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SECTION I

EXECUTIVE SUMMARY/ COVER LETTER

I.1 Cover Letter

4.2 The cover letter must be in the form of a standard business letter containing the Proposer's name, address, and telephone number and must be signed by an individual authorized to legally bind the Proposer. The letter will provide an executive summary of the solution that the Proposer plans to provide.

The MCI WORLDCOM Communications, Inc. (MCI WorldCom) cover letter has been signed by Jerry A. Edgerton, Senior Vice President, MCI WorldCom Government Markets. Mr. Edgerton is authorized to legally bind MCI WorldCom to the contract resulting from the ICOP RFP. We provide this cover letter at the beginning of the proposal volume.

In the following sections, we provide MCI WorldCom's Executive Summary (Section I.2), and the other material required by RFP Section 4.2 (Section I.3). Section I.2, Executive Summary, also address the Proposer Qualification Statement requirements (RFP Section 1.7), except for the manufacturer's "comfort" letters which we address in proposal Section II, Equipment Manufacturer's Profile.

I.2 Executive Summary

1.7 In responsding to this RFP, Proposer represents that Proposer's company possesses the capabilities, Hardware, Software, and personnel necessary to provide an efficient and successful installation of properly operating Equipment and Software. Proposer must also ensure continued maintenance and support of the proposed System by Proposer's trained and certified personnel, and available parts, over the term of the contract.

The Proposal must include a summary, which describes how the Proposer's experience in the telecommunications industry qualifies it to provide the ICOP required in this RFP. The Proposer may demonstrate this experience by listing specific projects where similar services to those specified in the RFP were performed.

For the past ten years, MCI WorldCom has taken great pride in providing inmate telephone services to the Ohio Department of Rehabilitation and Correction (ODRC). Our in-depth understanding of ODRC is a direct result of our extensive experience

working with ODRC administrative staff and executive personnel. MCI WorldCom will embrace the opportunity to continue to serve ODRC.

While MCI WorldCom has a proven record of meeting and exceeding the Department's requirements, we are not content to rest on our laurels. With this proposal, we intend to leverage our unique experience in the inmate telephone industry to improve systems and processes, while committing additional resources to reduce the administrative burden on the ODRC.

In the remainder of this Executive Summary we discuss the following pertaining to our offering:

- The MCI WorldCom Team: Experience and Expertise
- Superior System Architecture
- Comprehensive Management Approach
- Continued Maintenance and Support
- Commitment to Technology Enhancement and Improved Service

THE MCI WORLDCOM TEAM: EXPERIENCE AND EXPERTISE

The Inmate Call Out Program and Related Services procurement calls for state-of-the-art call processing and call monitoring and recording services. MCI WorldCom has been providing inmate telephone service to customers since 1989, and over that time we have established a reputation of being able to successfully combine call control and recording capabilities into a seamless solution for inmate telecommunications. We currently support inmate telephone service customers in the following 20 states: Arkansas, Alabama, California, Colorado, Connecticut, Florida, Georgia, Illinois, Kentucky, Louisiana, Michigan, Minnesota, Missouri, New Jersey, New York, Ohio, Texas, Virginia, Wisconsin, and Wyoming.

We have drawn on this experience to design the technical solution described in this proposal. At the same time, we have never forgotten that new technologies and procedures can augment, but never replace, solid customer service.

MCI WorldCom's commitment to meeting customer requirements is demonstrated by our performance on the current ODRC contract. MCI WorldCom has been able to implement solutions that benefit both the inmates, by improving customer service, and the Ohio Department of Rehabilitation and Correction, by reducing their administrative workload. An example of this commitment is MCI WorldCom's account team, which works hand-in-hand with investigators and agents, providing them with an additional investigative resource; one of the tools we provide is a regular report that

highlights "hot numbers" and possible criminal activity. While MCI WorldCom is proud of this and other significant accomplishments, we continue to strive for service improvements wherever possible.

For the purposes of the Inmate Call Out Program and Related Services (ICOP) procurement, we have teamed with Global Tel*Link Corporation (Global Tel*Link) and Ameritech Services, Inc. (Ameritech). In the following table, we identify the responsibilities of each subcontractor and the reasons why we selected them. Following the table, we provide additional information pertaining to each company.

Table I-1. The MCI WorldCom Team Subcontractors

Team Member	Responsibilities	Reasons for Selection
Global Tel*Link	• Install and maintain an inmate telephone system – LazerPhone • Manage and maintain the central server and back-up center • Provide full time technicians physically located in the State of Ohio to install, maintain and service all related inmate telephone equipment • Provide all trainers and training materials for training sessions • To facilitate statewide support of LazerPhone, Global Tel*Link will train Ameritech employees in the installation and maintenance of LazerPhone, and provide ongoing training and support as necessary	• Extensive experience in implementing integrated inmate call control, processing, and recording system solutions • Designed and implemented an inmate call control, processing, and recording system platform - LazerPhone - which is currently used in 17 county programs • The same Global Tel*Link professionals who implemented LazerPhone in those counties will support MCI WorldCom in implementing the new ICOP system • Commitment to providing excellent customer service

Team Member	Responsibilities	Reasons for Selection
Ameritech	• Provide full time technicians physically located in the State of Ohio, to maintain and service all inmate telephones at each ODRC facility • Serve as back up to Global Tel*Link for maintenance of the LazerPhone platform • Provide and maintain inmate TDD phones/devices and enclosures where required by ODRC • At ODRC locations within Ameritech's traditional franchise territory, Ameritech will continue to own the inmate telephones	• Ameritech Inmate Calling Services (AICS) provides a revolutionary service and is in the forefront in offering new technologies and solutions to the correctional marketplace • In the State of Ohio, Ameritech is the current provider of inmate call out services for Franklin, Cuyahoga, Montgomery, and Summit counties • Ameritech's support of ODRC over the past decade has resulted in a familiarity with the personnel, protocols, policies, and procedures observed by ODRC facilities • Commitment to providing excellent customer service

Global Tel*Link. Global Tel*Link is an Alabama corporation with corporate headquarters in New York and Paris. The hallmark of Global Tel*Link's products and services is their unique software control system, LazerPhone, one of the most advanced, yet user-friendly, inmate telephone system platforms on the market today. LazerPhone will be implemented by the same Global Tel*Link professionals who implemented LazerPhone in 17 counties across the nation. Global Tel*Link's knowledge will ensure the successful implementation of the new ICOP system.

