CenturyLink
5454 West 110th Street
Overland Park, KS 66211

Contact:
Phil Burks
Senior Account Manager
Voice 913.345.7565 | Wireless 913.908.5099
Phillip.R.Burks@centurylink.com

Original

07/15/14 09:32:13AM
West Virginia Purchasing Division
Department of Administration, Purchasing Division  
Attn: Ms. Tara Lyle  
2019 Washington Street, East  
Charleston, WV 25305

Dear Ms. Lyle:

On behalf of the CenturyLink account team, we welcome the opportunity to respond to the State of West Virginia Solicitation COR 81453 for Inmate Telephone System and Service. CenturyLink is confident that our proposal meets all requirements, and we strongly feel that we offer the best solution to meet the Agency’s needs, now and into the future. Our Senior Account Manager, Phil Burks (913.345.7565), will be your primary contact for any questions on our proposal that you may have.

CenturyLink has over 23 years of Inmate Telephone System (ITS) implementation and support experience. Further, we believe our combination of in-state presence, financial resources, customer service, technical expertise, in-depth operational experience, and qualified personnel are unmatched in the industry. We currently provide ITS services for approximately 243,000 inmates nationwide, including multiple counties and five state departments of corrections.

Our response to the RFP will highlight our experience and will demonstrate that we are uniquely qualified to provide the best solution for the West Virginia Division of Corrections. CenturyLink has exhibited a thorough understanding of your needs and proposes a solution that, combined with our highly experienced resources, will provide you with the most advanced technological solution available, one that will enhance the experience of staff, inmates, and friends and family.

CenturyLink has a consistent and documented history of meeting and exceeding every contractual requirement; time after time we have proven our flexibility by implementing new services beyond the scope of the original proposal and subsequent contract. We encourage the Agency to call any of our current or previous accounts to verify this, and we strongly urge that you compare our references to those from the other bidders.
At CenturyLink, we believe that a product is only as good as the people standing behind it. Our fully staffed support center is always on call, and our entire staff is dedicated to providing the best customer support in our industry.

Sincerely,

Paul Cooper
General Manager
CenturyLink Correctional Markets
Office: 913-345-6002
Fax: 720-264-8121
Email: paul.n.cooper@centurylink.com
REQUEST FOR PROPOSAL
COR61453 – Inmate Telephone System

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder’s behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

CenturyLink Public Communications, Inc. dba CenturyLink

(Company)

Paul Cooper, General Manager

(Representative Name, Title)

Phone: 913-345-6002 / Fax: 720-264-8121

(Contact Phone/Fax Number)

7/11/2014

(Date)
AFFIDAVIT FOR CONTRACTS AND PAYMENTS

STATE OF OKLAHOMA KANSAS )
) SS
COUNTY OF OKLAHOMA JOHNSON )

The Undersigned (Architect, Contractor, Supplier or Engineer), of lawful age, being first duly sworn, on oath states that this contract is true and correct, and that the Affiant is the General Manager (title) for CenturyLink Public Communications, Inc. d/b/a CenturyLink (name of contractor), and that the affiant is authorized by the Contractor to sign this Affidavit and thereby bind both the Affiant and the Contractor.

Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

That the Affiant understands and agrees that the Affiant, by signing this Affidavit under oath, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County [(the “Board”)] on 10-4-99, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such resolution: (a) contracts entered into by the Board with publicly held corporations; or (b) contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; (c) the depositing of funds or contracts for the depositing of funds in a bank or other depository; or (d) contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

CenturyLink Public Communications, Inc. d/b/a CenturyLink
Business name of Contractor, Architect, Supplier or Engineer

By ____________________________

Printed Name of Affiant: Paul Cooper, General Manager
Individually and on behalf of the Contractor

Attested to before me this ___ day of July, 2014

By ____________________________

Note: 62 OKL-ST. ANN. §§ 310.9 (A & B), require counties executing contracts with an Architect, Contractor, Engineer or Supplier of Materials of Fifty Thousand Dollars ($50,000.00) or more to complete the statement required by Section 3109 of Title 74.
<table>
<thead>
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<th>Item Number</th>
<th>Page</th>
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Appendix

1. Addendum Acknowledgement
2. Value Added Services
3. Implementation Plan Chart
4. Exempt Information
5. Sample Reports
CenturyLink is pleased to submit this response for the State of West Virginia’s Solicitation for an Inmate Telephone System and Service.

Change is not always the easiest path, but often is the best. CenturyLink will provide outstanding support throughout a transition, during and after the contract.

Our response demonstrates our understanding of the requirements of the RFP, and presents solutions that go beyond the base RFP to enable the Agency to meet its current and future needs.

Equally as important, we base or relationships with our customers on trust and respect; our success is built on three principles: Accountability to the Customer, Telco-grade Systems, and Consistently Better Service.

Accountability to the Customer - The CenturyLink Team’s Service Approach

Service to the State of West Virginia
Our service plan for the Agency is multi-faceted. By taking excellent care of inmates and their family members, complaints and overall frustration with the Inmate Telephone System (ITS) is minimized. And by meeting our commitments and maintaining flexibility throughout the contract, the State can be assured that their cost of administering the contract will be absolutely minimized:

- Dedicated Service Team: Although we are a part of a large national corporation, our Correctional Markets Division is a standalone entity focused on managing complex inmate telephone system installations. Bottom line: the Agency can be assured of focused, quality attention and service.

- “Telco-grade” system, with no lost call records or voice recordings. Since the CenturyLink Team cut over its first ITS we have processed over 100 million call detail records (CDRs) and audio recordings. Not a single CDR or audio recording has been lost. No other provider’s ITS can match the redundancy, fault-tolerance, and overall performance of our system.

- Consistent history of meeting or exceeding commitments. Time after time, CenturyLink has proven its flexibility in implementing new services beyond the scope of the original RFP proposal process or contract.
Service to Inmates
Service to inmates requires high system availability and prompt responses to inquiries and complaints, but it also means transforming the ITS from just a one-way calling system to a true administrative tool for the Agency:

- System availability. Inmate perceptions of the ITS begin with exceptional system availability. With our redundant architecture, no other provider can deliver the system availability that we can.
- Timely response to inmate complaints. Unhappy inmates mean unhappy staff.
- Inmate Training. Transition planning also includes inmate training as well as day room posters.
- Ability to implement commissary ordering by phone and other automated functions.

Service to Family Members
Poor service to family members is a major problem in our industry and the reason is simple: cost. Live agents are expensive to staff and train, and most providers purposely make it difficult to reach one. The CenturyLink Team's approach is different:

- **U.S.-based representatives who answer the phone. Please call all vendors' customer service lines and compare:**
  Our call center can be reached at (888) 506-8407. Our average hold times are consistently under 90 seconds — less than 10 seconds during peak weekday times during which we are more heavily staffed.

- **Real-time routing to customer service.**
  When an inmate calls a number, if the called party does not have an account with us (for example, a first call to a cell phone) or has depleted the funds in their account, they are immediately routed to our call center and presented with options to complete the call.

- No "alternative billing programs". Many providers have implemented programs to artificially inflate commission offers. Automated payment systems that include Voice Response Systems or Enhanced Text Messages charge hefty fees — up to $15 per call — and do not obtain called party information for investigators. **CenturyLink account setups are NEVER anonymous, ensuring family members they will never be charged $15 fees, and the Agency that called party information is available to investigators.**

- **Audits and accountability.** As a division of a Sarbanes-Oxley compliant company, CenturyLink completes monthly audits to verify call rating and billing accuracy.
Telco-grade Systems

Our proposal presents a state-of-the-art ITS coupled with exceptional customer service, which we have summarized below:

State of the Art Technology
Our proposed ITS has been developed with the help of correctional industry professionals as well as experienced leaders in the telecommunications field. A few examples of the System’s capabilities:

- Enhanced Reverse Lookup Capabilities
- Ability to access the system without dedicated work stations. All inmate investigation, monitoring, and administrative functions can be accessed from any computer with Internet access
- Live monitoring via workstation, telephone, or cellular phone
- On-line access to call data and recordings from any Internet-enabled computer
- Easy-to-use tools for saving, copying, or emailing recordings, reports and call detail records
- Inmate PIN integration with your existing JMS vendor
- Debit account funding from trust or commissary systems
- Commissary ordering over the phone system, including intelligent enforcement of ordering rules and inventory availability
- Inmate information services using the phone system, including release information, sick call appointments, trust account balance information, etc.
- Data exchange for automated updating of VINE data
- PREA and other “hot line” numbers are easily programmable

ITS Platform
Our platform provides exceptionally high availability, and is a browser-based application that allows control, monitoring, searching, and reporting of all inmate calls through a simple, point-and-click GUI (Graphical User Interface). All data is stored at multiple geographically diverse, highly secure and highly available data centers to provide exceptional redundancy of data.

All call detail records and call recordings are stored on-line; they are never archived. This information will be available immediately; there will be no delay waiting for archived data to be restored.

Our goal is to provide a state-of-the-art ITS that not only increases the productivity and effectiveness of investigative staff, but can also be used to automate and streamline operations within the facility.
Executive Summary

Consistently Better Service

- CenturyLink is fully qualified, exceeds the experience requirements, and has been providing inmate telephone services to federal, state and local governments for over 22 years. We have state and county contracts providing inmate telephone services for approximately 243,000 inmates nationwide.
- Our Project Team has almost 300 years of combined telecommunications experience with inmate services, and has demonstrated the ability to understand our customer's issues and creatively adapted our approach to address their issues and meet their needs.
- During the month of March 2011, we concurrently installed Clark County, NV, (380 phones), City of Las Vegas, (110 phones), and Hillsborough County, Florida, (468 phones).
- We perform monthly audits on all call records, ensuring accurate commission payments.

Within the last five years, CenturyLink has seamlessly implemented systems serving over 190,000 inmates nationwide.

- CenturyLink's support staff is experienced, fully trained, and certified on the proposed ITS. This team will be led by Phil Burks, our Account Manager, with 8 years of inmate industry experience, and Barry Brinker, our Operations Director, who has 16 years telecommunications experience, including prime responsibility for the installation of the Texas Department of Criminal Justice Offender Telephone System, a ground-up project with 114 sites and over 5,000 telephones.

Summary of Key Differentiators of the CenturyLink Team

As the Agency is well aware, inmate calling services are a complex IT service spanning network engineering, system integration, field operations, and called party customer care. As a result, it is difficult to fully judge a provider's capabilities — and the true total cost of ownership to you and your citizens — from just an offeror's carefully constructed RFP responses. Please carefully consider the following during review of the responses:

Accountability to West Virginia — no one even comes close

- Ownership of the entire solution, from the ITS to the fiber the network runs on
- By far the strongest provider financially, with over $3 billion in annual cash flow
Executive Summary

Telco-grade system engineering
- Network owned and operated by CenturyLink
- Redundant facilities we own and control, resulting in 99.999% availability for both inmate calling and investigations.

Consistently better service
- **Seamless transition**: highly experienced install team partnering with existing providers
- Family members have **simple and fast access** to live U.S.-based representatives, not an automated system.
- **A service program that results in 20%+ more revenue** than other providers – we have the data to prove it.

We believe these unique capabilities, combined with our very competitive calling rates, provide the lowest total cost of ownership and best value to West Virginia. We encourage you to call any of our references to verify our performance.

Why Select CenturyLink for this Project?
- Our solution meets or exceeds all specifications.
- CenturyLink has provided similar inmate telephone services for numerous clients and has excellent references.
- The combination of CenturyLink's seasoned management and highly qualified service staff enable us to reliably deliver successful projects and provide exceptional ongoing support.
- A commitment to service that means more revenue and fewer complaints to the Agency.

We at CenturyLink thank you for the opportunity to present this response. We are dedicated to going over and beyond your expectations, and we commit to providing the State of West Virginia the best inmate telephone services experience possible.
Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and ten (10) years' experience in completing similar projects, and five (5) of which must be in state owned correctional facility. Five (5) references, three (3) of which must be from state owned correctional facility; copies of any staff certifications or degrees applicable to this project: proposed staffing plan: descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Inmate Telephone Systems and Service Qualifications

CenturyLink Public Communications Inc. ("CenturyLink") is a wholly-owned subsidiary of Embarq Corporation, which in turn is a wholly-owned subsidiary of CenturyLink, Inc.

CenturyLink has over 23 years of Inmate Telephone System (ITS) implementation and service experience. We currently provide inmate telephone services for facilities housing over 240,000 inmates nationwide, including multiple major counties and five state departments of corrections (Alabama, Kansas, Nevada, Texas, Wisconsin), and are in the process of transitioning the Idaho Department of Corrections to our ITS from GTL's ITS.

We already have service infrastructure in the State, providing public payphone service the State of West Virginia, West Virginia rest areas, state parks, and toll booth areas.

Our Project Team has almost 300 years of combined telecommunications experience with inmate services, and has demonstrated the ability to understand our customer's issues and creatively adapted our approach to address their issues and meet their needs.

Within the last five years CenturyLink Correctional Markets has seamlessly implemented systems serving over 190,000 inmates nationwide. CenturyLink's support staff is experienced, fully trained, and certified on the Enforcer® System which we will install for the Agency.

Qualifications

CenturyLink Public Communications, Inc. ("CenturyLink")

- 23 years' experience in inmate telephone systems
- 5 existing state contracts: numerous county contracts
- Provide ITS services for over 250,000 inmates nationwide, growing to over 250,000 after installation at Idaho DOC
- Already providing public payphone services to the State of West Virginia
- System transitions/Installations totaling 190,000 inmates in last 5 years
- 100% retention rate with Enforcer System dating back to 2006

CenturyLink, Inc. (parent corporation)

- 3rd largest telecommunications company in U.S.
- $13 billion annual revenues
- Only publicly held, currently Sarbanes-Oxley compliant company in inmate communications
Corporate Qualifications

As a division of the third largest telecommunications company in the United States, CenturyLink Public Communications, Inc. ("CenturyLink") has the financial resources to support our accounts. Just as important, CenturyLink, Inc. is currently Sarbanes-Oxley-compliant — not past-compliant or SAS70/SOC1 "certified" — meaning that we have the financial and operational controls in place to ensure the integrity of the Agency's data as well as the integrity of our rating and billing data.

CenturyLink, Inc., CenturyLink's parent company, is the third largest telecommunications company in the United States (45,000 employees, $188 in annual revenues), is a S&P 500 company and ranked at number 150 on the Fortune 500 list of America's largest corporations. It is recognized as a leader in network and data center services by technology industry analyst firms.

CenturyLink, Inc. provides data, voice and managed services in local, national and select international markets through its high-quality advanced fiber optic network and multiple data centers for businesses and consumers.

CenturyLink, Inc. will also provide significant additional support for our inmate communications contracts, including world class data center infrastructure, network bandwidth, and repair personnel.

Technology Partner - ICSolutions

CenturyLink's key partnership is with Inmate Calling Solutions, LLC ("ICSolutions"). ICSolutions is the industry-leading provider of inmate telephone and call control systems, with unmatched end-user call-routing as well as investigative usability and security features.

- **Enforcer System Development and Technical Support.** ICSolutions designs and manages the Enforcer core offender call control and recording system. As detailed in our response, the Enforcer System will be completely dedicated to West Virginia and includes upgrades provided at no cost throughout the contract.

- **Enforcer System Integration.** Data integrations with state and other third party systems, e.g. the Offender Management System. All integrations are written to West Virginia-defined specifications, not vice versa, and are available at installation and throughout the contract (as systems change or additional integrations are requested) at no cost to the state or inmates/family members.

- **Special Feature Design.** As CenturyLink and ICSolutions have done at other state agencies, custom reporting and features are available upon request at no cost. The dedicated architecture specified in the RFP facilitates custom feature deployment strictly for West Virginia DOC.
## Experience and Customer References

### References - Summary

The following are the Department of Corrections that CenturyLink currently serves — in order to provide a complete picture of our service history, none of our state DOC customers have been excluded from the list below.

<table>
<thead>
<tr>
<th>Customer</th>
<th>Summary of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alabama Department of</td>
<td>Installation of self-learning PANs, CTL attorney audits, fraud and velocity controls, prepaid collect and inmate debit, location-based calling restrictions</td>
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<tr>
<td>Corrections</td>
<td></td>
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<tr>
<td>Served since</td>
<td>2012</td>
</tr>
<tr>
<td>Account size</td>
<td>30 facilities, 25,000 inmates</td>
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<td></td>
<td>OMS interface, first-time</td>
</tr>
<tr>
<td>Contact</td>
<td>Robert M Brantley, Assistant Accounting Director</td>
</tr>
<tr>
<td></td>
<td>Phone: (334) 353-5561</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:robert.brantley@doc.alabama.gov">robert.brantley@doc.alabama.gov</a></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer</th>
<th>Summary of Services</th>
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</thead>
<tbody>
<tr>
<td>Kansas Department of</td>
<td>JPAY kiosk system for inmate debit purchase, interface with Union Supply for commissary ordering by phone (in-process), prepaid collect</td>
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<tr>
<td>Corrections</td>
<td></td>
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<tr>
<td>Served since</td>
<td>2007</td>
</tr>
<tr>
<td>Account size</td>
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<td>OMS interface, interface with</td>
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<tr>
<td>Contact</td>
<td>Chris Walker, Communications Supervisor Lansing Correctional Facility (formerly Kansas State Penitentiary)</td>
</tr>
<tr>
<td></td>
<td>Phone: (913) 727-3235</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:chris.walker@doc.ks.gov">chris.walker@doc.ks.gov</a></td>
</tr>
</tbody>
</table>
### Customer: Nevada Department of Corrections

- **Served since:** 2008
- **Account size:** 18 facilities, 12,700 inmates
- **Summary of Services:** OMS interface, prepaid collect, inmate debit, continuous voice biometrics, cell phone detection equipment trial, automated inmate information services, detailed location-based calling restrictions by housing units, inmate voicemail

**Contact:** Dawn Rosenberg, Chief of Purchasing and Contract Management  
Phone: (775) 887-3219  
Email: drosenberg@doc.nv.gov

---

### Customer: Texas Department of Criminal Justice

- **Served since:** 2008
- **Account size:** 114 facilities, 160,000 inmates
- **Summary of Services:** First-time installation of phone infrastructure (Gigabit-Ethernet LAN), OMS interface, prepaid collect, inmate debit, pre-call voice biometric validation, Managed Access implementation, called party and attorney identity and residency verification

**Contact:** Lynda Cobler

---

### Customer: Wisconsin Department of Corrections

- **Served since:** 2001
- **Account size:** 36 facilities, 22,000 inmates
- **Summary of Services:** OMS interface, first time PIN implementation, attorney balloting, continuous recording storage

**Contact:** John Shanda,  
Telecommunications Manager  
Phone: (608) 240-5666  
Email: john.shanda@wisconsin.gov
We also invite WVDOC to contact our newest customer, Idaho Department of Corrections, where we are currently in the process of installing.

<table>
<thead>
<tr>
<th>Customer</th>
<th>Idaho Department of Corrections</th>
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<td>Served since</td>
<td>Currently installing</td>
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<td>Account size</td>
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<td>voice biometrics, installation of</td>
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<td>inmate living unit kiosks including</td>
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<td>video visitation, commissary</td>
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<td>ordering by phone and kiosk,</td>
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<td></td>
<td>inmate debit, automated inmate</td>
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<td></td>
<td>information services</td>
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<tr>
<td>Contact</td>
<td>Juliet McKay, Contract Officer</td>
</tr>
<tr>
<td></td>
<td>Phone: (208) 658-2176</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:jmckay@idoc.idaho.gov">jmckay@idoc.idaho.gov</a></td>
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Description of Past Projects

**Alabama Department of Corrections**

CenturyLink signed a contract in June 2012 with the Alabama Department of Corrections to install 1,121 inmate phones serving approximately 25,000 inmates at 30 facilities throughout the state. The installation was completed in September 2012.

The project goal was to complete the installation on schedule and within specifications. During implementation, our team uncovered widespread wiring issues; however, the project goals were achieved and the installation was completed on-time.

CenturyLink worked closely with the incumbent ITS vendor to ensure a seamless transition of service from the existing calling platform to the Enforcer System with no loss of service, and all existing customer data (PIN numbers, PIN/PAN lists, globally blocked numbers, privileged (do not record) numbers, etc.) successfully transferred.

Noteworthy aspects of the implementation project were:

- Interface with the Alabama DOC Offender Management System.
- First-time implementation of automated Personal Allowed Number (PAN) management

**Alabama DOC:** CenturyLink’s service to ADOC has included several firsts for the agency:

- Repair of widespread inside cabling issues left behind by previous provider
- First-time implementation of self-learning PANs
- Implementation of remote video visitation pilot program
• Pilot implementation of remote video visitation
• Development of a debit calling interface with the Alabama DOC trust account system

Shelia Rafferty was the Implementation Project Manager for this project and her contact information and qualifications are listed above in the Staff Qualifications Section.

Kansas Department of Corrections

CenturyLink has provided inmate telephone service for Kansas Department of Corrections since December 2007, and was recently awarded a new long-term contract to continue serving KDOC. CenturyLink is one of the only inmate telephone providers in the past 5 years who has been able to retain an existing state DOC account under a newly issued RFP/contract.

KDOC has 967 inmate phones at 13 facilities throughout the state, and an average daily inmate population is approximately 9,500

After the initial contract and renewal options expired, the contract went out to bid in 2012 and a new contract was awarded to CenturyLink and signed in January 2013 for an additional three years with two one year renewal options.

CenturyLink worked closely with the incumbent ITS vendor on the initial installation in 2007 to ensure a seamless transition of service to the Enforcer System with no loss of service, and all existing customer data (PIN numbers, PIN/PAN lists, globally blocked numbers, privileged (do not record) numbers, etc.) successfully transferred, including a compressed installation schedule and “buyout” of the prior vendor ahead of the Christmas holiday.

KANSAS
DEPARTMENT OF CORRECTIONS

Kansas DOC: During our installation at the Kansas DOC in 2007, we recognized a significant amount of “noise” on many of the lines at the state's largest facility. Site staff stated that it was a reported chronic issue that had not been addressed by the previous provider, who faced a $15,000+ cost of hiring outside contractors to fix the problem.

However, through the network organization of CenturyLink, Inc. we were able to dispatch an outside plant expert to the site, and resolved the problem within one day.

Noteworthy aspects of the implementation project were:
• Interface with the State of Kansas Offender Management System.
• Interface with the State of Kansas Commissary System
• Automated debit calling
• Interface with JPay for kiosk features

Shelia Rafferty was the Implementation Project Manager for this project and her contact information and qualifications are listed above in the Staff Qualifications Section.
Nevada Department of Corrections

CenturyLink signed a contract to provide inmate telephone service for Nevada Department of Corrections in February 2008 and completed the installation in April 2008. CenturyLink installed 678 inmate phones at 18 facilities throughout the state. The average daily inmate population is approximately 12,700.

The project goal was to complete the installation on schedule and within specifications. Even though there were challenges with the installation (as with any large project), all goals were completed on time and within specifications.

CenturyLink worked closely with the incumbent ITS vendor to ensure a seamless transition of service to the Enforcer System with no loss of service, and all existing customer data (PIN numbers, PIN/PAN lists, globally blocked numbers, privileged (do not record) numbers, etc.) successfully transferred. Noteworthy aspects of the implementation project were:

- Interface with the State of Nevada Offender Management System.
- Interface with the State of Nevada Inmate Banking System Commissary
- Automated PIN and Debit calling
- Initially Implemented Pre-call Voice Biometrics
- Implemented Continuous Voice Biometrics (Investigator Pro) mid-contract
- Network bandwidth swap mid-contract
- Inmate automated information services – trust-account verification implemented through the Enforcer System mid-contract
- Inbound friends & family voicemail for inmates mid-contract
- Informational messaging system implemented mid-contract

Nevada DOC: CenturyLink is proud of our long-standing partnership with NDOC, and has implemented a number of value-added products and features with no impact to calling rates or commissions throughout the contract.

These features have included no-cost bandwidth augmentations to the State’s internal network, inmate voicemail, automated information services for inmates, and other products.

Shelia Rafferty was the Implementation Project Manager for this project and her contact information and qualifications are listed in the Staff Qualifications Section.
Texas Department of Criminal Justice (TDCJ)

CenturyLink signed a contract to provide inmate telephone service for the Texas Department of Criminal Justice in October 2008. The installation began in February 2009 and was completed in December 2009. CenturyLink installed 5,385 inmate phones at 114 prison facilities throughout the state. The average daily inmate population is approximately 160,000.

The project goal was to complete the installation on schedule and within specifications. TDCJ did not offer inmate telephone service prior to this contract. This made the implementation the largest inmate telephone system project ever undertaken, requiring all new wiring, conduit, and telephone installation in every facility. In addition, a customized PAN verification process was developed by CenturyLink to meet the rigorous requirements of TDCJ.

Noteworthy aspects of the implementation project were:

- Automated population of inmate information
- Voice print biometrics
- Interface with TDCJ Commissary
- Automated debit calling
- Customized PAN verification process

Barry Brinker was the Implementation Project Manager for this project and his contact information and qualifications are listed in the Staff Qualifications Section.

Wisconsin Department of Corrections

CenturyLink has provided inmate telephone service for Wisconsin Department of Corrections since 2001. CenturyLink installed 1,287 inmate phones at 36 facilities throughout the state. The average daily inmate population is approximately 22,000.

**Wisconsin is another example of CenturyLink's long-term commitment to service and customer retention.** At the expiration of the original 2001 contract and extensions in 2009, CenturyLink won the resulting RFP and new long-term contract.

CenturyLink worked closely with the incumbent ITS vendor to ensure a seamless transition of service from the existing calling platform to the Enforcer System with no loss of service, and all existing customer data (PIN numbers, PIN/PAN lists, globally blocked numbers, privileged [do not record] numbers, etc.) successfully transferred. Noteworthy aspects of the implementation project were:
First-time implementation of PINs
Secure and approved system User Remote Access when this was a relatively new and uncommon feature
On-line call recording storage for the life of the contract and seven years beyond
Instructional video production
Placement of on-site PIN administrators

Wisconsin DOC: WIDOC is CenturyLink's longest-served DOC customer, since 2001. We were awarded the opportunity to continue serving Wisconsin in 2009 under a new long-term contract.

Shelia Rafferty was the Implementation Project Manager for this project and her contact information and qualifications are listed in the Staff Qualifications Section.

Staffing and Experience of Personnel

Staffing Roles and Responsibilities

Provided below is the service organization CenturyLink will have in place to meet the requirements of the contract. Our service organization begins with the customer, who is provided with a Program Manager, Brenda McKinley focused on customer satisfaction and contract compliance.

Brenda will oversee a staff of four (4) West Virginia-based field technicians (exceeding requirements) and three (3) Investigator 1 positions at WV DOC headquarters or other designated location. These positions are shaded in blue.

In addition to service personnel focused serving all of CenturyLink's other DOC contracts, Brenda will have access to all of the corporate resources of CenturyLink, Inc. - network, data center infrastructure, skilled higher-level technical personnel (e.g. outside plant technicians, fiber splicers), as well as the financial resources of an $18 billion company.

Put together, no other provider can come close to providing WV DOC with the service resources that CenturyLink can.
Service Organization Chart – West Virginia Division of Corrections

CenturyLink's Service Delivery Team provides overall management oversight to all of CenturyLink's DOC contracts, including but not limited to contract compliance, service metrics, security feature development, data integrations, network operations, and all other aspects of turnkey correctional communications services:
Post serves on the National Security Telecommunications Advisory Committee (NSTAC), and chairs the Communications Security, Reliability, and Interoperability Council (CSRIC).

**William E. ("Bill") Cheek – President Wholesale Markets.** Leading the Wholesale Markets Group, Bill Cheek is responsible for Product, Marketing, Sales, Service and Operations for the portfolio of Wholesale Products offered to inter-exchange carriers, competitive local exchange carriers, wireless providers, and correctional communication systems. He had a leading role in the merger of CenturyTel and Embarq – creating CenturyLink in 2009 – and used that experience again in the 2011 consolidation of Qwest into CenturyLink. He previously served as President, Wholesale Markets Group at Embarq and Assistant Vice President - Strategic Sales and Account Management in Sprint Business Solutions, where he was responsible for developing and maintaining relationships with large wholesale customers. A 37-year veteran of the telecommunications industry, Cheek began his career with Allied Tel in 1977, before joining Sprint in 1981.

**Karen Puckett – Executive Vice President and COO.** As CenturyLink’s Chief Operating Officer, Puckett is responsible for the company’s financial and operational performance in the business and consumer segments. She leads marketing, sales, service delivery, care and customer experience initiatives for all business and consumer customers and the implementation of the local operating model in the company’s local service areas in 37 states. With 30 years of telecommunications experience, Karen Puckett is an industry veteran with proven success in the integration of complex operations, the achievement of industry-leading financial and operational performance, and the creation of a company culture that is focused on accountability, innovation and growth.

**Jeff Von Deylen, President Technology Solutions.** As President of Technology Solutions, Von Deylen oversees all aspects of the global managed IT solutions business, including sales, business development, marketing, product development and innovation, operations and customer service. He previously served as Senior Vice President of Global Operations and Client Services for Savvis (acquired by CenturyLink in 2011), leading teams engaged in client lifecycle support. This comprised service transition, service operations and continuous improvement strategies for all product lines, including network, collocation, managed hosting and cloud solutions. Before joining Savvis, Von Deylen held financial and corporate development positions at companies such as American Electric Power Co., GTS Telecommunications, Qwest Communications International and Arthur Andersen.

**Girish Varma – President Global IT Services & Solutions.** Varma is currently President of Global Information Technology Services and Solutions, where he is responsible for leading CenturyLink’s new products and solutions in the areas of IT strategy and system consulting, application services, cloud systems integration and IT security services. Prior to the acquisition of Qwest in 2009, Varma served as Senior Vice President and Chief Information Officer at Qwest, a position he held since September 2006 and included leading the IT organization in enabling the business turnaround at Qwest. Prior to joining IBM, Varma was a Vice President at AT&T, where he retired in 2003 after a successful 25-year career. At AT&T, he had the CIO and service development responsibilities for AT&T business, network and local services. He started his telecommunications career at Bell Laboratories, where he held a number of technical and management positions with increasing levels of responsibilities. During the past several years he led a number of successful business and IT transformation programs in several areas.
Maxine Moreau – Executive Vice President Network Services. A 30-year veteran of telecommunications, Network Services Executive Vice President Maxine Moreau is responsible for network planning, engineering and construction as well as the network operations reliability centers for the company’s global network. She also is responsible for field operations for the national backbone network. Moreau is overseeing the network enablement that currently provides commercial 100 Gbps service to businesses for high-bandwidth needs as well as the deployment of 1Gbps fiber networks in certain markets for both consumers and business customers. CenturyLink has the third-largest domestic fiber network in the United States. Before being named to her current position in May 2012, Moreau was Senior Vice President of Integration and Process Improvement. In that role, she led the successful integration of CenturyLink, Embarq, Qwest and Savvis, creating a Fortune 150 company and the third-largest telecommunications company in the United States. CenturyLink is now recognized as an industry leader in acquisition integrations.

William (“Bill”) Bradley – Senior Vice President and Chief Information Officer. Bill Bradley is Senior Vice President and Chief Information Officer for CenturyLink. During his 29-year span he's had substantial involvement in numerous acquisitions and in driving synergy and innovation throughout the company. Bradley previously served as Chief Technical Officer, and has served in leadership roles in all aspects of information technology and information security. Bradley serves on several boards focused on developing collaborative relationships between industry and academic organizations.

R. Stephen (“Steve”) Davis – Executive Vice President, Public Policy & Government Relations. Steve Davis is responsible for the development and advocacy of CenturyLink’s regulatory and legislative policies at the federal, state and local levels. He leads an organization that includes professional staff located across the company’s service region and oversees the company’s federal regulatory and legislative affairs office in Washington, D.C. Davis has more than 35 years of experience in federal, state and local telecommunications law and policy. Before joining CenturyLink, he was senior vice president of public policy and government relations at Qwest Communications, where he directed the company’s public policy activities, including regulatory reviews of Qwest’s merger with CenturyLink.

Scott A. Trezise – Executive Vice President, Human Resources. As CenturyLink’s top Human Resources executive, Scott Trezise leads all domestic and international human resources functions including compensation and benefits, employee and labor relations, leadership development, HRIS, HR policy, organizational effectiveness, payroll and talent acquisition. Prior to joining the company, Trezise served as Senior Vice President of Human Resources for the Shaw Group in Baton Rouge, Louisiana, where his responsibilities included compensation and benefits, talent management, staffing, and learning and development.

Stacey Goff – Executive Vice President & General Counsel. Stacey Goff is responsible for the company’s Legal, Corporate Strategy, Corporate Communications, Investor Relations, Brand Management, Compliance and Ethics and Aviation functions. He has played a key role in negotiating and closing the numerous acquisitions and dispositions CenturyLink has completed over the last 15 years. He also contributes to the negotiation of the company’s complex agreements and large dispute resolutions with third parties, as well as assisting the company’s executive management and board of directors in their compliance with applicable laws and regulations. Goff’s responsibilities
include all aspects of the company’s legal affairs including support for business units, corporate functions, board- and shareholder-related legal matters, litigation, intellectual property and regulatory matters as well as directing the company’s strategy, communication and branding teams.

