| **Title of Position:** VP Field Operations |
| --- | --- |
| Specify the approximate number of hours this person is proposed for services | Mr. Schindler is on the escalation list for all operational issues and will be available, when needed. |

| **Title of Position:** Director, Sales |
| --- | --- |
| **Name of Person:** Tillman Mosley |
| **Educational Degree(s):** include college or university, major, and dates | B.S. Marketing and Information Systems, Central State University, Wilberforce, Ohio (1983) |
| **Specialized Training Completed. Include dates and documentation of completion:** | • Technical Platform Training, Mobile, AL (2000)  
• CAM Technical Platform Training, Evercom, Houston, TX (2001)  
• VAC Technical Platform Training, Value Added Communications, Plano, TX (2004, 2006) |
| **# of years’ experience in area of service proposed to provide:** | 28 years |
| **Describe person’s relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships** | Employee of ShawnTech 16 years. |
| **Describe this person’s responsibilities over the past 12 months.** | Mr. Mosley has overseen the planning and directing of core account sales activities for ShawnTech Communications, Inc, which entails all vendor negotiations, contractual obligations, developing presentations for clients and partners, conducting market analysis and devising strategies for sales retention. |
| **Previous employer(s), positions, and dates** | Northwestern Mutual Life  
• 1983-1995 – IT Related positions – Senior Systems Consultant |
| **Identify specific information about experience in:** | Clearly identify the experience, provide dates, describe the person’s role and extent of involvement in the experience |
| **Customer Service with Pre-Paid Called Parties** |  

---

**Missouri DOC RFP No. B2Z11019 for an Offender Telephone System**

© 2011 Securus Technologies, Inc. All rights reserved.
### Title of Position: Director, Sales

| Monitoring and Review of Offender Phone Calls | Mr. Mosley has hands-on experience with previous installations at the State of Missouri, and has assisted in the role of Project and Implementation Manager on similar type installations.  
Implementing and Maintaining Offender Telephone Systems | Mr. Mosley has performed repair and maintenance on inmate call control systems, conducted site surveys and mapping activities, and assisted in conducting preventative maintenance visits. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffing Methodology</td>
<td>Mr. Mosley’s role in this contract will be to continue his responsibilities as Director of Sales, which will include cultivating client/partner relationships and ensuring that all contractual obligations are on target and being met.</td>
</tr>
<tr>
<td>Specifying the approximate number of hours this person is proposed for services</td>
<td>Mr. Mosley is available on a 24 x 7 x 365, as needed.</td>
</tr>
</tbody>
</table>

### Title of Position: Technical Support Manager

<table>
<thead>
<tr>
<th>Name of Person:</th>
<th>Virgil Chenoweth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Degree(s): include college or university, major, and dates</td>
<td></td>
</tr>
</tbody>
</table>
22.5 Years in the Air Force with schooling in premise telephone equipment, cable, fiber, electro/mechanical and digital telephone switching installation, maintenance and repair.  
Inmate Equipment Manufacture Training includes Magnasync, Converse, GTL, Evercom (Securus), VAC, T-Netix and ICSolutions. Mr. Chenoweth has broad background in telecommunications and has worked with a variety of inmate telephone equipment and service providers. This experience provides a unique capability |
| Specialized Training Completed. Include dates and documentation of completion: |  
- 22.5 Years in the Air Force with schooling in premise telephone equipment, cable, fiber, electro/mechanical and digital telephone switching installation, maintenance and repair.  
- Inmate Equipment Manufacture Training includes Magnasync, Converse, GTL, Evercom (Securus), VAC, T-Netix and ICSolutions. Mr. Chenoweth has broad background in telecommunications and has worked with a variety of inmate telephone equipment and service providers. This experience provides a unique capability |
**Title of Position:** Technical Support Manager

<table>
<thead>
<tr>
<th>Experience Provided</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>To work seamlessly with both the incumbent and a new vendor.</td>
<td></td>
</tr>
<tr>
<td>- Digital Voice Logger Technician, Comverse</td>
<td></td>
</tr>
<tr>
<td>- Installation and Service of DVLs, 1995</td>
<td></td>
</tr>
<tr>
<td>- Inform/Sentry Technician, Magnasync, Installation and Service of Inform/Sentry Call Control, 1996</td>
<td></td>
</tr>
<tr>
<td>- Laserphone Technician, Global Tel*Link, Installation and Service of Laserphone, 1997</td>
<td></td>
</tr>
<tr>
<td>- CAM Technician, Evercom, Installation and Service of Call Access Manager, 2001</td>
<td></td>
</tr>
<tr>
<td>- System 50/70/100 Technician, Value-Added Communications, Installation and service of the System 50/70/100 Call Control, 2003</td>
<td></td>
</tr>
<tr>
<td>- Enforcer, ICSolutions, Installation and Maintenance of the Enforcer Call Control, 2007</td>
<td></td>
</tr>
<tr>
<td>- CCNA, Cisco, Cisco Certified Network Associate, 2009</td>
<td></td>
</tr>
<tr>
<td>- Investigator Pro, JLG Technologies, LLC,</td>
<td></td>
</tr>
<tr>
<td>- Voice-Identity Corrections Security Systems, 2010</td>
<td></td>
</tr>
</tbody>
</table>

| # of years' experience in area of service proposed to provide: | 40 years |
| Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships | Employee of ShawnTech 17 years. |
| Describe this person's responsibilities over the past 12 months. | Mr. Chenoweth is the Technical Support Manager for ShawnTech's Department of Corrections Inmate Telephone Systems (ITS). Mr. Chenoweth is responsible for the installation, management and maintenance of the ITS. He works with the customers to ensure a smooth transition of systems and minimal disruption of daily site activities. Mr. Chenoweth provides technical support and assistance to the field organizations. |
| Previous employer(s), positions, and dates | Tipler Construction - Assistant Manager 1.5 years |
| | Raven Industries – Line Supervisor 1.5 years |
| | US Air Force – Installer to Management, Telephone systems 22.5 years |
| Identify specific information about experience in: | Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience |
| Customer Service with Pre-Paid Called Parties | |
### Monitoring and Review of Offender Phone Calls

Mr. Chenoweth provides overall system and equipment support to the field organizations. In addition, Mr. Chenoweth has performed project management and transition management responsibilities on major cutover projects.