MCI WorldCom selected LazerPhone as it:

- Provides a proven, fully integrated and fully networked call processing and recording solution
- Provides superior administrative support through its control and reporting features
- Provides superior reliability and performance as its continuously performs self diagnostics and automatically provides system software maintenance upgrades
- Can be easily upgraded to accommodate inmate population growth.

Ameritech. Ameritech pioneered inmate service in the late 1970s, and currently provides inmate service to the majority of state, county, city, and local jails and correctional institutions within their traditional service region of Illinois, Indiana, Michigan, Ohio, and Wisconsin. In the State of Ohio alone, Ameritech is the current provider of inmate call out services for Franklin, Cuyahoga, Montgomery, and Summit counties along with several other county and city facilities. Ameritech Inmate Calling Services (AICS) provides a revolutionary service and is in the forefront in offering new technologies and solutions to the correctional marketplace. Ameritech's support of ODRC over the past decade has resulted in a familiarity with the personnel, protocols, policies and procedures observed by ODRC facilities both individually and collectively creating a sense of security and confidence in Ameritech's management and maintenance abilities. Ameritech's Ohio-base presence provides all the expertise of a major telecommunications company serving ODRC's correctional facilities.

As the prime contractor, MCI WorldCom will serve as the point of contact for ODRC representatives. MCI WorldCom's dedicated ODRC account team and project manager will coordinate the implementation of the ICOP system. This team will continue to develop and refine the level of service currently provided to ODRC by MCI WorldCom.

SUPERIOR SYSTEM ARCHITECTURE

MCI WorldCom has chosen a team of vendors that represent the "best of breed" in the inmate telecommunications industry. As an integrator of inmate calling systems, MCI WorldCom is not wedded to a particular technology or vendor. This advantage allows us to select, without bias, the best possible team members with the right products for the ODRC Inmate Call Out Program. MCI WorldCom's choice of vendors was based on our thorough understanding of both the stated and unstated needs of ODRC. We had to choose partners who would perform above and beyond other providers in the industry.

Based on extensive market research, we selected Global Tel*Link to provide fully integrated on-premise inmate call processing and call monitoring and recording platforms.

Our proposed system architecture addresses several requirements that were not part of the current contract (e.g., access to a system-wide database, remote audio monitoring). The inmate calling system we have designed with Global Tel*Link will provide ODRC with major benefits/advantages including, but not limited to the following:

- Each ODRC facility linked via private Wide Area Network
- Full redundancy of mission critical data
- Enhanced investigative ability through high speed system wide reporting
- Key Word search of archived conversations
- Real time on board diagnostics for improved trouble reporting

COMPREHENSIVE MANAGEMENT APPROACH

Delivering superior customer service to ODRC is our primary goal. To achieve this goal, MCI WorldCom will draw on our team's significant presence within the state of Ohio. Under the leadership of Mr. John O'Bryan, the ODRC Account Manager, Mr. Tracy Stewart, the MCI WorldCom Project Manager, Mr. Steve DeForrest, the Global Tel*Link Account Manager, and Mr. Jim Gross, the Ameritech Account Manager, the MCI WorldCom Team will provide timely and responsive customer support throughout the life of this program. We provide additional information on our key team members in proposal Section IV - Key Personnel Profile Summaries.

In addition, all of the groups described below will be available to support the ODRC on an as-needed basis. These groups complement the dedicated organization within MCI WorldCom Government Markets that supports inmate telephone system

customers across the country. As the ODRC Account Manager, Mr. O'Bryan is empowered to commit whatever resources are needed to implement services under this contract.

- **Marketing Support.** Works with ODRC to identify and evaluate emerging technologies.
- **Product Development.** Develops new and unique features for our corrections customers; maximizes the capabilities of a given platform.
- **Field Operations.** Responsibilities include installation of call control equipment, call monitoring and recording equipment, and inmate phones. This group is also the first point of contact for trouble management.
- **Systems Operation.** Assists the Field Operations group with call detail collection, trend analysis, and LIDB validation.
- **Finance Administration.** Oversees tariff integrity and ensure accurate and timely commission payments.

As the ODRC Account Manager, Mr. O'Bryan is empowered to commit whatever resources are needed to implement services under this contract.

CONTINUED MAINTENANCE AND SUPPORT

The MCI WorldCom ICOP Account Team will provide continued maintenance and support. Leading our efforts in Ohio, Mr. Tracy Stewart will draw upon his experience with the State of Ohio, as well as the knowledge from managing other state programs. Mr. Stewart, and two dedicated Field Service Managers who currently perform the same duties for the current contract, will be primarily responsible for our maintenance and support efforts. This trio of seasoned professionals will orchestrate the activities of our partners: Global Tel*Link and Ameritech.

Our previous experience with Global Tel*Link reinforced our decision to use their overall solution. Global Tel*Link will install and maintain their LazerPhone platform at all ODRC locations. Ameritech has demonstrated their commitment for the past ten years providing service to the State of Ohio. Ameritech will provide maintenance services for all inmate telephones throughout the State of Ohio, as well as serve as a back up to Global Tel*Link where required. Minimizing the number of team members allows MCI WorldCom to 'focus' our team's efforts, while eliminating layers of unnecessary support. Our objective is to build upon our reputation for unparalleled service, and we are confident that our proposed team will meet and exceed this objective.

We provide more information regarding maintenance in proposal Section X - Maintenance Plan.

COMMITMENT TO TECHNOLOGY ENHANCEMENT AND IMPROVED SERVICE

MCI WorldCom has extensive experience deploying all of the technologies required to implement and manage the service required under this solicitation. In addition, MCI WorldCom recognizes that inmate telephone services is a rapidly evolving industry. In 1989, when MCI WorldCom first began providing inmate calling services, we provided live operator processing and little automation. Call control was not the critical component of managing an inmate calling program it became in the early 1990s, and the use of WAN technology to support inmate applications was unheard of. In contrast, today's inmate telephone service is highly automated, with enhanced call control and monitoring features. As the technology evolves new features and functionality will continually be introduced.