**Paul Cooper – General Manager, CenturyLink Public Communications.** Paul has overall responsibility for our Public Access group including sales, field service, call center operations, systems development & support, and product management for CenturyLink, Inc.‘s inmate communications and public payphone businesses. During his approximately eight-year tenure in his current position, CenturyLink has grown its correctional communications business significantly and now serves correctional facilities housing over 240,000 inmates, up from 110,000. He began his career at Sprint in 1999 and has served in a variety of functional areas including finance, network design, enterprise sales, and consumer product management, in addition to leading the program management effort to spin off Embarq from Sprint. Prior to working at Sprint he was an Economic Research Associate at the Federal Reserve Bank of Kansas City.

**Key Contract Personnel - Resumes**

CenturyLink’s service to WV DOC begins with our Program Manager, who is supported by the personnel shown in the organizational charts above. Resumes of key contract personnel are detailed below:

**Brenda McKinley**
Program Manager – WV DOC
665 Lexington Ave, Mansfield OH 44907
419-755-8473 Office
Brenda.M.McKinley@CenturyLink.com

**Professional Qualifications/Experience:**
- 38 Years experience in Telecommunications
- 15 Years experience in Public Payphone Services
- Experienced project manager

**Current Responsibilities:**
- Inmate facility account management
- Performance Metrics and Financial Analysis
- Service Order Control
- Technician management

**Primary Function for West Virginia DOC:**
- Implementation – Site Configuration
- Ongoing Program Management

**Education / Training:**
- Project Management Training, Baldwin-Wallace
- Enforcer Administration
- Ongoing CenturyLink training in customer service, technology and management
**ADDITIONAL KEY PERSONNEL:**

**PAUL COOPER**  
General Manager  
5454 West 110th Street, Overland Park, KS 66211  
(913) 345-6002 Office  
Paul.N.Cooper@CenturyLink.com

**PROFESSIONAL QUALIFICATIONS/EXPERIENCE:**
- 14 Years experience in Telecommunications  
- 7 Years experience leading CenturyLink's Inmate Communications business  
- Variety of functional expertise including finance, program management, network design and technical sales and support

**CURRENT RESPONSIBILITIES:**
- Lead 100+-member team responsible for sales, service, and operations for CenturyLink's state and county inmate telecommunications market, in addition to managing public pay phones throughout the U.S.

**PRIMARY FUNCTION FOR WEST VIRGINIA DOC**
- Overall contract administration  
- Contract Approval  
- Escalation Point

**EDUCATION / TRAINING:**
- Bachelor of Arts in Political Science and Economics  
- Masters of Business Administration in Marketing and Finance  
- Masters of Arts in Economics

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**DARRYL LYNN**  
National Sales Director  
5454 West 110th Street, Overland Park, KS 66211  
(913) 345-6343 Office  
Darryl.Lynn@CenturyLink.com

**PROFESSIONAL QUALIFICATIONS/EXPERIENCE:**
- 36 years experience in Telecommunications with CenturyLink, Embarq, Sprint, and United Telephone Company – within both local and long distance arenas  
- 19 years experience in Sales  
- 9 years experience in the Inmate Markets
CURRENT RESPONSIBILITIES:
- Overall sales responsibility for sales leadership in the Correctional Markets nationwide.
- Lead generation, account ownership for correctional markets within CenturyLink
- Provide direction to sales staff and coordinate functions
- Account Management responsibilities

PRIMARY FUNCTION FOR WEST VIRGINIA DOC:
- Contract Negotiation & Compliance
- Escalation Point

EDUCATION / TRAINING:
- B.S. in Management
- Graduate - Darden School of Business' Executive Education "Leadership for Extraordinary Performance" Program - University of Virginia

PHILLIP BURKS
Senior Account Manager
5454 West 110th Street, Overland Park, KS 66211
Office: (913) 345-7565
Phillip.R.Burks@CenturyLink.com

PROFESSIONAL QUALIFICATIONS/EXPERIENCE:
- 25 years experience in Telecommunications with CenturyLink, Embarq, Sprint, and United Telephone Company – within both local and long distance arenas
- 33 years experience in Sales
- 8 years experience in the Inmate Markets

CURRENT RESPONSIBILITIES:
- Account Management and Sales responsibilities in selected CenturyLink accounts

PRIMARY FUNCTION FOR WEST VIRGINIA DOC:
- Ongoing Account Management & Contract Compliance

EDUCATION / TRAINING:
- Graduate of Kent State University

BARRY BRINKER
Director - Operations
1944 Jamison Drive SE, Salem, OR 97306
(503) 990-6466 Office
Barry.E.Brinker@CenturyLink.com
PROFESSIONAL QUALIFICATIONS/EXPERIENCE:
- 5 Years experience in Inmate Call Control Systems Management

CURRENT RESPONSIBILITIES:
- Overall management of CenturyLink's Operations team with the following responsibilities:
  - Management of the following teams:
    - Program Managers
    - Call Center - Help Desk
    - Field Service Technicians
    - Technical Support Technicians
    - Customer Service and Billing
  - Contract negotiation and compliance with both customers and subcontractors
  - Vendor Management
  - Implementation of all products agreed to during contract negotiations
  - SLA reporting and overall contract compliance

PRIMARY FUNCTION FOR WEST VIRGINIA DOC:
- System operations management and field operations
- Escalation Point

EDUCATION / TRAINING:
- Bachelor of Science in Information Technology
- Extensive training on project management, implementation techniques, contract negotiation, customer service, managing vendor relationships and network design (SONET, LAN/WAN, DWDM)

MIKE HAYNES
Director - Systems
5454 West 110th Street, Overland Park, KS 66211
(913) 345-6658 Office
Mike.J.Haynes@CenturyLink.com

PROFESSIONAL QUALIFICATIONS/EXPERIENCE:
- 29 Years experience in Telecommunications
- 15 Years experience in Inmate Call Control Systems
• Strong telecommunications information technology background
• Joined CenturyLink (formerly Sprint) in 1984

CURRENT RESPONSIBILITIES:
• Development and management of back-office support systems
• Design and implementation of IVR and Auto-dialer processes
• Commissioning of inmate and public payphone contracts
• Auditing of inmate commissions and rates
• Database development and enhancements
• Request for Proposal response development

PRIMARY FUNCTION FOR WEST VIRGINIA DOC:
• Operation of Information Systems and back office support

EDUCATION / TRAINING:
• Enforcer Administration Certification
• Bachelor of Arts in History and Education
• Company training in customer service, technology and management

TAMMIE SAUCEDO
Program Manager
6700 Via Austi Parkway, Las Vegas, NV 89119
(702)244-8384 Office
Tammie.J.Saucedo@CenturyLink.com

PROFESSIONAL QUALIFICATIONS/EXPERIENCE:
• 31 Years experience in Telecommunications
• 7 Years experience in Inmate Call Control Systems
• Several years experience successfully processing and analyzing inmate call detail usage
  and commissions for a total of approximately 150 state prison facilities for 6 state
  department of corrections as well as 29 county facilities

CURRENT RESPONSIBILITIES:
• Responsible for analyzing and auditing inmate call detail records, processing inmate
  facility commissions, maximizing revenue and increasing commissions by reducing bad
  debt and implementing debit calling where applicable.
• Developed and implemented commissioning of prisons system (COPS) to ensure
  accuracy of monthly commission reporting
• Provide primary customer contact and business office support
• Acting inmate and payphone liaison for all regulatory requirements or filings
**PRIMARY FUNCTION FOR WEST VIRGINIA DOC:**
- Commissions
- Monthly Rate Audits Debit management

**EDUCATION / TRAINING:**
- Enforcer Administration Certification
- Enforcer Installation, Support and Maintenance Certification
- Company training in customer service, technology and management

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**LEONARD (JOE) STABLES**
Director - Engineering & Installation
5454 West 110th Street, Overland Park, KS 66211
(913) 345-7525 Office
Leonard.J.Stables@CenturyLink.com

**PROFESSIONAL QUALIFICATIONS/EXPERIENCE:**
- 23 Years experience in Telecommunications
- 5 Years experience in Inmate Call Control Systems
- Experienced in the supervision, operation and maintenance of telecommunications Networks.
- Former Electronics Maintenance Chief for a Marine Corps communications unit

**CURRENT RESPONSIBILITIES:**
- Research and development of new network technologies for use on Inmate Communications Systems
- Work with vendors and service providers to improve product features and functionality for our customers
- Oversee the Project Implementation, including Training
- Subject Matter Expert on Inmate communications systems and serve as highest level technical support

**PRIMARY FUNCTION FOR WEST VIRGINIA**
- Implementation & System Design
- Highest level technical troubleshooting and resolution

**EDUCATION / TRAINING:**
- Bachelors in Business Management

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**SHELVIA RAFFERTY**
Implementation Manager
5454 West 110th Street, Overland Park, KS 66211
(913) 345-4956 Office
Sheila.Rafferty@CenturyLink.com

PROFESSIONAL QUALIFICATIONS/EXPERIENCE:
- 35 Years experience in Telecommunications
- 10 Years experience in Inmate Call Control Systems
- An experienced project manager. Successfully managed the installation and conversion of inmate systems, phones, enclosures, pedestals, etc. for three (3) state accounts (88 facilities) and six (6) county jails.
- Participated in and provided detailed information for 150+ site surveys

CURRENT RESPONSIBILITIES:
- Develop installation schedules with input from state personnel, facilities personnel, Local Exchange Carrier (LEC) personnel, suppliers, and technicians.
- Order equipment and services: phones, enclosures, network circuits, routers, Internet access devices, call control recording and monitoring equipment, etc.
- On-site supervision of installations
- Troubleshoot and escalate unforeseen issues
- Ensure facility personal are appropriately trained

PRIMARY FUNCTION FOR WEST VIRGINIA DOC:
- Lead Installer

EDUCATION / TRAINING:
- Masters Certificate in Project Management from George Washington University
- Enforcer Administration Certification
- Enforcer Installation, Support and Maintenance Certification
- Company training in customer service, technology and management

KRISTINE DEAN
Network Installation Manager
555 Lake Border Drive, Apopka, FL 32703
(407) 889-6882 Office
Kristine.Dean@CenturyLink.com

PROFESSIONAL QUALIFICATIONS/EXPERIENCE:
- 13 Years experience in Telecommunications
- 6 Years experience in Inmate/Corrections Market
- Network Engineering responsibility for dial tone, PRI, T1, DSL and all circuitry needed for installation
- Facilitate and coordinate the training of staff on the new Enforcer System platform
- Voice Biometrics implementation
CURRENT RESPONSIBILITIES:
- Subject matter expert: submit pricing and costs for network expenses
- Assist with implementation and cut over projects for newly installed Inmate Telephone Systems by processing the orders for network services
- National Lead Trainer

PRIMARY FUNCTION FOR WEST VIRGINIA DOC:
- Network installation coordination
- Lead Trainer

EDUCATION/TRAINING:
- Enforcer Administration Certification
- Enforcer Installation, Support and Maintenance Certification
- Company training in customer service, technology and management

JOHN GOETSCH
Vice President – Technology, Inmate Calling Solutions, LLC (ICSolutions)
2200 Danbury Street, San Antonio, TX 78217
(210) 581-8105 Office
Jgoetsch@icsolutions.com

PROFESSIONAL QUALIFICATIONS/EXPERIENCE:
- 11 years experience in Telecommunications
- 8 years experience in Correctional Markets, including 6 years with Value-Added Communications (now part of Global Tel*Link)

CURRENT RESPONSIBILITIES:
- Overall design and development of products and applications for correctional markets industry
- Oversee day-to-day IT operations
- Direct assembly of product hardware
- Technical oversight of product deployments in the field

EDUCATION/TRAINING:
- Rhodes University, South Africa (with honors)
Attachment A: Vendor Response Sheet

List project goals and objectives contained in Section 4, Subsection 4:

Section 4, Subsection 4.1: To provide, install and maintain a fully operational, flexible, secure and reliable inmate telephone system.

Vendor Response: Read, agreed and will comply.

A summary is provided below; details are provided in our response to Attachment B: Mandatory Specification Checklist.

General Description of Services Overview

CenturyLink has been providing inmate telephone service since 1991 and currently manages five state DOC contracts and numerous county accounts. We provide customer service at over 280 facilities nationwide with over 240,000 inmates and process millions of inmate calls each month. We currently provide ITS services to the following state Department of Corrections:

<table>
<thead>
<tr>
<th>Customer</th>
<th>Alabama Department of Corrections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Served since</td>
<td>2012</td>
</tr>
<tr>
<td>Account size</td>
<td>30 facilities, 25,000 inmates</td>
</tr>
<tr>
<td>Summary of Services</td>
<td>OMS interface, first-time</td>
</tr>
<tr>
<td></td>
<td>installation of self-learning PANs,</td>
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<tr>
<td></td>
<td>CTL attorney audits, fraud and</td>
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<td></td>
<td>velocity controls, prepaid collect</td>
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<tr>
<td></td>
<td>and inmate debit, location-based</td>
</tr>
<tr>
<td></td>
<td>calling restrictions</td>
</tr>
<tr>
<td>Contact</td>
<td>Robert M Brantley, Assistant</td>
</tr>
<tr>
<td></td>
<td>Accounting Director</td>
</tr>
<tr>
<td></td>
<td>Phone: (334) 353-5561</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:robert.brantley@doc.alabama.gov">robert.brantley@doc.alabama.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer</th>
<th>Kansas Department of Corrections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Served since</td>
<td>2007</td>
</tr>
<tr>
<td>Account size</td>
<td>13 facilities, 9,500 inmates</td>
</tr>
<tr>
<td>Summary of Services</td>
<td>OMS interface, interface with</td>
</tr>
<tr>
<td></td>
<td>JPay kiosk system for inmate</td>
</tr>
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<td></td>
<td>debit purchase, interface with</td>
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<td></td>
<td>Union Supply for commissary</td>
</tr>
<tr>
<td></td>
<td>ordering by phone (in-process),</td>
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<tr>
<td></td>
<td>prepaid collect</td>
</tr>
<tr>
<td>Contact</td>
<td>Chris Walker, Communications</td>
</tr>
<tr>
<td></td>
<td>Supervisor Lansing Correctional</td>
</tr>
<tr>
<td></td>
<td>Facility (formerly Kansas State</td>
</tr>
<tr>
<td></td>
<td>Penitentiary)</td>
</tr>
<tr>
<td></td>
<td>Phone: (913) 727-3235</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:chris.walker@doc.ks.gov">chris.walker@doc.ks.gov</a></td>
</tr>
<tr>
<td>Customer</td>
<td>Nevada Department of Corrections</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>Served since</td>
<td>2008</td>
</tr>
<tr>
<td>Account size</td>
<td>18 facilities, 12,700 inmates</td>
</tr>
<tr>
<td>Summary of Services</td>
<td>OMS interface, prepaid collect,</td>
</tr>
<tr>
<td></td>
<td>inmate debit, continuous voice</td>
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<tr>
<td></td>
<td>biometrics, cell phone detection</td>
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<tr>
<td></td>
<td>equipment trial, automated</td>
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<td></td>
<td>inmate information services,</td>
</tr>
<tr>
<td></td>
<td>detailed location-based calling</td>
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<tr>
<td></td>
<td>restrictions by housing units,</td>
</tr>
<tr>
<td></td>
<td>inmate voicemail</td>
</tr>
<tr>
<td>Contact</td>
<td>Dawn Rosenberg, Chief of Purchasing and Contract Management</td>
</tr>
<tr>
<td></td>
<td>Phone: (775) 887-3219</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:drosenberg@doc.nv.gov">drosenberg@doc.nv.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer</th>
<th>Texas Department of Criminal Justice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Served since</td>
<td>2008</td>
</tr>
<tr>
<td>Account size</td>
<td>114 facilities, 160,000 inmates</td>
</tr>
<tr>
<td>Summary of Services</td>
<td>First-time installation of phone</td>
</tr>
<tr>
<td></td>
<td>infrastructure (Gigabit-Ethernet</td>
</tr>
<tr>
<td></td>
<td>LAN). OMS interface, prepaid</td>
</tr>
<tr>
<td></td>
<td>collect, inmate debit, pre-call</td>
</tr>
<tr>
<td></td>
<td>voice biometric validation,</td>
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<tr>
<td></td>
<td>Managed Access implementation,</td>
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<tr>
<td></td>
<td>called party and attorney identity</td>
</tr>
<tr>
<td></td>
<td>and residency verification</td>
</tr>
<tr>
<td>Contact</td>
<td>Lynda Cobler</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer</th>
<th>Wisconsin Department of Corrections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Served since</td>
<td>2001</td>
</tr>
<tr>
<td>Account size</td>
<td>36 facilities, 22,000 inmates</td>
</tr>
<tr>
<td>Summary of Services</td>
<td>OMS interface, first time PIN</td>
</tr>
<tr>
<td></td>
<td>implementation, attorney</td>
</tr>
<tr>
<td></td>
<td>balloting, continuous recording</td>
</tr>
<tr>
<td></td>
<td>storage</td>
</tr>
<tr>
<td>Contact</td>
<td>John Shanda, Telecommunications Manager</td>
</tr>
<tr>
<td></td>
<td>Phone: (608) 240-5666</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:john.shanda@wisconsin.gov">john.shanda@wisconsin.gov</a></td>
</tr>
</tbody>
</table>
We also invite WVDOC to contact our newest customer, Idaho Department of Corrections, where we are currently in the process of installing.

<table>
<thead>
<tr>
<th>Customer</th>
<th>Idaho Department of Corrections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Served since</td>
<td>Currently installing</td>
</tr>
<tr>
<td>Account size</td>
<td>13 facilities, 7,500 inmates</td>
</tr>
<tr>
<td>Summary of Services</td>
<td>OMS interface, word search, voice biometrics, installation of inmate living unit kiosks including video visitation, commissary ordering by phone and kiosk, inmate debit, automated inmate information services</td>
</tr>
<tr>
<td>Contact</td>
<td>Juliet McKay, Contract Officer</td>
</tr>
<tr>
<td></td>
<td>Phone: (208) 658-2176</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:jmckay@idoc.idaho.gov">jmckay@idoc.idaho.gov</a></td>
</tr>
</tbody>
</table>

The CenturyLink Team is in place and ready to immediately implement and manage this contract. CenturyLink invites the West Virginia Division of Corrections to contact any of our state or county ITS accounts to verify our ability to successfully implement and administer ITS services.

**Custom-Designed Solution Dedicated to the Agency**

1. **Telco-grade system engineering**
   - All Enforcer System components dedicated to West Virginia (servers, call processors, network access, AND storage arrays), not shared with other accounts and designed that way from the start
   - Redundant network backups on facilities we own and control

2. **Better system and security features**
   - Relevant user-friendly features: Link Analysis, Suspicious call analysis, enhanced reverse number lookups, complete full-featured TDD/TTY monitoring inherent in the system, and more
   - West Virginia dedicated system = features and interfaces are fully customizable to WV DOC’s needs

3. **Complete portfolio of value-added offerings**
   - Absolute leader in continuous voice biometric implementation and operation
   - Operational tools such as commissary-by-phone, automated information systems for inmates, appointment scheduling by phone, and more – all available with no impact to calling rates or commissions

4. **Consistently better service**
   - Seamless transition highly experienced install team partnering with existing providers
   - Offer to call ANY of our accounts for references
Attachment A: Vendor Response Sheet

✓ Family members have simple and fast access to live U.S.-based representatives, not an automated system.
✓ Ownership of the entire solution, from the phone system to the fiber the network runs on.
✓ Accountability to West Virginia
  ◦ Part of the only Sarbanes-Oxley compliant company in the inmate communications market
  ◦ Existing business with West Virginia

_We believe these unique capabilities, combined with our very competitive calling rates, provide the lowest total cost of ownership to West Virginia, and therefore the best value to the State._

Section 4, Subsection 4.2: To implement and maintain fair and reasonable call minute rates for the inmates, families and friends.

**Vendor Response: Read, agreed and will comply.**

We appreciate West Virginia’s commitment to reasonable rates for inmates, families and friends, which starts with its prohibition of all per-call fees (i.e. no surcharges or other "junk" fees).

- The issue of refund disputes is eliminated – e.g. if a family member accidentally hung-flashes during a call – because called parties pay only for the minutes they use.
- Inmates make more frequent calls and connections with family members, since a short call is less expensive. As an additional benefit, CenturyLink’s individual experience in other States shows that this more frequent calling has the added benefit of providing more overall commission revenue to the State.

Section 4, Subsection 4.3: To pay a commission rate to the Agency that will be deposited into the Inmate Benefit Fund, a fund providing additional benefits to the inmate population that are not mandated by law. The commission rate quoted by Vendor will not be included in the bid evaluation process.

**Vendor Response: Read, agreed and will comply.**
Attachment B: Mandatory Specification Checklist

By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in Section Four: Project Specifications, Subsection 5. The State reserves the right to require documentation detailing how each is met at its discretion.

List mandatory specifications contained in Section Four, Subsection 5:

5.1. Vendor shall be responsible for all costs associated with the inmate telephone system, including the purchase of equipment, installation, service, maintenance, voice network/transmission, data network, and day-to-day operation. Agency shall have no liability or responsibility for any costs associated with the inmate telephone system.

Vendor Response: Read, agreed and will comply.

5.2. When requested by Agency, Vendor shall provide informational pamphlets to all inmates describing the applicable features and functionalities of the inmate telephone system.

Vendor Response: Read, agreed and will comply.

As described in detail in our response to 5.14 below under “Training Plan”, CenturyLink’s installation process includes training for ALL parties – staff, family members, and inmates. In addition to pamphlets for intake packets, CenturyLink technicians (subject to approval by facilities) will place 8.5” x 11” posters describing system and functionality. CenturyLink also has a multimedia center that has produced training videos for inmates in other states; we are able to customize this video for the Agency’s specific needs.

5.3. Vendor is responsible for determining all wiring and software requirements; if applicable, costs associated with the conversion of service from current inmate telephone system provider to the successful vendor under this RFP. If applicable, successful vendor will coordinate all details of the switch over from current vendor.

Vendor Response: Read, agreed and will comply.

Since 2008, the CenturyLink Team has successfully transitioned 24 separate accounts to the proposed Enforcer System platform – a total of 88 sites with over 5,500 inmate phones serving 68,000 inmates. Every cut-over has gone smoothly with no loss of data and minimal transition time. The CenturyLink Team is in place, well-seasoned, and ready to immediately implement and manage this contract.
CenturyLink has a reciprocal working arrangement with West Virginia’s incumbent ITS vendor to ensure a seamless transition of service, as was recently shown in our transition of services at Alabama Department of Corrections. The transfer of service from the existing ITS to the Enforcer System platform will result in no loss of service, and all existing relevant customer data (PIN numbers, PIN/PAN lists, globally blocked numbers, privileged (do not record) numbers, etc.) will be successfully transferred to the new platform.

The transition process includes conducting a detailed site survey for each site, finalizing the system configuration and feature specifications, coordinating security clearance for the installation team, contacting the outgoing vendor to ensure a smooth transition process, scheduling staff training sessions, etc.

CenturyLink’s strategy for installation includes extensive preparation, which incorporates contingency planning and complete redundancy during installation to ensure continuous, uninterrupted service.

CenturyLink invites the West Virginia Division of Corrections to contact any of our state or county ITS accounts to verify our ability to successfully implement and administer ITS services

5.4. Vendor will provide written documentation to Agency indicating that all circuits have been tested and all cables, pairs, fiber strands blocks, etc. are legibly marked after completion of each installation.

**Vendor Response: Read, agreed and will comply.**

5.5. If applicable, the successful vendor shall work with the current inmate telephone system provider to ensure an orderly transition of services, responsibilities and continuity of the services required by Agency.

**Vendor Response: Read, agreed and will comply.**

Please reference our response to 5.3 above.

5.6. All CDRs, (Call Detail Records) call recordings, documentation, reports data, contained in the inmate telephone system shall be the property of the Agency. All hardware and software shall be the property of the Vendor.

**Vendor Response: Read, agreed and will comply.**

5.7. Vendor shall supply the required number of workstations, as well as future equipment upgrades and/or replacements, which become the property of the Agency after expiration or termination of the contract in order to allow Agency access to all CDRs, call and visitation recordings, documentation, reports, data, etc. contained in the inmate telephone system.
Vendor Response: Read, agreed and will comply.

5.8. Vendor shall remove all equipment at the end of said contract in a manner that will allow Agency to reuse all wiring and associated cable.

Vendor Response: Read, agreed and will comply.

The Vendor’s behavior at the end of the contract, not just the beginning, is an often overlooked issue that we believe is a matter of basic integrity.

Sloppy wire cutting and management, refusal to provide important data or software, or other items are unfortunately situations we have encountered in various cutovers.

We invite and even encourage the Agency to contact former customers of CenturyLink (contact information gladly provided by request) to discuss our commitment to our customers in all phases of the contract.

5.9. Vendor’s telephone system shall contain reception quality that meets telecommunication industry standards and will be at a minimum equal to the quality available to the general public.

Vendor Response: Read, agreed and will comply.

CenturyLink engineers our network to ensure “toll quality” on all calls, and performs regular test calls on all systems for quality control purposes.

Our Enforcer System architecture uses standard digital signaling protocol G.729 for standard voice connections. In addition, as a part of a Tier 1 network provider we over-provision the bandwidth dedicated to the Agency. When measured by a standard of “Mean Opinion Score (MOS)”, these combined ensure a minimum score of 4.0 or better (0 = pure noise, 5 = pure sound). Regardless of this measure, we will work with Agency personnel to ensure call quality is fully to your satisfaction.

5.10. All installed telephone sets must include volume control.

Vendor Response: Read, agreed and will comply.

CenturyLink will install the Wintel ITC7090SS Coinless Inmate Phone with volume control, which is the overwhelming choice for inmate facilities throughout the industry. A full description of this unit is provided below in our response to Attachment B. Subsection 5.29.
5.11. Vendor shall provide a detailed plan for all aspects of the system, including, but not limited to, installation, acceptance, and training to satisfy all requirements within ten (10) business days upon contract award.

Vendor Response: Read, agreed and will comply.

5.12. Initial installations must be completed within 75 days from award of contract.

Vendor Response: Read, agreed and will comply.

CenturyLink will complete the installation within 75 days of the award of contract; our proposed installation schedule is attached under Appendix 3 – Implementation Plan Chart.

5.13. Installation of all telephone sets and related equipment shall be installed during normal business hours, 8:00 a.m. to 5:00 p.m., unless otherwise approved by Agency.

Vendor Response: Read, agreed and will comply.

5.14. Agency requires, at a minimum, that the following issues be addressed and presented by vendor.

1. Equipment ordering
2. Establishment of all relevant system interfaces
3. Transfer of data from current supplier
4. Installation of telephone instruments
5. Installation of call processing equipment
6. Testing and system acceptance
7. Training and communication plan for:
   d) Agency Staff
e) Inmate Population
f) Family Members

Vendor Response: Read, agreed and will comply.

We stress that CenturyLink has implemented inmate telephone systems at county and state correctional facilities housing over 190,000 inmates in the last 5 years alone. The same personnel who led those installations would also lead the installation for the Agency, without requiring any “on the job” training.
Implementation Plan

CenturyLink will work with the incumbent ITS vendor to ensure a seamless transition of service. The transfer of service from the existing calling platform to the Enforcer System will result in no loss of service, and all existing relevant customer data (PIN numbers, PIN/PAN lists, globally blocked numbers, privileged (do not record) numbers, etc.) will be successfully transferred to the new system.

CenturyLink understands the high volume of phone usage on the weekends and usually completes our system cutovers during the Monday through Thursday timeframe.

Project Initiation

Once CenturyLink has received a letter of intent from the Agency, a conference call will be held between CenturyLink and the Agency. This initial call will identify all key personnel, their responsibilities and document information necessary to schedule detailed site inspections.

- Identify Agency personnel and their respective areas of responsibility; the implementation project plan will be modified to include these people, their requirements, and areas of particular interest.
- Verify number of inmate phones (standard, ADA, TDD) and associated hardware (backboards, pedestals, enclosures, flush mount brackets).
- Understand site access requirements, including local contacts (name, phone number, and individual site requirements).
- Name customer contacts for:
  - Existing database information (blocking, PIN/PAN lists, free/privileged call lists, call duration, 3way detect, disconnect settings, on/off times, etc.).
  - Phone schedule by site (beginning and end dates, site priority and constraints).
  - Speed dial lines (PREA, informant, inmate inquiry, etc.)
  - Local IT (e.g. workstation location and connectivity)
  - Miscellaneous information (identification of unique technical, regulatory, or administrative issues).
- Define additional requirements:
  - IT requirements
  - Other (unique technical needs, administrative regulations, etc.)
- Arrange date and time for site survey.

Project Planning

Site Surveys
The CenturyLink Team will perform the following tasks:

1. Identify location of new Enforcer and Main Demarc Room
   - Document Floor space or wall space for Adtran and UPS
   - Record room numbers for System and Demarc Room
2. Identify and document other requirements:
   o Electrical power requirements (both for Enforcer equipment and during installation)
   o Air conditioning requirements for the Enforcer equipment
   o Parking requirements during installation
   o Secured storage area requirements for equipment prior to installation
   o Staging requirements during installation
   o Physical address (street address, city, state, zip)
   o Contact name and phone number for future coordination

The following information, if provided by the customer during inspection, will be formally documented:

1. Verify PIN/PAN requirements?
2. What is the desired call limit (calls/day)?
3. What is the desired calling duration limit (minutes)?
4. Is there a daily time period (lunch, nighttime) during which the system should be shut down?
5. Are the inmates supposed to hear call progression, and what level of detail (called party response, tones, silence, etc.)?
6. Is 3-Way call desired, and what type (detect, alarm, disconnect, etc.)?
7. Desired location of internet access devices, UPSCSU/DSUs, routers, and modems
8. Desired quantity and location of new cutoff switches
9. Desired quantity and location of new inmate phones
10. Desired quantity and location of new telephone devices for the deaf (TDDs)

Any information obtained in the site inspections that was not in the RFP, or enhances or contradicts information provided in the RFP, will be added to the project plan documentation to ensure the project satisfies the customer's needs. Most importantly, any requests for new inmate phones will be documented for further discussion with Agency personnel.

System Requirements Review and Finalize System Design
CenturyLink will review the data discussed during the implementation conference call and the site surveys to ensure that all customer requirements are met. Any new or outstanding issues will be resolved with the designated customer representative before orders are placed for system equipment.

The CenturyLink team will design the Enforcer (based on number of phone port, trunks, workstations, storage capacity, features, etc.) and determine the number of IP addresses needed.
Attachment B: Mandatory Specification Checklist

Project Execution

*Equipment Ordering.* CenturyLink maintains relationships with a wide range of the top corrections suppliers in the industry and has selected those that best fit the specific needs of the Agency. CenturyLink's long-standing relationship with its chosen subcontractors provides for a seamless operation that will be transparent to the Agency. CenturyLink remains the single point of contact regarding performance, products, and services.

*Delivery of Equipment and Services.* CenturyLink is sensitive to the particular concerns associated with the daily operation of the Agency. The unexpected arrival of equipment or personnel can be very disruptive to the ongoing operations. Therefore, the delivery of any equipment or service in advance of the installation team's arrival (such as network services or system equipment) will be coordinated in advance. CenturyLink has dedicated personnel to manage the ongoing coordination of deliveries with sites, to minimize disruption to the customer.

*Phone Installation.* A telephone installation crew composed of the CenturyLink Implementation/Project Manager and two Technicians will be dispatched to ensure the scheduled cutover date is achieved.

An examination of where the new phones need to be installed will identify what work needs to be completed.

*Installation: Install and Test Enforcer.* CenturyLink will install the inmate phones:

- Extend lines if necessary from demarc to the room where the phone equipment will be installed
- Install blocks and identify each pair and what phone it serves
- Leave a copy of all notes and identification information on site
- Test all phones, jacks and toggle switches
- Identify all phones by cable pair

Internet access devices will be installed in the phone room by CenturyLink personnel. Installation is a matter of unpacking the equipment, placement on a rack (if needed) in the phone room area; punch down of inmate phone cables and out-going-lines and initiating system power. Test to ensure proper software configuration. This will include the downloading of any databases currently used by the facility within the inmate call processor. These databases include but are not limited to:

- Blocked Number Call Lists
- Inmate PIN's and PAN's
- Alert Features
- Reports
- Free and/or Attorney Numbers
The PM will then check all items in the approval process to ensure that all equipment, circuits, and trunks to be cutover meet the specifications of the Agency. It should be noted that all equipment will be tested and certified as fully operational prior to cutover to ensure that all of the individual requirements for each site are in full compliance with Agency regulations. At this point the system is turned over to the TSC (Technical Support Center) for 24/7 monitoring.

Cutover and Quality Assurance

1. CenturyLink will work with the Agency and the incumbent to transfer all calling information.
2. CenturyLink personnel will go to each phone and record the phone location and port identification number. This will be completed prior to inmates moving into the new facility.

Test Calls

CenturyLink will also ensure that the new Enforcer is properly programmed by placing test calls at each facility.