### Implementing and Maintaining Offender Telephone Systems

Mr. Chenoweth will continue with his current responsibilities in providing overall system and equipment support to the field engineers. In addition, Mr. Chenoweth will assist on any project cutover activities that are required.

### Staffing Methodology

**Describe the person's planned duties/role proposed herein:**

At installation, full time. Thereafter, on call 24/7 as needed.
Guarded Exchange, LLC

<table>
<thead>
<tr>
<th>Title of Position: Operations Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Person: Sheryl Folkert</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Educational Degree(s): include college or university, major, and dates</th>
<th>Sheryl Folkert</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Bachelor of Science – Accounting (1992) – CSC</td>
<td></td>
</tr>
<tr>
<td>• Bachelor of Science – Business Management (1992) – CSC</td>
<td></td>
</tr>
<tr>
<td>• Bachelor of Science – Information Technology (2003) – UoP</td>
<td></td>
</tr>
<tr>
<td>• Masters Information Technology (2005) – UoP</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Specialized Training Completed. Include dates and documentation of completion:</th>
<th>Sheryl Folkert</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Mastering the Big 5 – 2010</td>
<td></td>
</tr>
<tr>
<td>• Missouri State Real Estate License – 1993</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># of years experience in area of service proposed to provide:</th>
<th>Sheryl Folkert</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 years</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Describe person’s relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships</th>
<th>Sheryl Folkert</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Describe this person’s responsibilities over the past 12 months.</th>
<th>Sheryl Folkert</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Manages call center operations staffing, Account Management commitments, budget, forecasted hours versus actual hours and payroll</td>
<td></td>
</tr>
<tr>
<td>• Oversees and manages Call Center KPIs such as: Quality, Staffing, and Service Levels</td>
<td></td>
</tr>
<tr>
<td>• Analyzes data for trends in call patterns, product variability, turnover, hiring etc.</td>
<td></td>
</tr>
<tr>
<td>• Manages Call Center daily and monthly operating metrics within budgeted expense parameters</td>
<td></td>
</tr>
<tr>
<td>• Produces monthly operating reports detailing center activity, trend analysis, goals/objectives status and special projects</td>
<td></td>
</tr>
<tr>
<td>• Accountable for the information conveyed to clients</td>
<td></td>
</tr>
<tr>
<td>• Develops/Manages/Maintains employee productivity goals against departmental standards</td>
<td></td>
</tr>
<tr>
<td>• Oversees center wide human resource recruiting, training, development and retention</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous employer(s), positions, and dates</th>
<th>Sheryl Folkert</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Self-employed contractor – 2005 - 2006</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Identify specific information about experience in:</th>
<th>Sheryl Folkert</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Service with Pre-Paid Called Parties</td>
<td></td>
</tr>
</tbody>
</table>
### Title of Position: Operations Manager

<table>
<thead>
<tr>
<th>Monitoring and Review of Offender Phone Calls</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Support</td>
<td></td>
</tr>
<tr>
<td>Implementing and Maintaining Offender Telephone Systems</td>
<td></td>
</tr>
</tbody>
</table>

#### Staffing Methodology

Describe the person's planned duties/role proposed herein:

Specify the approximate number of hours this person is proposed for services:

### Title of Position: Project Manager

<table>
<thead>
<tr>
<th>Name of Person:</th>
<th>Steve Schneider</th>
</tr>
</thead>
</table>
| Educational Degree(s): include college or university, major, and dates | University of Central Missouri 1983
- BA in Computer Science and Mathematics |
| Specialized Training Completed. Include dates and documentation of completion: | None |
| # of years experience in area of service proposed to provide: | 17 yrs |
| Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships | None |
| Describe this person's responsibilities over the past 12 months. | Executive Management of 2 call centers |
| Previous employer(s), positions, and dates |  |
| Identify specific information about experience in: | Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience |
| Customer Service with Pre-Paid Called Parties | None |
| Monitoring and Review of Offender Phone Calls | - Work included customer service and support for Medicare/Medicaid members and providers. |
| Technical Support | - Customer support for financial institutions. |
| Implementing and Maintaining Offender Telephone Systems | - Verification and Audit work of customer service calls |
### Staffing Methodology

<table>
<thead>
<tr>
<th>Title of Position: Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staffing Methodology</strong></td>
</tr>
<tr>
<td>Describe the person’s planned duties/role proposed herein:</td>
</tr>
<tr>
<td>Specify the approximate number of hours this person is proposed for services</td>
</tr>
</tbody>
</table>

### Title of Position: Quality Assurance Manager

<table>
<thead>
<tr>
<th>Name of Person:</th>
<th>Sue Tennenbaum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Degree (s): include college or university, major, and dates</td>
<td></td>
</tr>
<tr>
<td>Specialized Training Completed. Include dates and documentation of completion:</td>
<td>Quality training with Six Sigma - 2004</td>
</tr>
<tr>
<td># of years experience in area of service proposed to provide:</td>
<td>14 years</td>
</tr>
<tr>
<td>Describe person’s relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships</td>
<td>None</td>
</tr>
<tr>
<td>Describe this person’s responsibilities over the past 12 months.</td>
<td>Monitoring of live and recorded calls, verification of sales for quality for Fortune 500 clients Manage all Quality Assurance and Verification agents for two sites Oversee and manage Fax Work for Healthcare clients</td>
</tr>
<tr>
<td>Previous employer(s), positions, and dates</td>
<td>• Tax Management Services Claims Analyst/Office Manager 1986 - 1996 • Quality Assurance Manager - oversee production of quality sales and recordings for both sites for 14 yrs Reports, Emails and Calibrations with Clients on weekly basis Provide instruction to other sites on Quality Assurance and Quality Verification of Phone sales</td>
</tr>
<tr>
<td>Identify specific information about experience in:</td>
<td>Clearly identify the experience, provide dates, describe the person’s role and extent of involvement in the experience</td>
</tr>
<tr>
<td>Customer Service with Pre-Paid Called Parties</td>
<td>None</td>
</tr>
<tr>
<td>Monitoring and Review of Offender Phone Calls</td>
<td>• Work included customer service and support for Medicare/Medicaid members and providers. • Customer support for financial institutions.</td>
</tr>
<tr>
<td>Technical Support</td>
<td></td>
</tr>
</tbody>
</table>
### Title of Position: Quality Assurance Manager