MCI WorldCom has a commitment to stay abreast of the latest developments within the industry, and will keep ODRC appraised of technical developments that may be applicable to the Inmate Call Out Program. We will also work closely with ODRC to identify emerging needs, and with our vendors to satisfy those needs. This commitment ensures that ODRC will continually benefit from the economies and efficiencies that new technologies bring.

THE MCI WORLDCOM COMMITMENT

We believe that upon review of our proposal, ODRC will conclude that the MCI WorldCom team is best prepared to implement a comprehensive telecommunications solution for inmate calling services. From system components to management approach, MCI WorldCom has demonstrated a thorough understanding of the Ohio Department of Rehabilitation and Correction's requirements. We are confident ODRC will determine that our solution is the most robust offering based on the following: demonstrated management and leadership within the correctional market; a fully-integrated, single-manufacturer solution; fault tolerant equipment design; world class WAN architecture; and a commitment to provide continually improving services under this contract.

While we place a great deal of emphasis upon the selection of industry leading partners within their area of expertise, MCI WorldCom's expertise integrating these entities with our dedicated correctional organization sets us apart as the premier provider of state correctional telecommunications solutions.

Every member of MCI WorldCom's dedicated ODRC account team is prepared to provide service that will not just satisfy, but exceed the expectations of ODRC. We place high value on our relationship with the State of Ohio, and are proud of the partnership that has resulted in the successful delivery of services over the past ten years. By selecting MCI WorldCom, ODRC will realize a risk-free implementation, ongoing enhancements to customer service, and—most important—the outstanding performance that only MCI WorldCom's experienced professionals can deliver.

I.3 OTHER INFORMATION

4.2 The executive summary/letter must contain the following information:

1. A statement regarding the Proposer's legal structure (e.g., corporation, partnership, etc.), federal tax identification number, and principal place of business.

The bidding entity, MCI WORLDCOM Communications, Inc. (referred to in this proposal as MCI WorldCom) was incorporated in Delaware on February 6, 1972, and is a global telecommunications company with business in every state in the union and over 240 international locations. MCI WorldCom's federal tax identification number is 13-2745892.

2. A list of the people who prepared the Proposal, including their titles. A statement that the person signing the Proposal certifies that he or she is the person in the Proposer's organization who is responsible for, or authorized to make decisions as to matters relating to this RFP.

The following MCI WorldCom individuals prepared this proposal:

Steve Viefhaus	Senior Sales Manager
Cindy Tyeskey-Gage	Western Operations Manager
Marty Recker	Field Program Manager
Patrick Pline	Field Operations Manager
Kevin McGeady	Associate Commercial Counsel
Wendell Yacur	Senior Proposal Manager

As Senior Vice President, MCI WorldCom Government Markets, I, Jerry Edgerton, certify that I am the person who is authorized to make decisions as to matters relating to the RFP. In addition, my authorized representative for this project, Steve Viefhaus, is also authorized to make decisions as to matters relating to the RFP and MCI WorldCom's proposal.

3. *The name, telephone number, and fax number of a contact person who has authority to answer questions regarding the Proposal.*

The MCI WorldCom contact person is Mr. Steve Viefhaus. Steve can be reached at (314) 342-8105 [fax (314) 342-7306] or via electronic mail at steve.viefhaus@wcom.com. He will be available to answer questions regarding MCI WorldCom's proposal.

4. *A list of all subcontractors, if any, that the Bidder will use on the Project if the Proposer is selected to do the work.*

MCI WorldCom identified our selected subcontractors, their responsibilities, and the reasons we selected them earlier in this section in Table I-1.

5. *For each proposed subcontractor, the Bidder must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:*

   a. *The subcontractor's legal status, tax identification number, and principal place of business address.*

   b. *The name and phone number of someone who is authorized to legally bind the subcontractor to contractual obligations.*

   c. *A description of the work the subcontractor will do.*

   d. *A commitment to do the work if the Proposer is selected.*

   e. *A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.*

In Attachment 1, MCI WorldCom provides commitment letters from Global Tel*Link and Ameritech.

6. *A statement that the Proposal meets all the requirements of this RFP.*

MCI WorldCom's proposal meets all of the requirements of the RFP, as set forth in more detail throughout our proposal.

7. *A statement that the proposal will be valid for one hundred twenty (120) days from the Proposal Due Date.*

MCI WorldCom's proposal will be valid for one hundred twenty (120) days from the proposal due date of September 24, 1999.

8. *An acknowledgement of receipt of RFP amendments issued by the ODRC.*

MCI WorldCom acknowledges receipt of Amendment #1.

9. A statement that the Proposer does not discriminate in its employment practices with regard to race, color, age, religion, sex, veteran status, sexual preference, national origin, or disability.

MCI WorldCom does not discriminate in its employment practices with regard to race, color, age, religion, sex, veteran status, sexual preference, national origin, or disability.

10. A statement that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal.

No attempt has been, or will be, made by MCI WorldCom to induce any other person or firm to submit or not to submit a proposal.

11. A statement that indicates whether the Proposer, or any of its' agents, has a possible conflict of interest with any State employee involved in this Project or any other conflict of interest as described in Section 3.7.3 of this RFP and, if a conflict exists, then an explanation of the conflict must be given. The ODRC has the right to reject a Proposal in which a conflict is disclosed.

Neither MCI WorldCom, nor any of its' agents, has a conflict of interest with any State employee involved in this project, or any other conflict of interest as described in RFP Section 3.7.3.

SECTION II

EQUIPMENT MANUFACTURER'S PROFILE

II.1 Equipment Manufacturer's Profile

4.3 Equipment Manfacturer's Profile

If the Proposer is not the manufacturer of the Equipment, the Proposer shall provide information which shows the quality of that manufacturer. Important information includes, but is not limited to, years in business, annual report, market share, product strategies, management strength, number of employees, and home office location.

MCI WorldCom does not manufacture the prison telephones, call-processing equipment, or recording and monitoring devices described in its proposal. MCI WorldCom has selected industry-leading subcontractors/vendors to provide this equipment. MCI WorldCom will integrate this equipment with its own network services to provide the ICOP and related services.