<table>
<thead>
<tr>
<th>Calling Information</th>
<th>Function Verified by Test Call</th>
</tr>
</thead>
<tbody>
<tr>
<td>Test Numbers</td>
<td>Accepted calls are completed, and denied calls are not completed.</td>
</tr>
<tr>
<td>Local Calling Area</td>
<td>Local calls not billed as long distance</td>
</tr>
<tr>
<td>Script Parameters</td>
<td>Inmates and called parties received proper instruction</td>
</tr>
<tr>
<td>Phone Signage</td>
<td>Instructions on phone reflect operation/configuration of system.</td>
</tr>
<tr>
<td>Globally Allowed Numbers</td>
<td>Calls to allowed numbers are completed</td>
</tr>
<tr>
<td>Globally Denied Numbers</td>
<td>Calls to prohibited numbers are not completed</td>
</tr>
<tr>
<td>Personal Identification</td>
<td>Calls without PINs, or invalid PINs, are not completed. Calls</td>
</tr>
<tr>
<td>Numbers (PINs)</td>
<td>with valid PINs are completed</td>
</tr>
<tr>
<td>Personal Allowed Numbers</td>
<td>Accepted calls will be completed, but only with the proper PIN</td>
</tr>
<tr>
<td>(PANs)</td>
<td></td>
</tr>
<tr>
<td>Privileged Numbers</td>
<td>Calls are not monitored and recorded</td>
</tr>
<tr>
<td>Free Numbers</td>
<td>Calls are not billed to called parties</td>
</tr>
</tbody>
</table>
Training Plan

Agency Staff Training and Communication Plan

Our goal is to familiarize Agency personnel with daily system functions, blocks, reports, and investigative tools as well as emergency system shut down of the inmate phones. We understand that different user groups will sometimes have different training needs. As such, classes will be scheduled and customized to fit the participants. The user-friendly nature of the Enforcer makes it easy to understand and minimizes staff training time.

Agency Staff Training will be a three phase process as outlined below:

Phase 1 – Pre-Cut Webinar
Each identified user will receive a printable copy of the Enforcer user guide via email in PDF format.

Online training ("Webinar") will be provided in several sessions to all participants beginning one month prior to the cutover. There is no maximum number of attendees for Webinar training and CenturyLink will schedule as many sessions as needed based on the role of the user.

Each participant must have access to a personal computer, workstation, or laptop with access to the Internet. The online class ("Webinar") will serve as a presentation of the Enforcer System and preparation for the cutover process.

The goal of Phase 1 Training is an introduction and high level overview of the Enforcer; these sessions typically last 30-45 minutes. Participants will be able to ask questions during the training session.

Phase 2 – Formal Training at Cut Over
Formal training will be provided immediately after cutover to address in detail managing inmates, global numbers, monitoring, and the retrieval of call recordings. These training sessions can be conducted onsite or at a central training location at the discretion of the Agency.

This will allow multiple users an opportunity to see the system details with live data. The training will be conducted utilizing a laptop and projector and the training location must have Internet access. Scheduled sessions will be based on the number of users and the needs of the Agency Staff. The goal of Phase 2 training is to fully prepare Agency personnel to operate the Enforcer. These sessions typically last approximately one hour depending on the user level.

Phase 3 – Post Cut Follow Up Training
Follow up training will be provided no more than 30 days after all platform cutovers have been completed and users have had a chance to start using the Enforcer. This training can be conducted onsite or via webinar.
The training method and the locations will be scheduled by the Agency. The goal of Phase 3 Training is to answer any new questions the users may have after working with the system. Phase 3 sessions typically last one hour depending on the needs of the users and the questions they may have.

The standard training curriculum is detailed below. This is a typical training agenda which can be customized for the Agency.

A. Day-to-Day System Administration
   - Logging In
   - User Access Control Settings
   - Call Process Flow
   - Call Record Search
   - Blocked Number Administration
   - Inmate Editor Function
   - Create a new account
   - ANI Advanced Privileges and Controls
   - Entering PANs
   - Alerts on Inmate Accounts
   - Disable Account
   - Search for Inmate Account
   - Print Account Information
   - Debit Account Administration
   - Interface functionality (if applicable)

B. Investigative Functions
   - Monitoring
   - Call Disrupt Function
   - Recording
   - Recording Exempt Numbers
   - Setting Alerts (email, pager and phone)
   - Recording Search, Retrieval & Reporting
   - Recording Export to CD
   - Report Generation

C. Automated Calling Process
   - Initiating a Call
   - Collect Call Process
   - Debit Call Process
   - PrePaid Collect

D. Service & Maintenance
   - Receiving Trouble Reports
Information Gathering & Preliminary Trouble-shooting
Trouble Reporting Instructions
Email updates on trouble tickets

E. Reference Tools
Quick Reference Guide
User Guide
Report Synopsis
Inmate Information Pamphlet in English & Spanish
Support Center

F. Contact Information
CenturyLink will provide a customized training curriculum for the Agency. Training classes will be scheduled to fit the Agency’s preferences and the schedules of the personnel involved in the training.

Our systems have evolved with the input and recommendations by corrections industry experts, investigators, security personnel and officers, who use the systems on a daily basis, and provide the best feedback and concepts for further improvements to the system.

Upon the release of upgrades and/or enhancements to the Enforcer, the Agency will be notified and provided documentation of the features and functionalities contained in that release, and if the Agency deems refresher training is warranted, that training will be provided.

Inmate Population Training
Inmate training is a simple but critical component of implementation. The CenturyLink Team’s inmate training checklist includes the following:

- Placement of posters in day rooms and common areas
- New calling procedures
- Account information for family members (need to close out previous accounts)
- Debit funding processes (no change)
- Placement of leaflets at visitation
- Production of pamphlet for intake packet (if desired)

Family & Friends Training
Training for family and friends is equally as important. This is one area where the CenturyLink Team’s customer service program is most valuable. Upon an inmate’s first call to a number following cutover, prepaid account holders are automatically routed to a live representative to initiate an account – not left to call us separately on their own.
Further, representatives are specially scripted to explain policies during account setup, including providing information on how to close out accounts and receive refunds from the previous provider. Of course, website updates, leaflets at visitation, and other communications further educate family members.

5.15. Vendor shall provide all maintenance, support, repair, and replacement to the inmate telephone system in a timely manner.

**Vendor Response: Read, agreed and will comply.**

The CenturyLink operations team employs a multi-layer approach to ongoing maintenance and break-fix.

- **Layer 1: Preventative Maintenance.** Our approach begins with our preventative maintenance program and network monitoring center, which diagnose and resolve most issues before they even become visible to the customers.

- **Layer 2: Break-Fix Personnel and Procedures.** For issues that are customer-impacting, we provide a 24/7/365 trouble reporting and resolution process, in addition to defined escalation procedures.

- **Layer 3: Ongoing Quality Assurance Program.** Finally, we conduct pre-defined daily, weekly, and quarterly checks, in addition to extensive monthly operations reviews for all accounts, with special focus on our state DOC accounts.

*At the center of these processes is CenturyLink’s Account Program Manager (PM), who is responsible for ensuring compliance with performance operations and standards. The Agency’s Account Program Manager will be Brenda McKinley, who is located in Mansfield Ohio, and a 36-year CenturyLink veteran.*

**Layer 1: Preventative Maintenance**

*On-site Preventative Maintenance.** Our Field Technicians will perform hands-on preventative maintenance inspections on the Enforcer calling platform, associated workstations and all inmate phones on a monthly basis — *every phone is touched and tested every month.* A trouble ticket will be established to document the preventative maintenance process, and additional trouble tickets will be opened and tracked as necessary if the need for additional repairs is identified.

Extensive preventative maintenance inspections are completed on a routine basis. Through remote access, verification of telephone and trunk usage is completed prior to arriving on site to ensure quality repairs. The inmate telephone dials and handsets are checked for functionality, usability, appearance and voice quality.
All backboards, telephones and wiring are checked. System inspections include cleaning filters, fans and system internal parts. The circuit interfaces are checked for errors to ensure that all connections are clean and secure.

All workstation functions are thoroughly tested. Routine traffic analysis for stations and trunks are conducted to determine failing telephones or lines to provide proactive maintenance and reduce downtime for the phones. Ongoing remote and onsite assistance is available to all Enforcer users.

Layer #2 – Break-fix Personnel and Procedures

Program Manager

CenturyLink’s Account Program Manager (PM), Brenda McKinley, will have overall responsibility for maintaining contract compliance and will be the primary liaison for the Agency throughout the life of the contract.

The PM will have overall responsibility for monitoring all tickets opened and closed on a daily basis, in addition to ensuring all issues are closed in compliance with our contracted Service Level Agreement. All technicians serving the Agency will report directly to the PM.

Additional Staffing

In addition to the field operations support team, the Program Manager will have a strong back office support team, with system development skills, exceptional financial accounting and reconciliation abilities, and comprehensive network knowledge. This team has been together for several years, and will be ready to support our system implementation for the Agency.

A chart of CenturyLink's support organization was provided previously in our response to Attachment A under the heading "Staffing Roles and Responsibilities"

Repair Times – Service Level Agreements (SLA)

CenturyLink will comply with the support levels detailed in Attachment B, Subsection 5.20 and work with the Agency to define the specific types of service issues that fall into each priority level. The following table restates those requirements.

<table>
<thead>
<tr>
<th>Description of Priority Levels With Examples</th>
<th>Response Times: (Maximum Time After Service Request by the Agency)</th>
<th>Repair Times: (No Dispatch Required)</th>
<th>Repair Times: (With Dispatch)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority Level 1</td>
<td>Emergency Service Issues, 50% or more of the service at a single site or housing unit is out of service.</td>
<td>1 Hour</td>
<td>3 Hours</td>
</tr>
</tbody>
</table>
Attachment B: Mandatory Specification Checklist

<table>
<thead>
<tr>
<th>Priority Level 2</th>
<th>2 Hours</th>
<th>6 Hours</th>
<th>24 Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Service Issues, 25%-50% of the service at a single site or housing unit is out of service.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Priority Level 3</th>
<th>2 Hours</th>
<th>6 Hours</th>
<th>36 Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Service Issues, 1%-25% of the service at a single site or housing unit is out of service.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Priority Level 4</th>
<th>4 Hours</th>
<th>24 Hours</th>
<th>36 Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Service Issues, Non Service related issues.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Customer Escalation Process

The PM will report to Barry Brinker, CenturyLink's Director of Operations, who reports to Paul Cooper, our General Manager. The following table details the process that will be used for escalation of Agency trouble tickets.

<table>
<thead>
<tr>
<th>Level</th>
<th>Escalation Point</th>
<th>Escalation Responsibilities</th>
</tr>
</thead>
</table>
| 1     | Program Manager (Brenda McKinley) Phone: (419) 755-8473 brenda.m.mckinley@centurylink.com | • Notifies personnel and supervisors of strategy for problem resolution.  
• Keeps Agency staff involved in progress of problem resolution. Escalates as necessary.  
• Responsible for seeing problem through to resolution, including documentation of root cause.  
• Contacts Manager - Operations within eight hours of missed performance standard. |
| 2     | Director - Operations (Barry Brinker) Phone: (503) 990-6466 barry.e.brinker@centurylink.com | • Resolves trouble/issue or escalates further if necessary.  
• Contacts additional resources (Engineering, CenturyLink Inc. Network, LECs, IXCs, etc.) as necessary.  
• Keeps Agency staff informed of ongoing activities involving problem resolution. |
| 3     | Director - Sales & Account Management | • Convene senior management team to define and execute resolution plan. |
Layer #3: Ongoing Quality Assurance Program

Led by the Program Manager, customer satisfaction will be ensured through five separate programs:

1) The trouble ticket process which ensures that every problem is identified, worked, tracked, and recorded for future review, and that no service ticket is closed without the concurrence of the impacted Agency personnel.

2) A weekly conference call is held by the Program Manager with the field operations team to discuss outstanding tickets, chronic problems, and customer concerns.

3) A weekly conference call is held by the Program Manager with Enforcer platform vendor personnel to discuss any tickets opened in the previous week that have not yet been closed.

4) The ongoing quality Preventative Maintenance Program (PMP), which ensures service standards are maintained. The PMP plan touches upon every facility, inmate phone, Enforcer workstation, and completed call on a regular basis (weekly, monthly, or quarterly, depending on the service element). The PMP plan ensures that all relevant operational data concerning all aspects of the contract (sales support, installation, project coordination, technical support, field service and maintenance, etc.) is obtained, documented, distributed, and acted upon as necessary.

5) Periodic service reviews (typically conducted at customer’s location quarterly) to review trouble ticket statistics, identify any chronic or major problems, discuss any future additions, deletions, or modifications (new phones, new workstations, new sites, etc.), and resolve any operational, financial, or contractual concerns held by the customer. Service reviews ensure that feedback from the customer is obtained, documented, and addressed.

In total, this program is extensive and ensures consistently excellent customer service – to the Agency, its inmates, and their friends and family.
**State DOC Quality Assurance Program**

**Daily**
- NOC Network monitoring
- Remote Call Control Monitoring
- "No Revenue" report by phone
- Help Desk Support 24x7x365 by toll-free #

**Weekly**
- Call Center Metrics (average answer speed, abandoned calls)
- Internal Operations Review
  - Ticket Aging Report
  - Chronic Issues & Escalations

**Quarterly**
- Attorney Validation
- Calling Platform Refresher Training
- Quarterly Account Review with Customer

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**Monthly Operations Review**

- Sev1 + Sev2 Incident Reports (Root Cause + Resolution)
- Total System Availability (Platform + Phones)
- Call Completion Percentage (Blocks vs. Refusals)
- Rate Audit of ALL call detail records
- Test calls and funding events – ensure compliance with rate and fees in contract
- Compliance with Preventative Maintenance Checklists
  - Call Control
  - Inmate Phones
  - Network
  - Software Checks
- Usage / Training Report (% of Authorized Users who Logged in)

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5.16. All costs incurred for the maintenance, repairs and replacement shall be borne solely by the vendor and these costs shall not be offset by increasing rates or accessing higher fees to the end users.

**Vendor Response:** Read, agreed and will comply.

5.17. Vendor shall upgrade software within 30 days of availability.

**Vendor Response:** Read, agreed and will comply.

All software upgrades are available to all customers upon release. Major upgrades occur on a quarterly basis as described below in Section 5.18.

5.18. Vendor shall notify agency of all major software upgrades within 14 days prior to the installation. Vendor shall describe its software development cycle, including timing of major upgrades, along with its notification process. Agency reserves the right to deny or delay all software upgrades. Vendor shall detail its system architecture and change management process in the proposal.
Vendor Response: Read, agreed and will comply.

Software Development Methodology

ICSolutions is recognized as a leader in technology innovation. Many features that are currently available on the Enforcer are the result of specific suggestions and requests from our clients. Regardless of which client requests the new feature, the functionality is automatically made available to all clients at no cost. ICSolutions follows an efficient, flexible and adaptive software development methodology to ensure that the Enforcer is always functioning optimally and offers the most cutting-edge features in the market today.

Our development process is a cooperative effort between CenturyLink and our technology partner ICSolutions that has been designed to balance speed-to-implement with analysis and testing rigor. The Agency will be notified at least 14 days prior to any upgrade and be provided with documentation on the new features and functionality of the new software.

Notification/documentation takes several forms:

- Email/phone notification from the CenturyLink Program Manager to personnel designated by the Agency as contract managers and System Administrators ("Super Users"). If upgrades require user training, the Program Manager will work with Agency designees to schedule the training.
- Release Notes, which are included in notification emails and directly within the Enforcer User Interface screen under "Tools".
- An updated User Reference Guide, which always available from the user screen under "Tools".

Software Development Process

When releasing new features, updates, and bug fixes, ICSolutions follows the Agile software development process, which allows for expediency and flexibility in development. While many companies go through a long process of analysis and documentation for business justification, ICSolutions is driven by the needs and desires of the customers to get to the end result quickly and efficiently. Business justification is left to a very few cases where the requested feature will only benefit a single customer.

Benefits of Agile Software Development

The Agile Software Development process is unique in that the development methods are based on iterative and incremental development, rather than focusing on one long-term project from beginning to end. Instead, Agile breaks the development cycle into small pieces that allows for short-term planning that can be completed more quickly and fluidly. This incremental development allows developers to create solutions that evolve through collaboration with multiple cross-functional teams and in many cases, directly with the client, throughout the development process. Benefits of this type of flexibility include:

- Quick turn-around, with the ability to develop and deliver working software within days or weeks
• High level of customer input in every phase, allowing for adaptive change throughout the development process
• Collaborative effort that evolves with internal and external feedback

Agile Software Development Cycle

ICSolutions’ Software Development Cycle consists of five phases after the Initial Request is placed:

• Phase 1: Define & Analyze
• Phase 2: Design & Develop
• Phase 3: Quality Assurance & User Acceptance Testing
• Phase 4: Deployment
• Phase 5: Post-Deployment

These phases are described in detail on the following pages.

Phase 1: Define & Analyze
Enhancements and upgrades to the Enforcer are predominantly driven by emerging technology and technological ideas, market demand and specific client requests. Enhancements, upgrades, or client requests are entered into our ticketing system, which are prioritized and tracked through each phase of development. Feature requests may be submitted by internal ICSolutions employees, as well as external clients.

All feature requests are reviewed at the executive level by the Vice President of Technology, the
Vice President of Business Development and other general management to determine the order of priority for each enhancement.

- Preliminary Product Requirements. Business owners present features/functionality desired, including considerations of basic versus advanced functionality.
- Analysis of Business Need. Business owners additionally present data regarding the individual customer and/or broader market need for their idea.
- Go/No-Go Decision. A go/no-go decision is made based on preliminary business analysis. If "go," the project proceeds to formal evaluation.

Enhancements that are approved for development are ported into a Project List to outline the priority and order in which the enhancement will be completed. The Project List includes:

- Detailed list of feature(s) required, listed in order of priority
- For each feature required, requirements for each solution component are listed:
  application design and development, database design and storage requirements, as well as ongoing maintenance/monitoring and customer care (staff as well as consumers).

A Project Plan is then created to track progress and capture the overall essence of the project flow. Functional owners detail tasks and timelines needed to fully deploy the project; the project is then placed in the development queue.

The number of system updates required for a particular enhancement is dependent upon the scope of the project.

Phase 2: Design & Develop
During the Development phase, the Engineering Manager oversees the development of functional requirements through to the QA Testing phase. To ensure that development is on track, Engineering Scrums are run three times per week. Using Scrum methodologies in Agile, projects are broken down into smaller, more manageable pieces, known as "sprints," that can be completed within two to three days. At the end of each sprint, the Development Team meets to assess the project’s progress and plan the next steps.

Due to the collaborative nature of the Agile process, ICSolutions Developers work closely with customers throughout the development phase to define and fulfill a requirement request in the most efficient and accurate way. The focus is on getting the feature developed that is most beneficial and useful to the customer, not on extraneous process and documentation.

For specific customer requests, periodic work-in-progress demonstrations of the new feature may be performed for customers where appropriate.

Phase 3: Quality Assurance & User Acceptance Testing
ICSolutions conducts thorough Quality Assurance testing, and in cases of specific customer
request, User Acceptance testing. Once the Development phase of each iteration is complete, the Quality Assurance Team will define test parameters for the system, which is reviewed with the entire Development Team. This Test Parameters and Requirements document will be used to generate a QA matrix. Testing is performed in a QA Test environment to verify functionality of new enhancements, bug fixes, and software patches.

Due to the incremental nature of Agile, testing often occurs concurrently with development so that each iteration of a feature is tested as it is developed. Testing in this manner lessens the risk of a compressed test period that often occurs in traditional Software Development Cycles as a result of running out of time on the development timeline.

For enhancements resulting from specific customer requests, our Engineers will work closely with the customer to conduct User Acceptance Testing in a controlled test environment to ensure that all requirements of the requested enhancement are met. Customers will review their enhancement for the appropriate functionality and usability and report any issues or requested changes back to the Testing Engineer.

While Engineers are completing QA Testing, ICSolutions’ Technical Writer begins creating documentation of the new features that will go into the User Reference Guide and Release Notes, which are released to the Agency before deployment.

Phase 4: Deployment
After the Testing Phase is complete, the feature/module is moved from the development branch into the software trunk. The software is then forwarded to the System Architect for incorporation into the appropriate software release. New software releases and enhancements are distributed through an IP connection, with no need for any onsite disruption. Due to this centralized system update, downtime is minimal. An ICSolutions Client Services Representative will work with the Agency to arrange a mutually agreeable maintenance schedule at the most convenient time to ensure as little disruption to site operations as possible. ICSolutions can accommodate any time of day or night for release, whether during business hours or after hours.

Whenever an upgrade and/or enhancement to the Enforcer finishes testing and is ready for wide release, the Agency will be notified of the new release updates (typically within two weeks of the release) and provided documentation of the features and functions of the new software. A white paper “Feature Flyer” will be distributed to the Agency, which describes the new system feature and its functionality. At this point, the newly updated User Reference Guide and Release notes are uploaded online for Agency users to access through the Enforcer GUI.

ICSolutions schedules two major and two minor releases per year on a quarterly basis to ensure the system is always state-of-the-art. In addition, specific customer requests can be completed on-demand and pushed to the Agency as a patch. These requests will then be rolled out to all clients in the next quarterly release. Any bug fixes and critical patches will be completed and applied immediately, as well.
Phase 5: Post-Deployment

In the Post-Deployment phase, our Technical Services Center is notified of all system changes in the release so that they are aware of and prepared for any potential issues that may occur. All software is built to report non-standard behavior through our central monitoring system, Enforcer Real Time Status (ERTS).

System monitoring is part of the fundamental design of all components of the Enforcer system. All key applications send heartbeat messages to ICSolutions’ central monitoring system, ERTS.

These heartbeats are recorded in a status database and displayed on a browser screen. ERTS monitors all heartbeats and raises events, should a heartbeat become overdue based on configuration to ensure that no missing heartbeats are ignored.

Any condition which is deemed “not normal” can cause an event to trigger. All programs generate detailed log files both for troubleshooting and monitoring, with logs being scraped at least twice per hour for anomalous activity, which is sent to ERTS for processing.

ERTS has various options for event handling including, but not limited to, email, SMS, and user interface alerts. Our Technical Support and system monitoring teams are responsible for responding to and performing Level 1 support on issues, and escalating both technically and administratively, as appropriately. Should an event occur as a result of a recent release, our Technical Services Center will work with the Engineering department to troubleshoot the issue so that Engineering can begin development of a bug fix or software patch where appropriate.

CenturyLink architecture assures that the Agency can deny updates

Because our hardware and software environments would be 100% dedicated to West Virginia, not mixed with other accounts, a decision by the Agency not to implement a certain upgrade will not impact any other account we serve. Please note that this 100% dedicated architecture is true at the network, software AND hardware level, INCLUDING storage arrays. This ensures:

✓ Immediate retrieval of data. Users are not competing with users from other agencies. This is where dedicated bandwidth and storage arrays are especially important.

✓ Flexibility in customizing software. The software environment and user interface is strictly yours – we are able to develop rules and/or screens for use only by the Agency, or make the capabilities available to other customers if we believe the new software has broader applicability.

✓ Flexibility in implementing software changes. The Agency is also given full flexibility in implementing software changes or even backing out changes after they have occurred.
5.19. Vendor shall upgrade all hardware as required to comply with performance standards as mandated in this RFP.

Vendor Response: Read, agreed and will comply.

**Central data center management**
Central data center equipment is refreshed on a standard cycle (depending on component) to ensure reliability and vendor support, while any impaired components are replaced in compliance with our Service Level Agreements.

**On-site configuration management**
Anytime throughout the contract term, the Agency can call the Program Manager to make a MAC (Move Add Change) request. Non-urgent requests will be filled by a local service technician during their next scheduled visit.

More complicated requests (installing phones in a new wing of the jail, upgrading to full video phones in the booking areas etc.) will be assigned a project manager and handled like the initial implementation with a site survey, a meeting with the Agency, a formal project plan, and weekly progress reports.

If, at any point, the Agency plans to expand a facility, add a new facility or requests additional phones at an existing facility, CenturyLink can add storage and phones at any time without affecting the operations of the existing system.

Additional network capacity may require up to 30 days’ notice if it requires a local network access provider to add new line(s) (this is due to local phone company requirements and is true for any provider), but does not require any system downtime.

5.20. Telephone support from live, qualified technicians must be available 24/7/365.

1. Priority Level 1, when more than 50% of a single site or housing unit is without service. A response is required in less than 1 hour, and a resolution within 3 hours without a site visit. Resolution requiring a site visit must be completed within 8 hours.
2. Priority Level 2, when 25% to 50% of a single site or housing unit is without service. Response time is a maximum of 2 hours and resolution is a maximum of 6 hours without a site visit. Resolution requiring a site visit must be completed within 24 hours.
3. Priority Level 3, when 1% to 25% of a single site or housing unit is without service, response time is a maximum of 2 hours and resolution is a maximum of 6 hours without a site visit. Resolution requiring a site visit must be completed within 36 hours.
4. Priority Level 4, items on software fixed list or related to administrative issues that are informational, non-service related conditions or non-business critical. response time is a
maximum of 4 hours, and resolution is a maximum of 24 hours without a site visit.
Resolution requiring a site visit must be completed within 36 hours.

5. Agency reserves the right and ability to establish and/or change the priority level for each occurrence.

Vendor Response: Read, agreed and will comply.

The CenturyLink operations team will respond promptly to all inmate telephone service calls, friends and family issues, billing inquiries and any other issues relating to the inmate phone system on a 24/7/365 basis.

This will be accomplished through our centralized Customer Service Center via a toll free customer service line. When a trouble condition is reported, our technicians will quickly perform diagnostic testing to isolate the problem, determine if a remote resolution is an option, and if not, quickly dispatch a field technician to the site.

Should any issue potentially prevent a trouble condition from being resolved within the timeframe contractually permitted, the issue will be immediately escalated to the Program Manager who will discuss the situation with Agency staff as appropriate.

Once a resolution to the issue is achieved, acceptance testing is completed before any trouble ticket is closed.

Repair Times -- Service Level Agreements (SLA)

CenturyLink will comply with the requested Response/Repair SLA's and work with the Agency to define the specific types of service issues that fall into each priority level.
### Attachment B: Mandatory Specification Checklist

<table>
<thead>
<tr>
<th>Description of Priority Levels With Examples</th>
<th>Response Times (Maximum Time After Service Request by the Agency)</th>
<th>Repair Times (No Dispatch Required)</th>
<th>Repair Times (With Dispatch)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority Level 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Service Issues, 50% or more of the service at a single site or housing unit is out of service.</td>
<td>1 Hour</td>
<td>3 Hours</td>
<td>8 Hours</td>
</tr>
<tr>
<td>Priority Level 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Normal Service Issues, 25%-50% of the service at a single site or housing unit is out of service.</td>
<td>2 Hours</td>
<td>6 Hours</td>
<td>24 Hours</td>
</tr>
<tr>
<td>Priority Level 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Normal Service Issues, 1%-25% of the service at a single site or housing unit is out of service.</td>
<td>2 Hours</td>
<td>6 Hours</td>
<td>36 Hours</td>
</tr>
<tr>
<td>Priority Level 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Normal Service Issues, Non Service related issues.</td>
<td>4 Hours</td>
<td>24 Hours</td>
<td>36 Hours</td>
</tr>
</tbody>
</table>

5.21. Vendor shall provide on-site field support from qualified technicians to be available 24/7/365. Refer to Section 5.20 for response and resolution timeframes. Vendor must provide a minimum of three (3) technicians that reside in the State of West Virginia.

**Vendor Response: Read, agreed and will comply.**

CenturyLink will exceed this requirement by providing four (4) West Virginia-based technicians. Two existing technicians (Jim and Mary Beth Chapman will be located in Hedgesville, West Virginia, while two additional technicians will be hired in specified locations to minimize overall drive times and maximize our ability to service on-site issues in a timely way.

5.22. The inmate telephone system must be a non-coin operated telecommunications service, using line-powered instruments compatible with Agency's current wiring at all sites. In the event, new wiring is required at onset or with future expansion, Vendor shall be responsible for supplying and installing said wiring.

**Vendor Response: Read, agreed and will comply.**
5.23. All services and equipment provided by Vendor must comply with all current and future federal, state, and local laws, rules, and regulations, as well as internal Agency policies and procedures. Vendor must be properly authorized by appropriate governing or regulatory entities to provide inmate telephone systems.

Vendor Response: Read, agreed and will comply.

CenturyLink is authorized by all appropriate governing or regulatory entities to provide inmate telephone systems and service.

5.24. Vendor's inmate telephone system must meet all ADA standards, including the installation TDD technology and hardware when requested by the Agency.

Vendor Response: Read, agreed and will comply.

The Enforcer System meets all ADA standards.

CenturyLink's proposed inmate telephone, the Wintel ITC7090SS, includes user controlled amplification and meets ADA requirements.

CenturyLink will install the Ultratec Superprint 4425 TDD device, which is the most commonly deployed TDD device in the industry.

Features and benefits of the Ultratec Superprint 4425 TDD device are listed below:

- Built-in 24-character printer
- Three selectable print sizes
- 32 K memory
- Call progress clearly shown on LCD display
- Programmable Relay Voice Announcer
- Memos you can name for easy recall and sending
  - Keyboard and memory dialing
  - Call progress (display shows whether line is ringing or busy in direct connect)
  - Tone-and-pulse dial (including *, # and hook flash)
  - Auto-answer (direct connect)
  - Remote message retrieval
  - Auto ID
  - Time and date
  - TTY voice announcer
  - User-programmable relay voice announcer
  - 20-character vacuum fluorescent display
  - Rechargeable batteries
  - Optional ASCII code
Attachment B: Mandatory Specification Checklist

- Optional large visual display port (includes ASCII)

- TDD Key Feature
  
  Call control for hearing-impaired inmates will be provided through functionality native within the Enforcer System, which means that all call control features are maintained—including PANs and recording/monitoring of the text. Text is inserted into a note and attached to the call recording and is easily accessible from the Call Detail Screen. Any attached notes can be printed locally or remotely.
  
  The Enforcer provides the following benefits:

  - Eliminates need for staff members to initiate call process
  - No use of TDDs to circumvent security features
  - No need to export TDD calls to separate software

5.25. Vendor must obtain approval from Agency prior to cutting into girders, beams, wall, flooring or any other structures that may impair fire or moisture-proofing or cause structural damage.

Vendor Response: Read, agreed and will comply.

5.26. Vendor must use new materials for wiring, which must be clearly marked at both ends and comply with current Electronic Institutional Association/Telephone Institutional Association specifications. No exposed wiring is permitted. To be run with industry standard telephone cabling CAT 5 cable or category 325 pair cable as necessary. All wiring infrastructure installed by Vendor shall become the property of the Agency upon expiration or termination of said Contract.

Vendor Response: Read, agreed and will comply.

5.27. Vendor shall reimburse Agency for any damage to Agency's property caused by Vendor during the term of this contract.

Vendor Response: Read, agreed and will comply.

5.28. Vendor must affix labeling to all telephones with clear and concise dialing instructions, including notification that all calls are subject to monitoring and recording. Labels must be printed in both English and Spanish or as required by the Agency.

Vendor Response: Read, agreed and will comply.
5.29. Vendor must supply only new telephone equipment. Said telephone equipment must be sturdy, non-coin, vandal resistant and armored with durable tamper-proof construction appropriate for a correctional environment. Agency recommends all Vendors provide a live demonstration of phone system at oral presentation. Agency requires all vendors to bring a sample of the inmate telephone/handset to the oral presentation.

**Vendor Response: Read, agreed and will comply.**

CenturyLink will install the Wintel ITC7090SS Coinless Inmate Phone with volume control, which is the overwhelming choice for inmate facilities throughout the industry. This hardened inmate phone meets and exceeds the listed requirements above.

The inmate telephones have been constructed to be tamperproof and are constructed of 14-gauge stainless steel and designed for indoor or outdoor inmate use. Features and benefits of the Wintel ITC7090SS are listed below:

- Magnetic hook switch
- Built-in volume user controlled volume "LOUD" button on all inmate telephones.
- Meets all ADA requirements for user controlled amplification.
- Rugged vandal resistant housing especially designed for inmate use.
- Sealed handset suitable for heavy use and abuse areas.
- Security screws to minimize tampering.
- Confidencer technology filters out background noise at the user’s location.
- Armored handset cord equipped with a steel lanyard (1000 lb. pull strength) and secured with vandal resistant retainers.
- Hearing aid compatible and FCC registered (DF4USA-75652-CC-E)

5.30. Vendor, as well as Vendor’s subcontractors, shall clean up and remove all trash from installation areas. No equipment, parts or inventory shall be stored onsite unless approved by Agency.

**Vendor Response: Read, agreed and will comply.**

5.31. Vendor shall provide a report to Agency listing the following:

- Telephone numbers
- Equipment identification numbers
- Location of equipment

**Vendor Response: Read, agreed and will comply.**
5.32. Agency ID cards will be provided to Vendor's personnel for entry into the facilities. Sites reserve the right to search any deliveries, mail or packages received at the site prior to being delivered inside of the security perimeter. Contract workers/visitors are subject to search of their person, vehicles and personal items before entering the site. Such searches may be pat down searches, searches by metal detectors, or searches by Agency canine unit. Agency has authority to deny access. Vendor’s personnel shall comply with all Agency policies and procedures.

Vendor Response: Read, agreed and will comply.

5.33. Vendor’s personnel and subcontract personnel shall obtain, at Vendor's cost, background security clearance prior to arrival at the facilities.

Vendor Response: Read, agreed and will comply.

5.34. Vendor shall install adequate surge and lightning protection equipment for the inmate telephone system.

Vendor Response: Read, agreed and will comply.

Our surge and lightning protection system for on-site equipment uses the SurgeGate™ system - a state of the art Telecom surge protection system manufactured by ITW Linx. The system is comprised of various modules to protect the incoming network from the LEC, modules to protect the Station ports, (inmate phone connections) and the power system. When installed, this system will tie together all the systems at each site for a common bond on the ground side of all equipment in the phone room.
uninterruptible power supply (UPS), as well. Our UPS Monitor (UPSMon) software continually monitors the status, utility voltage, battery capacity, remaining run-time and UPS Load of every installed ITS nationwide.