<table>
<thead>
<tr>
<th>Implementing and Maintaining Offender Telephone Systems</th>
<th>- Verification and Audit work of customer service calls</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staffing Methodology</strong></td>
<td></td>
</tr>
<tr>
<td>Describe the person's planned duties/role proposed herein:</td>
<td>Quality Assurance Manager</td>
</tr>
<tr>
<td>Specify the approximate number of hours this person is proposed for services</td>
<td>Full Time</td>
</tr>
</tbody>
</table>

### Title of Position: MODOC Liaison

<table>
<thead>
<tr>
<th>Name of Person:</th>
<th>Amy Dowling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Degree(s): include college or university, major, and dates</td>
<td>Community College 1997-1998</td>
</tr>
<tr>
<td>Specialized Training Completed. Include dates and documentation of completion:</td>
<td>TPG Six Sigma training quality-2008 and 2009-Mastering the big 5 training-Call center expertise training 2010</td>
</tr>
<tr>
<td># of years experience in area of service proposed to provide:</td>
<td>14 years</td>
</tr>
<tr>
<td>Describe person’s relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships</td>
<td></td>
</tr>
</tbody>
</table>
| Describe this person’s responsibilities over the past 12 months. | - Managing inbound/outbound sales and customer service agents with a proven track record of achieving sales and quality goals  
- Demonstrated ability to develop leaders and excellent motivational skills  
- Strong focus on continuous improvement and operational optimization  
- Ability to competently address rapid changes in service delivery and dynamic and time-sensitive environment  
- Knowledge of Microsoft Office programs  
- Advanced Knowledge of call center services industry and best practices, understanding ramifications of call center actions on the business  
- Excellent oral and written communication skills, with the ability to effectively respond to questions from managers, clients and customers |
## Exhibit C Proposed Method of Performance, Solution Functionality, and Expertise of Personnel

<table>
<thead>
<tr>
<th>Title of Position: MODOC Liaison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous employer(s), positions, and dates</td>
</tr>
<tr>
<td>Identify specific information about experience in:</td>
</tr>
<tr>
<td>Customer Service with Pre-Paid Called Parties</td>
</tr>
<tr>
<td>Monitoring and Review of Offender Phone Calls</td>
</tr>
<tr>
<td>Technical Support</td>
</tr>
<tr>
<td>Implementing and Maintaining Offender Telephone Systems</td>
</tr>
<tr>
<td><strong>Staffing Methodology</strong></td>
</tr>
<tr>
<td>Describe the person's planned duties/role proposed herein:</td>
</tr>
<tr>
<td>Specify the approximate number of hours this person is proposed for services</td>
</tr>
</tbody>
</table>
Exhibit C Proposed Method of Performance, Solution Functionality, and Expertise of Personnel

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EXHIBIT D
PARTICIPATION COMMITMENT

REVISED PER AMENDMENT #001
Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop and/or MBE/WBE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

<table>
<thead>
<tr>
<th>Name of Organization for the Blind or Sheltered Workshop Proposed</th>
<th>Committed Participation (The greater of $5,000 or 2 % of gross revenue of the contract)</th>
<th>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alphapointe Association for the Blind</td>
<td>2%</td>
<td>A mix of full and part-time personnel along with Program Supervisor, all blind and/or visually impaired; to monitor inmate calls and provide associated reporting.</td>
</tr>
</tbody>
</table>

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, or (2) split the participation between both MBE and WBE. If splitting the participation between both MBE and WBE, do not double count the participation.

<table>
<thead>
<tr>
<th>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</th>
<th>Committed Percentage of Participation for Each MBE (% of the Gross Revenue)</th>
<th>Description of Products/Services to be Provided by Listed MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ShawnTech Communications, Inc.</td>
<td>10%</td>
<td>Technical Field Team for the installation, maintenance, and repair of the inmate call control system and associated equipment, integration of Securus/ShawnTech trouble ticket platforms and Teledocs access, provide call monitoring service to be delivered by Guarded Exchange LLC</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## WBE Participation Commitment Table

<table>
<thead>
<tr>
<th>Name of Each Qualified Women Business Enterprise (WBE) proposed</th>
<th>Committed Percentage of Participation for Each WBE (% of the Gross Revenue)</th>
<th>Description of Products/Services to be Provided by Listed WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Huber &amp; Associates, Inc.</td>
<td>5 %</td>
<td>Programming/Programming Support Services; File Transfer Support of Information; PIN and DEBIT Administration; Hosting Services</td>
</tr>
<tr>
<td>2.</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td><strong>Total WBE Percentage:</strong></td>
<td><strong>5 %</strong></td>
<td></td>
</tr>
</tbody>
</table>

Total MBE Percentage: 10 %
EXHIBIT D
DOCUMENTATION OF INTENT TO PARTICIPATE

REVISED PER AMENDMENT #001

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Officer Name: Securus Technologies, Inc.

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offers identified above.

Indicate appropriate business classification(s):

____ MBE ______ WBE _______ X_ Organization for the Blind _______ X_ Sheltered Workshop

Name of Organization: Alphapointe Association for the Blind

Contact Name: Joff A. Moritz

Address: 7501 Prospect Ave.

City: Kansas City

State/Zip: Missouri/64132

Email: Jmoritz@alphapointe.org

Phone #: 816-237-2030

Fax #: 816-237-2017

Certification # attached

(or attach copy of certification)

Describe the products/services you (as the participating organization) have agreed to provide:
A mix of full and part-time personnel along with a program supervisor, all blind and visually impaired, to monitor inmate phone calls and provide associated reporting.