Table II-1 summarizes the high quality of the manufacturers MCI WorldCom has selected. As can be seen, our subcontractor (Global Tel*Link) and vendor (Phillips, Brooks & Gladwin - PBG) is a leading provider of equipment for the inmate calling market. Global Tel*Link is identified as a subcontractor, as they will provide products and services, while PBG is identified as a vendor, as they will provide products only.

Table II-1. Manufacturer Profiles

	Global Tel*Link	Phillips, Brooks &Gladwin, (PBG) Inc.
Product	LazerPhone Inmate Telecommunications System	Prison telephone enclosures and sets
Years in Business	10 years	40 years
Market Share	Global Tel*Link has earned market share both on its own and as an equipment supplier to other vendors. Global Tel*Link's share in its defined market is more than 25%.	PBG is the largest manufacturer of inmate telephones, with a market share of more than 60%.

	Global Tel*Link	Phillips & Brooks\Gladwin, (PBG) Inc.
Profitability	*Global Tel*Link is a wholly owned subsidiary of Schlumberger, a multi-billion dollar international corporation employing 63,500 people in 100 countries. In 1998, Schlumberger had $11.8 billion in revenue and $1.0 billion in net income.*	*PBG has shown a profit for the past five years, with strong growth trends over that time as they expand into new business segments (e.g. fabrication plants, systems integration).*
Product strategies	• *PC-Based products are engineered for use by all levels of law enforcement personnel (federal, state, county, etc.) in a corrections environment* • *All products are state-of-the-art and are intended to be used as investigative communication tools*	• *All products are designed for high security and low maintenance* • *Emphasis on creating quality systems and programs to ensure the highest level of quality possible*
Management Strength	• *Global Tel*Link is dedicated to taking care of customers and teaming partners by providing complete, innovative solutions that ensure mutual success* • *The Global Tel*Link senior management staff has a combined 65 years of experience in the telecommunications industry*	*PBG's focused approach to meeting customer needs includes:* • *Strategic investments in infrastructure (e.g. state-of-the-art manufacturing equipment; new IS system and corporate network; EDI capability; and Bar Coding)* • *ISO 9000 certification (March 1996)* • *Performance incentive plan based on attainment of customer satisfaction goals*
Number of Employees	*80 employees in the United States and Puerto Rico*	*200+, with over 150 subcontractors nationwide.*
Home Office Location	*Mobile, AL* *Global Tel*Link has offices in New Orleans, LA; Richmond, VA; and in Puerto Rico*	*Cumming, GA* *PBG has an office in Columbus, OH, and a regional center in Indianapolis, IN*

We provide an annual report for Global Tel*Link in Attachment 2. As PBG is a private company, no annual report is available. Instead, we provide a Report of Independent Auditors for PBG.

1.7 Proposer Qualification Statement

Where the Proposer is not the manufacturer of the Equipment a manufacturer's letter of support (sometimes known as a "comfort letter") must be included as part of the response. Content of the letter must mirror the manufacturer's guarantee for the term of the contract.

In proposal Attachment 3, we provide 'Comfort Letters' for Global Tel*Link and PBG.

SECTION III

PROPOSER PROFILE

In this section, MCI WorldCom addresses the Proposer Profile requirements (RFP Section 4.4), as well as the Proposer's Mandatory Minimum Qualification requirements (RFP Section 1.8).

III.1 Proposer Profile

4.4 Proposer Profile

The Proposal shall provide a brief organizational history or background, including but not limited to, recent data describing the current organization, date of incorporation, number of employees, home office location, number of certified technicians, Equipment and Software manufacturer affiliations; industry experience; marketplace experience; relationship with the manufacturer of the proposed Equipment and Software; experience with the proposed Equipment and Software.

A description of the range of products and services relating to this ICOP that are provided by the Proposer shall be included. An explanation of the Proposer's experience with similar ICOP and related services shall also be included.

In September 1998, two of the most innovative telecommunications companies in the world—MCI and WorldCom—joined forces to create a unique global communications enterprise. The combined company—MCI WorldCom—magnifies each legacy company's ability to deliver products and services seamlessly to customers ranging from sophisticated global and multinational organizations to small businesses and residential users. By offering a full range of advanced local-to-global-to-local services over its wholly owned network facilities, MCI WorldCom can provide customers with a single, seamless connection to the world. As MCI WorldCom looks forward to its bright future, its employees continue to demonstrate their commitment to success by delivering high-quality, reliable services at home and abroad.

MCI WorldCom, headquartered in Jackson, Mississippi, provides a full range of integrated communication services to more than 20 million customers. It is the largest competitive local exchange carrier, and the second largest long distance carrier in the United States. Internationally, it is a premier telecommunications service provider, with its own local-to-global-to-local network facilities throughout North America, Latin America, Europe, and the Asia-Pacific region. Furthermore, it is a leading global Internet service provider with more than 1,000 points of presence (POPs) worldwide, and Internet connectivity to over 5,000 buildings that are linked to the rest of the company's network via transcontinental and transoceanic cables. With annualized

revenue of over $30 billion, MCI WorldCom is one of the largest and fastest-growing telecommunication companies in the world.

MCI WorldCom provides a full range of worldwide voice, data, Internet and facsimile services to millions of business and residential customers, state and Federal governments, and international organizations. Quality and reliability are hallmarks of MCI WorldCom's wide ranging services, from local service to residential long distance calling, to international long distance service, to Internet service, to technologically advanced services for every business need.

A Unique Company. MCI WorldCom is a new kind of communications company. It is the *only* communications provider who can ensure accountability of a call from end-to-end in many locations worldwide. It also has the resources to capitalize on the explosive growth of the Internet. With revenue of more than $30 billion, MCI WorldCom combines financial strength and a depth of resources to pursue the industry's best growth opportunities with an advanced global network built for the data-intensive era of communications.