The software runs 24/7/365 and automatically sends an email alert to our 24 hour technical support team anytime there is a loss of utility power of any duration, to any ITS device. Most utility power interruptions are very brief. The UPS controlling software also performs a data-save and graceful shut-down of the affected system one minute before primary battery power is exhausted.

In addition to running continuous, automated analyses, technicians can view the status of all UPS units in service at any time from our Network Operations Center (NOC), which proactively monitors the performance of all calling platform equipment.

```
<table>
<thead>
<tr>
<th>System</th>
<th>Model</th>
<th>Status</th>
<th>Operating Voltage</th>
<th>Utility Voltage</th>
<th>UPS Load</th>
<th>UPS Type</th>
<th>Date, Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>System1</td>
<td>Model1</td>
<td>Status1</td>
<td>Operating Voltage1</td>
<td>Utility Voltage1</td>
<td>UPS Load1</td>
<td>UPS Type1</td>
<td>Date, Time1</td>
</tr>
<tr>
<td>System2</td>
<td>Model2</td>
<td>Status2</td>
<td>Operating Voltage2</td>
<td>Utility Voltage2</td>
<td>UPS Load2</td>
<td>UPS Type2</td>
<td>Date, Time2</td>
</tr>
<tr>
<td>System3</td>
<td>Model3</td>
<td>Status3</td>
<td>Operating Voltage3</td>
<td>Utility Voltage3</td>
<td>UPS Load3</td>
<td>UPS Type3</td>
<td>Date, Time3</td>
</tr>
<tr>
<td>System4</td>
<td>Model4</td>
<td>Status4</td>
<td>Operating Voltage4</td>
<td>Utility Voltage4</td>
<td>UPS Load4</td>
<td>UPS Type4</td>
<td>Date, Time4</td>
</tr>
</tbody>
</table>
```

**UPSMON- All Systems Status**

They can also pull up details including histories of all power fluctuations and disturbances to investigate and diagnose aberrations in network usage and performance:
4. Must process all calls by an automated operator. Access to live operators is not permitted at any time.

Read, agreed and will comply. The Enforcer System provides fully automated collect, prepaid collect and debit calling. Inmate access to live operators is neither required nor permitted at any time.

5. The inmate shall be placed on hold after the dialing sequence in order to prohibit the inmate from monitoring or communicating with the called party. Once the call is accepted by the called party, the inmate will be connected.

Read, agreed and will comply. The inmate cannot communicate with the called party until the call has been positively accepted. During this time the call timer is turned off so neither party is billed for this setup period.

6. Must be able to inform the called party of any and all charges for the call, prior to accepting the call.

Read, agreed and will comply.

On every call, the Enforcer announces the funding mode of the call to the call recipient. For example, for a Collect call, the automated operator prompt will say “Hello, you have a collect call from (inmate’s name), an inmate at (facility name).” For a Debit call (paid for by the inmate), the automated prompt will say, “Hello, you have a call at no expense to you from (inmate’s name), an inmate at (facility name).”

If the call is a Collect or Prepaid Collect call (paid for by the call recipient), the automated prompt offers the call recipient the opportunity to hear the call rate on every call: “To hear the charges for this call, press 2.”

The script that the called party is:

- “Hello. You have a (type of call) from (inmate’s name), an inmate at (facility name)”
- “Your account balance is (dollars and cents of the account balance).” (Prepaid call only)
- “To hear the charges for this call, press 2” (Prepaid and collect only)
- “To accept this call press 5”
- “To refuse this call hang up now”
- “To block this call and all future calls from this facility, press 9”
- “This call will be recorded and is subject to monitoring at any time.”

If the prepaid account balance is insufficient to pay for the first minute of the call, the call recipient will hear the following message:

- “Your account balance is (dollars and cents remaining in their prepaid collect account)”
7. Must have pre-recorded message announcing to the called party that this is: collect call, name of facility, inmate name placing the call, and that the call is subject to being monitored and/or recorded. The system shall, at a minimum, have multi-lingual capabilities for English and Spanish.

Read, agreed and will comply.

The Enforcer is delivered with pre-recorded instructional voice prompts in both English and Spanish for the inmate and the called party. Language is selected by the inmate as part of the call setup process, using a one-digit code: "For English, press 1; for Spanish, press 2." Additional languages can be added at the facility's request at no charge. Languages currently deployed at other facilities include French, Russian, and Hmong.

Section 5.37.7, immediately preceding this section, provides the complete announcement sequence, including the type of call, facility, name of the inmate, and a disclaimer that the call is being recorded.

8. Must provide Agency with the ability to program allowed or blocked numbers, either globally or by inmate.

Read, agreed and will comply.

The Enforcer enables authorized users to immediately enter blocked numbers into the system using the user-friendly Administrator interface. Blocks may be added for a specific telephone number or group of numbers. Important Block Features:

- Block groups of numbers such as: 800, 888, 866, 911, 1411, 555-1212, 1010XXX, etc.
- Block individual numbers – unlimited quantity
- Blocks from your existing system will be imported during installation process
- Soft block resulting from multiple refused calls
- Real-time block activation
- Simple workstation block entry
- Blocked number report

Inmate-Specific Blocked Numbers
To block calls only from a specific inmate to a particular number add the number to that inmate's PAN (Personal Allowed Number List) and check in the "Block" column as shown below.
PANs (Personal Allowed/Blocked Numbers)
Inmate ID: 870414  GREGORY SMITH

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Relationship</th>
<th>City</th>
<th>Type</th>
<th>Date of Birth</th>
<th>Ref</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>JASON DELIA</td>
<td>FRIEND</td>
<td>CHICAGO</td>
<td>01/02/1988</td>
<td>ref</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SMITH TYRONE</td>
<td>BROTHER</td>
<td></td>
<td>05/02/1983</td>
<td>ref</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SMITH OLIVE</td>
<td>DAUGHTER</td>
<td>CHICAGO</td>
<td>03/02/1989</td>
<td>ref</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>SMITH OLIVE</td>
<td>SISTER</td>
<td></td>
<td>04/02/1990</td>
<td>ref</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>SMITH OLIVE</td>
<td>WIFE</td>
<td></td>
<td>05/02/1991</td>
<td>ref</td>
<td></td>
</tr>
</tbody>
</table>

Edit PAN- Add Inmate-Specific Call Block

Blocks can be added using the Global Number Edit screen shown below. This will block all calls from inmates to this number.

Global Number Edit- Add blocked Number

Standard blocks are established for each system at the time of installation. These include directory assistance, 911, emergency, pay-per-call services, 1010XXX access codes, toll free numbers, and live operators.

In addition, CenturyLink's project team will work with the site to populate the blocked number table with facility personnel telephone numbers, and will work with the outgoing vendor to incorporate any telephone numbers which were blocked due to complaints of harassment.
9. Must deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers and allow blocking of specific telephone numbers.

Read, agreed and will comply. These numbers are all blocked as part of our standard installation checklist.

10. Must allow free local calls to designated numbers, such as Public Defenders, Rape Crisis Centers, Prison Rape Elimination Act Hotline, and Critical Incident Hotline.

Read, agreed and will comply. All calls to special Agency-designated numbers, including those above, will be provided on a free basis.

11. Must be able to control call duration based on time limits or time of day restrictions.

Read, agreed and will comply.
This is a standard feature and available by inmate, facility, or down to the phone level if needed. Typically call durations is set to a default level by facility. However, within a facility, any phone can have a separate duration limit that will override the default limit; this is illustrated below in Section 5.37.12 on the "Stations" screen.

The Agency will have complete control over the times that inmates have access to the phones for calling. Using the "Phone Schedule" button from the "Site Admin" tab, staff will be able to control the times of use by phone, area (pod, medical, intake, etc) or the entire facility. The following screen illustrates a weekly schedule for a group of phones. Note that in the "Edit" column, the option is provided to turn the phones off or on all day:

---

**Weekly Phone Schedule**

<table>
<thead>
<tr>
<th>Groupname</th>
<th>Day</th>
<th>Schedule</th>
<th>Off all day</th>
<th>All day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Default</td>
<td>Mon</td>
<td>7:00-22:00</td>
<td>off all day</td>
<td>all day</td>
</tr>
<tr>
<td>Default</td>
<td>Tue</td>
<td>7:00-22:00</td>
<td>off all day</td>
<td>all day</td>
</tr>
<tr>
<td>Default</td>
<td>Wed</td>
<td>7:00-22:00</td>
<td>off all day</td>
<td>all day</td>
</tr>
<tr>
<td>Default</td>
<td>Thu</td>
<td>7:00-22:00</td>
<td>off all day</td>
<td>all day</td>
</tr>
<tr>
<td>Default</td>
<td>Fri</td>
<td>7:00-22:00</td>
<td>off all day</td>
<td>all day</td>
</tr>
<tr>
<td>Default</td>
<td>Sat</td>
<td>8:00-22:00</td>
<td>off all day</td>
<td>all day</td>
</tr>
<tr>
<td>Default</td>
<td>Sun</td>
<td>8:00-22:00</td>
<td>off all day</td>
<td>all day</td>
</tr>
<tr>
<td>Default</td>
<td>reg</td>
<td>regular service</td>
<td>off all day</td>
<td>regular service</td>
</tr>
</tbody>
</table>
12. Must be able to set limits by housing units, individual inmates, and facility or destination numbers.

Read, agreed and will comply.

This is a standard feature; calling restrictions within the system are almost infinitely flexible. The following screen illustrates restrictions for inmates, including the number of calls allowed per day, maximum number of PANs, and free calls allowed:

![Inmate Profile Screen]

The System can assign each inmate to a single phone or a group of phones. Using Station Group Names, which assign one or phones to logically named groups, staff can quickly enforce physical phone restrictions. In the following example, Inmate Clark can only make calls from Apache B and D, however, any inmate without a Group restriction can also use Apache B and D.

**Allowed Station Groups for Inmate**

- Inmate ID: 972320
- RODNEY CLARK

![Allowed Station Group Screen]
The following screen illustrates the ability to limit a destination number to a specific number of minutes:

**Global Number Edit**

Not found. Enter data to create new number.

**Global Number Edit Screen**

On the following screen, administrators can select several parameters for individual phones, including the type of calls made (collect, debit, free, etc.), and the maximum call length allowed from each specific phone:

**Stations Screen**
13. Must have voice biometric technology integrated and offer related analysis tools and capabilities. Preference will be given to systems that have continuous voice analysis throughout the call duration. Agency will not accept "beta" for unproven technology. If offering continuous voice verification, please include a reference where this service has been in place for a minimum of 6 months. (Continuous voice analysis preferred rather than mandatory per addendum 7, Q&A # 11a and others)

Read, agreed and will comply.

CenturyLink and ICSolutions are BY FAR the most experienced providers of voice biometrics in the market today, with facilities housing over 50,000 inmates using voice biometric software and investigative systems.

This experience spans pre-call validation, continuous (throughout the call) analysis, and inmate-to-inmate analysis (see table below); this experience is critical given voice biometrics' impact on system design (call processors, connectivity, server sizing, etc.).

<table>
<thead>
<tr>
<th>Capability</th>
<th>Description</th>
<th>Primary benefit</th>
<th>CenturyLink Service History</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Pre-call verification</td>
<td>Matches voice print with inmate PIN prior to allowing call to be placed</td>
<td>Prevents PIN theft when inmate not present</td>
<td>Have been providing PCV and continuous voice biometrics to multiple agencies on the Enforcer System since 2006</td>
</tr>
<tr>
<td>(2) Continuous analysis</td>
<td>Includes #1, plus analyzes inmate and called party side throughout call</td>
<td>Prevents PIN theft when inmate is present (&quot;verify-then-push aside&quot;)</td>
<td>Have been providing at the Kansas DOC since 2012</td>
</tr>
<tr>
<td>(3) Inmate-to-Inmate analysis</td>
<td>Separate standalone capability. Analyzes calls Are two inmate voices on a single call?</td>
<td>Prevents call conferencing not otherwise detectable</td>
<td></td>
</tr>
</tbody>
</table>

Note: Due to the differences in software royalty and server capacity costs between #1 ("PCV") and #2 ("Continuous") voice biometrics, CenturyLink has provided separate pricing offers so that the Agency can make their own decision regarding the relative benefits and costs of each offering. #3 ("ICER") is included in either offering at no impact to pricing.
PCV vs. Continuous Voice Biometrics

The choice of voice biometrics software is clearly an important one which impacts the security of the inmate telephone system. At the same time voice biometrics' its effectiveness depends on a number of site-specific factors. Given our experience with these products and the sensitivity of this topic, we respectfully request the opportunity to discuss further with the Agency during follow-up questions and/or vendor presentations.

#1 – Pre-Call Validation

Pre-call validation matches a pre-recorded voice print from the inmate that can be compared to the inmate’s voice when they make a phone call; if the print and the actual voice do not match, the call is not allowed to be placed. This feature is very useful in reducing attempted PIN theft among inmates

- If such an event occurs, the call detail record is marked with a termination code identifying the call as failing biometric validation.
- Note that this is a one-time, up-front rejection of the call attempt. If rejected, the inmate would be required to hang up and attempt the call again.

Enrollment at Intake and Agency Involvement. Before first using the inmate telephone system, inmates must enroll a voice print that is saved in the database. To do so, CenturyLink would install dedicated enrollment phones in the intake areas.

- Intake officers simply direct the inmate to the enrollment phone, where the inmate simply follows the prompts to repeat their name and certain phrases. In total the process takes about two minutes.
- We recommend indirect supervision of enrollments, where an officer’s presence is “felt” by the inmate but the officer is able to perform other tasks.

For the initial enrollment project, CenturyLink Team personnel will be deployed in teams with portable enrollment units to manage the process and enroll all existing inmates. Facility personnel would be required only for escorting and security for the enrollment teams.

Investigative Information. Search criteria can also be used to filter call detail records with voice biometric failures. In addition, because we record all calls from the moment the receiver goes off-hook (to our knowledge this is unique in the industry), investigators are able to listen to all of the inmate’s activities prior to attempting the call.
#2 – Continuous Voice Biometrics

For continuous voice biometrics, CenturyLink has partnered with JLG Technologies, LLC to offer the most advanced voice biometrics software available in the corrections market today. JLG's Investigator Pro product incorporates technology developed for the United States Department of Defense for its own voice security and detection applications.

CenturyLink has had the Investigator Pro deployed for over five years and is the only provider to have continuous voice biometrics deployed in a state DOC in addition to large county facilities. We invite the Agency to contact Hillsborough County Jail or the Nevada and/or New Hampshire DOCs to discuss how The Investigator Pro has positively impacted those agencies (New Hampshire references will be provided on request).

### Customer | Nevada Department of Corrections
---|---
Served since | 2008
Account size | facilities, 12,500 inmates
Contact | Pam del Porto, Inspector General (Primary)
Phone | (775) 887-3395
| pdelporto@doc.nv.gov
Dawn Rosenberg, Chief of Purchasing (Secondary)
Phone | (775) 887-3219
drosenberg@doc.nv.gov

### Customer | Hillsborough County Sheriff's Office
---|---
Served since | 2011
Account size | 2 facilities, 3,000 Inmates
Contact | Jim Hardin, Information Services Division
Project Manager
Phone: (813) 290-2270
Email: jhardin@hcso.tampa.fl.us

Advanced voice biometric technology automatically detects and marks suspicious activity

Suspicious Call Finder

Conventional voice verification systems – where inmates' voice prints are verified before the call starts but not after – have two major limitations: first, they do not detect inmates handing the phone to another inmate after validation, and second, in the case of a verification failure, they only record the event.

The Investigator Pro's Suspicious Call Finder module eliminates these limitations and provides analysis of inmate voices throughout the entire call; in addition, it provides the key piece of information correctional facilities value: the probable identities of imposters. When a call is
completed, the Investigator goes to work uses specialized hardware and software to perform the billions of mathematical computations necessary to intelligently compare previously enrolled inmate voice models against the voices on the call, determining the highly probable identities of imposters.

**Pre-Call Imposter Detection**

The Investigator Pro Pre-Call Imposter Detection module provides pre-call imposter screening. When an inmate initiates a call attempt, the Pre-Call Imposter Detection module compares likely imposters against the voice being provided at the time of the call initiation. Instead of the conventional approach of comparing the inmate voice against a previously recorded sample of the inmate voice, it utilizes its imposter detection system to see if an imposter is trying to make the call and alerts the facility of which inmate imposter is trying to defeat the system.

**Voice-Biometrics Enhanced Link Analysis**

The Investigator Pro’s QuickFind tool results take into account all the intelligence the system has acquired and returns it in easy to understand statements. Each statement represents types of calls the inmate has made or information that associates that inmate with other inmates and their outside called parties.

Categories of calls the investigator can quickly search on are:

- Completed calls made by that inmate PIN
- Any calls where a 3 way call has been detected (a means to hide contact with an unknown called party)
- Calls when the inmate used another inmate PIN (an attempt to hide the inmate identity)
- Calls made where other inmates have used this inmate’s PIN (an attempt to hide their identity)
Other Investigator System Reports

The Investigator Pro features a number of different system reports that assists the facility investigator in focusing the attention on the most valuable calls to investigate. For investigators, the reports include: enrollment reports, pre-call imposter reports, high-value target calls for review, high-interest-group activity, and a variety of other reports that show frequent abusers of accounts, accounts being abused, and involved called parties. For leadership, the Investigator includes Management Reports to track product usage, ensure user accountability, and provide instant access to any case or inmate-sensitive call activity.

For brevity, a small sample of these reports and search screens are provided below.

Investigators are able to quickly search for all calls with suspected of PIN abuse, by calls using a specific inmate's voice, or any other number of search criteria.

A sampling of the structure of High Interest Groups (HIGs) in the Investigator Pro system
Automatic reporting on High Target Calls for Review:

Management Reporting:
The Investigator Pro is fully integrated into the Enforcer platform, facility personnel will not have to log into another system to access the functionality and features.

**#3 – Inmate-to-Inmate Communications Event Reporting (“ICER”)**

CenturyLink is pleased to offer the State ICER™ - Inmate Inter-Communication Evaluation and Reporting system. We are partnering with JLG Technologies, a leading voice biometric analysis technology company. After developing its Investigator Pro voice identification and crime investigation system now in place in 176 correctional facilities throughout the country, JLG furthered its research as a result of requests from corrections investigators to develop an automated way of identifying inmates who are illegally communicating with other inmates using the inmate telephone system. The result of this research and development effort is ICER.

**The Threat**

Inmates have been, and continue to communicate with each other over the telephone systems that have been provided for their controlled contact with the outside world.

Until now, ITIC (short for Inmate-to-inmate phone communications) has essentially gone undetected because there was neither practical technology nor uniform networking capability to identify such communications. Following are highlights of the ITIC threat:

- Through a variety of methods, inmates are circumventing the inmate phone system at a particular facility to communicate with another inmate whether the other inmate is in a neighboring POD or in a facility in a different state and using a different inmate phone system.

  Inmates exploit conference bridges, services such as Skype, Google Voice and other kinds of modern telecommunications technology. In addition, they rely on called parties to bridge the calls, place three-way calls, or even put two speaker-phones in proximity to one another, so that inmates can talk to other inmates

- Until recently, ITIC incidents were only found when accidentally stumbled upon by correctional staff and incidents are now known to occur with much wider frequency than previously known. ICER has already identified more than 1,000 of these events.

- These ITIC communications have involved criminal activities including coordinating gang-related murders, drug trafficking, racketeering, as well as inmate disturbances at multiple correctional facilities around the country.

**Technology, Cooperation Between Inmate Telephone System providers, and Participating Nation-Wide Corrections Administrations are Joining to Reduce the Threat**
Every day we learn from the news about instances of major crimes being solved because of the increasingly cooperative efforts of state and federal agencies that are now beginning to share case-critical data around the US and the world.

In the world of inmate phone calls, we are offering a new technology based on voice biometric analytics and a dedicated cooperative network provided through a consortium of inmate telephone system providers* and JLG Technologies.

This combined effort will enable all participating corrections administrations throughout the country to receive specific and detailed information on a call-by-call basis when their inmates are using their phone systems to talk to each other – whether the calls are connected between different inmate telephone systems, between PODs in the same facility, or between inmates in facilities from Florida to California.

The more agencies that take part in the ICER network and share ICER data, the more ITIC calls that will get caught in the net and be reported.

* Inmate Telephone System providers who have joined the ICER Consortium to date includes Securus Technologies and CenturyLink. As of 3.25.14, PayTel Communications, ICSolutions, and GTL (Global Tel*Link) have signed letters of intent to join.

How ICER Works
ICER uses advanced voice analysis technology to generate a “call signature” — a representation of the call that does not involve any of the original audio — for each completed inmate telephone call.

Call signatures are then automatically encrypted and transmitted to the central data center at JLG Technologies headquarters in Framingham, MA for analysis. Because none of the original audio is used in a call signature, the ICER system is in full compliance with state laws regarding the transmission of call recordings.

Under normal operations, call signatures are created, transmitted, and received at the data center within seconds of each completed call. Upon arrival, the call signature is immediately analyzed and checked against other call signatures.

If an ITIC event is detected, it is logged in the ICER system database and investigators from the participating corrections administration are automatically alerted via email to log into the ICER system for the detailed report.

To protect certain elements of inmate data from being displayed to participating agencies, online consent by both parties must be gained before details of the full report are made available.

The ICER system doesn’t require correctional facilities to transmit audio files and each agency is always in complete control of the level of sensitivity of any data transferred.
ICER Event Report
Event Identified On: Mar 11, 2014
10:14 pm (EDT)

An Inmate Inter-Communications Event has been detected involving an inmate at your facility. The details of which follows below:

<table>
<thead>
<tr>
<th>Inmate ID</th>
<th>WILLIAMS, LAURIE</th>
<th>SMITH, DAVID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency</td>
<td>Russ County Detention Center</td>
<td>Russ County Detention Center</td>
</tr>
<tr>
<td>Call ID</td>
<td>45878</td>
<td>24781</td>
</tr>
<tr>
<td>Inmate ID</td>
<td>03419957498</td>
<td>0341797548</td>
</tr>
<tr>
<td>Called ID</td>
<td>17024453043</td>
<td>17022141399</td>
</tr>
<tr>
<td>Station Name</td>
<td>OPEN AREA MALE - 25</td>
<td>OPEN AREA MALE - 27</td>
</tr>
<tr>
<td>Call ID</td>
<td>4631857072</td>
<td>431832173E</td>
</tr>
<tr>
<td>Call Start Time</td>
<td>Mar 11, 2014 10:12 pm (EDT)</td>
<td>Mar 11, 2014 10:13 pm (EDT)</td>
</tr>
<tr>
<td>Timeline Recording (TAC)</td>
<td>04m:21s (261 sec)</td>
<td>03m:30s (210 sec)</td>
</tr>
<tr>
<td>Duration of Event (Min:Sec)</td>
<td>01m:22s (82 sec)</td>
<td>01m:22s (82 sec)</td>
</tr>
</tbody>
</table>

The above is a sample report showing data which investigators in two participating agencies will see once mutual viewing acceptance is granted. Until mutual viewing acceptance is granted, investigators will only be able to see inmate call data for their own facility (either the right or left sides of the report) plus limited data on the inmate from the other facility. Where inmates are calling each other within their own facility (not shown), all data for both inmates will be displayed automatically.

While we view ICER as a significant contribution to detecting inmate inter-facility communication, participation of your administration and facility is voluntary and will be provided at no cost to your facility. The cost of this technology is born by the consortium of inmate telephone providers and JLG Technologies. We would be pleased to discuss ICER further with the Agency during contract discussions. We have included a copy of the user's license that would grant permission to the Agency to participate in the nationwide ICER operations at the end of Appendix 2 – Value Added Services. The only prerequisite is completion of the attached JLG Technologies standard license form contained herein.
Where is the ICER Network Currently Operating?

ICER is currently operational in these states: California, Florida, Kansas, Maryland, and New Hampshire. Upon completion of the license agreement, the Agency's facilities will automatically be added to the network.

ICER™ is a registered trademark of JLG Technologies

14. Must provide an integrated capability to monitor, record, store and retrieve inmate phone conversations on a real time basis. Recordings must be stored online for the entire contract term with the option to archive to removable/portable storage media. All recorded phone conversations are the property of the Agency.

Because the Enforcer utilizes an Agency-dedicated storage array rather than a commercial Storage Area Network (SAN), recording retrieval, listening, CD burning, system downloading, and other functions are immediately available in real time. This is an important differentiating feature of CenturyLink's system.

CenturyLink's core architecture uses account-defined storage arrays rather than large commercial Storage Area Networks (SANs). This ensures that the Agency recordings are not "mixed in" with other state and county accounts, driving delays in retrieval, downloading, and burning/saving. When combined with our over-provisioning of bandwidth into the central data center, data access is made almost instantaneous.

All inmate telephone stations will be connected to the Enforcer call processor and will have fully integrated digital recording capability with the option to record every call with the exception of privileged attorney calls or other types of calls as required by the facility.

The Enforcer offers Call recordings are digitally stored on an array of secure hard disks and will be available to the facility for immediate access throughout the contract duration.

Authorized Agency personnel can monitor live calls in progress with a high level of audio quality from any location, whether remote or on-site. The Enforcer is operated through an easy-to-use browser-based GUI (Graphical User Interface). Anyone with a password and log-in ID granted by Agency administrators can access the system from any computer with an internet connection as if they were opening a secure website.
The point-and-click user experience is familiar and intuitive for users regardless of their level of technical expertise.

The Enforcer streams and copies recordings to system users through its monitoring and playback functions. To maintain absolute integrity of recordings for admission in court, the Enforcer allows only WORM (Write Once Read Many) storage. Access to or manipulation of the source recording is never allowed.

The system has extensive search capabilities for staff. Call recordings can be retrieved based several parameters, a few of which are listed below:

- Inmate PIN/ID
- Date Range
- Called Number
- Facility
- Inmate Station
- Living Unit (building, cell block, etc.)
- Call Completion Type
- Call Bill Type

The Enforcer provides flexible and convenient remote access for investigators. This remote access allows users to perform any of the features and functions of the Enforcer that are available on-site, including debit entries, monitor live calls, listen to recorded calls, access recordings, search system data and generate reports as though they were on-site. All system functions can be performed by any approved user who presents the proper user ID and password during login.

Call monitoring is fully integrated with System and is accessible through the Monitor Phones tab, which then displays the "Display of Calls in Progress" screen. The authorized user selects a station or trunk to monitor with a click of the mouse, and then clicks the "Connect" button. This function is silent and undetectable by either the Inmate or called party. Multiple monitoring sessions can occur at the same time without any impact to ongoing call processing or recording. Users cannot monitor calls flagged as "do not record".

Authorized personnel can monitor any live call in progress with a high level of audio quality from any location, whether remote or on-site.

Once the operator has gained access to this display with the proper password and privileges, the monitoring operation can be activated. The operator simply clicks on a call in progress, or telephone station port, and the system begins streaming the audio to the workstation and plays through the workstation speakers or attached headset. The Display of Calls in Progress screen is shown below:
Display of Calls in Progress Screen

The Monitor Phones function group lets you perform several actions on live (in-progress) calls, recent calls, and the phone stations from which the calls are made. These include:

- Customizing or limiting the calls/stations you are viewing
- Monitoring a call in progress
- Performing security-related tasks, such as cutting off a call in progress or disabling a phone station
- Taking a "snapshot" of the displayed information
- Accessing more detailed information about a selected call
- Adding comments for a call

Each line is color-coded and displays information about the call. The color codes indicate:

- Black – Call in progress
- Gray – Call in progress, but not being recorded (attorney call, for instance)
- Blue – Phone station is currently inactive (most recent call displayed)
- Light Blue – Phone station is currently inactive, and most recent call was not recorded
- Red – Alert triggered (call in progress or most recent call triggered alert)

Staff can filter the type of call being displayed to narrow the range of calls displayed:

- All Phones – Every phone in the facility, in use or not in use
- Call only - Displays calls in progress
- Alerts only – Call in progress, or most recent call made that has triggered an alert
- All Active – All phones off-hook (calls in progress, or a phone handset off the hook, but no call placed)
- Visitation – Calls in progress or most recent calls made on visitation phones

Double-clicking on any call in the list will display additional call details, as shown below:

**Display of Calls in Progress Screen**

Along the right side of the screens are several buttons that allow staff to perform various monitoring functions, including listening, disconnecting the call, or adding comments to the Call Detail Record for a particular call:
### Action Button Function

<table>
<thead>
<tr>
<th>Action Button</th>
<th>Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connect</td>
<td>Function is for ICS Technical Support only; not currently used by ENFORCER client facilities.</td>
</tr>
<tr>
<td></td>
<td>Function is for ICS Technical Support only; not currently used by ENFORCER client facilities.</td>
</tr>
<tr>
<td>Freeze</td>
<td>Click this button to freeze the list of displayed calls (displays point-in-time list and “freezes” the dynamic display of call activity).</td>
</tr>
<tr>
<td>Listen</td>
<td>Click this button to monitor the call. After you click this button, your default Call Player opens on top of the Monitor Phones window. The inmate and called party are not notified and are not aware that you are monitoring the call.</td>
</tr>
<tr>
<td>Comment</td>
<td>Click this button to add a comment (note) to the Call Detail Record for the call.</td>
</tr>
<tr>
<td>Alarm Off</td>
<td>Function is for ICS Technical Support only; not currently used by ENFORCER client facilities.</td>
</tr>
<tr>
<td>Cut off</td>
<td>If fraudulent activity or threatening behavior is detected on the call, click this button to cut off (disconnect) the call.</td>
</tr>
<tr>
<td>Disable</td>
<td>Click this button to temporarily disable the phone station. If a call is currently in progress when you click Disable, the inmate will be allowed to complete the call before the station is disabled. If you want to cut off the call before disabling the station, click Cut off before you click Disable. After you click Disable, the station will remain in a ‘disabled’ state until you select the station, and then click Enable.</td>
</tr>
<tr>
<td>Name</td>
<td>Click this button to re-enable the phone station.</td>
</tr>
<tr>
<td>Print.</td>
<td>Click this button to print the current list view from your browser. To prevent the display from changing, you should click the Freeze button prior to printing the screen. If you want to display a detailed record for a call, click the call information line, and then click the Μ icon to show the Call Details window.</td>
</tr>
<tr>
<td>Clean</td>
<td>Click this button to close the Monitor Phones window.</td>
</tr>
</tbody>
</table>

### Monitor Phones – Call/Station Action Button Descriptions

Monitoring sessions occur in true real time with no delay in transmission of the audio, using standard live audio streaming techniques. When a user selects a call in progress to begin monitoring, the audio is streamed to that user live and in real-time. All audio is buffered so even if a call is five minutes in when a user begins monitoring the call, the user may scroll back to any point in the call and listen to the audio using the Call Player scroll bar, as shown below:

![Call Player Scroll Bar](image)

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**CenturyLink: Page 52 of 125**

*West Virginia Division of Corrections*

**Solicitation #COR61453 - Inmate Telephone System & Service**

**Submitted: July 16, 2014**
Clicking on the "Map" tab will allow staff to view a geographical map of the continental United States that shows a like between every call in progress, and the last call made from every active station. Other map detail is also available, for example, by clicking on the end point of one of the lines, the call detail is presented, as shown below:

Map Display of Calls in Progress

The Enforcer provides an Alert feature to aid investigators in up-to-the-minute inmate telephone activity. The ITS alerts can be placed on specific Inmate PINs or specific destination numbers to indicate that the inmate or number is currently involved in a conversation. These alerts can be delivered in the following ways:

- Monitoring Alerts - The ITS can call an investigator on their telephone (or cell phone) and once provided with an approved pass code can immediately patch the investigator into a the ITS monitoring session for almost instantaneous access to inmate activity. This capability is silent and undetectable by the inmate and the called party.
- Email/SMS Alerts – The ITS can send email or SMS message to an administrative workstation or any public email address when an alert is triggered.
- Paging Alerts - The ITS can issue numeric messages to paging services to alert an investigator.
Furthermore, investigators can set the Enforcer to automatically transfer calls to them for monitoring wherever they may be by using CenturyLink’s “Find Me, Follow Me” service. “Find Me, Follow Me” allows call alerts to phone multiple investigator telephone numbers (such as an office number, cell number, and home number), trying each number in succession until the investigator answers and enters the correct access code; this feature dramatically increases the probability than an investigator will be located and can monitor a call of interest while it is still in progress.

Copying recordings is a very simple process using the Enforcer System graphical interface. After a staff member has performed a call detail query, the recording can be saved to a location on the work station, or burned to a CD or DVD by clicking the Burn/Save button, as shown below:

![Call Detail Query Screen](image)

After clicking Burn/Save, the CenturyLink IPS opens the Firecracker application window. The Firecracker application streamlines and simplifies the process of burning and saving inmate call recordings. Firecracker lets you perform the following tasks through a multi-pane GUI user interface:

- Burn recordings to DVDs, which provide much larger storage capacity
- Download files in either mp3 or speex (.spx) format, and then move selected files to different discs to perform multiple burns
- Receive notification of any download errors, and then retry the files with errors
- Save mp3 or speex files to your local computer
"Firecracker" Call Recording Copy Screen

15. **Must** should allow recording playback with the following features:
   a. Separate the inmate side of the conversation from the called party side of the conversation in order to play on separate speakers for detailed analysis
   b. Accelerate or decelerate the conversation, isolating the talk path of either party
   c. Skip pauses in the conversation, isolating the talk path of either party
   d. Easily enter notes to removable/portable storage media.