Document the amount of participation the offeror has committed to you (as the participating organization) for the products/services you are providing:

If MBE/WBE:

2 percent

% of Gross Revenue of Contract

If Organization for Blind / Sheltered Workshop:

Minimum 2 to 5 full-time positions or equivalent.

% of Gross Revenue of Contract

Total Dollar Amount

Authorized Signature: 3/4/2011

Authorized Signature of Participating Organization
THE MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION'S

Certificate of Authority

to establish and operate an
Extended Employment Sheltered Workshop

This certifies that
Alphapointe Association for the Blind
has satisfied all requirements set forth in Missouri statutes and
is hereby entitled to receive this certificate of authority.

This certificate becomes effective February 1, 2011 and expires January 31, 2012
unless revoked for cause prior to that date.

[Signature]
Director, Extended Employment Sheltered Workshops

[Signature]
Commissioner of Education
EXHIBIT D
DOCUMENTATION OF INTENT TO PARTICIPATE

REVISED PER AMENDMENT #001
If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror’s proposal.

- Copy This Form For Each Organization Proposed -

Offeror Name: Securus Technologies, Inc.

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

X MBE WBE Organization for the Blind Sheltered Workshop

Name of Organization: ShawnTech Communications, Inc.
Contact Name: Tillman Mosley Email: tmosley@shawnTech.com
Address: 1700 Lyons Rd. Suite C Phone #: 937-898-4724
City: Dayton Fax #: 937-898-4447
State/Zip: Ohio 45458 Certification #: M00794
(or attach copy of certification)

Describe the products/services you (as the participating organization) have agreed to provide:
Technical Field Team for the installation, maintenance and repair of the inmate call control system and associated equipment, integration of Securus/ShawnTech trouble ticket platforms and Teledocs access, provide call monitoring service to be delivered by Guarded Exchange LLC.

Document the amount of participation the offeror has committed to you (as the participating organization) for the products/services you are providing:

If MBE/WBE: 10% % of Gross Revenue of Contract

If Organization for Blind / Sheltered Workshop: % of Gross Revenue of Contract or Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization 3-4-11 Date
EXHIBIT D
DOCUMENTATION OF INTENT TO PARTICIPATE

REVISED PER AMENDMENT #001
If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror’s proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: Securus Technologies, Inc.

This Section To Be Completed by Participating Organization:

Indicate appropriate business classification(s):

<table>
<thead>
<tr>
<th>MBE</th>
<th>WBE</th>
<th>Organization for the Blind</th>
<th>Sheltered Workshop</th>
</tr>
</thead>
</table>

Name of Organization: Huber & Associates, Inc.
Contact Name: Elizabeth Huber
Email: ehuber@teamhuber.com
Gayle Repetto
Email: grepetto@teamhuber.com
Address: 1400 Edgewood Drive
City: Jefferson City
Phone #: 573-634-5000
Fax #: 573-634-5500
State/Zip: MO 65109
Certification #: W00715
(or attach copy of certification)

Describe the products/services you (as the participating organization) have agreed to provide:
Programming / Programming Support Services; File Transfer Support of Information; PIN and DEBIT Administration; Hosting Services

Document the amount of participation the offeror has committed to you (as the participating organization) for the products/services you are providing:

If MBE/WBE:

5% % of Gross Revenue of Contract

If Organization for Blind / Sheltered Workshop:

% of Gross Revenue of Contract or Total Dollar Amount

Authorized Signature: _________________________________
Authorized Signature of Participating Organization

Date: 3-4-11
State of Missouri
Office of Administration
Office of Supplier and Workforce Diversity

Kelvin L. Simmons
Commissioner of Administration

Alan K. Green
Director

This is to certify Huber & Associates, Inc. qualifies as a Woman-Owned Business Enterprise that has met the eligibility criteria established by the State of Missouri, Office of Administration.

Alan K. Green, Director, Office of Supplier and Workforce Diversity

Certification Number W90715 Date of Issue 5/21/2010 Date of Expiration 6/1/2013
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EXHIBIT E

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans’ affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and

b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror must provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the offeror’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in; and

b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror’s discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the offeror’s discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

<table>
<thead>
<tr>
<th>Service-Disabled Veteran’s Name</th>
<th>Service-Disabled Veteran Business Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please Print)</td>
<td></td>
</tr>
</tbody>
</table>

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BUSINESS ENTITY CERTIFICATION:
The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

**BOX A:** To be completed by a non-business entity as defined below.

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

**BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A - CURRENTLY NOT A BUSINESS ENTITY**

I certify that ______________________ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if ______________________ (Company/Individual Name) is awarded a contract for the services requested herein under B2Z11019 (Bid Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, ______________________ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Corrections/Information Technology Services Division with all documentation required in Box B of this exhibit.

_________________________  ___________________________
Authorized Representative's Name  Authorized Representative's Signature
(Please Print)

_________________________
Company Name (if applicable)  ______________________
Date
EXHIBIT F, continued

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____________________________ (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative’s Name
(Please Print)

Authorized Business Entity Representative’s Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the offeror must perform/provide the following. The offeror should check each to verify completion/submission:

☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

☐ Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror’s name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror’s name and company ID, then no additional pages of the MOU must be submitted; AND

☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.
EXHIBIT F, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now __________________ (Name of Business Entity Authorized Representative) as __________________ (Position/Title) first being duly sworn on my oath, affirm (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that __________________ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative’s Signature __________________________ Printed Name __________________________

Title __________________________ Date __________________________

E-Mail Address __________________________ E-Verify Company ID Number __________________________

Subscribed and sworn to before me this ___________ of _____________. I am commissioned as a notary public within the County of ____________, State of ____________, and my commission expires on _____________.

Signature of Notary __________________________ Date __________________________
I certify that Securus Technologies, Inc. (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following:

✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division.
✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted:

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: October 9, 2007

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

(if known) Robert E. Pickens

Authorized Business Entity Representative’s Name
(Please Print) 60113

Authorized Business Entity Representative’s Signature

E-Verify MOU Company ID Number

bpickens@securustech.net

E-Mail Address

Securus Technologies, Inc.