MCI WorldCom's unique assets make it the premier global communications company customers depend on for the telecommunications services of the future. These assets include:

- More than 75,000 employees based in more than 65 countries who have successfully competed against incumbent carriers for every one of the company's 22 million customers
- A "local-to-global-to-local" network with owned network facilities throughout North America, Latin America, Europe and the Asia-Pacific region, reducing its reliance on incumbent phone monopolies in the United States and around the world and enabling it to deliver greater value and better quality of service control to its customers
- A long association with the Internet that has enabled UUNET WorldCom to develop an Internet business with over $2 billion in annualized revenue, growing at approximately 70% annually by virtue of the industry's highest capacity backbone and most extensive portfolio of Internet services
- An entrepreneurial management team with a consistent track record for creating industry-leading shareholder value over the past ten years

- A commitment to creating innovative services and value for its customers through some of the industry's most recognized brands, including UUNET, Intelenet, networkMCI One, Classic, Transcend, MCI One, 1-800-COLLECT, 5-Cent Sundays, 10-10-321 and others.

This unique set of assets is deployed across three divisions. These divisions include MCI WorldCom, the U.S. communications operations; UUNET WorldCom, providing Internet and technology services; and WorldCom International.

MCI WorldCom—U.S. Operations. MCI WorldCom serves millions of U.S. business and consumer customers with a fully-integrated package of long distance, local—available from more than 100 markets nationwide—data, Internet and other communications services. MCI WorldCom's local networks are connected to more than 30,000 buildings, including the Sears Tower in Chicago and the World Trade Center in New York.

Local and Global Network Infrastructure. MCI WorldCom has built a sophisticated network to serve its growing list of Government, academic, and scientific customers—a network that reaches from coast to coast, border to border, and across the seas with unsurpassed fiber optic, digital microwave, and satellite technologies.

The company has invested billions of dollars in its network, which uses the highest level of network intelligence and a state-of-the-art monitoring and control system. MCI WorldCom transmission modes combine advanced fiber optics, digital microwave, and digital switching with other technologies. Common Channel Signaling System #7 (CCS7) is deployed throughout MCI WorldCom's fully digital network.

The MCI WorldCom global network is one of the world's largest, international, value-added networks. It serves more than 5,000 domestic and international corporations, providing a cost-effective, flexible, and reliable means of communicating with global business operations.

MCI WorldCom is the second largest U.S. owner of international fiber cables, and has the largest U.S.-based network of international satellite earth stations. It co-owns all the international submarine cable systems, including the newer fiber optic systems.

The global network is continually upgraded and is poised for even more rapid worldwide expansion. MCI WorldCom's geographic reach continues to be enhanced with additional links being deployed to South America, the Far East, Eastern Europe, and the Mediterranean.

MCI WorldCom's Success in the Inmate Telephone Market. MCI WorldCom has been providing inmate telephone service to its customers since 1989, and has established a reputation for its ability to combine call control and recording capabilities into a seamless solution for inmate telecommunications.

MCI WorldCom's leadership in the inmate calling marketplace, and its successful track record in this highly competitive industry is due to the following:

- **Exceptional management capabilities.** MCI WorldCom's strategy for satisfying the needs of its customers is to assemble and manage a highly qualified team of equipment vendors and maintenance providers. This approach allows MCI WorldCom to offer its customers a single point of contact responsible for all aspects of system performance.
- **A driving focus on ensuring customer satisfaction.** MCI WorldCom prides itself on its approach to ensuring customer satisfaction. MCI WorldCom provides each customer with a dedicated account team that remains responsive to program needs from implementation, to daily operations, to contract phase-out.

While MCI WorldCom is proud of its success in this marketplace, it continues to strive for service improvements wherever possible. MCI WorldCom understands that installing the system is only the first step to a successful program. MCI WorldCom's customers expect and deserve customer support and technical enhancements throughout the life of the contract, and MCI WorldCom dedicated account teams are dedicated to providing that support.

The Key to Success. The many factors contributing to MCI WorldCom's success are founded in one key element: MCI WorldCom prides itself on listening closely to its customers and meeting their needs. The company's continuing ability to meet those needs depends on excellence in:

- Harnessing the rapid evolution of advanced technology to create products and services that anticipate customer needs
- Implementing those products through the most technologically advanced network in the world
- Bringing products and services to the marketplace through the most quality-oriented sales force in the industry
- Providing the highest level of customer service in the industry.

MCI WorldCom's continued focus on the needs of its customers will ensure its success in the global marketplace.

Financial Strength. MCI WorldCom is financially strong with annualized revenue of $30 billion. MCI WorldCom continues to grow and strengthen, allowing it to offer its customers the resources they require for their global telecommunications requirements.

Relationship and Experience with Equipment Manufacturer. Global Tel*Link is an Alabama corporation with corporate headquarters in New York and Paris. The hallmark of Global Tel*Link's products and services is their unique software control system, LazerPhone, which is one of the most advanced, yet user-friendly, inmate telephone system platforms on the market today. LazerPhone, as part of our proposed solution, will be implemented by the same Global Tel*Link professionals who implemented LazerPhone in 17 counties across the nation.

MCI WorldCom has worked with Global Tel*Link for the almost three years, and together, have successfully implemented an inmate telephone system in the Commonwealth of Virginia, and a stand-alone recording system at the SuperMax facility in Youngstown, OH.

MCI WorldCom: the Clear Leader for Global Telecommunications. As demonstrated in the preceeding paragraphs, MCI WorldCom is a premier telecommunications provider with an ever-growing global presence, and ever-increasing revenues. Worldwide, it provides integrated voice, data, Internet services—precisely those services that the global marketplace demands. Its products are unrivaled in the industry, and its commitment to its customers' satisfaction unparalleled.

MCI WorldCom will provide the following services in support of the ICOP contract:

- All call processing equipment and spare parts
- All access and network transport facilities for inmate phones
- Wide Area Network (WAN) infrastructure and monthly support
- Program management and customer and technical support.

MCI WorldCom's financial information (our 1998, 1997, and 1996 Annual Reports) are included in Attachment 2.