(Modified per Exhibit A1 in Addendum 13, Q&A #6)

**Read, agreed and will comply.**

The Enforcer Enhanced Call Player meets all the desired specifications above, **enabled by its unique 4-channel path isolation**. This path isolation means that all conversations are managed stored with 4 distinct soundpaths: (1) the inmate's spoken word, (2) the called party's spoken word, (3) the announcements the inmate hears, and (4) the announcements the called party hears.

The first issue this eliminates is improper billing – while either announcement path (3 or 4) is active, the call timer is automatically turned off.

The next issue this eliminates is garbled voice biometric or keyword identification – this is because each sound path is isolated, eliminating issues with software misinterpreting simultaneous sounds (e.g. when parties are talking at the same time).
Finally, it provides advanced listening features as desired by the State, including:

- Separate the inmate side of the conversation from the called party
- "Bookmarking" a time point in a call recording with a comment
- Using bookmarks to define a start and stop point for a selected segment of a recording for loop playback
- Automatically saving bookmarks for future use when you or other users access the call recording
- Temporarily adding locally saved recordings to the playlist for playback (for comparison purposes)
- Slowing down or speeding up the playback of a recording
- Skipping pauses in the conversation
- Muting the playback of either party on the call

**Visual waveform of audio**
- Mute inmate or called party
- Bookmark portions of the audio
- Loop Playback

**Increase or Decrease playback speed**
- Add Investigation Notes
- Double click note to jump to specific audio
- Add multiple recordings

---

**Enabled by the Enforcer's Unique 4-Channel Path Isolation**

16. Must be capable of importing and presenting relevant inmate information as determined by Agency, such as gang affiliation or victim information

Read, agreed and will comply.
CenturyLink's database offers the ability to list gang affiliation within each inmate account. Even more important, the Enforcer's investigative suite provides investigations personnel with additional tools to make linkages and flag suspicious activity — gang or otherwise — prior to an incident occurring. This investigative suite includes visual link analysis, call pattern analysis, the investigator listening queue, and optional keyword search software.

Gang Affiliation designations within the Enforcer

The Inmate Profile tab is configurable to display any information desired to be provided by the Agency, for example, housing information, gang affiliation, classification, or other information housed in the Offender Management System. This provides Agency personnel with a one-stop-shop in investigating incidents and defining related inmates.

Inmate Profile Screen

The following shows the Gang Calling Analysis function which shows additional members of the same gang and compares calling activity and provides detail of multiple offenders calling the same number and their gang affiliations:
Gang Calling Analysis

Calling Matrix

Gangs Also Calling

Gang Analysis Screen

Additional Enforcer Investigative Features

Visual Link Analysis

Data Detective Link Analysis provides powerful data mining tools for investigators. Using Link Analysis, Agency staff will be able to search varying degrees of separation in order to establish links from inmate to inmate or end user to end user. Links are established when an end user (outside the facility) interacts with one or more inmates through The Enforcer system, or when multiple end users interact with the same inmate(s). These linked “interactions” can include:

- Inmate phone calls
- Access Corrections / Keefe Deposit services
- E-messaging services
Key features of Link Analysis include:

- Facility staff can explore important data using a dynamic visual map.
- The unique design of the visual map allows investigators to quickly find connections and patterns.
- Link Analysis is a web-based program. Authorized facility staff can use it from their own desktop or laptop computer, in addition to using onsite workstations.

This tool will automatically be applied to all calling and payment information.

The Agency will have access to Link Analysis reports in real time 24 hours a day, 7 days a week. These reports can be searched by date range and include all calling and transaction information, including the called party (or depositor's) address.

Below is a sample Link Analysis visual map. In this sample, an end user "Michael Miller" has received phone calls from multiple inmates. The visual map displays Michael Miller's name, phone number, and total number of calls received, as well as all the inmates who called him. The visual map also shows other call recipients who interacted with one or more of the same inmates as Michael Miller. Again, all reports are available 24/7, and reports can also be exported to Excel or downloaded as a PDF.
Call Pattern Analysis

The Enforcer system will also be equipped with a robust analytical system that enables correctional staff to quickly and easily identify calls of interest that are most likely to provide actionable intelligence among the thousands of inmate conversations recorded each month. Call Pattern Analysis works by analyzing the associations between inmates, called parties, and even other inmates and — most importantly — by identifying changes in these associations or calling patterns that could indicate illicit activity.

Calling patterns are naturally established as the result of inmate and called party schedules and preferences. For instance, an inmate is usually familiar with each called party’s work schedule and will avoid calling during certain times (such as weekdays, for example) when that person is usually at work. To increase the likelihood of having their call answered, the inmate will naturally make a habit of calling in the evening or over the weekend.

While legitimate changes in pattern do sometimes occur — such as when a change is made in the called party’s work schedule — disruptions to normal patterns can also be an indicator that illicit activity is occurring.

For example, if a pattern of regular communication exists between a particular inmate and a called party, and then communication suddenly ceases altogether, the absence of calling could indicate that the inmate has obtained the use of an illegal cell phone, on which he or she is making these phone calls. If calling to this telephone number suddenly resumes on the regular schedule, but it is a different inmate who is placing the calls, this could indicate that the called party is merely facilitating communications to the outside world and possibly assisting in the completion of illegal communications.

Call Pattern Analysis identifies relationships and calling patterns among inmates, called parties, and even other inmates. Call Pattern Analysis then detects subtle and dramatic changes in these relationships and calling patterns to identify calls, inmates, and called numbers as suspicious. Call Pattern Analysis will increase the productivity and efficiency of your investigative staff by automatically identifying calls of interest that are most likely to provide actionable intelligence.

Detailed queries can be structured — based upon timeframe, called number and/or inmate PIN — to help investigators pinpoint calls of interest, such as:

- Phone numbers called by multiple inmates
- Phone numbers that appear on multiple inmates’ PAN lists
- Phone numbers that appear on an inmate’s PAN list but are never called
- Frequently called numbers
- Sudden absence of an inmate’s regular calling
- Sudden absence of calling to a particular number
- Changes in regular calling times/days
Attachment B: Mandatory Specification Checklist

- Increase in inmate calling over a finite period
- Decrease in inmate calling over a finite period
- Increase in calling to a particular BTN over a finite period
- Decrease in calling to a particular BTN over a finite period
- Transfer of communication patterns from one inmate PIN to another inmate PIN

Investigators can use this information to isolate call recordings of interest. Or, they can use the ITS's custom reporting tools to create detailed reports containing particular data of interest – for example:

- A list of all numbers called by more than one inmate within a specified timeframe;
- A list of all calls attempted by a particular inmate during a designated timeframe
- A list of all telephone stations used to dial a particular telephone number.

The ITS's flexible reporting application allows investigators to create custom queries based upon any combination of the data that is collected for each and every phone call, and to save these custom queries locally or globally in order to quickly run the reports again over future timeframes.

Listening Queue

Once calls are identified as suspicious and needing further review, the Enforcer's Listen Queue tool helps Investigations manage case activities. Depending on the Department's rules, authorized listeners can choose calls randomly or be 'forced' to listen to identified calls in order, then include notes and follow-up. All functions are tracked for management review.

Listen Queue Screen

Listening productivity is also enhanced by the Enforcer's Enhanced Call Player, which allows users to isolate portions of the call, skip, or speed up playback (note human speech can be
sped up approximately 130% without loss of understanding). In this way a 15 minute phone call can be reviewed and notated in as little as 3 or 4 minutes.

Enhanced Call Player Display

**Keyword search (Optional): Word Detective powered by Nexidia**

With our Word Detective keyword search tool, powered by Nexidia, investigators can quickly scan thousands of call recordings to locate words or phrases of interest. Word Detective searches for the sounds that make up words, and therefore it is highly accurate, even in a conversation with simultaneous speakers, dialects, and background noise – all typical conditions in a corrections environment.

**Keyword Search – Expanded Capabilities**

Word Detective can search recorded conversations not for specific words, but also for “associated words,” i.e., synonyms, related terms, and related slang. To enable this functionality, a generic “Association Table” has been built that contains common search terms and their associated words or phrases. This was developed using information, including slang terms known to be used in correctional facilities, that is readily available in the public domain.

With this feature in place, investigators can run a search for a specific word, and Word Detective will return results that contain that word or any associated terms. For example, a search for the word "attorney" would find conversations that contain the word “attorney” or the word "lawyer."

Investigators can customize and expand upon the generic Association Table by adding new slang and terms that are specific to the Agency’s inmate population. Custom terms can be entered into a common database table or each user can create their own custom tables containing a personal list of word associations.
In addition to the functionality above, Word Detective users will also be able to run advanced searches for more than one specific word using "and / or" statements. For example, a search for "drugs and sell" would return results in which both words appear in the same sentence.

The features of Word Detective are very intuitive; staff will easily and quickly become proficient in its use.

After the user enters desired criteria and clicks the Search button, Word Detective returns search results in the format shown below. In this example, the words “my brother” were specified as well as a limit on the number of displayed results (4):

Word Detective Screen

The ENFORCER assigns a numerical score to each call recording that is detected to contain the specified text string. This score is displayed in the Score column to indicate the probability percentage that an exact match of the text string was found. Search results are displayed in Score order, from highest to lowest.

All key word search alerts – whether Word Detective or any other commercially available product – must direct investigators to the call recording rather than to a live call in progress. This is because the key word or phrase must have already been spoken in order for the alert to be triggered, and therefore it is impossible to hear the key word or phrase as it is being spoken on a live call; instead, its occurrence is pinpointed by the word search product, and investigators are alerted to its location for retrieval in the call recording.

Word Detective automatically, without Agency staff intervention, performs instant phonetic indexing of every recorded conversation upon completion of the call recording. This process occurs only once, indexing every single word and sound spoken during every conversation. This phonetic indexing makes it possible to locate any word or phrase in the designated language, so indexing never needs to be repeated. Upon indexing, Word Detective can notify staff of every conversation that contains any key words or phrases of interest, which were spoken during the recording of the inmate call. This feature is commercially available and in use today.

Word Detective relies upon a unique phonetic indexing engine that is powered by Nexidia. It is
the only product of its kind, which automatically indexes all of the sounds that make up words. It
offers investigators the benefit of being alerted to the presence of any word on any call, without
ever having to re-index calls in search of new words. By comparison, all other voice recognition
/ transcription techniques are dependent upon a library / vocabulary being established prior to a
call. If a new word or phrase of interest is identified, the software’s vocabulary must be updated
and call recordings re-indexed in order to locate the new word or phrase.

Word Detective’s alert will direct investigators to the exact moment in the call recording in which
the key word or phrase was used. Word Detective can be configured to start playback of the
recording any number of seconds before the key word, in order for investigators to hear the
context in which the key word was spoken.

❖ SUPERIOR PHONETIC SEARCH TECHNOLOGY ❖

Word Detective uses Nexidia’s patented phonetic indexing and
search technology based on the roughly 40 “utterances” that make
up all human speech, NOT transcription-based cataloging and re-
cataloging.

This is a major reason why this technology is widely deployed
across different industries with mission-critical needs –
including defense, regulatory, and financial trading agencies.

- Greater accuracy. Phonetic search = no need for software to
  make “subjective” guesses as to what the person actually said.
- Greater flexibility. Not dictionary based = no need to train the
  system for dialects or accents
- Greater speed. Indexes all calls at once, independent of the
  user-defined static library = no need to re-process recordings
  once new keywords are entered.

?7. Must be capable of providing verified Billing, Name, and Address (BNA) for all Collect
and Prepaid Collect numbers.

Read, agreed and will comply.

CenturyLink ensures that BNA information is available using the following steps:

- Prepaid Account setup with verified BNA – no anonymous account setups
- ID required with Western Union, verifying identification at point of sale

In addition:
IP addresses are tracked for online funding

All BNA information is available by simply dragging over the called telephone number anywhere in the Enforcer GUI (please see response to #18 below). As a carrier, CenturyLink subscribes to additional databases, including DOTS Geophone, Local Exchange Routing Guide (LERG), and enhanced Line Identifier Data Bases (LIDB).

**Additional Reverse Lookup Capabilities.** Through our Program Manager, CenturyLink offers additional assistance to the Agency’s investigators. This assistance includes:

- Running standard reports to identify suspicious activity over the ITS.
- Regular refresher training for investigators
- Additional database access, provided through our exclusive access to the Local Exchange Routing Guide (LERG) database. This database provides carrier information, as well as alternate contact information for subpoena requests, for numbers that may not be entered into the ITS but may materialize in the course of an investigation.

As a division of a nationwide Local Exchange Carrier (LEC), CenturyLink also has unique access to carriers and reverse lookup databases, and continues to offer assistance whenever needed to the Department’s investigative staff. These unique relationships are augmented by our on-site personnel, plus our “closed loop” prepaid account setup process, which verifies Billing Name and Address information for all called parties upon account setup, and makes this information available to authorized users anywhere in the Enforcer.

Additional database access can be provided through our exclusive access to the Local Exchange Routing Guide (LERG) database. This database provides carrier information, as well as alternate contact information for subpoena requests, for numbers that may not be entered into the ITS but may materialize in the course of an investigation.
18. Initial Prepaid Collect account setup for called parties must occur by Internet or live agent, and include collection of BNA information that is verified against secondary data such as credit card information or photo identification. No calls shall be completed without first obtaining verified BNA. BNA for an individual number shall be available by simply dragging over or clicking on the number displayed in the inmate telephone system Graphic User Interface. Vendor must describe their prepaid process in detail at their oral presentation.

Read, agreed and will comply.

The account setup process for prepaid collect – which typically accounts for about 70 percent of calling – is an often overlooked requirement.

CenturyLink’s Prepaid Collect account setup process provides a “high customer touch” experience that not only provides better customer service to family members, but also collects verified BNA information for use by investigators.
- All prepaid collect accounts — whether established on the phone or online — must provide name and address information, followed by verification with the payment card provider — prior to being established.
  - Anonymous prepaid cards are NOT allowed
  - Even cash-only customers paying through Western Union must provide verified photo identification prior to funding the account.

**KEY FEATURE**

CenturyLink's unique "closed loop" prepaid collect account process not only drives more connected calls, it also provides verified data for use by Agency investigators.
To our knowledge no other vendor provides this combination of service AND security as part of its customer care process.

- All BNA information is available by simply dragging over number anywhere in the Enforcer user screens.
- This information can be combined with electronic trust funding (e.g. Access Corrections) information for integrated intelligence

The following illustrates our Reverse Lookup Screen:
Reverse Lookup Example

This unique account setup process is important for all aspects of Agency operations – not just security as discussed above, but also operations, fiscal, and management:

- **Called party education** – live representatives guide called parties through account setup, as well as account refund requests from the previous provider, avoiding complaint calls to Central Office.

- **Contract Compliance** – by routing Agency calls to care centers as they occur, we are always able to match that customer to the Agency and apply specific billing fees mandated by the contract.

- **More Connections** – clearly a main goal of the Agency given its focus on low calling rates, CenturyLink's account setup program ensures that calls are never blocked due to the lack of a billing arrangement.
19. System must track IP addresses or other relevant identifiers for accounts funded online for use by investigative staff.

Read, agreed and will comply.

IP addresses are tracked for all online funding.

Investigators can set alerts on inmates of interest and/or telephone numbers of interest. When a Debit or Prepaid account is funded that is associated with an inmate or telephone number of interest, the designated investigators are immediately alerted via email. Email alerts contain information such as Inmate ID and Name (for a Debit account), names and addresses of account holder and account funder (for a Prepaid account), funding amount, and funding source (credit card, Western Union, cashier’s check, or money order). If a credit card was used, the alert will also report the first and last four digits of the credit card number. IP addresses are tracked for online funding.

20. Must provide the ability to place alerts on specific inmate PIN or destination number as determined by Agency. This function shall, 1) automatically call designated number(s) or otherwise alert Agency staff, according to preference, when a call is being placed; 2) offer live monitoring of alerted calls in progress; and 3) include a “find and follow” feature so successive staff numbers are called.

Read, agreed and will comply.

The Enforcer provides an Alert feature to aid investigators in up-to-the-minute inmate telephone activity. The Enforcer alerts can be placed on specific Inmate PINs or specific destination numbers to indicate that the inmate or number is currently involved in a conversation. These
alerts can be delivered in the following ways:

- **Monitoring Alerts** - The Enforcer can call an investigator on his or her telephone (or cell phone) and once provided with an approved pass code can immediately patch the investigator into the Enforcer monitoring session for almost instantaneous access to inmate activity. This capability is silent and undetectable by the inmate and the called party.

- **Email/SMS Alerts** – The Enforcer can send email or SMS message to an administrative workstation or any public email address when an alert is triggered.

- **Paging Alerts** - The Enforcer can issue numeric messages to paging services to alert an investigator.

- **"Find Me, Follow Me"** – allows call alerts to phone multiple investigator telephone numbers (such as an office number, cell number, and home number), trying each number in succession until the investigator answers and enters the correct access code; this feature dramatically increases the probability than an investigator will be located and can monitor a call of interest while it is still in progress.

![Best-in-Class Solution](image)

- **Find Me, Follow Me**

  Enables a single alert to try more than one number to contact an investigator.

### Inmate Screen with Alerts Set

Email alerts contain information such as Inmate ID and Name (for a Debit account), names and addresses of account holder and account funder (for a Prepaid account), funding amount, and funding source (credit card, Western Union, cashier’s check, or money order). If a credit card was used, the alert will also report the first and last four digits of the credit card number. IP addresses are tracked for online funding.
Global Number Edits Alert

21. Must provide the ability to have an individual Personal Allowed Number (PAN) list associated with each inmate.

Read, agreed and will comply.

The Enforcer can be configured to require PAN lists.

RECOMMENDED BEST PRACTICE

- We recognize some sites may use PANs and others may not. CenturyLink is easily able to configure phones by site and define a "class of service", including PAN/no PAN designations. We are also able to restrict PIN use by site - which reduces PIN theft and disables use of PINs/PANs across facilities with different security levels or operational rules.
Each time the Agency activates the PAN feature for an inmate, the maximum number of PANs to allow can be selected. If the field is left blank, the default value is 20, but there is no practical limit to the number of PANs that may be assigned.

Inmate Profile Screen

An inmate’s PAN list can be accessed by clicking on the "PAN" quick link at the bottom of the Inmate Profile screen. As shown below, the user can then view the existing PANs for a number, add or delete PANs, block or unblock a number, and also view an inmate’s calling history for PAN numbers.
In addition, the Enforcer offers several tools to query and report PAN information. These include:

- Display all PAN records for an inmate account.
- Display all inmate ID's having access to a specific PAN.
- Display all free or no-charge PAN records
- Display all PAN records having administration blocks
- Display all PAN records having telephone company blocks
- Print reports for the above queries

Additionally, a PAN list can be used as an inmate-specific override to a phone number that has been blocked globally (i.e., for all other inmates).

PAN lists can be created in one of three ways:

- **By letting an inmate call whoever they want to call.** This occurs only if the Inmate PAN feature has been set up in self-learning mode by the facility Administrator. Based on a predefined maximum number of phone numbers, each call completed by an inmate automatically adds the called party number to the Inmate PAN List. As long as the inmate is set up to pay for each call using a debit payment or is calling a number that can accept collect or prepaid collect calls, the inmate can call the called party number without restriction. By default, the inmate is able to add 20 numbers to a PAN list, however, the number of numbers can be set to any value on a per-inmate level.

- **By staff at the facility,** who accesses the PAN List under the Inmate Profile to add approved numbers (or to block a specific number). This method requires a higher administrative workload by the Agency to manually build and add numbers to the inmate PAN lists. However, some facilities require administrative approval of all called party numbers before they are added to an inmate PAN list.

- **By employing the Inmate PAN Registration feature,** which can be used by an inmate to request the registration (and addition) of a called party number to their PAN list. The inmate makes this request by placing a call to the System and following a series of prompts to enter the desired number on the phone keypad. Next, an authorized user at the correctional facility reviews a "request list" (shown below), and then either approves or rejects each called party number that is requested by an inmate for addition to their PAN list.

Staff can search for all "Pending" PAN approvals and individually approve or reject the entry, as shown below:
**PAN Approval Request Screen**

🔹 **RECOMMENDED BEST PRACTICE🔹**

The Enforcer ITS is able to be used as a data input device for most any purpose, including entry of PANs and attorney numbers to reduce paper and provide audit trails.

CenturyLink already performs automated PAN entry and attorney entry/verification at the Alabama and Nevada Departments of Corrections.

22. TDD/TYY calls must be monitored using integrated functionality. The TDD/TYY monitoring shall be explained during vendor oral presentation.

Read, agreed and will comply.

Call control for hearing-impaired inmates will be provided through the CenturyLink Enforcer System. The System provides the ability to place outgoing telephone calls utilizing an Ultratec Superprint 4425 TDD device integrated with the Enforcer, which means all call control features are maintained—including live monitoring of the text.

The CenturyLink Enforcer records and converts each TDD call to text. The text is then inserted into a Note and attached to the call recording. Recordings can be accessed from the Call Detail Screen, and attached Notes can be printed locally or remotely.

The technology that will be provided will eliminate the need for a staff member from having to initiate the call process. Also, it means that inmates will not gravitate to TDDs in order to try to defeat the Enforcer security features. The inmate calling process is initiated when the inmate types the information into the TDD device that will dial out through the Enforcer to the Telecommunication Relay Center.

Call progress tells the inmate if the phone their calling is ringing or busy via an LCD display. Convenient arrow keys make it easy to review information saved in memory. The TTD Announcer lets hearing people know the inmate is on the line.
The User-programmable Relay Voice Announcer tells hearing callers to use a TDD or use relay, and gives the phone number for the inmate’s relay service. Auto ID notifies called parties that the inmate caller is using a TTD.

23. Must ensure positive call acceptance by the called party prior to incurring charges, including both touch tone and rotary telephones. Voice recognition or passive acceptances are not acceptable methods of acceptance of call.

Read, agreed and will comply.

The Enforcer supports both DTMF and pulse-based call acceptance responses. When the called party is instructed to accept or reject the call, the system “listens” for either the appropriate DTMF or the correct count of rotary-dial pulses.

The system does NOT allow “passive acceptance” (allowing a call to complete by ‘assuming’ a certain period of silence constitutes call acceptance) under any circumstances.

24. Must allow the called party to block their telephone number during the call.

Read, agreed and will comply. During the call setup voice prompts, the called party is given the option to set a future block status on calls (block inmate only, or block all calls from the correctional facility).

25. Shall provide unlimited, secure, remote access capability from any PC/laptop with high speed internet connectivity. Remote access shall enable, at a minimum, ability to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access shall not impair system functionality or performance in any manner.

Read, agreed and will comply.

Any System function can be performed by remote access over high speed internet without any degradation.

If desired, CenturyLink can restrict access by IP address by allowing only certain IP addresses to install a VPN client. If the VPN client is not installed on the system with a particular IP address, the user cannot log in to the system.

Enforcer data sent to application users will be encrypted using SSL standards. The network over which data travels is itself also encrypted.

26. Must provide the Agency’s System Administrator with the capability to grant or modify
authorized end users tiered and customizable access and control levels to the inmate telephone system Graphic User Interface

Read, agreed and will comply.

The Enforcer controls access to call record data, call recordings, call monitoring, reporting and all other system features by requiring a unique username and log-in password to initiate a session. Each username is linked to a customized set of privileges established by administrators when they granted that user access.

These privileges range from being able to create or modify inmate data to being able to display reports, playback recordings, etc. These privileges can also define access by site or multiple-sites.

A standard set (or several sets) of privileges can be created for booking officers, investigators and administrators prior to installation to speed up enrollment of all Agency users, but Agency staff with “Administrator” access will always be able to alter or revise the privileges allowed to any user, can revoke access, or can require a user to select a new password at any time through the easy-to-use browser-based GUI (Graphical User Interface).

Account Settings—Assign/Revise User Function Privileges
28. Shall have the capability to establish unlimited "information lines," calls to informants, and with or without a positive acceptance by the called party.

Receives has worked in practice.

Reduce PIN fraud, and we initiate the agency to contract either Department to discuss how this Department of Corrections. We have found it to be a very efficient and cost-effective way to location-based PIN restrictions have been implemented in the Alabama and Nevada.

Read, agreed and will comply.

27. Must be able to restrict PIN by housing unit in order to reduce PIN fraud.

Role Settings – Customize Role/Function Privileges
Read, agreed and will comply.

All of these requirements are easily met by the system. To set up an informant line, Agency personnel would use the Global Number feature. The "Category" field is set "Snitch", as shown below:

**Global Number Edit**

Not found. Enter data to create new number.

**Global Number Edit Screen**

**Main Menu – Select Phone Disable**
29. Shall have the ability to be shut down quickly and selectively using cut-off switches or remote software.

Vendor Response: Read, agreed and will comply.

The Enforcer is configured to support cut-off of the inmate phone system by individual phone or housing unit configurations in the event of a riot or lockdown, or any other incident that requires emergency shutdown of the inmate telephone system. A single station, multiple stations or individual calls may be quickly switched on/off through the workstation Call Status display. Using the “Phone Disable” function of the System, staff can easily and rapidly shut down a single phone, a single POD, or an entire facility. After selecting ‘Phone Disable’ on the drop-down menu, a second “Phone Disable Menu” will be displayed. It is important to note that all administrative changes made in the System occur instantaneously and in real time, so the time required for this action depends only upon the speed of the operator.

**Emergency/Temporary Phone Disable.**

Select one or more stations, one or more station groups, or one or more stations and then click an action button to be next action to those stations. It is possible to select from multiple stations. Hold down Ctrl key and click on items to unselect. Ctrl key plus can be used to select multiple items. (Red indicates columns that are active.)

<table>
<thead>
<tr>
<th>Disable</th>
<th>Enable</th>
<th>Cutoff and Disable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clackamas Correctional Facility (CCOF), NV</td>
<td>7</td>
<td>19</td>
</tr>
<tr>
<td>Canteen Products, Co. Inc. (CPI), MN</td>
<td>4</td>
<td>14</td>
</tr>
<tr>
<td>E &amp; I Construction, Co. (EIC), NV</td>
<td>1</td>
<td>19</td>
</tr>
<tr>
<td>E &amp; I Construction, Co. (EIC), NV</td>
<td>2</td>
<td>19</td>
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<tr>
<td>Elko Substation (ESP), NV</td>
<td>19</td>
<td>19</td>
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<tr>
<td>Fairview Federal Penitentiary (FFPP), NV</td>
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<tr>
<td>High Desert State Prison (HDSPP), NV</td>
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<td>Horizon Correctional Center (HICON), NV</td>
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<td>John Durango Correctional Facility (JDCF), NV</td>
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<td>Lakeview Correctional Center (LCC), NV</td>
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<td>Nevada State Prison (NSP), NV</td>
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<td>North Las Vegas Correctional Center (NLCC), NV</td>
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<td>Northport Correctional Center (NCC), NV</td>
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<td>Northport Federal Correctional Facility (NFCF), NV</td>
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<td>Pahole Correctional Center (PPCC), NV</td>
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<td>Elko Substation Correctional Facility (ESPP), NV</td>
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<td>Elko Substation Correctional Center (ECON), NV</td>
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<td>Parlin Correctional Facility (PCF), NV</td>
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<tr>
<td>Three Lakes Correctional Center (TLC), NV</td>
<td>19</td>
<td>19</td>
</tr>
</tbody>
</table>

**Phone Disable Menu**

On the Phone Disable Menu, select the individual phone, a group of phones, or the site you wish to disconnect. Then select one of the three buttons at the top of the menu to perform the following function:

- Disable – Allows in-progress calls to complete. No new calls will be allowed from the selected phone(s)
- Enable – Allows calls to be made from the selected phones
- Cutoff and Disable – Immediately cuts off all calls in progress and disables the selected phone(s).

Mechanical cut-off switches can also be used as an alternative to phone shut down vs. using the system workstation.

These manual overrides quickly turn the telephones on/off on
demand at a “hardware level” without requiring action by the Enforcer software. The illustration to the right is an example of our typical cut-off switch, manufactured by Telcom Marketing Group (Kill Switch Box model KS-6100).

5.38. The inmate telephone system shall have the ability to detect three-way calling attempts (call forwarding or conferencing) after a call is accepted and established. Upon detection, these calls shall be marked within the Call Detail Record and the inmate telephone system shall have the ability to terminate the call immediately. If a call is terminated the inmate telephone system will play an automated message, with content determined by Agency, prior to terminating said call.

Vendor Response: Read, agreed and will comply.

The Enforcer System has recently undergone additional development to improve its three-way calling detection capabilities. As a result CenturyLink offers a multi-pronged approach to combating this problem.

**Approach #1: Call Sensing**
The Enforcer automatically detects attempts by destination parties to connect, or forward, calls to a third party. These detection features have highly configurable parameters for changing the sensitivity to accommodate the requirements of each installation. When a three-way call attempt is detected, the system can:

- Flag the call for investigation
- Flag the call for investigation, and play a warning message to the inmate and called party
- Flag the call for investigation, play a notification to the inmate and called party, and terminate the call

The Enforcer will be programmed to take whichever action the Agency prefers from the list above. This action is also configurable by called number, for example, not taking action on attorney calls (which may be transferred from a receptionist).

CenturyLink highly recommends allowing the call to proceed, because valuable investigative data can be found by reviewing calls that were flagged as three-way attempts.

When the system is configured to terminate a call upon detection of fraudulent use, such as three-way call attempts, a voice prompt is played to both parties on the call upon "sensing" a usage violation. This voice prompt typically informs the parties that fraudulent use has been detected and disconnects the call.

The resulting call record is then flagged with this detection and termination for future query and reporting purposes, as shown on the following screen:
Call Detail Screen – Report on Suspected 3-Way Calls

Detection of fraudulent use can be managed through sensing of call progress, DTMF tones from either party on the call, and extended silence periods during the call. The success of this DTMF or extended silence, detection is very reliable. However, it does not always indicate call-forwarding or three-way call set up.

Many correctional facilities with full-channel recording have found that a Three-Way Call Deterrent Policy is much more effective. With such a policy, the deterrent to making three-way calls is the inability for inmates to make future calls.

Unlike the old methodology, which only blocked or cut off the called party, the inmate was still able to call back to the called party and try numerous ways to exploit the system until they succeeded.

The sensitivity of detection settings is also configurable so that parameters can be set to optimize performance.

Standard three-way activity reports from the System can facilitate investigations into suspected three-way call attempts. The three-Way Attempts report lists all three-way call attempts detected, along with all associated call detail information. The Top 25 three-Way Destination Numbers shows the top 25 called numbers that triggered three-way call detection.
Approaches #2 and 3 address the specific issue of inmates using the telephone system for 3-way intercommunication – an obvious and major security issue.

Approach #2: Inmate Inter-Communications Evaluation & Reporting (ICER).

NOTE:
ICER was discussed previously in our response to 5.37.13, and the ICER features are repeated here for the convenience of the reviewer.

CenturyLink is pleased to offer the Agency ICERTM - Inmate Inter-Communication Evaluation and Reporting system. We are partnering with JLG Technologies, a leading voice biometric analysis technology company.

After developing its Investigator Pro voice identification and crime investigation system now in place in 176 correctional facilities throughout the country, JLG furthered its research as a result of requests from corrections investigators to develop an automated way of identifying inmates who are illegally communicating with other inmates using the inmate telephone system. The result of this research and development effort is ICER.

The Threat
Inmates have been, and continue to communicate with each other over the telephone systems that have been provided for their controlled contact with the outside world.

Until now, ITIC (short for Inmate-to-inmate phone communications) has essentially gone undetected because there was neither practical technology nor uniform networking capability to identify such communications. Following are highlights of the ITIC threat:

- Through a variety of methods, inmates are circumventing the inmate phone system at a particular facility to communicate with another inmate whether the other inmate is in a neighboring POD or in a facility in a different state and using a different inmate phone system.

  Inmates exploit conference bridges, services such as Skype, Google Voice and other kinds of modern telecommunications technology. In addition, they rely on called parties to bridge the calls, place three-way calls, or even put two speaker-phones in proximity to one another, so that inmates can talk to other inmates.

- Until recently, ITIC incidents were only found when accidentally stumbled upon by correctional staff and incidents are now known to occur with much wider frequency than previously known. ICER has already identified more than 1,000 of these events.
These ITIC communications have involved criminal activities including coordinating gang-related murders, drug trafficking, racketeering, as well as inmate disturbances at multiple correctional facilities around the country.

Technology, Cooperation Between Inmate Telephone System providers, and Participating Nation-Wide Corrections Administrations are Joining to Reduce the Threat

Every day we learn from the news about instances of major crimes being solved because of the increasingly cooperative efforts of state and federal agencies that are now beginning to share case-critical data around the US and the world.

In the world of inmate phone calls, we are offering a new technology based on voice biometric analytics and a dedicated cooperative network provided through a consortium of inmate telephone system providers* and JLG Technologies.

This combined effort will enable all participating corrections administrations throughout the country to receive specific and detailed information on a call-by-call basis when their inmates are using their phone systems to talk to each other - whether the calls are connected between different inmate telephone systems, between PODs in the same facility, or between inmates in facilities from Florida to California.

The more agencies that take part in the ICER network and share ICER data, the more ITIC calls that will get caught in the net and be reported.

* Inmate Telephone System providers who have joined the ICER Consortium to date includes Securus Technologies and CenturyLink. As of 3.25.14, PayTel Communications, ICSolutions, and GTL (Global Tel*Link) have signed letters of intent to join.