March 9, 2011

Business Entity Name

Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer Date
EXHIBIT G
MISCELLANEOUS INFORMATION

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States? | Yes | X | No |
---|---|---|---

Describe and provide details: Call center in Mexico City, Mexico to handle all issues concerning Spanish speaking customers.

Employee Bidding/Conflict of Interest
Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror’s organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

<table>
<thead>
<tr>
<th>Name of State Employee, General Assembly Member, or Statewide Elected Official:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>In what office/agency are they employed?</td>
<td></td>
</tr>
<tr>
<td>Employment Title:</td>
<td></td>
</tr>
<tr>
<td>Percentage of ownership interest in offeror’s organization:</td>
<td>%</td>
</tr>
</tbody>
</table>

Missouri DOC RFP No. B2Z11019 for an Offender Telephone System
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### MISSOURI CORRECTIONAL INSTITUTIONS

<table>
<thead>
<tr>
<th>REVISED PER AMENDMENT #001</th>
<th>MISSOURI CORRECTIONAL INSTITUTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eastern Reception &amp; Diagnostic Correctional Center (ERDCC)</strong> 2727 Highway K Bonne Terre, MO</td>
<td><strong>Maryville Treatment Center (MTC)</strong> 30227 US Hwy 136 Maryville, MO</td>
</tr>
<tr>
<td><strong>Boonville Correctional Center &amp; Boonville Treatment Center (BCC)</strong> 1216 East Morgan Street Boonville, MO</td>
<td><strong>Potosi Correctional Center and Mineral Area Treatment Center (PCC)</strong> 11593 State Road O Mineral Point, MO</td>
</tr>
<tr>
<td><strong>Crossroads Correctional Center (CRCC)</strong> 1115 E. Pence Road Cameron, MO</td>
<td><strong>Missouri Eastern Correctional Center (MECC)</strong> 18701 Old Highway 66 Pacific, MO</td>
</tr>
<tr>
<td><strong>Southeast Correctional Center (SECC)</strong> 300 Pedro Simmons Drive Charleston, MO</td>
<td><strong>Moberly Correctional Center (MCC)</strong> 5201 S. Morely Moberly, MO</td>
</tr>
<tr>
<td><strong>Chillicothe Correctional Center (CCC)</strong> 3151 Linion Road Chillicothe, MO</td>
<td><strong>Northeast Correctional Center (NECC)</strong> 13698 Airport Road Bowling Green, MO</td>
</tr>
<tr>
<td><strong>Western Missouri Correctional Center (WMCC)</strong> 609 E. Pence Road Cameron, MO</td>
<td><strong>Western Reception, Diagnostic &amp; Correctional Center (WRDCC)</strong> 3401 Farson St. Joseph, MO</td>
</tr>
<tr>
<td><strong>Farmington Correctional Center (FCC)</strong> 1012 W. Columbia Street Farmington, MO</td>
<td><strong>Tipton Correctional Center (TCC)</strong> 619 N. Osage Avenue Tipton, MO</td>
</tr>
<tr>
<td><strong>Ozark Correctional Center (OCC)</strong> 929 Honor Camp Lane Fordland, MO</td>
<td>Women's Reception and Diagnostic Center (WERDC) 1101 E. Hwy 54 Vandalia, MO</td>
</tr>
<tr>
<td><strong>Fulton Reception &amp; Diagnostic Center (FRDC)</strong> 1393 State Road O Fulton, MO</td>
<td><strong>Central Regional Investigations</strong> 2728 Plaza Drive Jefferson City, MO</td>
</tr>
<tr>
<td><strong>Cremer Therapeutic Center (CTCC)</strong> 689 State Road O Fulton, MO</td>
<td><strong>Western Regional Investigations</strong> 3208 Frederick St. Joseph, MO</td>
</tr>
<tr>
<td><strong>Algoa Correctional Center (ACC)</strong> 8501 No More Victims Road Jefferson City, MO</td>
<td><strong>Eastern Regional Investigations</strong> 1012 W. Columbia, Building 41 Farmington, MO</td>
</tr>
<tr>
<td><strong>South Central Correctional Center (SCC)</strong> 255 Highway 32 West Licking, MO</td>
<td><strong>St. Louis Community Release Center</strong> 1621 N. First Street St. Louis, MO</td>
</tr>
<tr>
<td><strong>Kansas City Community Release Center (KCCRC)</strong> 651 Mulberry St. Kansas City, MO</td>
<td><strong>Jefferson City Correctional Center (JCCC)</strong> 8200 No More Victims Road Jefferson City, MO 65101</td>
</tr>
</tbody>
</table>
APPLICATION FOR COMPUTER SECURITY ACCESS

I hereby make application for Missouri Department of Corrections computer system security access and/or Missouri Highway Patrol Computer System, REJIS or ALERT systems.

In making this application, I understand and accept the following responsibilities and obligations:

1. I am not to share my password with anyone.
2. I am not to leave my password in written form at a location accessible by others.
3. I am to sign off from the system each time I have finished using a workstation.
4. I will contact Information Systems for further instruction if I discover others using my password.
5. As per section 105.969 RSMo, Executive Order 92-04 and Dept. Policy D2-11, I will use state purchased equipment (i.e., DOC Computer System) for the performance of assigned job duties only.
6. I am criminally liable if:
   a) tamper with state computer equipment in an unauthorized fashion, pursuant to section 569.095 RSMo; or I will not introduce any computer software to a PC that has not been authorized by the Department of Corrections.
   b) intentionally misuse confidential information or breach the confidence entrusted to me.
7. I may be personally liable in a civil action by any citizen damaged as a result of my abuse or negligent use of computer equipment and confidential information. I will only access information that I need to know in the performance of my assigned duties.

SPECIAL NOTE: UNDER NO CIRCUMSTANCES SHOULD I PRACTICE ON THE COMPUTER USING DEPARTMENT OF CORRECTIONS PERSONNEL OR FAMILY MEMBERS OF DOC PERSONNEL AS SUBJECTS OF INQUIRY NOR WILL I ALLOW ANY OFFENDER ACCESS TO THE COMPUTER EITHER BY PHYSICAL CONTACT OR VISUALLY VIEWING THE SCREEN OTHER THAN PURSUANT TO AN APPROPRIATE RELEASE AND EXERCISE OF DISCRETION BY THE PROPER AUTHORITY OR PURSUANT TO ESTABLISHED POLICY.