III.2 Proposer's Mandatory Minimum Qualifications

1.8 Proposer's Mandatory Minimum Qualifications

A Proposer is making an important long-term support commitment to ODRC and its long-range telecommunications strategies. Failure to meet any one of these requirements shall disqualify the Proposer. The Proposer shall explain how it meets each of the following qualifications:

1. *Proposer shall have been in the telecommunications business for at least five (5) years with a minimum of three (3) years of providing ICOP services.*
2. *Proposer shall demonstrate that it is a viable, going concern by providing annual/year-end financial statements audited by independent, certified public accounts for the previous three (3) years.*
3. *Proposer shall provide a list of all contracts, past and current, for whom the Proposer, under its current corporate name or identity or under any previous corporate name or identity, is providing, or has provided, ICOP services.*
4. *The Proposer's Inmate Class of Service collect call rates charged to the called party, within Ohio, shall not exceed tariffed per minute rates of $.40 and tariffed per call surcharges of $2.50 applicable to local, intrastate/intraLATA toll and intrastate/interLATA calls originating from ODRC facilities.*
5. *The Commission Percentage Rate paid to ODRC shall not be less than 38% and shall be based on gross revenue.*
6. *Proposer shall be a single point of contact for all services required in this RFP.*

MCI WorldCom understands that it is making a long term support commitment to ODRC and its long-range telecommunications strategies. MCI WorldCom meets the minimum profile for bidders, as shown in Table III-1.

Table III-1. MCI WorldCom Compliance with Mandatory Bidder Requirements

Bidder Requirement	MCI WorldCom Compliance	Notes
1. Proposer shall have been in business for at least five (5) years, with a minimum of three (3) years providing ICOP services.	YES	MCI WorldCom has been in business for 30 years, and has been providing ICOP services for 10 years.
2. Proposer shall demonstrate that it is a viable, going concern by providing annual/year-end financial statements audited by independent, certified public accounts for the previous three (3) years.	YES	MCI WorldCom has a long record of financial soundness, with annual revenues over the past three years of: 1996 – $ 18.5 Billion 1997 – $ 19.6 Billion 1998 – $ 30.4 Billion We provide MCI WorldCom's annual reports in Attachment 3.
3. Proposer shall provide a list of all contracts, past and current, for whom the Proposer, under its current corporate name or identity or under any previous corporate name or identity, is providing, or has provided, ICOP services.	YES	At the end of this section, MCI WorldCom provides a list of all contracts, past and current, for which we provide, or have provided, ICOP services.
4. The Proposer's Inmate Class of Service collect call rates charged to the called party, within Ohio, shall not exceed tariffed per minute rates of $.40 and tariffed per call surcharges of $2.50 applicable to local, intrastate/intraLATA toll and intrastate/interLATA calls originating from ODRC facilities.	YES	MCI WorldCom has read, understands, and will comply, subject to the information contained in proposal Section XI – Financial Overview and the corresponding Attachment 8.
5. The Commission Percentage Rate paid to ODRC shall not be less than 38% and shall be based on gross revenue.	YES	MCI WorldCom has read, understands, and will comply, subject to the information contained in proposal Section XI – Financial Overview and the corresponding Attachment 8.
6. Proposer shall be a single point of contact for all services required in this RFP.	YES	MCI WorldCom will be the single point of contact for all services provided under this contract.

As shown, MCI WorldCom meets or exceeds all six mandatory bidder requirements. In addition, as demonstrated throughout MCI WorldCom's proposal, MCI WorldCom meets all other RFP requirements as well.

The following is a list of all contracts (jurisdictions), past and current, for which we provide, or have provided, ICOP services:

- Alabama (Jefferson County)
- Arkansas
- California
- Colorado
- Connecticut
- Florida
- Georgia (Chatham County)
- Iowa
- Illinois
- Kentucky
- Louisiana
- Massachusetts
- Michigan
- Minnesota
- Missouri
- New Jersey (Berger and Warren County)
- New York
- Ohio
- Texas
- Kentucky
- Virginia
- Wisconsin
- Wyoming

SECTION IV

KEY PERSONNEL PROFILE SUMMARIES

IV.1 KEY PERSONNEL PROFILE SUMMARIES

4.5 Key Personnel Profile Summaries

The Proposer shall provide only competent and trained certified personnel to ODRC to work on this ICOP.

The following personnel (or their equivalent) are key to the ICOP: project manager, account team, customer service representative, field technicians, training personnel, technical support group, peripheral experts and manufacturer's representatives. The Proposal shall include the following information for each of these key personnel:

1. *References - Three (3) references for which these individuals and Proposer have successfully completed, within the past five (5) years, an ICOP of similar size and scope to the one in this RFP. The name of the person to be contacted, phone number, company, address, brief description of the ICOP size and complexity and dates of employment shall be given for each reference. The references must agree to be interviewed by ODRC.*

   If less than three (3) references are provided, the Proposer shall explain why.

2. *Education and Training - The Proposal must list the education and training of these individuals and demonstrate, in detail, their ability to properly perform under the Contract based on the relevance of the education and training to the requirements of this RFP.*

3. *Resume.*

In Table IV-1, MCI WorldCom lists our key personnel and provides three references for each.

Table IV-1. References

Key Person	*Reference*	*Project Description/ Dates of Employment*
Tracy Stewart, Project Manager	1. Missouri Department of Corrections Don Gerling, Dir. of Financial Svcs. P.O. Box 236 Jefferson City, MO 65102 Phone: 573-751-2389	MCI WorldCom provides 1,162 inmate calling stations at 20 different facilities. Contract requirements include maintaining on-site inmate call control, monitoring, and digital recording systems and inmate telephone station equipment and cabling. Mr. Stewart has supported this contract from1990 to present.
	2. Arkansas Department of Corrections Burl Scifers, Purchasing Manager P.O. Box 8707 Pine Bluff, AR 71611 Phone: 870-247-6260	MCI WorldCom provides 400 inmate calling stations at 18 facilities. Contract requirements include providing and installing new telephone cabling, inmate telephones, local telephone access circuits, on-site inmate call control, monitoring, and recording equipment. Mr. Stewart supported this contract from 12/94 to11/95.
	3. Colorado Department of Corrections Christie Poole Telecommunications Manager 2862 South Circle Dr., Suite 400 Colorado Springs, CO 80906-4195 Phone: 719-226-4802	MCI WorldCom's inmate calling system currently supports a total of 10,620 inmates and 631 inmate telephones at 21 facilities. Contract requirements include managing and coordinating with U.S. West who is responsible for providing and maintaining the actual inmate telephones, telephone cabling and recording equipment. MCI WorldCom is responsible for providing, installing, and maintaining the on-site call control/processing systems located at each facility along with the CO DOCs Headquarters Database Server and Wide Area Network. Mr. Stewart has supported this project from June 1996 to present.