How ICER Works
ICER uses advanced voice analysis technology to generate a “call signature” — a representation of the call that does not involve any of the original audio — for each completed inmate telephone call.

Call signatures are then automatically encrypted and transmitted to the central data center at JLG Technologies headquarters in Framingham, MA for analysis. Because none of the original audio is used in a call signature, the ICER system is in full compliance with state laws regarding the transmission of call recordings.

Under normal operations, call signatures are created, transmitted, and received at the data center within seconds of each completed call. Upon arrival, the call signature is immediately analyzed and checked against other call signatures. If an ITIC event is detected, it is logged in the ICER system database and investigators from the participating corrections administration are automatically alerted via email to log into the ICER system for the detailed report.
To protect certain elements of inmate data from being displayed to participating agencies, online consent by both parties must be gained before details of the full report are made available.

The ICER system doesn't require correctional facilities to transmit audio files and each agency is always in complete control of the level of sensitivity of any data transferred.

**ICER Event Report**

*Event Identified On: Mar 11, 2014 10:14 pm (EDT)*

<table>
<thead>
<tr>
<th>Inmate:</th>
<th>WILLIAMS, LAURIE</th>
<th>SMITH, DAVID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency:</td>
<td>Russ County Detention Center</td>
<td>Russ County Detention Center</td>
</tr>
<tr>
<td>Site:</td>
<td>45876</td>
<td>24781</td>
</tr>
<tr>
<td>Inmate ID:</td>
<td>00419938768</td>
<td>0042797568</td>
</tr>
<tr>
<td>Called Number:</td>
<td>17024443043</td>
<td>17022141396</td>
</tr>
<tr>
<td>Station Name:</td>
<td>OPEN AREA MALE - 25</td>
<td>OPEN AREA MALE - 27</td>
</tr>
<tr>
<td>Call ID:</td>
<td>4631865972</td>
<td>4318321735</td>
</tr>
<tr>
<td>Call Start Time:</td>
<td>Mar 11, 2014 10:12 pm (EDT)</td>
<td>Mar 11, 2014 10:13 pm (EDT)</td>
</tr>
<tr>
<td>Time in Recording (H:MM:S)</td>
<td>04m:21s (281 sec)</td>
<td>03m:30s (210 sec)</td>
</tr>
<tr>
<td>Duration of Event (H:MM:S)</td>
<td>01m:22s (82 sec)</td>
<td>01m:22s (82 sec)</td>
</tr>
</tbody>
</table>

The above is a sample report showing data which investigators in two participating agencies will see once mutual viewing acceptance is granted.

Until mutual viewing acceptance is granted, investigators will only be able to see inmate call data for their own facility (either the right or left sides of the report) plus limited data on the inmate from the other facility. Where inmates are calling each other within their own facility (not shown), all data for both inmates will be displayed automatically.

While we view ICER as a significant contribution to detecting inmate inter-facility communication, participation of your administration and facility is voluntary and will be provided at no cost to your facility. The cost of this technology is born by the consortium of inmate telephone providers and JLG Technologies. We would be pleased to discuss ICER further with
the Agency during contract discussions. We have included a copy of the user's license that would grant permission to the Agency to participate in the nationwide ICER operations at the end of Appendix 2 – Value Added Services. The only prerequisite is completion of the attached JLG Technologies standard license form contained herein.

Where the ICER Network is Currently Operating?

ICER is currently operational in these states: CA, NH, FL, KS, and MD. Upon completion of the license agreement, the Agency’s facilities will automatically be added to the network.

Customer Correctional Agencies Participating in the ICER ITIC Program:

- Kansas Department of Corrections (CenturyLink is contract holder)
- New Hampshire Department of Corrections (ICSolutions is contract holder)

ICERTM – is a registered trademark of JLG Technologies

Approach #3: Simultaneous Call Detection (new feature).

Paragraph 40 of the General Terms and Conditions of COR61453-Inmate Telephone System, allows the Vendor to identify information they wish to exempt from public disclosure. WEST VIRGINIA CODE §29B-1-4. Exemptions, has the following language:

(a) The following categories of information are specifically exempt from disclosure under the provisions of this article:

(1) Trade secrets, as used in this section, which may include, but are not limited to, any formula, plan pattern, process, tool, mechanism, compound, procedure, production data or compilation of information which is not patented which is known only to certain individuals within a commercial concern who are using it to fabricate, produce or compound an article or trade or a service or to locate minerals or other substances, having commercial value, and which gives its users an opportunity to obtain business advantage over competitors;

CenturyLink wishes to exempt the following section of our bid. Simultaneous Call Detection is a new feature that, to our knowledge, is unique to CenturyLink, disclosure of which could negate a business advantage over our competitors, and for this reason we request that the Agency exempt it from public disclosure. The information has been placed behind the “Exempt Information” tab and labeled “Exemption 1".
5.39. The inmate telephone system shall have the ability to detect attempts to forward a call remotely (call forwarding prior to a call being accepted and established). Upon detection, these calls shall be marked within the Call Detail Record and the inmate telephone system shall have the ability to terminate the call immediately. If a call is terminated the inmate telephone system will play an automated message, with content determined by Agency, prior to terminating said call.

**Vendor Response: Read, agreed and will comply.**

Paragraph 40 of the General Terms and Conditions of COR61453-Inmate Telephone System, allows the Vendor to identify information they wish to exempt from public disclosure. WEST VIRGINIA CODE §29B-1-4. Exemptions, has the following language:

(a) The following categories of information are specifically exempt from disclosure under the provisions of this article:

1. Trade secrets, as used in this section, which may include, but are not limited to, any formula, plan pattern, process, tool, mechanism, compound, procedure, production data or compilation of information which is not patented which is known only to certain individuals within a commercial concern who are using it to fabricate, produce or compound an article or trade or a service or to locate minerals or other substances, having commercial value, and which gives its users an opportunity to obtain business advantage over competitors;

CenturyLink wishes to exempt the following section of our bid. Remote Call Forwarding
Detection is a very complex feature that all Inmate Telephone System Vendors have been trying to perfect for several years. Our approach is unique to CenturyLink, disclosure of which could negate a business advantage over our competitors, and for this reason we request that the Agency exempt it from public disclosure. The information has been placed behind the "Exempt Information" tab and labeled "Exemption 2".

[Redacted Proprietary / Confidential Information]
5.40. Call Detail Records (CDR) must be established any time an inmate telephone goes off-hook and must be stored and made available online for the duration of the Contract. All CDRs are the property of the Agency during the contract term as well as after expiration of said contract. CDRs must be established and maintained each time an inmate goes off-hook. CDR data must include at a minimum:

1. Off hook time
2. Inmate ID/PIN
3. End type (e.g. preanswer hang-up, called party hang-up, max time elapsed)
4. Phone number attempted
5. Station name
6. Billing start time
7. Duration of call (in seconds)
8. Billed time
9. Call type (e.g. collect, debit)
10. Jurisdiction type (e.g. local, interstate)
11. Termination reason

Vendor Response: Read, agreed and will comply.

CenturyLink’s West Virginia-dedicated storage arrays provide several key benefits. One is the speed of recording retrieval – the other is the ability to store CDRs and recordings any time a phone goes off hook.

**Key Feature**

CenturyLink’s Enforcer System not only creates a CDR, but also a recording, any time a phone goes off-hook.

This can provide important incident investigation information; any off-hook phone instantly becomes a recording device for use by security staff.

5.41. Recorded conversations must provide security measures to ensure they have not been tampered with. This security must extend to recordings transferred to external mediums such as CD-ROM or email. Vendor must provide expert testimony with respect to the security of records, when required.

Vendor Response: Read, agreed and will comply.

The Enforcer System ensures chain of evidence, while CenturyLink personnel are available to provide expert testimony regarding the specifics of our System’s call recording security and chain of evidence.
Access to all call data in the Enforcer database is read-only for all users; no-one has the ability to modify source files, and the system has built-in applications to test the integrity of data so that records and recording will be admissible in court.

The Enforcer System uses AU Comp to create an MD5 checksum of the audio file for every recording. The MD5 checksum is stored in the database’s log file for that recording and will be duplicated with the recording to the primary and backup data centers.

Each recording and checksum is time-stamped and date-stamped as it is written to storage and is protected thereafter. The checksum can be used to determine if the recording has been tampered with.

The Enforcer also logs all user activity; System Administrators can run reports on this information to gain insight into what actions are being taken by staff. The User Update Report is another way that the Agency can track, and monitor what its users do.

The User Update Report displays every username that made changes on the left, exhibits when they last logged in, shows which table they accessed last, what phone or inmate information was altered, the name of the inmate, and the inmate number (if applicable).

In the report sample below, for example, you can see that the user "jkline" logged in at 1:38 p.m. on April 17 and listed to the recording of a call placed by inmate Rodney Lehman.
5.42. Vendor shall establish a PIN management system for the inmate telephone system and require entry of valid PINs prior to attempting a call. Integration with Agency’s Offender Information System (OIS) is required to automate the PIN assignment process.

**Vendor Response:** Read, agreed and will comply.

The Enforcer accommodates the use of inmate PINs for call tracking. Various numbering schemes are supported in order to best fit the existing inmate identification method in use at the Agency’s facilities.

Inmate accounts and PINs can be established automatically in the Enforcer through a direct interface with the Agency’s OIS.

The information entered during the intake process is shared with the phone system automatically and no additional entry is required. If the manual process is preferred, the inmate name and other information can be entered on an Inmate Profile from an administrative workstation. This is a simple process requiring approximately one minute for each inmate.

When the inmate PIN feature is used, a PIN will be required and included in each call record. This enables searching and reporting on call records on an inmate-specific basis.

The system can be configured to create the PINs at the time of intake and eliminate at the time of discharge.

In addition, the system supports the retention of specific inmate PINs where the inmate is incarcerated at a non-Agency facility due to trial, hospitalization, or other reason.

The following illustration reflects the Administrative interface that is utilized in the ID-PIN process.

![Inmate Profile - Assign PINs](image)

For greater flexibility, CenturyLink offers the option to activate PINs on some phones and not on others. For example, it may be desirable to require PINs in all common area phones, but not in the intake area.
5.43. The inmate telephone system shall be capable to store and reference a list of Personal Allowed Numbers (PAN) associated with each PIN. The quantity of approved telephone numbers shall be configurable. The inmate telephone system shall be capable of storing the following PAN information:

1. Telephone Number
2. Called Party Name
3. Address
4. Relationship to Inmate

Vendor Response: Read, agreed and will comply.

As described previously in Section 5.21, the Enforcer may be configured to require a list of PANs. For the convenience of the reviewer, this information is repeated below. The Enforcer can be configured to require PAN lists.

*RECOMMENDED BEST PRACTICE*

- We recognize some sites may use PANs and others may not;
- CenturyLink is easily able to configure phones by site and define a "class of service", including PAN/no PAN designations
- We are also able to restrict PIN use by site – which reduces PIN theft and disables use of PINs/PANs across facilities with different security levels or operational rules

Each time the Agency activates the PAN feature for an inmate, the maximum number of PANs to allow can be selected. If the field is left blank, the default value is 20, but there is no practical limit to the number of PANs that may be assigned.

Inmate Profile Screen
An inmate’s PAN list can be accessed by clicking on the “PAN” quick link at the bottom of the Inmate Profile screen. As shown below, the user can then view the existing PANs for a number, add or delete PANs, block or unblock a number, and also view an inmate’s calling history for PAN numbers.

PAN Screens

In addition, the Enforcer offers several tools to query and report PAN information. These include:

- Display all PAN records for an inmate account.
- Display all Inmate ID’s having access to a specific PAN.
- Display all free or no-charge PAN records
- Display all PAN records having administration blocks
- Display all PAN records having telephone company blocks
- Print reports for the above queries

Additionally, a PAN list can be used as an inmate-specific override to a phone number that has been blocked globally (i.e., for all other inmates).
PAN lists can be created in one of three ways:

- **By letting an inmate call whoever they want to call.** This occurs only if the Inmate PAN feature has been set up in self-learning mode by the facility Administrator. Based on a predefined maximum number of phone numbers, each call completed by an inmate automatically adds the called party number to the Inmate PAN List. As long as the inmate is set up to pay for each call using a debit payment or is calling a number that can accept collect or prepaid collect calls, the inmate can call the called party number without restriction. By default, the inmate is able to add 20 numbers to a PAN list, however, the number of numbers can be set to any value on a per-inmate level.

- **By staff at the facility,** who accesses the PAN List under the Inmate Profile to add approved numbers (or to block a specific number). This method requires a higher administrative workload by the agency to manually build and add numbers to the inmate PAN lists. However, some facilities require administrative approval of all called party numbers before they are added to an inmate PAN list.

- **By employing the Inmate PAN Registration feature,** which can be used by an inmate to request the registration (and addition) of a called party number to their PAN list. The inmate makes this request by placing a call to the system and following a series of prompts to enter the desired number on the phone keypad. Next, an authorized user at the correctional facility reviews a “request list” (shown below), and then either approves or rejects each called party number that is requested by an inmate for addition to their PAN list.

Staff can search for all “Pending” PAN approvals and individually approve or reject the entry, as shown below:

```
+---------------------------------+---------------------------+---------------------------+---------------------------+---------------------------+---------------------------+
| Phone: 1-212-555-9876 03/13/2012 | Pending Approval 03/01/2012 | Show Add M1659 DARLA HARKER | Approve | Reject |
| Phone: 1-217-273-8170 03/20/2012 | Pending Approval 03/20/2012 | Add B28169 HANNAH BOOKER | Approve | Reject |
| Phone: 1-217-273-8170 03/20/2012 | Pending Approval 03/20/2012 | Add R14803 DARRON WILLIAMS | Approve | Reject |
| Phone: 1-217-299-4151 03/20/2012 | Pending Approval 03/20/2012 | Show Add B54764 EARNEST PARR | Approve | Reject |
```

**PAN Approval Request Screen**

---

**RECOMMENDED BEST PRACTICE**

The Enforcer ITS is able to be used as a data input device for most any purpose, including entry of PANs and attorney numbers to reduce paper and provide audit trails. CenturyLink already performs automated PAN entry and attorney entry/verification at the Alabama and Nevada Departments of Corrections.
5.44. The inmate telephone system shall be capable of suspending a specific PIN, restrict usage at certain telephones by PIN, allow usage at certain telephone by PIN, facility or sub-location, control duration of calls, time of day calls may or may not occur, specific numbers the PIN may or may not call. Vendor shall demonstrate how the above will be accomplished and continued.

Vendor Response: Read, agreed and will comply.

Suspending a Specific PIN:

The system supports the suspension of inmate calling privileges by PIN. Authorized personnel may enter a timeframe (i.e. 24 hours) or a specific date/time when the suspension is to end. Alternatively, suspension information (or any other information to be input to the system) can be transferred in automated batch format. At that point, the suspended inmate may only call legal counsel until the suspension period ends. When the suspension is over, calling privileges are automatically restored by the system.

<table>
<thead>
<tr>
<th>Suspensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date/Time</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

(current and future suspensions are red, historical suspensions are white)

Suspend Inmate Calling Privileges

There are two categories of Suspension:

- Full means the inmate will not be allowed to place any calls, including calls to attorneys or free numbers.
- Standard is the default setting and allows the inmate to place calls only to attorneys or numbers that are identified as privileged numbers.

Allow usage at certain telephone by PIN, facility or sub-location:

The System can assign each inmate to a single phone or a group of phones. Using Station Group Names, which assign one or phones to logically named groups, staff can quickly enforce physical phone restrictions.

In the following example, Inmate Clark can only make calls from Apache B and D, however, any inmate without a Group restriction can also use Apache B and D.
Allowed Station Groups for Inmate
Inmate ID: 072320  ROONEY CLARK

All Stations  [ ] Allow
APACHE A [ ] Allow
APACHE B  [ ] Allow
APACHE C [ ] Allow
APACHE D [ ] Allow
NAVAJO A [ ] Allow
NAVAJO B [ ] Allow
NAVAJO C [ ] Allow
COCOPA A [ ] Allow
COCOPA B [ ] Allow

Allowed Station Group Screen

Control duration of calls

The duration of calls is typically set to a default value for each facility by the Agency, however, duration can be set for a specific phone. On the following Stations screen, administrators can select the maximum call length allowed from each specific phone in the "Max Dur Mins" field in the second column from the right:

Stations Screen
Time of day calls may or may not occur:

The Agency will have complete control over the times that inmates have access to the phones for calling. Using the “Phone Schedule” button from the “Site Admin” tab, staff will be able to control the times of use by phone, area (pod, medical, intake, etc) or the entire facility. The following screen illustrates a weekly schedule for a group of phones. Note that in the “Edit” column, the option is provided to turn the phones off or on all day:

![Weekly Phone Schedule](image)

**Phone Schedule Screen**

Specific numbers the PIN may or may not call:

On the PAN screen, the “Block” column allows staff to either allow or not allow a specific inmate to call a specific number, as shown in the following screen. “Not Blocked” will allow calls to proceed normally, “Blocked” will not allow that inmate to complete a call to the specified number.
5.45. Call rating and revenue reporting must include systematic controls and internal audit processes to ensure correct and accurate reporting. Vendor shall describe systematic controls and internal audit procedures.

**Vendor Response:** Read, agreed and will comply.

CenturyLink, Inc. is the only Sarbanes-Oxley compliant company in the inmate telephone industry. Sarbanes-Oxley is the only financial and data integrity standard tied to legal and regulatory requirements, and is therefore far more stringent than SSAE 16 / SOC1 or other process-testing methodologies.²

As part of our internal auditing process, CenturyLink completes monthly audits on every completed call to verify billing accuracy. To our knowledge, we are the only company in the corrections market that does this.

Moreover, a unique feature of the Enforcer platform is its on-line real-time direct rating of each call, for immediate and unalterable on-line visibility to call detail records and billing records. CDRs are not transferred to an outboard system, since these data transfers can compromise the integrity of the data.

² These technical definitions are sometimes an area of confusion. SOC1 is simply a set of rules that define testing of certain internal processes – Sarbanes-Oxley is an actual certification standard that uses SOC1 tests, in addition to others.
CenturyLink, Inc. is the only Sarbanes-Oxley compliant company in the inmate communications industry – an actual certification standard that is far more stringent standard than SSAE16 / SOC1 or other process tests.

These strict controls ensure accurate rating and maintenance of calls and call detail records.

Finally, the rated call records and the ability to generate system summary reports will always be available from the system workstation. This provides the facility with the tools to verify revenue and commissions at any time.

5.46. The inmate telephone system must track and provide accurate summary revenue. Reports must include all types and must reflect the total revenue for each call type, subtotaled by tariff type.

Vendor Response: Read, agreed and will comply.

The Revenue Breakdown report below can be printed at any time to summarize call history for a specified date range. Because the Enforcer rates and stores CDRs directly on the system rather than filtering CDRs through an "outboard" billing system, this report can be certified as accurate and be easily accessed by Agency staff at any time.
### Revenue Breakdown Report

**Start Time = 12/01/2003**  
**End Time = 12/31/2003**

<table>
<thead>
<tr>
<th>Charge Type</th>
<th>Yard Type</th>
<th>Calls</th>
<th>Talk Sec</th>
<th>Billing Time</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collect</td>
<td>Local</td>
<td>3,619</td>
<td>3,919,381</td>
<td>67.20:</td>
<td>3,343.95</td>
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<td>147,024</td>
<td>2,327</td>
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<td>76,353</td>
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<td></td>
<td>Intr-Can</td>
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<td>30,349</td>
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<td></td>
<td>Subtotal</td>
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<td>4,175</td>
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<tr>
<td>Prepaid Collect</td>
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<td></td>
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<td>299</td>
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<td>International</td>
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<td>2,675</td>
<td>44</td>
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<tr>
<td></td>
<td>Caribbean</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td></td>
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<td></td>
<td>International</td>
<td>28</td>
<td>562</td>
<td>9</td>
<td>13.00</td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td>3,395</td>
<td>3,167,099</td>
<td>54.151</td>
<td>9,312.09</td>
</tr>
<tr>
<td>Debit</td>
<td>Local</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Intr-Cell</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Intr-LATA</td>
<td>-</td>
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<tr>
<td></td>
<td>Intr-Mint</td>
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<tr>
<td></td>
<td>Intr-Can</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td></td>
<td>Caribbean</td>
<td>-</td>
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<td></td>
<td>International</td>
<td>-</td>
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<td>-</td>
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<tr>
<td></td>
<td>Subtotal</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>12,043</td>
<td>12,667,793</td>
<td>231.970</td>
<td>47,431.08</td>
<td>100%</td>
</tr>
</tbody>
</table>

5.47. The inmate telephone system must be capable of sorting CDRs and producing reports which detail inmate telephone activity, including but not limited to, the reports below: Vendor shall list all other available reports. Must be capable of producing customized reports.

1. Calling by facility
2. Calling by inmate PIN
3. Calling by station
4. Calling by destination number
5. Frequently called numbers (numbers called multiple times per day)
6. Commonly called numbers (numbers called by more than one PIN)
7. Global allowed or blocked numbers
8. PAN or attorney lists by inmate
9) Three-way calling attempts
10) Remote call forwarding attempts
11) Restricted number calling attempts

Vendor Response: Read, agreed and will comply.

The Enforcer System provides centralized reporting capabilities, allowing facility users to generate reports immediately and in real time. The Enforcer's browser-based application allows searching and reporting of all inmate calls to any authorized user through a simple, point-and-click GUI (Graphical User Interface).

The Enforcer comes preconfigured with an extensive list of standard reports. Additionally, a facility user can generate real-time customized reports by defining their own query based on data of interest – allowing instant access to any report you could ever need.

Each call attempt results in the creation of a call detail record. The record includes extensive information about the call, including the following:

- Date of call
- Start Time of Call
- End Time of Call
- Call Duration
- Called Number (ANI)
- Station & Trunk ID
- PIN (if applicable)
- Disposition of Call (accepted, denied, incomplete etc.)
- Call Termination Reason
- Call Charges (if accepted)
- Recording indicator
- Three-way call detect indicator

Call detail records are stored on system hard disks for the entire contract duration to provide the facility with immediate access to historical call information throughout the contract term. Extensive call detail reports are available to meet the requirements stated.

The Enforcer has extensive search capabilities which can be used by any user – whether they log in remotely or from an onsite workstation.

The following narrative details the customization options available for call detail reports.
Call Detail Records – Select criteria for custom query

From the initial screen, call recordings can be retrieved based on:

- Inmate PIN/ID
- Inmate Name
- Date Range
- Called Number
- Facility

Numerous additional fields are stored within each call record and can be used to further customize reports and recording searches as shown below:

Call Detail Records – Select More Search Criteria
By clicking **More Search Criteria** the user is provided with an extended list of call recording search options as shown at right.

Selected calls may be quickly and easily exported to CDR media in either MP3 or audio format and emailed, saved to CD, USB, etc.

Emailed call recordings are forwarded as an email attachment, and the file size for a compressed 15-minute recording is approximately 2 MB.

---

**Ad-hoc Reporting-Additional Search Criteria**

**Standard Reports**

The following is a list of the standard reports available in the Enforcer. Samples of the most commonly used reports are enclosed under Appendix 5 – Sample Reports.

All reports can be generated online for quick review or exported to PDF or CSV format for further review and data filtering.

<table>
<thead>
<tr>
<th>Report Name</th>
<th>Description</th>
</tr>
</thead>
</table>
| Admin Setup Only         | • Listing by inmate name of all “admin setup only” (60-second free) calls made during a user-specified date range.
                              • Provides inmate name, ID, number, start time, etc.
                              • **Benefit**: Tracking fraud attempts and free call “churning”                                    |
| Attorney Registration Status | • Counts for attorney phone numbers in Global Number list.  
                              • Provides quantity, percent of total, and total quantity of attorney phone numbers in the Enforcer by status (approved, rejected, pending)
                              • **Benefit**: Quick response to attorney requests + tracking attorney registration process        |
| Attorney Registration Rejects | • List of all inmates for which a requested attorney has been denied.   
                              • **Benefit**: Tracking inmates attempting to fraudulently set up non-recorded calls.               |
<table>
<thead>
<tr>
<th>Report Name</th>
<th>Description</th>
</tr>
</thead>
</table>
| Call Detail                 | - Completely configurable database search engine (by payment method, minimum length of call, site location, time period, call termination type, etc.) Provides detailed call information (billed start time, dialed number, site called from, recording status, call cost, detected 3-way attempt, alerted calls, etc.)  
  - Individual user queries can be saved for future use. 
  - Benefit: Configurable search capability for site operations, investigative, fiscal, or any other Agency personnel. |
| Call Record Statistics      | - Summary of calls by call type, completion code, and call count. The report can be requested by site name or for all sites for a user-specified date range.  
  - Benefit: Provides summary of calling trends by site |
| Frequently Used PANs        | - Lists all allowed numbers by user-specified number of inmates using number. Lists called number, called party, number of instances (calls), and the number of sites.  
  - Benefit: Provides quick report of potential suspicious numbers used, for example, for coordinating gang activity. |
| Frequently Used PANs Detail | - Provides additional detail regarding inmate names and PINs using number.  
  - Benefit: Additional detail for investigations |
| Global Number               | - Detailed report for all parameters that are found in the Global Number Table, e.g. all blocked numbers, all free numbers, all do not record (attorney) numbers, all notes, random note text searches, and alerts.  
  - Benefit: Summary reports for special number administration – attorneys, Informant Lines, PREA Hotline, Tip Lines, etc. |
| Global Number History       | - Historical records of all changes made to ANI phone number to include an audit trail for users who made the changes  
  - Benefit: Summary audit records for Agency operations management |
| Inmate Alerts               | - Lists all alerts that have been activated for each inmate; includes the report lists site name, inmate ID, inmate name, phone number, name associated with the called number, and phone number/email address for each alert type that has been set up.  
  - Benefit: Summary audit records for Agency investigations management |
| Inmate PANs                 | - PAN (personal allowed number) list for the inmate. The report also includes any restrictions associated with a PAN (blocks, free call, do not record, passive mode).  
  - Benefit: Summary record for number administrators and staff responding to inmate inquiries |
<table>
<thead>
<tr>
<th>Report Name</th>
<th>Description</th>
</tr>
</thead>
</table>
| Inmate Status       | • Listing of inmate IDs, passcodes, inmate account status (active/inactive), site and location, the current number of PANs being used and allowed, and any associated notes. Can be generated for a specific inmate or all inmates, and can be sorted by inmate active/inactive status.  
• Benefit: Assists site operations personnel in inmate management and inquiries                                                                                             |
| Number Alerts       | • Lists all alerts that have been activated for a called phone number: site name, phone number, name associated with the called number, and phone number/email address for each alert type that has been set up.  
• Benefit: Coordination between investigations staff                                                                                                                        |
| PIN Fraud           | • Listing of each call on which an inmate attempted to use an incorrect PIN. For each call, the report lists the site, CSN, station ID, station name, inmate name, inmate ID, passcode, the PIN number attempted in the CDR, the actual PIN, and extra digits.  
• Benefit: Summary information for investigations and site operations staff                                                                                                    |
| Prepaid Balance Summary | • Provides account (phone numbers) for all called numbers that have an established prepaid Account. The report includes the project number, billing ID, account/phone number, balance, and current status of active/non-active.  
• Benefit: Summary information for responding to friends and family inquiries, if necessary                                                                                     |
| Recording Access    | • Listing of all call records that have been listened to during a user-specified date range. The report lists the user ID of the person who listened to the call, the CSN, inmate ID and name of the inmate who made the call, called number, and date the user listened to the call record.  
• Benefit: Important audit tool for Agency system administration                                                                                                               |
| Revenue             | • Call counts, durations, billed minutes, revenue and revenue percentage for each call type, grouped by account (payment) type.  
• Can be requested by specific site or for all sites for any previous calendar month either in PDF, Excel, or CSV format  
• User-defined date ranges.  
• Reports can be generated by facility, including number of call attempts vs. completions, total minutes, and revenue breakout.  
• Benefit: “At your fingertips” summary tool for fiscal staff                                                                                                                 |
<table>
<thead>
<tr>
<th>Report Name</th>
<th>Description</th>
</tr>
</thead>
</table>
| Station Activity            | • Summary of all calls, by site and by station, made for a user-specified date range. Includes site name, station (phone) port, station (phone) name, attempted calls, accepted calls, etc.  
  • **Benefit:** Site operations - Quick Identification of phones out of service. Investigations - identifying phones being dominated by an inmate or group of inmates for some reason. |
| Station Group Privileges     | • Listing of station groups (phones) that are assigned to specific inmates (i.e., phones from which inmates are allowed to make calls), if used by the Agency.  
  • **Benefit:** Summary report for site operations personnel |
| Inmate Suspensions           | • Listing of all inmate suspensions. Lists site name, inmate ID, inmate name (first, middle, last), whether the suspension is full or partial, start/end date/time, and user notes (usually a description of the reason for suspension).  
  • **Benefit:** Summary report for disciplinary |
| Trunk Usage                 | • Summary of all calls that have been dialed and connected to the network by trunk. The summary is defined by site name, trunk, out-dialed Calls, accepted calls, and the percentage of accepted calls.  
  • **Benefit:** Primarily used by CenturyLink, and sometimes site, network personnel |
| Volume Users                | • Summary of high telephone volume usage by inmates. Can be generated by site or threshold type (quantity of calls or total minutes). Results are listed by site name, inmate ID, inmate name (last, first, middle), number of calls, and minutes count (total minutes).  
  • **Benefit:** Filters suspicious calling activity |

5.48. Vendor shall supply Agency 24 workstations and printers connected to the inmate telephone system bandwidth at mutually agreed upon locations. Vendor shall refresh the equipment at the beginning of every fourth year (at the end of each three year period). Equipment requirements include:

1) Operating System - Windows 7 Enterprise  
2) Flat panel monitor  
3) CD/DVD burner  
4) Color ink jet printer/scanner

**Vendor Response:** Read, agreed and will comply.

5.49. Upon commencement of installation, Vendor shall reimburse the Agency for three two (modified per Addendum 7, Q&A #62) fulltime equivalent positions of Investigator 1 to
fulfill the requirements of the operation of the inmate telephone system whose responsibilities will be to monitor the inmate telephone system within the Agency facilities and determine system functionality. The reimbursement for each positions listed above is $36,624 for a total of $109,872 $73,248 (modified per Addendum 7, Q&A #62). The vendor shall adjust for salary reimbursement for the above listed positions to keep pace with the Agency granted increases. The vendor shall ensure that the reimbursement to the Agency for the above listed positions is via a separate check from the Agency’s commission check or paid as specified by the Agency.

Vendor Response: Read, agreed and will comply.

5.50. The duties and responsibilities of the above positions shall include:

1) Routine operational checks of the inmate telephone system. All service issues will immediately be reported to the supervisor and Vendor.
2) Check monitoring and recording functionality of systems twice a work day and report findings to the supervisor and Vendor.
3) Generate all on-site reports as requested by Vendor and maintain a copy for Agency’s files.
4) Inform vendor when inventory supplies are needed.
5) Extract recording and provide CDs for Agency personnel use in accordance with Agency’s policies and procedures.
6) Perform preventative maintenance on computer terminals as instructed by Vendor, including normal cleaning and defragmentation of hard drive.
7) Alert Vendor to all equipment and service issues that impact Vendor’s performance under said Contract.
8) Provide training to Agency’s staff.
9) Provide training to inmates on telephone usage.
10) Check Prisons Rape Elimination Act Hotline and Critical Incident Hotline as assigned.

Vendor Response: Read, agreed and will comply.

5.51. Flexible, state-of-the-art technology shall be provided by Vendor to meet all network and system requirements. In addition, web-based equipment and software must be provided. Vendor is responsible for repairing and/or replacing all hardware when needed as well as upgrading software every four-months as outlined in the Vendor’s technical proposal. Vendor shall notify Agency of all available software upgrades within 30 days of availability and will provide the Agency the option of accepting or denying the upgrade. (Modified per Addendum 7, Q&A #15)

Vendor Response: Read, agreed and will comply.
CenturyLink provides and maintains all web-based software and equipment at no cost to the Agency. CenturyLink will repair and/or replace any and all hardware as needed throughout the contract term.

In addition, whenever an upgrade and/or enhancement to the Enforcer System finishes testing and is ready for wide release, the Agency will be notified of the new release updates and provided documentation of the features and functions of the new software. CenturyLink releases updates to the System on a quarterly basis to ensure the system is always state-of-the-art. New software releases and enhancements are distributed through an IP connection, with no need for any onsite disruption. Enhancements and upgrades to the System are predominantly driven by market demand and specific client requests.

Finally, because our proposed system will be dedicated solely to the Agency, we are able to comply with providing the Agency the option of accepting or denying any software upgrades.

5.52. The inmate telephone system and related peripherals must be new and solely dedicated to Agency. Servers, storage units, and other infrastructure shall not be shared with other clients of Vendor.

Vendor Response: Read, agreed and will comply.

Our proposed system is designed from ground up to be configured as a dedicated system. Call processors, databases, and (especially important) storage units and network connectivity to the central database will all be dedicated to the Agency. This ensures availability of the phones to inmates and family members, while ensuring all-time database access and fast recording retrieval for staff.

-KEY FEATURE-

All call processing equipment, storage, and network connectivity will be dedicated to the Agency to ensure unrestricted availability of the system to inmates, family members, and staff.