I understand that all computer transactions made with my password are automatically recorded and may be audited at any time, and that attempting to access unauthorized systems may result in denial of further access to the system and/or disciplinary action.

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
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<tbody>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRINT NAME</th>
<th>LAST 4 DIGITS OF SSN</th>
<th>USER ID</th>
</tr>
</thead>
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<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
ATTACHMENT #3
PIN CARD SAMPLE

ADDED PER AMENDMENT #001

ATTACHMENT #3
PIN CARD SAMPLE
STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS – REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS
Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

a. Agency and/or State Agency means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing and Materials Management (DPMM). The agency is also responsible for payment.

b. Amendment means a written, official modification to an RFP or to a contract.

c. Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

d. Proposal Opening Date and Time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.

e. Offeror means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

f. Buyer means the procurement staff member of the DPMM. The Contact Person as referenced herein is usually the Buyer.

g. Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

h. Contractor means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.

i. Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.

j. Request for Proposal (RFP) means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

k. May means that a certain feature, component, or action is permissible, but not required.

l. Must means that a certain feature, component, or action is a mandatory condition.

m. Pricing Pages applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.

n. RSMo (Revised Statutes of Missouri) refers to the body of laws created by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.

o. Shell has the same meaning as the word intact.

p. Should means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and DPMM.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

ey. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the offeror’s responsibility to ask questions, request changes or clarifications, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, or otherwise inadequate or unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and DPMM.

b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant changes or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.

c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anti-competitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violations shall be referred to the Missouri Attorney General’s Office for appropriate action.

e. The RFP is available for viewing and downloading on the State’s On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri’s vendor database. If a Premium registered offeror’s e-mail address is incorrect, the offeror must update the e-mail address themselves on the State’s On-Line Bidding/Vendor Registration System website.

f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at https://www.missourioop.gov to obtain a copy of the amendment(s). Premium registered offerors who receive e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who are interested in the procurement opportunity are encouraged to monitor the State of Missouri On-Line Bidding/Vendor Registration System website.
4. PREPARATION OF PROPOSALS

a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be rejected and considered in complete compliance with the specifications and requirements as listed in the RFP.

e. In the event that the offeror is an agency of state government or other political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of both law and/or court order and the RFP. Any such offeror needs to include in the proposal a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.

f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.

h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be valid for the specified contract period.

i. Any offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-4 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 361 West High St, Room 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office on the date listed above no later than the exact opening time and date specified in the RFP.

b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.

c. A proposal submitted electronically by a Premium registered offeror or may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time. Proposals which are delivered on-line prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be accepted. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

d. Proposals shall not be accepted. However, fixed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.

b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40.1.050.

7. PREFERENCES

a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business in Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price in the same or less.
c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

8. EVALUATION/AWARD
a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of units.
b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
c. The offeror is encouraged to propose price discounts for prompt payments or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering the responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 14.010 and 14.079, RSMo, and Executive Order 04-09.
e. In the event all offers fail to meet the same mandatory requirements in an RFP, DPMM reserves the right, at its sole discretion, to waive those requirements for all offers and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any items of irregularity or technicality found in any individual proposal.
f. All offers are subject to modification and/or rejection, offered by or on behalf of the offeror.
g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by letter, group of letter, or in an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
k. Pursuant to sections 16.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who indicate an e-mail address with their proposal will be notified of the award results via e-mail.
m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050(10).

9. CONTRACT/PURCHASE ORDER
a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by notification of award or by purchase order. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor by the discretion of the state agency.
d. The contract represents the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, etc., and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT
a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of services for payment.
c. The State of Missouri reserves the right to charge any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
d. Payment for all equipment, supplies, and/or services required herein shall be made in accordance with otherwise indicated in the RFP.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unshipped quantity is subject to the state's reject list and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment changes as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY
Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
12. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to and satisfy every specification, drawing, sample, or other description which was furnished to or adopted by the DPM&M; (2) be fit and sufficient for the purpose expressed in the RFP; (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.455 and 105.456, RSMo, regarding conflict of interest.

b. This contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri or the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title, and interest in and to all claims or actions under and against all contractual obligations and claims relating to the contract and the State of Missouri shall be entitled to the proceeds of such claims or actions in equity or at law.

c. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs or expenses incurred by the contractor in the performance of the contract.

16. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the DPM&M may cancel the contract. At its sole discretion, the DPM&M may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide DPM&M within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPM&M will issue a notice of cancellation terminating the contract immediately.

c. If the DPM&M cancels the contract for breach, the DPM&M reserves the right to obtain the equipment, supplies, and services to be provided pursuant to the contract from other sources and in such manner as the DPM&M deems appropriate and charge the contractor for any additional costs incurred therefor.

d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs or expenses incurred by the contractor in the performance of the contract.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPM&M immediately.

b. Upon learning of any such action, the DPM&M reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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Missouri DOC RFP No. B2Z11019 for an Offender Telephone System
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In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and administration,
b. The identification of a person designated to handle affirmative action,
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, promotion, and discipline,
d. The elimination of discrimination from all collective bargaining agreements; and

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM or effective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore, failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a commercial construction of language.

Revised 01-20-10
Appendices

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Appendix B: Preliminary Project/Installation Schedule
Appendix C: Activity List and Work Breakdown Structure
Appendix D: Provisioning Checklist
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Appendix G: Customer Acceptance Checklist
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Appendix A

Preliminary Implementation Plan
Preliminary Implementation Project Plan

Missouri Department of Corrections
Inmate Telephone Services

Version 2.0 • JUNE 25, 2010
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Section 1. The Securus Project Management Approach

1.1 Project Team Statement

Securus Technologies has a proven track record of providing successful turnkey installations for large State Department of Corrections agencies as well as Mega-County, County, and City agencies. Over the last 4 years, our team has completed over 1400 quality installations of our Secure Call Platform (SCP).