Key Person	*Reference*	*Project Description/ Dates of Employment*
John O'Bryan, Account Manager	1. Kentucky Department of Corrections Ken Dressman Principle Assistant to the Commissioner Old State Office Building Frankfort, KY 40601 Phone: 502-564-4726	Replaced previous system with MCI WorldCom's inmate calling service. Installed call processing, full channel recording, and monitoring equipment. Mr. O'Bryan has supported this contract from 1994 to present.
	2. University of Kentucky Doyle Friskney Assistant VP – Information System 04 Parking Structure #2 Lexington, KY 40601 Phone: 606-257-5600	MCI WorldCom installed 800 Internet modems in 14 sites across the State of Kentucky for universities and community colleges. Provided dial-up internet services to 20,000 subscribers. Mr. O'Bryan has supported this contract from 3/95 to present.
	3. Kentucky Dept. of Info. Services David Ballard Director of Telecommunications 101 Cold Harbor Drive Frankfort, KY 40601 Phone: 502-564-8713	MCI WorldCom provided installation and maintenance of a T-1 network to support Kentucky's statewide data network. Mr. O'Bryan supported this contract from 4/93 to 12/96.
Ian Hicks, General Manager	1. California Dept. of Corrections Bob Jensen Project Manager PO Box 942883 Sacramento, CA 94283 Phone: 916-323-6186	MCI WorldCom provided the installation and maintenance of an inmate calling system for all state DOC facilities. Mr. Hicks supported this contract from 8/92 to 8/98.
	2. Wyoming Dept. of Corrections Bob Ortega Deputy Director 700 W. 21st St. Cheyenne, WY 82002 Phone: 307-777-6415	MCI WorldCom provided the installation and maintenance of an inmate calling system at all state DOC facilities. Mr. Hicks supported this contract from 7/94 to 5/95.
	3. California Dept. of General Services Bill Case Payphone Program Manager 601 Sequoia Pacific Blvd. Sacramento, CA 95814 Phone: 916-657-9974	MCI WorldCom provided the installation and maintenance for all state payphones throughout California. Mr. Hicks supported this contract from 8/92 to 8/98.

Key Person	*Reference*	*Project Description/ Dates of Employment*
Bob Rich, Customer Support Coordinator	1. New York State Department of Correctional Services Ed Koelberger Director of Information Services Building 2 1220 Washington Ave. Albany, NY 12226 Phone: 518-457-4414	MCI WorldCom provides inmate calling services to approximately 72,000 inmates held at 70 state correctional facilities. In addition, MCI WorldCom also provides administrative phone and video services for the Department of Corrections staff. Mr. Rich has supported this project from 6/99 to present.
	2. Orange County California Sheriff's and Probation Departments Susan Eastman Auditor 331 City Drive South Orange, CA 92612 Phone: 714-834-6686	MCI WorldCom provides inmate calling services to approximately 5,000 inmates held at seven facilities throughout the County. Contract requirements include maintaining inmate call control, recording systems, and commissioning reporting systems. Mr. Rich has supported this contract from 7/98 to present.
	3. United States Army 4209th USAH Hospital Mike Freville Executive Officer 151 Vo Tech Road Lexington, KY 40511 Phone: 606-255-2886	Mr. Rich provided all logistical, operational, and non-clinical training guidance for the hospital. Mr. Rich served as third in command from 8/96 to 9/99.
Steve DeForrest, Global Tel*Link Account Manager	1. Mobile County Metro Jail Rick Gaston Warden 450 Emanuel St. Mobile, AL 36602 Phone: 334-690-4702	Global Tel*Link installed and currently maintains a 60 line inmate telephone system, 60 inmate telephone sets, a 60 line inmate telephone recording component, and all necessary peripheral equipment. Mr. DeForrest has supported this project from 1993 to present.
	2. Mississippi Correctional Communications Cecil McCrory, President P. O. Box 69 Brandon, MS 39042 Phone: 601-825-6539	Global Tel*Link installed and currently maintains inmate telephone systems and recording and monitoring systems in 17 correctional facilities across the southeastern United States in conjunction with MCC. Each of these installations are ongoing projects. Mr. DeForrest supported this project from 7/96 to present.
	3. ShawnTech Communications, Inc. Mr. Tillman Mosley, Jr. Operations Manager 4732 Payne Avenue Dayton, OH 45414 Phone: 937-324-5808	Global Tel*Link is currently installing and will provide second tier support for 64 inmate telephone recording and monitoring system throughout correctional facilities in the State of Virginia. This project installation and maintenance is being coordinated with ShawnTech Communications. Mr. DeForrest supported this project from 8/98 to present.

Key Person	*Reference*	*Project Description/ Dates of Employment*
Jim Gross, Ameritech Account Manager	1. Cuyahoga County Correctional Facilities Brian Bowens Telecommunication Manager 1642 Lakeside Dr. Cleveland, OH 44114 Phone: 216-443-7630	Ameritech manages an inmate telephone system that supports two adult facilities with 450 inmate payphones and a juvenile center. Mr. Gross has supported this project from 1994 to present.
	2. Franklin County Correctional Facilities Joe McAlister Telecommunications Manager 410 High Street Columbus, OH 43215 Phone: 614-462-3985	Ameritech manages an inmate telephone system that supports two adult, one work release, and one juvenile center comprising a total of 300 inmate payphones. Mr. Gross supported this project from 1994 to present.
	3. Hamilton County Correctional Facilities Joe Schmitz Director of Corrections 1000 Sycamore Street Cincinnati, OH 45202 Phone: 513-946-6606	Ameritech manages an inmate telephone system that includes four separate facilities comprising a total of 233 inmate payphones. Mr. Gross supported this project from 1999 to present.