A diagram of our proposed dedicated system architecture is provided below:

Paragraph 40 of the General Terms and Conditions of COR61453-Inmate Telephone System, allows the Vendor to identify information they wish to exempt from public disclosure. WEST VIRGINIA CODE §29B-1-4. Exemptions, has the following language:

(a) The following categories of information are specifically exempt from disclosure under the provisions
of this article:

(1) Trade secrets, as used in this section, which may include, but are not limited to, any formula, plan pattern, process, tool, mechanism, compound, procedure, production data or compilation of information which is not patented which is known only to certain individuals within a commercial concern who are using it to fabricate, produce or compound an article or trade or a service or to locate minerals or other substances, having commercial value, and which gives its users an opportunity to obtain business advantage over competitors;

CenturyLink wishes to exempt the following section of our bid. Our network design utilizes features that we feel are unique to CenturyLink, disclosure of which could negate a business advantage over our competitors, and for this reason we request that the Agency exempt it from public disclosure. The information has been placed behind Appendix Tab 4. Exempt Information.

5.53. Inmate telephone system architecture shall be expandable for future growth.

Vendor Response: Read, agreed and will comply.

Given its modular architecture, the Enforcer allows for unlimited expansion, and can easily accommodate growth to the inmate population or facilities. There are no practical limits to any hardware or software expansion requirements.

Database and server storage can be easily added at our Data Centers to accommodate additional inmate accounts, call records, and long-term storage of call recordings, for the entire contract term and any renewal periods. CenturyLink will ensure that the Agency will have immediate online access to all system and investigative data, including call recordings, for as long as CenturyLink provides IPS services.

CenturyLink can add additional phones at any time by simply expanding the Integrated Access Devices (IADs) installed at the sites (or installing new IADs for a brand new facility). Additional network capacity requires approximately 30 days notice for the LEC to deliver additional bandwidth but does not require any system downtime.

The Enforcer can be accessed by an unlimited number of workstations/PCS, which can be
located on site at the Agency's facilities or offsite at remote locations. Live calls can be monitored by an unlimited number of investigators simultaneously, with no impact on system performance or the ongoing recording of all non-privileged calls.

With regards to simultaneous telephone calls, there will be a sufficient number of station and trunk ports available to provide acceptable off-hook availability to all inmate telephones. All inmate telephones will have sufficient bandwidth on our on-site IADs devices to place a call using VoIP.

5.54. Vendor shall provide redundant storage. Redundant storage sites shall be located such that a man made or natural disaster is not likely to compromise both storage sites due to a single event. Vendor shall store all inmate Call Details Records online for the life of the contract. Vendor shall supply all storage media to Agency for the life of the contract. The Vendor shall, in its proposal, include its method and solution to safeguarding the Agency’s data from being lost, destroyed, and damaged. (Added per Addendum 7, Q&A 42).

**Vendor Response: Read, agreed and will comply.**

CenturyLink provides multiple layers of redundancy, including storage. In addition to storage redundancy at each data center, CenturyLink’s solution also provides "geographic" redundancy at two separate data center locations.

*A diagram visually describing these multiple layers of redundancy is referenced in our response to 5.52 (this diagram is proprietary and shown in Appendix Tab 4 – Exempt Information).*

The primary system dedicated to the Agency will reside in Atlanta, Georgia. CenturyLink employs three distinct processes to protect the Agency’s data.

1. First, all data are immediately stored in the central processor in a Redundant Array of Independent Disks (RAID) which writes data across several hard drives. If one drive fails in a RAID array, the data can be retrieved from the remaining drives.

2. The second line of defense is a Network Attached Storage (NAS) system in Atlanta, which is an entirely separate system from the central processor; the data from the central processor is backed up to the NAS in near real-time.

3. The third line of defense will be off-site backup from the Atlanta data center. All call recordings as well as call detail records will be backed-up overnight to a NAS at our secondary data center located in San Antonio, Texas.

System information can be restored from any of the above storage devices in the event of a central processor failure.
<table>
<thead>
<tr>
<th><strong>Summary: Redundancy and Security</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Network</strong></td>
</tr>
<tr>
<td>- Service from two separate network carriers</td>
</tr>
<tr>
<td>- Service instantaneously fails over to second carrier</td>
</tr>
<tr>
<td>- Network outages automatically diagnosed from our Network Operations Center in San Antonio</td>
</tr>
<tr>
<td><strong>Call Processing</strong></td>
</tr>
<tr>
<td>- Primary call processor housed in a CenturyLink, Inc. class 4 data center in Atlanta</td>
</tr>
<tr>
<td>- Fully functional, always-on backup processor located in a redundant class 4 data center in San Antonio</td>
</tr>
<tr>
<td>- If disaster were to disrupt call processing in Atlanta, service would <strong>instantly and automatically</strong> fail over to the secondary processor in San Antonio</td>
</tr>
<tr>
<td><strong>Storage</strong></td>
</tr>
<tr>
<td>- Call data and recordings are stored at each of the two data centers</td>
</tr>
<tr>
<td>- Databases are constantly synchronized in real-time</td>
</tr>
<tr>
<td>- Call recording storage systems are continuously synced in near real-time</td>
</tr>
<tr>
<td>- Each data center supports various RAID (internally redundant) storage configurations to provide for additional storage redundancy</td>
</tr>
<tr>
<td>- All data and recordings are maintained in both data centers for the entire contract term, plus all renewal periods</td>
</tr>
<tr>
<td><strong>Data Center</strong></td>
</tr>
<tr>
<td>- Atlanta and San Antonio data centers both supported by multiple active power and cooling supplies</td>
</tr>
<tr>
<td>- Redundant fault tolerant enterprise grade components yielding 99.999% service availability</td>
</tr>
<tr>
<td>- Minimum of two diverse paths into each data center</td>
</tr>
<tr>
<td><strong>Onsite</strong></td>
</tr>
<tr>
<td>- Generator power backs up the Utility company</td>
</tr>
<tr>
<td>- UPS carries the load for a few seconds to smooth power</td>
</tr>
<tr>
<td>- Should the generator fail, the UPS is secondary backup and can carry the data center load for roughly 2 hours</td>
</tr>
</tbody>
</table>
Data safeguarding and Disaster Recovery

CenturyLink will provide a completely centralized solution with all data sessions hosted and records/recordings stored in our Atlanta, Georgia data center. Copies of all call data will also be replicated to our San Antonio, Texas data center for back up and disaster recovery purposes. Copies of all call detail records will be stored in two separate geographical locations.

Critical system data, call records and call recordings are stored on non-volatile hard disks in RAID arrays to ensure that any prolonged interruption in power does not result in loss of call records. The disk array provides both reliability and redundant drives for maximum protection of the facility’s data.

Our data centers are housed in climate-controlled, fire-proof, flood-proof buildings with unique redundant fiber lines to the national grid, multiple independent power sources, and multi-level, multi-technology access control for unequalled security and database and network uptime.

Additionally, each system is monitored on a 24/7 basis utilizing the Nagios monitoring applications, which monitor both hardware statistics and application software. In the event of a failure, the application will generate alerts to the appropriate rapid response personnel.

Disaster Planning

CenturyLink’s management team recognizes the importance of maintaining an effective Disaster Recovery Plan to help ensure the continuity of critical business processes and minimize disruption in the event of material disruption.

Our internal planning covers:

1. Disruption or disaster at a client facility
2. Disruption or failure of a managed WAN or third-party network service (i.e., LIDB validation)
3. Disruption or disaster at a CenturyLink data center
4. Loss of key personnel

Each separate plan identifies a primary and back-up Incident Commander (IC).

Type 1 – Onsite Equipment Disruption

Please note that the calling system is fully centralized, with most critical system components located offsite in redundant, geographically separate data centers. Onsite equipment is limited to just the phone instruments themselves, UPS backup power, and Integrated Access Devices (IADs) that connect the phones to the offsite call processors.
CenturyLink installs multiple IADs at each facility. In the event that one of our IADs fails, the inmate phones will be automatically routed to the next available IAD, without any interruption to inmate calling. In the event of a catastrophic failure of all IADs (while this possibility is very remote), all of our field service technicians will maintain spare components and gateways and will be immediately dispatched to the facility to replace the defective IADs. In the event of an onsite disaster that damages most or all of the onsite equipment, the following procedure will be initiated.

For a Type 1 disaster the primary IC will be Brenda McKinley (West Virginia System Administrator), with Barry Brinker (Director of Service Operations) as the back-up. Each will be closely acquainted with Agency staff and procedures. They will be alerted by our 24/7/365 Technical Services Center and will:

1. Immediately coordinate a visit from themselves or our local technician to assess the damage and put the Technical Support Team on notice.

2. They will then determine the extent of the damage and the need for replacement parts, as well as the availability of space, and if needed, a network access point for communication services, and present a plan to the facility to restore all services.

3. Technical Support team will ship the new system components

4. Ms. McKinley or Mr. Brinker will join a member of the Engineering team and our local technicians for onsite equipment installation, including new wiring as necessary.

Type 2 – Network Connectivity Disruption

Please note that, for each supported facility, CenturyLink obtains network service from two different network carriers, (each network is sized to carry the full network load) so that if one carrier experiences an outage, service will instantly fail over to the second carrier. While the following plan will be initiated anytime a network service outage is detected, phone system access will continue to operate normally except in the unlikely event that a disaster should impede service of both network carriers simultaneously.

For a Type 2 disaster the primary IC is Joe Stables (Director of Engineering and Network) and the back-up is Chris Walton (Network Supervisor). Type 2 incidents may also require a full Crisis Response Team (CRT) drawn from the technical staff of our Network Operations (NetOps), Operations, Installation, Engineering and Management teams.

The IC will be notified by our network monitoring applications or a ticket opened online by facility staff or a call into our 24/7/365 Technical Services Center, or by one of our network or database providers and their monitoring staff. The IC will:

1. Immediately notify the network provider and our Network Specialists and Engineering team leaders, who will begin diagnostics and re-route traffic
2. Determine based on the severity of the incident whether or not to form a full Crisis Response Team including CenturyLink’s Management (if so, Joe Stables and Chris Walton will take charge)

3. Notify Agency

4. Determine whether to involve CenturyLink Management

5. Present a plan to re-route all traffic and/or restore normal service

6. Make our Network carriers aware of SLAs and escalate as entitled under our service contracts

7. Coordinate operational response from our carriers and NetOps and Engineering teams to re-route traffic, restore normal service

8. Share progress and resolution with Agency

Third-party validation sources have built-in redundancy and have proven over the years to be reliable. Any risk of loss regarding third-party support is believed to be minimal since key vendors already have redundancy and failover mechanisms in place. Network common carriers and dial-tone providers maintain their own disaster recovery plans pursuant to applicable regulatory requirements, and CenturyLink’s third-party services are also distributed among multiple vendors.

Any network outage should be diagnosed from our primary data center and Network Operations Center (NOC) in San Antonio, Texas. In the event of a third-party utility outage such as a cut power line, Mr. Stables, Mr. Walton, or the most available backup IC would coordinate directly with local utility.

*Type 3 – Data Center Disruption*

As stated previously, CenturyLink maintains geographically separate data centers. Our primary data center is located in Atlanta, with a secondary site in San Antonio.

Each office serves as a back-up site for the other. Source code for all applications supported from a location is spooled weekly to a server at the other location. Call data is transmitted instantly to both data centers; ensuring backup copies of all investigative data are always available. Agency facilities would experience a disruption to these services only in the very unlikely event that disasters should impact both data centers. Regardless, Type 3 incidents will be initiated as outlined below, anytime a service disruption is detected at either data center.

For a Type 3 incident Barry Brinker (Director of Service Operations) will be the primary IC, with Joe Stables (Director of Engineering and Network) as the secondary IC, if Mr. Brinker is not immediately available. A Type 3 incident will be detected immediately by CenturyLink’s staff and
system monitoring applications. For any Type 3 incident, a Crisis Response Team will be formed with Mr. Brinker or Stables coordinating Engineering and Operations teams at the remaining data center.

- Core Technology: CenturyLink maintains nightly off-site backups of all source code and compiler tools to enable recreation of the support environment virtually anywhere within a few hours.

- All other systems such as reporting, accounting, etc. are backed up nightly and could be restored quickly onto "off-the-shelf" hardware. Our staff can build a new server stack from readily available hardware and install it at an unaffected co-location to restore redundancy in short order.

In the event that a temporary replacement system must be set up at another data center (such as if a data center were completely destroyed in a natural disaster), CenturyLink has a nationwide procurement and inventory management system that can be used by authorized staff to quickly procure replacement equipment. An Engineering team can be mobilized to assemble, load, and test a server stack and related systems for installation in a near-by commercial co-location facility; if a prolonged downtime at one of our data centers is expected.

CenturyLink’s Engineering team is prepared and able to configure, ship, and replace any damaged or failed system within 12 to 24 hours from on-hand materials, depending on the number of facilities affected. The CenturyLink Team has installed over 200 centralized calling platforms, so our ability to do so reliably and under deadline is tested and validated regularly in the course of normal operations.

**Type 4 – Loss of Key Personnel**

Any company is vulnerable to the loss of key personnel, and CenturyLink’s management is diligent in cross-training and knowledge transfer among our departments in order to minimize the disruption caused by the loss of a key individual. Specific personnel backup designations have been established to assist in contingency planning. Each key staff member has a backup.

All of CenturyLink’s disaster response and business continuity plans are subject to an annual internal review by our Executive Management team, who have more than 60 years of experience managing the reliable provision of services to correctional agencies nationwide. Dry runs testing the ability of IC and secondary staff to identify and evaluate disruptions are held at least annually. The timely delivery of parts and supplies is tracked and measured constantly to be sure our supply chain is providing the parts needed to provide or restore service in a timely fashion for all of our clients. The performance of all network and network service providers is monitored constantly, and their adherence to SLAs, uptime, and reliability standards is measured and reported monthly.
5.55. Liquidated Damages: Vendor shall pay Agency liquidated damages in the amount of $300.00 per each instance when Agency suffers one or more lost, unrecoverable, or unusable recording of a call. Agency agrees to notify Vendor at such occurrence and provide Vendor seven days per instance to produce the call recording. Agency shall invoice Vendor for all liquidated damage charges, to be paid by Vendor within 30 days of date of invoice. The Vendor shall, in its proposal, include its method and solution to safeguarding the Agency’s data from being lost, destroyed, and damaged. (Added per Addendum 7, Q&A 42).

Vendor Response: Read, agreed and will comply.

CenturyLink’s method and solution to safeguard the Agency’s data is detailed in our response to 5.54 above.

5.56. Vendor shall supply dedicated network circuits for which Agency users can access CDRs. Access on shared bandwidth is not allowed. Vendor shall detail the network architecture, with particular emphasis on the dedicated bandwidth available at each site and the dedicated bandwidth available to access CDRs, both onsite and remotely.

Vendor Response: Read, agreed and will comply.

Each facility will have a CenturyLink dedicated Internet Access port sized to accommodate all inmate telephones being in-use at the same time, and will include additional bandwidth (512 Kbps) to support the workstation.

Bandwidth available by facility:

- Anthony Correctional Center: 1.5 Mbps
- Beckley Correctional Center: 1.5 Mbps
- Charleston Correctional Center: 1.5 Mbps
- Denmar Correctional Center: 1.5 Mbps
- Huttonsville Correctional Center: 4.5 Mbps
- Work Camp- Huttonsville: 1.5 Mbps
- Huntington Work Release Center: 1.5 Mbps
- Lakin Correctional Center: 3.0 Mbps
- Martinsburg Correctional Center: 1.5 Mbps
- Mt. Olive Correctional Complex: 4.5 Mbps
- Slayton Work Camp – Mt Olive: 1.5 Mbps
Northern Correctional Facility: 1.5 Mbps
Ohio County Correctional Complex: 1.5 Mbps
Parkersburg Correctional Center: 1.5 Mbps
Pruntytown Correctional Center: 3.0 Mbps
Salem Correctional Center: 3.0 Mbps
St. Mary's Correctional Center: 3.0 Mbps

Bandwidth providing access to the Central site:
The system will be dedicated solely to the West Virginia Division of Corrections and have redundant 50 Mbps ports with diversity design at multiple layers: physical fiber entry into the data center, router ports, and power to network interface and routing equipment.

Additional power and environmental redundancy
Our Atlanta and San Antonio sites are both Class 4 data centers – the highest level for redundancy and availability, including:

- Redundant electrical and data busses
- Uninterruptable Power Supply (UPS) – battery supplies nine minutes at full load
- Generators provide three days of power without refueling

5.57 Vendor shall describe its process for unblocking a telephone number that was restricted due to non-payment, including the timeframe to remove the restriction after payment is received.

Vendor Response: Read, agreed and will comply.

If a called party number is blocked for non-payment or for exceeding the monthly collect calling limit, they are automatically routed by the system to a collect billing representative.

When the monthly collect calling limit is exceeded, upon receipt of payment notification from the billing Local Exchange Carrier (LEC), the block is removed immediately. The customer may still make collect calls, but will be offered the option to set up a prepaid account.

In the situation where the called party has not paid their collect bill, nonpayment restriction is lifted within 48 hours upon receipt of payment notification from the billing Local Exchange Carrier.

The collect call customer also has the option of contacting CenturyLink Customer Service and have a representative call their LEC and verify that the required payment has been made. Once confirmation is obtained, the customer's usage balance will be reset to zero, and the line will automatically unblock. This process takes 15 minutes or less to complete.
5.58. The Vendors shall allow collect calling, with a minimum $100.00 monthly limit on non-delinquent accounts, to called parties. Vendor may establish direct or third party collect call billings. Vendor shall supply an alternative billing option for called parties who are categorized as unbillable by the service carrier.

Vendor Response: Read, agreed and will comply.

CenturyLink will establish a $100.00 monthly limit for traditional collect calls, as required. Details regarding our alternative billing option for called parties who are categorized as unbillable by the service carrier are provided below in response to 5.60.

5.59. Alternative payment or account setup methods such as enhanced SMS programs are not allowed. Regardless of billing methods, all calls must be charged at the rates outlined on the successful vendor’s bid.

Vendor Response: Read, agreed and will comply.

5.60. Prepaid Collect accounts must include various payment options such as, credit card; electronic check; Western Union. Vendor shall describe available payment methods, timelines to post payments and timelines to allow calls to process. Prepaid Collect accounts may only be set up via live customer service representative on telephone or a secure online site. Account setup via Interactive Voice Response (IVR) is not allowed. Replenishment of minutes via IVR is allowed. No minimum funding is allowed for Prepaid Collect.

Vendor Response: Read, agreed and will comply.

CenturyLink offers the industry-leading Point of Sale Prepaid Collect (PSPC) solution to the Agency. PSPC provides the called party with a vehicle to communicate with an incarcerated friend or family member. Utilizing this platform, billing arrangements with specific CLECs and cell phone carriers are no longer necessary to complete collect calls to any destination number.

We do not place friends or family members into an IVR for account set-up.
Payments may be made, real time using:

- Toll Free Telephone (888-506-8407) (24 Hours a Day)
- User-Friendly Web Site: www.icsolutions.com
- Automatic routing from the Enforcer into the Customer Care Center

Welcome Screen for Online Payment Processing

**Advantages of PSPC:**
- Real time account set-up
- Increased call volume
- Payment option for "unbillable calls"
- Eliminate complaints from CLEC customers
- Reduced inmate complaints
- Allows called party to budget phone expense
- Allows calls to numbers that cannot accept traditional collect calls (e.g., work phones, cell phones, unbillable parties)

**Payment Methods Accepted:**
- Credit Card
- Debit Card
- Cashier's Check
- Money Order
- Western Union®
PSPC offers on the spot setup with live assistance for ALL called parties that would otherwise be blocked from receiving traditional collect calls, with no minimum funding amount. This is especially important given that cell phone companies do not offer collect billing arrangements without insisting upon substantial additional charges.

The immediate access to a live agent is unique in the industry. Most other providers route family members into an automated system or worse yet, attempt to contact them by separate robo-call or text message. Most others also require minimum funding amounts, especially over the phone.

While more expensive to operate, our experience shows that live operator setup significantly increases account setups and decreases complaints.

5.61 Vendor shall process all refund requests within a reasonable timeframe at no charge to the account holder. Vendor shall describe its refund process, including timeframe for account holder to receive refund.

Vendor Response: Read, agreed and will comply.

Refunds are processed to account for remaining prepaid collect account balances and/or debit account balances at the time of account closure. Refund fees for both types of accounts would be waived for family members and inmates.

Prepaid Collect Refunds
Prepaid collect account refunds are available almost immediately. To do so, they simply call our toll-free number and request the refund. If the refund is to be processed to the last credit/debit card used, the refund is processed immediately – typically within 15 minutes but in no cases more than 48 hours.

If the refund is not to be processed to a credit/debit card, a physical check is cut to the consumer within five days. If the consumer does not request a refund within a specified time period (typically one year), the funds will be handled by an escheatment process. Any refund or escheatment process would occur in accordance with West Virginia unclaimed property laws.

Debit Refunds
There are several options for debit refunds. Our recommendation would be that a debit refund instruction sheet be included in the inmate’s release packet.

The process that we use at other facilities for debit refunds works extremely well. This process, in simplified form, is:

- The Agency provides CenturyLink with an inmate release list
- CenturyLink has an automated process that looks at inmate debit accounts
Attachment B: Mandatory Specification Checklist

- If the inmate to be released has a balance in their account, that account is closed out
- CenturyLink sends the Agency a list of released inmate debit fund balances
- Agency adds those fund balances to the inmate's release check

We commit to partner with the Agency to develop an inmate debit refund process that meets your needs.

5.62. Account expiration or dormant funds policies are not allowed.

**Vendor Response: Read, agreed and will comply.**

5.63. Vendor's system must provide live customer service via a toll free number on a 24/7/365 basis. Live operator must be easily reached within a maximum of one minute without lengthy or complicated "press throughs".

**Vendor Response: Read, agreed and will comply.**

The immediate use of a live agent in ALL cases is unique in the industry. Most other providers route family members into an automated system, or worse yet, attempt to contact them by separate automated call-out or text message.

5.64. Vendor shall have call centers located in the Continental United States. Vendor shall provide a list of all call centers and locations providing end-user customer service.

**Vendor Response: Read, agreed and will comply.**

All personnel, including all customer service and technical support centers, are located within the United States. We do not outsource any of our services to international call centers or other offshore personnel. Live customer service is available 24 hours a days, 365 days a year.

Our call center locations are:

- 1127 Alderson Avenue, Billings, Montana
- 2415 S Austin Ave, Denison, Texas
- 555 Lake Border Drive, Apopka, Florida
- 143 N. Washington St., Rocky Mount, North Carolina
5.65. Once connected to live operator, assistance must be consistently maintained at a maximum of 90 seconds. Agency reserves the right to request daily reports to ensure compliance.

(Deleted per Addendum 7, Q&A #31)

Although this requirement has been deleted, CenturyLink notes that our call centers' average speed of answer has consistently been maintained at between 60 and 70 seconds for the past 6 months. CenturyLink agrees to provide any reports needed by the Agency to ensure quality service.

5.66. Vendor shall propose a single flat postalized rate, including all rate types, per minute calling rate (with no surcharge). A discount should be proposed for prepaid and debit calling. (single blended rate to be bid in Attachment C — Cost Sheet per Addendum 16). The Agency does not currently provide debit calling but may choose to do so during this contract.

Vendor Response: Read, agreed and will comply.

Our proposed rates are provided in a separate sealed envelope, Attachment C — Cost Sheet.

5.67. All billed revenue shall include all completed calls that generate revenue regardless of the call's classification. Commission must be calculated on the total gross billed revenue exclusive of taxes and regulatory fees. No promotional or marketing type calls are allowed. No calls with commission rates that are less than the commission rates on standard prepaid.

Vendor Response: Read, agreed and will comply.

5.68. All fees, charges or per minute cost of a call must be fully disclosed by the vendor, no other fees or charges will be allowed.

Vendor Response: Read, agreed and will comply.

Unfortunately, additional surcharges and fees – often describe as "regulatory cost recovery" fees – are routinely added to consumers' bills without their or the Agency's knowledge.

In other cases, a provider's national default fees (sometimes as much as $10 per prepaid funding event) are applied because consumers are not properly identified as Agency customers.

We believe this is a simple matter of integrity, and have completed the audit and system work to ensure it does not occur.
ADDITIONAL GENERAL PROVISIONS/AMENDMENTS
(ADDED PER ADDENDUM 16, p. 7)

1. Vendor shall provide a solution for inmates to purchase debit and/or prepaid calling minutes through the inmate trustee account/software. Our inmate trustee software is Lockdown, maintained by Tech Friends. Vendor must be able to interface with current Lockdown software.

Vendor Response: Read, agreed and will comply.

CenturyLink's proposed Enforcer system has a number of existing integrations with Lockdown trust software. Further, these integrations are "real-time", allowing inmates to purchase calls as they are needed.

Once the inmate passes PIN verification, the ITS will offer the inmate the option to place a Collect Call or debit call. If the inmate selects a debit call, the system will then prompt the inmate to enter the destination number. If this destination number is allowed to be called by the inmate, the ITS will calculate the maximum cost of this call and immediately query the Lockdown system to determine if the inmate has sufficient funds to complete this call.

If the inmate has sufficient funds to allow this call (minimum of 1 minute), the system will then place a temporary lien on these funds and, once the call is complete, the ITS will compute the actual cost of the call and communicate this cost to the Lockdown system. This action triggers the Lockdown system to decrement the inmate trust account, release the lien, and confirm the financial transaction to the Enforcer system.

❖ REAL-TIME DEBIT INTERFACE ❖
MORE CONNECTIONS + EASIER ADMINISTRATION

- Pay-by-the-call means no separate debit account balance. As a result, there are no account refunds to administer.
- No minimum funding amount – inmate only needs 1-minute of funds at the time s/he wants to make a call
- No need to wait for commissary to purchase
- Interface is up and working in a number of other correctional systems.
2. Vendor shall offer prepaid services purchased by inmates; prepay services purchased by inmate's family/friends; and collect call services. No fees will be charged by the Vendor with exception of government mandated taxes and regulatory fees and these fees will be charged to consumer at a pass-through and no commission will be paid to the Agency on said taxes and/or fees.

Vendor Response: Read, agreed and will comply.

Compliance with these provisions critically impacts vendors’ pricing offers, and we urge the State to verify all bidders’ historic compliance with fee prohibitions in other contracts. CenturyLink has operated a no-fee billing program at the Kansas DOC since 2007 and has never experienced an instance of non-compliance.

3. Vendor shall allow international calls on prepaid only and shall be subject to the same restrictions and functions, including monitoring/recording and onsite reporting, as domestic calls. International calls shall not require any assistance from a third party. International call rates are not included in the scoring of Vendor’s bid.

Vendor Response: Read, agreed and will comply.

4. Vendor shall establish a single, blended rate per minute, inclusive of all surcharge/connect fees, for all inmate telephone calls to include all local, IntraLata, InterLata and Interstate calls, while attempting to keep rates lower than current rates charged for inmate telephone calls. For international calls, the Vendor will be permitted to charge the tariffed per minute rate and per call surcharge in effect during the contract term for each international location.

Vendor Response: Read, agreed and will comply.

CenturyLink’s cost proposal is contained in Attachment C under separate cover.

5. Vendor shall not increase inmate collect, prepaid or prepay telephone rates for the life of the contract. In the event inmate telephone rates are modified by any Federal or State regulations or legislative actions, Vendor agrees to amend said contract rates in accordance with regulatory directives.

Vendor Response: Read, agreed and will comply.
**Solicitation**

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<td>1409 Greenbriar St</td>
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<tr>
<td>Charleston, WV</td>
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<td>25311</td>
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<tr>
<td>d/b/a CenturyLink</td>
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<td>5454 W. 110th Street, Overland Park, KS 66211</td>
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| Addendum No. | 17 |

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**This is the end of RFQ COR61453**

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**Signature**

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*When responding to solicitation, insert name and address in space above labeled 'Vendor'.
ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: COMM1483

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[X] Addendum No. 1  [X] Addendum No. 6  [X] Addendum No. 11  [X] Addendum No. 16
[X] Addendum No. 3  [X] Addendum No. 8  [X] Addendum No. 13  [ ] Addendum No. 18
[X] Addendum No. 4  [X] Addendum No. 9  [X] Addendum No. 14  [ ] Addendum No. 19
[X] Addendum No. 5  [X] Addendum No. 10  [X] Addendum No. 15  [ ] Addendum No. 20

I understand that failure to confirm the receipt of addenda may cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor’s representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

CenturyLink Public Communications, Inc. d/b/a CenturyLink
Company

[Signature]
Paul Cooper, Authorized Signature
General Manager

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
The CenturyLink Inmate Telephone Solution offers a number of additional features – both operational and investigative, allow correctional facilities to achieve efficiencies to lower costs and provide opportunities to deploy staff for more valuable functions. In this section, we will provide the Agency with an overview of several of these features.

We look forward to discussing these technologies that will improve staff efficiency, simplify inmate communications and operations, and increase connections between inmates and their friends/family with the Agency.

(1) The Communicator – Paperless Inmate Communications

Through standard IVR data entry and response technology, the Enforcer can be used to deliver medical information to and from inmates. This provides an automated means for inmates to request appointments and receive responses, all in a single, trackable system. The system’s voice messaging module can also be used, for example, for inmates to describe symptoms to medical staff.

100% Paperless Grievance Reporting
With our paperless telephone process, inmates can file grievances, make PREA or crime tip reports, or even file complaints about the Inmate Telephone System – all using secure voice mailboxes on any standard inmate telephone.
Appendix 2 – Value Added Services

Depending upon the type of inmate report, the appropriate staff members will be automatically notified when an inmate files a new grievance. Using text-to-speech technology or traditional voice messaging, staff can respond to inmate reports via the ITS, and the response will be delivered to a secure voice mailbox for inmate retrieval.

This improves the efficiency by reducing labor costs as information passing move away from traditional paper ordering as staff spends less time collecting and processing medical forms.

Implementation would be a collaborative effort and customized to meet the Agency’s requirements.

(2) The Attendant – Inmate Information Line/Message of the Day

The Inmate Information Line allows inmates to check information such as release dates, account balances, and other simple information through straightforward prompts within the ITS. Velocity restrictions can also be placed so that inmates are able to call into the IVR no more than once or twice a day – this was an important learning during a similar installation at South Carolina DOC several years ago.

Using a voice messaging system, Agency staff can create a “Message of the Day” that is delivered to inmates via inmate phone during a specified time period. Staff can type the message into the ITS, and the message is translated to a voice recording using text-to-speech technology; or staff can use traditional voice recording to record their message. They then enter the time window (start/stop dates and times) during which the message will be played to inmates. Any time an inmate picks up any inmate phone during the designated timeframe, they will hear the Message of the Day before call connection. When the message expires, it is no longer played to inmates, with no further action necessary from the staff.

The Agency can use the Message of the Day feature to share information with inmates facility-wide. Additionally, with the Agency’s permission, CenturyLink can create messages to inform inmates of new product rollouts, facility-approved rate modifications, or other changes to inmate calling services.

CenturyLink is able to provide these additional services over the ITS due to its position as a network provider, which in turns allows us to “over-provision” the extra bandwidth needed to handle these types of transactions. In addition, by moving these simple high-volume transactions from the kiosks to the inmate phones, kiosks are freed-up for other transactions.
(3) Emergency Autodialer and Disaster Recovery

CenturyLink has a very large corporate autodialer system, and is currently utilizing its capabilities with other inmate facilities. If inmate telephone communications were interrupted, for example by fire or flood, we can, in very short order provide a pre-recorded message to all the friends and family phone numbers on the inmates PAN lists, or to a select few PAN numbers (attached to an inmate’s PAN list).

(4) Commissary Ordering and Management by Phone

We would welcome the opportunity to provide information on commissary ordering over the inmate telephone as either a complement to or replacement of the existing process. As a subsidiary of the nation’s largest commissary software and supply company, CenturyLink’s technology partner IC Solutions has developed the most robust commissary ordering and processing by phone module available today. The module offers complete flexibility to the Agency to use the phone system in the way it most sees fit:

As a complete commissary management tool, including warehousing, purchase restrictions on a global (no one can purchase more than x items) or individual (diabetic, indigent) basis, inventory management, picking slips, and P&L reporting. As an "Electronic Bubble Sheet / Shopping Cart Manager", where inmates enter and delete items on the phone to be presented to Agency order fulfillment and inventory systems.

As a simple free “Speed dial” into an Agency-managed automated system for order entry and control or combinations, such as an Electronic Bubble Sheet that enforces restrictions prior to order entry. The Enforcer system has existing customers using the commissary module in all three ways.

Products are given a 4-digit code within the system, thereby allowing 9,999 unique products to be sold. Laminated product sheets would be installed by CenturyLink for inmates’ reference. Once entering the commissary ordering module, simple prompts would be provided to allow inmates to enter product codes and quantities, as well as the opportunity to review and modify an order before submitting.
(5) Inmate Voicemail

The ITS also offers an easy-to-use voicemail option for friends & family to leave messages for inmates. The length of the voicemail is configurable and typically set at 30 – 60 seconds, with costs and commissions set in negotiation with the Agency. This is a useful feature for family members to leave a best time for the inmate to call, or to communicate news such as a death in the family without the need to contact staff.

**Inmate voicemail also maintains security requirements.** In order to send a voicemail, the friend/family member must have an established pre-paid collect account, which is associated with a phone number. All pre-paid collect accounts, regardless of funding method, include verified billing name and address information. In addition, the Enforcer is able to check the phone number on the pre-paid collect account with the inmate’s PAN table to ensure no unauthorized contacts are made through the voicemail system.