Our Project Management Organization is comprised of Project Management Professionals trained and certified by the Project Management Institute, Villanova University, the University of Oklahoma and other post secondary educational programs.

In addition to our focus on sound project management principles, our Project Management Organization is led by 2 Six Sigma Black Belts with specialization in Lean and Design for Six Sigma.

Independent of our Project Management Organization, the Securus Operations Support Services Team performs frequent quality audits and timely customer satisfaction surveys to ensure the voice of the customer is always heard. Over the last 4 years, and 1500 SCP installations, the Securus Project Team has averaged a 4.6 (out of 5) Customer Satisfaction rating. Our industry leading experience combined with our rigorous focus on quality and customer feedback has resulted in a fined tuned installation process that delivers on our commitments and ensures customer satisfaction.

"Excellent job. Very Smooth and painless".

- Lt. Bill Harlan, Crawford Co. Jail MO

"The field tech did a great job...He was courteous and worked non-stop. Thanks for a great job. It is appreciated".

- Warden Greg Hershberger, Roxbury Correctional Center, Maryland Dept of Corrections

The Securus Project Management Team consistently demonstrates project management expertise that simply cannot be matched by any other service provider. We look forward to the opportunity to provide the Missouri Department of Corrections with our industry leading project support and services.
1.2 The Securus Project Life Cycle

Project Initiation

Immediately after award, the Securus Project Management Team will host a meeting with the Missouri Department of Corrections Team to review project scope, identify project stakeholders, and establish future meeting schedules. Based on information collected during our RFP analysis and site surveys, a portion of the procurement plan will be executed to ensure timely delivery of equipment and network services.

Project Planning

The project management plan will be finalized during this phase of the project. The project management plan will include the following:

- Finalized Customer Requirements document
- Approved Scope Statement
- Work Breakdown Structure
- Activity List
- Schedule
- Quality Plan
- Communications Plan
- Risk Management Plan

Project Execution

During Project Execution, Securus Technicians will travel to each location and complete pre-installation activities in preparation for the ITS cut-over. The pre-installation activities include pre-wiring, hardware staging, and telecom test & turn-up activities that can be done in advance to reduce the amount of time and complexity of the actual cut-over.

Securus will work closely with our partners to implement and fully test the necessary data interfaces to ensure they are fully functional and production ready prior to the ITS transfer.

The Securus Project Management Team will coordinate cut-over activities with the Missouri Department of Corrections Team and the current services provider to ensure a seamless transition of phone service. Transition of service can be coordinated for after hours or during inmate lockdown to limit service interruptions. If a service interruption is required, the activity will be coordinated with the Missouri Department of Corrections Team at least 5 business days in advance of the scheduled activity and schedules can be adjusted to meet the needs of the Missouri Department of Corrections Team.

During the cut-over, the Securus Team will perform a thorough inspection of the installation and will resolve any potential issues prior to finalizing the implementation. The technicians completing the installation activity will perform a walk-through with the Missouri Department of Corrections...
Team to review all installation documentation and checklists. The Securus Project Management Team will host a Customer Acceptance Review Meeting with the Missouri Department of Corrections Team prior to finalizing the cut-over at each location.

Onsite training seminars as well as web-based training activities (if applicable) will occur during this phase of the project.

Our preliminary project schedule will provide additional information about the work packages and sequence of events that will occur during Project Execution. After award and during Project Planning, the Securus Project Team will work closely with Missouri Department of Corrections to make sure our plan is 100% complete and fully accepted by the Missouri Department of Corrections team prior to moving forward with any Project Execution activity.

Weekly Stakeholder meetings and Project Team “Touch Point” meetings will occur as part of Project Execution. These meetings will allow both Securus and Missouri Department of Corrections to closely evaluate project activities and provide bidirectional feedback regarding project performance.

**Project Monitor & Control**

Critical project activities, such as Schedule Control, Quality Control, and Risk Control will be meticulously managed by our Project Management and Quality Assurance staff from project start to project finish!

All Installation Quality Control Checkpoints will be completed as part of the Project Monitor & Control processes. During the Project Monitoring/Controlling Phase, the Securus Project Management Team will focus on satisfying any outstanding action items. Additionally, the Securus Installation and Site Engineering Team will exercise daily diagnostic checks and monitoring protocols to ensure the recently installed equipment is working well and meeting the requirements of the Missouri Department of Corrections.

**Project Closure**

During the Project Closure Phase, the Securus Project Management Team will ensure there are no outstanding actions or deliverables, and will work with the Missouri Department of Corrections Team to review the full implementation project and obtain customer acceptance.

The Securus Project Management Team will transition support responsibilities to the Securus Account Management Team for long-term ongoing account support. The Securus Project Management Team will complete all internal updates and project closure activities.
1.3 Communication Plan

At the beginning of the implementation project, the Securus Project Management Team will work with the Missouri Department of Corrections Team to identify key stakeholders, primary points of contacts, and roles/responsibilities for the duration of the project.

The Securus Project Management Team will establish regular meeting forums and communication protocols that accommodate the requirements of the Missouri Department of Corrections Team.

Throughout the duration of the project, our Project Management Team will provide weekly installation progress reports. The reports will include updates on all active, completed, and pending installation activities.

In addition to the personal communication from our Project Managers, Securus can set-up automated e-mail notifications for the Missouri Department of Corrections Team. The automated e-mail notifications are a great way for our customers to receive updates on status changes for major milestones and other tasks of interests. Here is an example of an automated e-mail communication from our Installation Project Portal:

**Installation Portal**

Summary: A task was closed within the Project Plan for Missouri Department of Corrections – Western Missouri Correctional Center.

Detail:

Task Description: Verify Telecom Delivery Date

Project Manager Notes:

All telecom orders have been submitted. Confirmation has been received from Local Exchange Carrier (LEC) and AT&T. Information has been updated in Securus Installation Portal.

Telecom Delivery – Test and Turn-up date for Western Missouri Correctional Center = 8/4/2011.

Customer has been contacted to confirm access date/time.

Once we’ve had the opportunity to meet directly with the Missouri Department of Corrections Team and establish meeting protocols and communication preferences, we will update and distribute the Project Communication Plan to all project participants.
1.4 Project Quality Management Plan
The Implementation Project Plan includes 5 quality control inspections at important stages throughout the project. The quality control inspections are essential elements of the Securus project that ensure consistent high-quality implementations. The Securus Installation Support team utilizes a Six Sigma quality measurement technique, which identifies and removes the causes of errors, and minimizes variability in the installation process.

In total, our installation process has over 200 individual quality control points that are carefully reviewed and validated by our expert Technicians and Quality Assurance Analysts.

Our current process sigma is 4.47, and our First Pass Quality rate is 94%.

This means we execute the same high-quality processes every single time and if we do make an error, we do our best to catch it before it has a chance to create a problem for you.

This attention to detail and level of focus on project quality is truly unrivaled in our industry.

Quality Control Checkpoint 1: Customer Provisioning
Prior to any onsite installation activity, Securus Installation Support Technicians provision the Securus SCP. The SCP provisioning activity prepares our system to support the Missouri Department of Corrections inmate calling traffic, and ensures that all of the necessary applications and calling features are configured. After the customer provisioning is complete, the Installation Technician submits a quality control review form to the Engineer, Project Manager, and Account Manager for the Missouri Department of Corrections project. Each of these Securus Associates must review the customer provisioning "pre-cut" record, and provide verification and approval.

An example of this checklist can be found in attachment: Customer_Provisioning_CL.doc

Quality Control Checkpoint 2: Customer Pre-Installation
While onsite, the Securus Field Service Technicians will complete a checklist to ensure that the physical installation characteristics meet or exceed Securus standards. Equipment inventory, equipment location, electrical, network/telecom and telephone installation standards are reviewed during this checkpoint.

An example of this checklist can be found in attachment: Field_Tech_checklist.pdf

Quality Control Checkpoint 3: Equipment Testing / Functional Validation
At this stage of the project, the SCP is online and test calls can be performed. This quality control checkpoint ensures that all SCP calling options are setup to meet the requirements of the Missouri Department of Corrections. Test call scenarios are completed and phone labels, call durations, on/off times, administrative terminals, and other customer configurations are verified.

An example of this checklist can be found in attachment: Test_Validation_CL.pdf
Quality Control Checkpoint 4: On-Site Customer Acceptance

Our Field Service Specialists will perform a walk-through with key DOC personnel at each location. During this walk-through, the Field Service Specialists will review all the quality control checklists for Quality Control Checkpoints 1-3 and perform a visual inspection of all installed hardware alongside the DOC personnel.

Any physical installation issues or ITS performance issues will be resolved to the satisfaction of the DOC personnel.

An example of this checklist can be found in attachment: Customer_Acceptance_CL.doc

Quality Control Checkpoint 5: Project Acceptance

The final quality control checkpoint involves a review by the Missouri Department of Corrections Team. During this review, the Securus Project Team will provide copies of all quality control documents, equipment inventory records, network diagrams, issues logs, and final project plan documentation. The Securus Project Management Team will host a review of these documents with the Missouri Department of Corrections Team. Any outstanding deliverables or service issues will be resolved prior to completing the Customer Acceptance checkpoint.
Section 2. Missouri Department of Correction Implementation Overview

2.1 Project Description

The Missouri Department of Corrections Implementation Project includes a complete turnkey installation of all equipment, network infrastructure, and telephony connectivity for inmate telephone services. This includes 1,701 inmate telephones and 20 workstations located at 21 Correctional Facilities and 1 Regional Investigations Facility.

The Technology Deployment Plan proposed by Securus is being presented in concert with Securus strategic partners whom have the core competency and breadth of products and services required to deliver the value proposition identified in this plan. Huber & Associates, Shawntech, and Guarded Exchange have teamed up with Securus to create a deployment schedule which is based on the perceived needs of the MODOC as a result of our research of your operating environment.

The Technology Deployment Plan leverages our superior Information Technology and Research & Development experience to deliver reliable on-time integrations with our partners that are guaranteed to meet your Offender Prepaid Debit and Investigative needs.

2.2 Preliminary Project Schedule Overview

Securus Technologies proposes a preliminary project schedule that transitions all inmate telephone services within 115 calendar days (83 business days) from the date of award. This includes complete turn-key installation of all hardware, software, and configurations for the inmate telephone system (ITS) – including live, fully tested, production ready and capable interfaces with Huber & Associates (Offender Prepaid Debit and PIN Management) and Guarded Exchange (Call Monitoring & Intelligence Gathering).
The detailed project schedule is located in attachment: Missouri_DOC_RFP.mpp

2.3 Key Project Milestones

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Planned Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Kick-Off</td>
<td>6/13/2011</td>
</tr>
<tr>
<td>Initial Telecom &amp; Equipment Orders</td>
<td>6/8/2011</td>
</tr>
<tr>
<td>Site Inspections</td>
<td>6/24/2011</td>
</tr>
<tr>
<td>Final Project Plan Review &amp; Sign-off</td>
<td>7/1/2011</td>
</tr>
<tr>
<td>Pre-Installation Preparation / Customer provisioning completed, Huber, Guarded Exchange Integrations certified</td>
<td>8/1/2011</td>
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<tr>
<td>LEC MPLS T1 Installations / LEC Delivery. Turn-up Prep</td>
<td>7/19/2011</td>
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<tr>
<td>Securus &amp; MODOC Project Team Meeting - Touch Point: Pre-Transition Installation Review</td>
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<td>Pre-Transition Installation Activities / Onsite wiring, equipment installation, phone replacements</td>
<td>9/8/2011</td>
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<td>S-Gate User Interface Training / Onsite user training for MODOC and Guarded Exchange</td>
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<td>Securus &amp; MODOC Project Team Meeting - Touch Point: Pre-Transition Progress Review</td>
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<tr>
<td>Securus &amp; MODOC Project Team Meeting - Touch Point: ITS Transition Progress Review</td>
<td>9/16; 9/23; 9/26</td>
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<tr>
<td>Quality Control Checkpoint 5: Onsite Customer Acceptance</td>
<td>9/26/2011</td>
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<td>Project Acceptance</td>
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