(6) Inmate E-mail

Inmate E-mail is an effective method to reduce staff workload, reduce contraband, and provide additional revenue for the Agency. The incoming e-mail can be easily and rapidly scanned by staff, and tools with the system also highlight key works to further enhance productivity. Once approved, the e-mail can be printed for deliver to the inmate, or should inmate kiosks be in place, the message can be delivered on that device. There is also the capability for the inmate to reply to the e-mail; this is done by the inmate writing on the paper form on which the e-mail was delivered. Bar codes on the preprinted form send the completed inmate message back to the original sender, reducing handling time by the staff.

(7) ICER

As also described in 5.37 – Security Features and General Operation – subsection 13, CenturyLink is pleased to offer the Department ICER™ - Inmate Inter-Communication Evaluation and Reporting system. We are partnering with JLG Technologies, a leading voice biometric analysis technology company.

After developing its Investigator Pro voice identification and crime investigation system now in place in 176 correctional facilities throughout the country, JLG furthered its research as a result of requests from corrections investigators to develop an automated way of identifying inmates who are illegally communicating with other inmates using the inmate telephone system. The result of this research and development effort is ICER.
Appendix 2 – Value Added Services

The Threat
Inmates have been, and continue to communicate with each other over the telephone systems that have been provided for their controlled contact with the outside world.

Until now, ITIC (short for Inmate-to-inmate phone communications) has essentially gone undetected because there was neither practical technology nor uniform networking capability to identify such communications. Following are highlights of the ITIC threat:

- Through a variety of methods, inmates are circumventing the inmate phone system at a particular facility to communicate with another inmate whether the other inmate is in a neighboring POD or in a facility in a different state and using a different inmate phone system.

  Inmates exploit conference bridges, services such as Skype, Google Voice and other kinds of modern telecommunications technology. In addition, they rely on called parties to bridge the calls, place three-way calls, or even put two speaker-phones in proximity to one another, so that inmates can talk to other inmates

- Until recently, ITIC incidents were only found when accidentally stumbled upon by correctional staff and incidents are now known to occur with much wider frequency than previously known. ICER has already identified more than 1,000 of these events.

- These ITIC communications have involved criminal activities including coordinating gang-related murders, drug trafficking, racketeering, as well as inmate disturbances at multiple correctional facilities around the country.

  Technology, Cooperation Between Inmate Telephone System providers, and Participating Nation-Wide Corrections Administrations are Joining to Reduce the Threat

Every day we learn from the news about instances of major crimes being solved because of the increasingly cooperative efforts of state and federal agencies that are now beginning to share case-critical data around the US and the world.

In the world of inmate phone calls, we are offering a new technology based on voice biometric analytics and a dedicated cooperative network provided through a consortium of inmate telephone system providers and JLG Technologies.

This combined effort will enable all participating corrections administrations throughout the country to receive specific and detailed information on a call-by-call basis when their inmates are using their phone systems to talk to each other – whether the calls are connected between different inmate telephone systems, between PODs in the same facility, or between inmates in facilities from Florida to California.
The more agencies that take part in the ICER network and share ICER data, the more ITIC calls that will get caught in the net and be reported.

* Inmate Telephone System providers who have joined the ICER Consortium to date includes Securus Technologies and CenturyLink. As of 3.25.14, PayTel Communications, ICSolutions, and GTL (Global Tel*Link) have signed letters of intent to join.

How ICER Works
ICER uses advanced voice analysis technology to generate a “call signature” — a representation of the call that does not involve any of the original audio — for each completed inmate telephone call.

Call signatures are then automatically encrypted and transmitted to the central data center at JLG Technologies headquarters in Framingham, MA for analysis. Because none of the original audio is used in a call signature, the ICER system is in full compliance with state laws regarding the transmission of call recordings.

Under normal operations, call signatures are created, transmitted, and received at the data center within seconds of each completed call. Upon arrival, the call signature is immediately analyzed and checked against other call signatures.

If an ITIC event is detected, it is logged in the ICER system database and investigators from the participating corrections administration are automatically alerted via email to log into the ICER system for the detailed report.

To protect certain elements of inmate data from being displayed to participating agencies, online consent by both parties must be gained before details of the full report are made available.

The ICER system doesn’t require correctional facilities to transmit audio files and each agency is always in complete control of the level of sensitivity of any data transferred.
**Appendix 2 – Value Added Services**

**ICER Event Report**

**Event Identified On:** Mar 11, 2014
10:14 pm (EDT)

An inmate inter-Communications Event has been detected involving an inmate at your facility. The details of which follows below:

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<th>SMITH, DAVID</th>
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<tbody>
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<td>End Time</td>
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</tr>
<tr>
<td>Time into Recording (in M.S)</td>
<td>55m:21s (261 sec)</td>
<td>03m:30s (210 sec)</td>
</tr>
<tr>
<td>Duration of Event (in M.S)</td>
<td>01m:22s (82 sec)</td>
<td>01m:22s (82 sec)</td>
</tr>
</tbody>
</table>

The above is a sample report showing data which investigators in two participating agencies will see once mutual viewing acceptance is granted.

Until mutual viewing acceptance is granted, investigators will only be able to see inmate call data for their own facility (either the right or left sides of the report) plus limited data on the inmate from the other facility. Where inmates are calling each other within their own facility (not shown), all data for both inmates will be displayed automatically.

While we view ICER as a significant contribution to detecting inmate inter-facility communication, participation of your administration and facility is voluntary and will be provided at no cost to your facility. The cost of this technology is born by the consortium of inmate telephone providers and JLG Technologies. We would be pleased to discuss ICER further with the Agency during contract discussions.
We have included a copy of the user's license that would grant permission to the Agency to participate in the nationwide ICER operations at the end of Appendix 2 – Value Added Services. The only prerequisite is completion of the attached JLG Technologies standard license form contained herein.

Where the ICER Network is Currently Operating?

ICER is currently operational in these states: CA, NH, FL, KS, and MD. Upon completion of the license agreement, the Agency's facilities will automatically be added to the network.

Customer Correctional Agencies Participating in the ICER ITIC Program:

- Kansas Department of Corrections (CenturyLink is contract holder)
- New Hampshire Department of Corrections (ICSolutions is contract holder)

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Appendix 2—Value Added Services

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CenturyLink: Page 11 of 12
Solidation #COR81453 - Inmate Telephone System & Service
West Virginia Division of Corrections
Submitted: July 16, 2014
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Exemption 1

Simultaneous call detection addresses the increasing issue of call merging, which is not detectable with traditional three-way detection methods (there is no silence, line energy, or DTMF tones to detect). An example of this is the "merge call" feature on iPhones.

To combat this problem, the Enforcer checks for a current active connection to the same number during call setup. If another active connection is detected, the system is able to block the second call before dialing out, notifying the inmate that "this call cannot be completed at this time".

The system will count all current connections to a number to let authorized users know how many inmates were connected on the same call.

All numbers in the Global Numbers table (e.g. attorneys) are exempt from this feature by default, but can be included if desired. Most customers, however, want to allow these calls and mark them for investigative purposes.

This feature is targeted for completion in 3rd quarter 2014.
Exemption 2

#1 – Call Validation
The first line of defense occurs at call validation – this is the typical approach we understand is taken by providers who provide call forwarding detection.\(^1\) CenturyLink has identified specific operating carriers (that we identify by their Operating Company Numbers “OCNs”) known to primarily provide, or are primarily used by call forwarding services such as Vumber, Google Voice, Conceallhome, etc.

Combined with our knowledge of these services’ updating rules for the Line Information Database (LIDB) unique billing name and address verification (BNA) process for prepaid collect customers, this information provides rules-based methods for blocking call forwarding services. *Note: blocking of any telephone numbers must occur in partnership with the Agency as law enforcement; although we believe some providers do block without explicit consent of / direction from law enforcement this policy risks adverse action by the Federal Communications Commission.*

#2 – Network querying
The second line occurs through querying network information. The Public Switched Telephone Network (PSTN) utilizes the Signaling System Number # 7 (SS7) protocol for interoffice signaling. The primary function of SS7 is to provide call control, remote network management, and maintenance capabilities for the inter-office telephone network. SS7 performs these functions by exchanging control messages between SS7 telephone exchanges (signaling points or SPs) and SS7 signaling transfer points (STPs). In this scenario, the terminating exchange would pass a message to the originating exchange that the terminating number was forwarded to another destination.

A similar message exists in a SIP-enabled telephony network. Message Type 181 indicates that the call is being forwarded and this message can be returned to the origination carrier. However, with the increasing shift from TDM to IP network interconnections for the termination of voice traffic, the signaling that previously alerted a network that a call is being forwarded is being received by the originating party with less frequency. Proper ISUP to SIP mapping must be enforced at the point of conversion from SS7 signaling to SIP signaling in order for a Voice over IP trunk connection to reliably receive 181 SIP messages indicating a forwarded call.

Below is the mapping that must take place:

<table>
<thead>
<tr>
<th>ISUP event code</th>
<th>SIP response</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Call forward; line busy</td>
<td>181 Call is being forwarded</td>
</tr>
<tr>
<td>5 Call forward; no reply</td>
<td>181 Call is being forwarded</td>
</tr>
<tr>
<td>6 Call forward; unconditional</td>
<td>181 Call is being forwarded</td>
</tr>
</tbody>
</table>

\(^1\) Some providers check billing address against the called party number at the time a prepaid collect account is established (all call forwarding services require use of prepaid collect billing). CenturyLink does not take this approach due to the risk of human error and potential need to refund accounts.
While certain carriers adhere to the above mapping rules, it is not universal across all carriers and as such the receipt of 181 messaging would require a call termination plan that only routes calls through carriers that are verified as SIP 181 compliant. Additionally, not all terminating switches are capable of supporting the ISUP to SIP message mapping and as such full coverage will be difficult to achieve. SIP by itself does not define the rules or features; rather, its focus is call-setup and signaling.

Once these 181 messages are received by the IPS, it can interpret and trigger appropriate events in the platform. Based on defined and implemented business rules the System can be configured to take the below action when Message Type 181 is returned from the SIP network.

- Allow the call to continue and make a notation on the call record
- Allow the call to continue, make a notation on the call record and send an alert to a designated Agency staff member
- Notify the inmate and disconnect the call, making a notation on the call record
- Disconnect the call and make a notation on the call record
Exemption 3

West Virginia Division of Corrections

Secondary Site (San Antonio)

Redundant network, power, and servers

CenturyLink and Redundant Carrier Voice Networks ("SIP")

CenturyLink Secure IP Network

CenturyLink Secure IP Network

WV DOC dedicated bandwidth

Primary Site (Atlanta)

Redundant network, power, and servers

Redundant network, power, and servers

Database Servers

RAID Storage Units

Cut/Print Stations

Redundant network, power, and servers

Friends and Family

Legend

Secure IP Network Links
DIA SIP Network
Dedicated Internet Access
PSTN calls to Friends and Family
Admin Setup Only Report

<table>
<thead>
<tr>
<th>Inmate Id</th>
<th>Inmate Name</th>
<th>Facility</th>
<th>Number</th>
<th>Call Start Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLARD, JOHN</td>
<td></td>
<td></td>
<td>160308328167</td>
<td>01/31/11 20:42</td>
</tr>
<tr>
<td>ALLARD, JOHN</td>
<td></td>
<td></td>
<td>160373241824</td>
<td>01/31/11 21:23</td>
</tr>
<tr>
<td>AMBROSE, GREGORY</td>
<td></td>
<td></td>
<td>16037767194</td>
<td>01/30/11 16:16</td>
</tr>
<tr>
<td>AMELL, JOSHUA</td>
<td></td>
<td></td>
<td>160339861369</td>
<td>01/31/11 15:06</td>
</tr>
<tr>
<td>ARCHULETA, CROSDEN</td>
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<td></td>
<td>160331864724</td>
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<td>BEACH, JAMES</td>
<td></td>
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<td>160349348721</td>
<td>01/30/11 18:39</td>
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<tr>
<td>BENOVIT, CHRISTOPHER</td>
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<td></td>
<td>16034825558</td>
<td>02/04/11 18:23</td>
</tr>
<tr>
<td>BERWICK, DANIEL</td>
<td></td>
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<td>16033383331</td>
<td>02/04/11 13:24</td>
</tr>
<tr>
<td>CASANOVA, JUAN</td>
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<td>1/8725635906</td>
<td>12/29/11 17:51</td>
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<td></td>
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<td>02/01/11 08:42</td>
</tr>
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<td>16033835364</td>
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<tr>
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<td>16173861370</td>
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<td></td>
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Attorney Registration Status Report

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<tr>
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<th>Total</th>
<th>PCT</th>
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<tbody>
<tr>
<td>Approved</td>
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<td>235</td>
<td>12</td>
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<tr>
<td>Pending Approval</td>
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<td>Rejected</td>
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<td>73</td>
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Total 90
### Call Detail Report

<table>
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<th>Call Start</th>
<th>Dialed Number</th>
<th>Completion Code</th>
<th>Due</th>
<th>Alert</th>
<th>Call Type</th>
<th>Trunk Type</th>
<th>Total Seconds</th>
<th>Failed Time</th>
<th>Cost</th>
<th>Incurred ID</th>
<th>Last Name</th>
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<td>1-608-504-5309</td>
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Debit Activity Report

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## Volume Users Report

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<tr>
<th>Site Name</th>
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<td>Contract Awarded</td>
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<td>Mon 8/11/14</td>
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<td>2</td>
<td>Estimated start date</td>
<td>1 day</td>
<td>Mon 8/11/14</td>
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<td>3</td>
<td>Conference Call between CenturyLink personnel and WV personnel to Verify Critical RFP Data</td>
<td>0.24 days</td>
<td>Wed 8/13/14</td>
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<tr>
<td>4</td>
<td>WV Contact Names, Titles, and Phone Numbers</td>
<td>10 mins</td>
<td>Wed 8/13/14</td>
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<tr>
<td>5</td>
<td>Verify Physical Addresses of All Facilities and Shipping/Delivery Policies</td>
<td>5 mins</td>
<td>Wed 8/13/14</td>
<td></td>
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<tr>
<td>6</td>
<td>Verify phone location and phone count</td>
<td>5 mins</td>
<td>Wed 8/13/14</td>
<td></td>
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<td>7</td>
<td>Breakdown of traffic (local versus LD, collect versus debit versus prepaid)</td>
<td>5 mins</td>
<td>Wed 8/13/14</td>
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<td>8</td>
<td>Verify rate information</td>
<td>5 mins</td>
<td>Wed 8/13/14</td>
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<td>9</td>
<td>Scheduling Constraints (beginning and end dates, site priorities and constraints)</td>
<td>5 mins</td>
<td>Wed 8/13/14</td>
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<td>10</td>
<td>PIN/PAN usage and format</td>
<td>5 mins</td>
<td>Wed 8/13/14</td>
<td></td>
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<tr>
<td>11</td>
<td>Discuss training and who needs trained</td>
<td>10 mins</td>
<td>Wed 8/13/14</td>
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<tr>
<td>12</td>
<td>Connectivity and who needs access to the system</td>
<td>10 mins</td>
<td>Wed 8/13/14</td>
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<td>13</td>
<td>Allowed calling duration</td>
<td>5 mins</td>
<td>Wed 8/13/14</td>
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<tr>
<td>14</td>
<td>System On and Off Times</td>
<td>5 mins</td>
<td>Wed 8/13/14</td>
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<td>15</td>
<td>Desired Quantity and Location of new Phones</td>
<td>5 mins</td>
<td>Wed 8/13/14</td>
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<td>16</td>
<td>Existing workstation - to be interfaced with Enforcer platform (quantity and location)</td>
<td>5 mins</td>
<td>Wed 8/13/14</td>
<td></td>
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<tr>
<td>17</td>
<td>WV data files (blocked, free numbers, speed dial numbers, privileged call list, etc)</td>
<td>10 mins</td>
<td>Wed 8/13/14</td>
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<tr>
<td>18</td>
<td>Schedule and coordinate access for the Site Surveys</td>
<td>10 mins</td>
<td>Wed 8/13/14</td>
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<tr>
<td>19</td>
<td>Scheduled work hours and discuss dates not allowed in facilities</td>
<td>10 mins</td>
<td>Wed 8/13/14</td>
<td></td>
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<tr>
<td>20</td>
<td>Identify specific site names to be announced during call</td>
<td>5 mins</td>
<td>Wed 8/13/14</td>
<td></td>
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<tr>
<td>21</td>
<td>Site Survey</td>
<td>5.72 days</td>
<td>Mon 8/18/14</td>
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<td>22</td>
<td>CenturyLink’s Implementation team will complete a detailed inspection and develop a inventory list of equipment, phones, enclosures, pedestals, cabling, wiring, material, etc. that will need to be ordered. Will note any repairs or hazards.</td>
<td>5.72 days</td>
<td>Mon 8/18/14</td>
<td></td>
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<tr>
<td>23</td>
<td>Martinsburg Correctional Center - 38 Grapevine Rd - Martinsburg - 120 Inmates</td>
<td>1.5 hrs</td>
<td>Mon 8/18/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>approx 177 miles - 3 hrs 4 mins to Grafton</td>
<td>3.25 hrs</td>
<td>Mon 8/18/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Pruntytown Correctional Center - Rt 4, Box 49A - Grafton - 369 Inmates</td>
<td>2 hrs</td>
<td>Mon 8/18/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>approx 36 miles - 51 mins to Industrial</td>
<td>1 hr</td>
<td>Mon 8/18/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Salem Correctional Center - 7 Industrial Blvd - Industrial - 400 Inmates</td>
<td>2 hrs</td>
<td>Tue 8/19/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Approx 97 miles - 1 hr 48 mins to Huttonsville</td>
<td>2 hrs</td>
<td>Tue 8/19/14</td>
<td></td>
<td></td>
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<tr>
<td>29</td>
<td>Huttonsville Correctional Center - 1236 Fifth Avenue - Huttonsville - 1136 Inmates</td>
<td>2.5 hrs</td>
<td>Tue 8/19/14</td>
<td></td>
<td></td>
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<tr>
<td>30</td>
<td>Drive to Work Camp</td>
<td>0.25 hrs</td>
<td>Tue 8/19/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Work Camp - Huttonsville - US Rt. 250 South - Huttonsville - 66 Inmates</td>
<td>1 hr</td>
<td>Tue 8/19/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>approx 57 miles - 1 hr 16 mins to Hillsboro</td>
<td>1.5 hrs</td>
<td>Tue 8/19/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Denmar Correctional Center - HC 84-Box 125 - Hillsboro - 216 Inmates</td>
<td>1.5 hrs</td>
<td>Wed 8/20/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>approx 59 miles - 52 mins to White Sulphur Springs</td>
<td>1 hr</td>
<td>Wed 8/20/14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Anthony Correctional Center - HC 70, Box N-1, White Sulphur Springs - 220 Inmates</td>
<td>1.5 hrs</td>
<td>Wed 8/20/14</td>
<td></td>
<td></td>
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<tr>
<td>36</td>
<td>approx 58 miles - 56 mins to Beckley</td>
<td>1 hr</td>
<td>Wed 8/20/14</td>
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<tr>
<td>37</td>
<td>Beckley Correctional Center - 111 S. Eisenhower Drive, Beckley - 137 Inmates</td>
<td>1.5 hrs</td>
<td>Wed 8/20/14</td>
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<td>38</td>
<td>approx 46 miles - 1 hr 3 mins to Mount Olive</td>
<td>1.25 hrs</td>
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<td>ID</td>
<td>Task Name</td>
<td>Duration</td>
<td>Start</td>
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<tr>
<td>109</td>
<td>Northern Correctional Facility - 112 Northern Regional Correctional Drive -</td>
<td>2 days</td>
<td>Fri 10/31/1</td>
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<td></td>
<td>Moundeville - 253 Inmates - Team 2</td>
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<td>110</td>
<td>approx 11 miles - 17 mins to Wheeling</td>
<td>0.5 hrs</td>
<td>Mon 11/3/1</td>
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<td>111</td>
<td>Ohio County Correctional Complex - 1501 Eoff Street - Wheeling - 66 Inmates -</td>
<td>2 days</td>
<td>Tue 11/4/1</td>
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<td></td>
<td>Team 2</td>
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<td>112</td>
<td>System Configuration, Testing and Cutover of the WV Facilities</td>
<td>22.78</td>
<td>Mon 10/6/1</td>
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<td>113</td>
<td>Network Testing (verify facilities available and working, internet access working, and IP address assignment)</td>
<td>10 mins</td>
<td>Mon 10/6/1</td>
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<td>114</td>
<td>Convert and Load Data Files into New Platforms - PINS, PANs, globally allowed numbers, globally denied numbers, local calling areas, rate tables</td>
<td>10 mins</td>
<td>Mon 10/6/1</td>
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<td>115</td>
<td>Configure Software in New ITS Platform - System Prompts, 3 way detect/disconnect, system on/off times, remote alert numbers, trunking selection and priorities by call type, validation cache time frame</td>
<td>30 mins</td>
<td>Mon 10/6/1</td>
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<tr>
<td>116</td>
<td>Identify system users and assign user names/passwords and roles</td>
<td>10 mins</td>
<td>Mon 10/6/1</td>
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<tr>
<td>117</td>
<td>System Testing</td>
<td>5 mins</td>
<td>Mon 10/6/1</td>
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<td>118</td>
<td>Cutover of System</td>
<td>30 mins</td>
<td>Mon 10/6/1</td>
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<td>119</td>
<td>Identify each phone and verify ports</td>
<td>2 hrs</td>
<td>Mon 10/6/1</td>
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<tr>
<td>120</td>
<td>System Checks</td>
<td>10 mins</td>
<td>Mon 10/6/1</td>
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<td>121</td>
<td>On-Site Training - Will verify users can sign on and provide basic information</td>
<td>1 hr</td>
<td>Mon 10/6/1</td>
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<td>122</td>
<td>Martinsburg Correctional Center - 38 Grapevine Rd - Martinsburg - 120 Inmates -</td>
<td>2 days</td>
<td>Mon 10/6/1</td>
<td></td>
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<tr>
<td></td>
<td>Team 1</td>
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<tr>
<td>123</td>
<td>approx 177 miles - 3 hrs 4 mins to Grafton</td>
<td>3.25 hrs</td>
<td>Tue 10/7/1</td>
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<tr>
<td>124</td>
<td>Prunytown Correctional Center - Rt 4, Box 40A - Grafton - 369 Inmates - Team 1</td>
<td>4 days</td>
<td>Wed 10/8/1</td>
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<tr>
<td>125</td>
<td>approx 38 miles - 51 mins to Industrial</td>
<td>1 hr</td>
<td>Mon 10/13/1</td>
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<tr>
<td>126</td>
<td>Salem Correctional Center - 7 Industrial Blvd - Industrial - 400 Inmates - Team 1</td>
<td>3 days</td>
<td>Tue 10/14/1</td>
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<tr>
<td>127</td>
<td>Approx 97 miles - 1 hr 48 mins to Huttonsville</td>
<td>2 hrs</td>
<td>Thu 10/16/1</td>
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<td>128</td>
<td>Huttonsville Correctional Center - 1238 Fifth Avenue - Huttonsville - 1136 Inmates - Team 1</td>
<td>5 days</td>
<td>Fri 10/17/1</td>
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<tr>
<td>129</td>
<td>Drive to Work Camp</td>
<td>2 hrs</td>
<td>Fri 10/24/1</td>
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<td>130</td>
<td>Work Camp - Huttonsville - US Rt. 250 South - Huttonsville - 66 Inmates - Team 1</td>
<td>2 days</td>
<td>Fri 10/24/1</td>
<td></td>
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<tr>
<td>131</td>
<td>approx 57 miles - 1 hr 16 mins to Hillsboro</td>
<td>1.5 hrs</td>
<td>Mon 10/27/1</td>
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<tr>
<td>132</td>
<td>Denmar Correctional Center -HC 84-Box 125 - Hillsboro - 216 Inmates - Team 1</td>
<td>3 days</td>
<td>Tue 10/28/1</td>
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<tr>
<td>133</td>
<td>approx 39 miles - 52 mins to White Sulphur Springs</td>
<td>1 hr</td>
<td>Thu 10/30/1</td>
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<td>134</td>
<td>Anthony Correctional Center - HC 70, Box N-1, White Sulphur Springs - 220 Inmates - Team 1</td>
<td>2 days</td>
<td>Fri 10/31/1</td>
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<tr>
<td>135</td>
<td>approx 58 miles - 56 mins to Beckley</td>
<td>1 hr</td>
<td>Mon 11/3/1</td>
<td></td>
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<tr>
<td>136</td>
<td>Beckley Correctional Center - 111 S. Eisenhower Drive, Beckley - 137 Inmates - Team 1</td>
<td>2 days</td>
<td>Tue 11/4/1</td>
<td></td>
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<tr>
<td>137</td>
<td>Mt Olive Correctional Complex - 1 Mountainlade Way, Mt Olive - 1078 Inmates - Team 2</td>
<td>5.5 days</td>
<td>Mon 10/9/1</td>
<td></td>
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<tr>
<td>138</td>
<td>Drive to work camp outside fence - 5 mins</td>
<td>0.25 hrs</td>
<td>Mon 10/13/1</td>
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<tr>
<td>139</td>
<td>Stylton Work Camp - 1 Mountainlade Way, Mt Olive - 50 Inmates - Team 2</td>
<td>1.5 days</td>
<td>Mon 10/13/1</td>
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<tr>
<td>140</td>
<td>approx 36 miles - 50 mins to Charleston</td>
<td>1 hr</td>
<td>Tue 10/14/1</td>
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**Project: West Virginia Department of Corrections / CenturyLink**

**Date: Sat 7/12/14**
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<th>Duration</th>
<th>Start</th>
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<tr>
<td>141</td>
<td>Charleston Correctional Center - 607 Brooks Street, Charleston - 86 Inmates - Team 2</td>
<td>2 days</td>
<td>Wed 10/15/1-</td>
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<td>142</td>
<td>approx 53 miles - 54 mins to Huntington</td>
<td>1 hr</td>
<td>Fri 10/17/1-</td>
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<tr>
<td>143</td>
<td>Huntington Work Release Center - Huntington - 68 Inmates - Team 2</td>
<td>2 days</td>
<td>Fri 10/17/1-</td>
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<td>144</td>
<td>approx 54 miles - 1 hr 15 mins to West Columbia</td>
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<td>Site Investigators Training</td>
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West Virginia Divis  
YTD Summary

**NOTE:** Numbers are illustrative only and are not intended to reflect actual volumes.

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### Commission Statement

**October 2014**

#### Commission Percentage:
0.1%

#### Total Commission:
$13.73

**NOTE:** Numbers are rounded to the nearest dollar and are not intended to reflect actual volumes.

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## West Virginia Department of Corrections / CenturyLink Inmate Telephone System and Service Implementation Plan

| ID | Task Name | Duration | Start | Finish | Weekly Production | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|----|-----------|----------|-------|--------|------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1  | Contract Awarded | 0.24 days | Wed 07/13/14 | Wed 08/13/14 | 8/11  | 8/11 |
| 2  | Estimated start date | 1 day | Mon 01/14 | Mon 01/14 | | | | | | | | | | | | |
| 3  | Conference Call between CenturyLink personnel and WV personnel to verify Critical RFP Data | 0.24 days | Wed 07/13/14 | Wed 08/13/14 | 8/11  | 8/11 |
| 4  | WV Contact Names, Titles, and Phone Numbers | 10 mins | Wed 07/13/14 | Wed 07/13/14 | 2FS+1 day | | | | | | | | | | | | |
| 5  | Verify Physical Addresses of All Facilities and Shipping/ Delivery Policies | 5 mins | Wed 07/13/14 | Wed 07/13/14 | 4 | | | | | | | | | | | | |
| 6  | Verify phone location and phone count | 5 mins | Wed 07/13/14 | Wed 07/13/14 | 4 | | | | | | | | | | | | |
| 7  | Breakdown of traffic (local versus LD, collect versus debit versus prepaid) | 5 mins | Wed 07/13/14 | Wed 07/13/14 | 6 | | | | | | | | | | | | |
| 8  | Verify rate information. | 5 mins | Wed 07/13/14 | Wed 07/13/14 | 7 | | | | | | | | | | | | |
| 9  | Scheduling Committee (beginning and end dates, site priorities and constraints) | 5 mins | Wed 07/13/14 | Wed 07/13/14 | 8 | | | | | | | | | | | | |
| 10 | PRI/PABN usage and format | 5 mins | Wed 07/13/14 | Wed 07/13/14 | 8 | | | | | | | | | | | | |
| 11 | Discuss training and who needs trained | 10 mins | Wed 07/13/14 | Wed 07/13/14 | 10 | | | | | | | | | | | | |
| 12 | Connect by and who needs access to the System | 10 mins | Wed 07/13/14 | Wed 07/13/14 | 11 | | | | | | | | | | | | |
| 13 | Allowing calling duration | 5 mins | Wed 07/13/14 | Wed 07/13/14 | 12 | | | | | | | | | | | | |
| 14 | System On and Off Times | 5 mins | Wed 07/13/14 | Wed 07/13/14 | 13 | | | | | | | | | | | | |
| 15 | Desired Quantity and Location of new Phones | 5 mins | Wed 07/13/14 | Wed 07/13/14 | 14 | | | | | | | | | | | | |
| 16 | Existing workstations - to be interfaced with Onboard platform (quantity and location) | 5 mins | Wed 07/13/14 | Wed 07/13/14 | 15 | | | | | | | | | | | | |
| 17 | WV date fried (dial tone, tree numbers, speed dial numbers, speed dial out fat, etc) | 10 mins | Wed 07/13/14 | Wed 07/13/14 | 16 | | | | | | | | | | | | |
| 18 | Schedule and coordinate access for the Site Surveys | 10 mins | Wed 07/13/14 | Wed 07/13/14 | 17 | | | | | | | | | | | | |
| 19 | Schedule week hours and discuss dates not allowed in facilities | 10 mins | Wed 07/13/14 | Wed 07/13/14 | 18 | | | | | | | | | | | | |
| 20 | Identify specific site names to be evacuated during call | 5 mins | Wed 07/13/14 | Wed 07/13/14 | 19 | | | | | | | | | | | | |
| 21 | Site Survey | 6.72 days | Mon 08/14 | Mon 08/25/14 | | | | | | | | | | | | |
| 22 | CenturyLink's implementation team will complete a detailed inspection and develop a hardware list of equipment, phone, endovas, pedestals, cabling, wiring, material, etc. that will need to be ordered. Will note any repairs or hazards. | 5.72 days | Mon 08/14 | Mon 08/25/14 | | | | | | | | | | | | |

### Martinsburg Correctional Center - 38 Gypsum Rd - Martinsburg - 120 inmates

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### Pennslyvania: Correctional Center - 86 4th Ave - Grafton - 30 inmates

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### Salem Correctional Center - 7 Industrial Blvd - Industrial 400 inmates

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### Huttonsville Correctional Center - 1286 First Avenue - Huttonsville - 1130 inmates

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### Work Camp - Huttonsville - US Rd 250 South - Huttonsville - 65 inmates

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<td>Thu 08/14</td>
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### Day Lake Correctional Center - 86 Box 129 - Hillsboro - 210 inmates

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<td>1 1/2 hrs</td>
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<tr>
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<td>Tue 08/14</td>
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### Anthony Correctional Center - 700 US Rd 1 - White Sulphur Springs - 220 inmates

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### Buckeye Correctional Center - 111 B. Eleanor Drive, Buckeye - 137 inmates

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### Approx 46 miles - 1 hr 3 mins to Mount Olive

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**Prev: West Virginia**

**Date: Set 7/12/14**

**Next:**

**Task:**

- Critical Task
- Non-Critical Task
- Summary

**Progress:**

- Retired Up Critical Task
- Retired Up Non-Critical Task
- Retired Up Summary

**External Tasks:**

- Critical Task
- Non-Critical Task
- Summary

**Project Summary:**

- Progress

---

**Page 1**

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<td>Drive to work camp outside fence - 5 mins</td>
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<tr>
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<td>Fri 8/22/14</td>
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System Requirements Review and Finalize System Design

- Review site survey with Staff and resolve any outstanding issues
- Design ITC System (8 of phone ports, trunk, workstations, storage capacity, features, etc.)
- Define number of IP addresses needed
- Finalize Implementation Plan with WV
  - Via email or conference call to obtain approval of installation of equipment and software system
- Order Equipment and Services
  - Order ICS Equipment (not delivery date)
  - Order ICS Equipment and more equipment
  - Order Access
- Request/Process Critical Information
  - Request that System Data be Provided By The Incumbent (PINs, PAs, blocked numbers, attorney numbers, free numbers, etc.)
  - Identify local calling areas for billing purposes
  - Identify dialing rules (local versus inter-LATA versus inter-LATA versus inter-Base)
  - Obtain ID Sub.00 for ICS processing
  - Obtain list of WV Staff users and access levels

Delivery of Equipment To Sites
- ICS Equipment Arrives at Sites (Project Mgr confirms where site has stored equipment)
- Intersites Phones and Hardware Arrives at Sites (Project Mgr confirms where site has stored equipment)
- Network CPE Arrives at Sites (Typically brought by CPE Tech or ITS Vendor)
### West Virginia Department of Corrections / CenturyLink Inmate Telephone System and Service Implementation Plan

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West Virginia Division of Corrections
Collect and Prepaid

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NOTE: Numbers are rounded to the nearest full number and do not balance in total column values.