MCI WorldCom has a policy of emphasizing comprehensive on-the-job training as a means of increasing employee knowledge and skills. Promotions at MCI WorldCom are based on employee's hands-on experience and job performance. All key personnel have extensive experience supporting and managing inmate calling systems and other similar systems. For specific education and training information, please see the resumes of our key personnel.

We provide resumes for our key personnel in Attachment 4.

SECTION V

CONTRACT PERFORMANCE

V.1 Contract Performance

4.6 Contract Performance

The Proposal shall include the following information for the past five (5) years:

1. Whether the Proposer had a contract terminated for default or cause. If so, then give full explanation and the other party's name, address, and telephone number.

To the best of MCI WorldCom's knowledge, in the past five (5) years it (including its predecessors, parent or affiliates) has not had a contract terminated for default, which termination would have a material adverse effect on MCI WorldCom's ability to perform the contract resulting from this proposal. In addition, MCI WorldCom makes the affirmative commitment that it will provide the State with notice of any termination for default that it subsequently discovers, which MCI WorldCom determines could have a material adverse impact on its ability to perform the contract resulting from this proposal. Nonetheless, because MCI WorldCom (including its predecessors, parent and affiliates), has been in the past, and continues to be, a party to thousands of contracts and service agreements with customers, to compile and provide the information requested here by ODRC with absolute certainty would be extremely arduous, burdensome and time-consuming, if not impossible as a practical matter.

2. Whether the Proposer has been assessed any damages in excess of $10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, then explain, including the name of the other organization, the reason for the damages, and the amount for each incident.

To the best of MCI WorldCom's knowledge, in the past five (5) years it (including its predecessors, parent or affiliates) has not been assessed any damages in excess of $10,000, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity), which assessment would have a material adverse impact on its ability to perform the contract resulting from this proposal. In addition, MCI WorldCom makes the affirmative commitment that it will provide ODRC with notice of any such assessment of damages that it subsequently discovers, which MCI WorldCom determines could have a material adverse impact on its ability to perform the contract resulting from this proposal. Nonetheless, because MCI WorldCom (including its predecessors, parent and affiliates),

has been in the past, and continues to be, a party to thousands of contracts and service agreements with customers, to compile and provide the information requested here by ODRC with absolute certainty would be extremely arduous, burdensome and time-consuming, if not impossible as a practical matter.

3. *Whether the Proposer, under its current corporate name or identity, or any previous corporate name or identity, has been restricted, prohibited, or precluded by any governmental action from participating in any ICOP contract or ICOP contract procurement.*

To the best of MCI WorldCom's knowledge, in the past five (5) years it (including its predecessors, parent or affiliates) has not been the subject of any governmental action limiting its right to do business with that entity or any other government entity, which governmental action would have a material adverse impact on its ability to perform the contract resulting from this proposal. In addition, MCI WorldCom makes the affirmative commitment that it will provide ODRC with notice of any such governmental action that it subsequently discovers, which MCI WorldCom determines could have a material adverse impact on its ability to perform the contract resulting from this proposal. Nonetheless, because MCI WorldCom (including its predecessors, parent and affiliates), has been in the past, and continues to be, a party to numerous contracts and service agreements with government customers, to compile and provide the information requested here by ODRC with absolute certainty would be extremely arduous, burdensome and time-consuming, if not impossible as a practical matter.

4. *Whether the Proposer, under its current corporate name or identity, or under any previous corporate name or identity, or any officer or director of said Proposer, or any owner of a 20% interest or greater in said Proposer, has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.*

To the best of MCI WorldCom's knowledge, neither it (including its predecessors, parent or affiliates), nor any officer or director of any of them, nor any owner of a 20% interest or greater in either its former or current parent has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, which filing would have a material adverse effect on MCI WorldCom's ability to perform the contract resulting from this proposal.

If the answer to any question in (1) through (4) is affirmative, the Proposal shall include complete details about the matter. While an affirmative answer to any of these questions will not automatically disqualify a Proposer from consideration, at the sole discretion of the evaluation committee, such an answer and a review of the background details may result in a rejection of the Proposal. The committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Proposer's performance on the ICOP, and the best interests of the State.

MCI WorldCom has not answered any of the items 1-4 above in the affirmative, so no further explanation is required.

SECTION VI

ICOP EQUIPMENT AND SOFTWARE CAPABILITIES, BOTH PRESENT AND FUTURE

VI.1 ICOP Equipment and Software Capabilities, Both Present and Future

4.7 ICOP Equipment and Software Capabilities, Both Present and Future

The Proposal shall include descriptive literature providing a general overview of the proposed ICOP Equipment and Software. Evidence of a strong migration path toward advanced present and future capabilities is important.

MCI WorldCom provides, in Attachment 5, brochures that describe elements of our proposed solution.

SECTION VII

TECHNICAL DOCUMENTATION

VII.1 Technical Documentation

4.8 Technical Documentation

The Proposal shall include technical information on all recommended products. Said information does not have to consist of advanced engineering or installation manuals, but should be detailed at a meaningful technical level and beyond general sales information.

MCI WorldCom provides, in Attachment 6, technical specification sheets pertaining to elements of our proposed solution. MCI WorldCom understands that ODRC wishes to use this information to evaluate the products recommended from a technical standpoint.

SECTION VIII

BIDDER RESPONSE INFORMATION

4.9 Proposer's Response to Section 5 of this RFP

Proposal responses to Section 5 of this RFP shall be included under this tab. Each Proposal must respond to each request for information in Section 5 of this RFP whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

MCI WorldCom's response to RFP Section 5 is included under this Tab. MCI WorldCom has retained the RFP's numbering and ordering sequences, and has provided a compliant response to each RFP requirement.

SECTION 5
SYSTEM REQUIREMENTS

This section lists all required specifications of this RFP for an ICOP & Related Services. Please refer to Sections 4.9 and 4.15 of this RFP for instructions in responding to Section 5 and definitions of required specifications, respectively.

MCI WorldCom has reviewed all the required specifications identified in the ICOP and related services RFP. MCI WorldCom understands the proposal instructions and definitions provided in RFP Sections 4.9 and 4.15.

5.1 General Bidder Requirements

5.1.1 Account Team

The Proposer shall establish an internal "Account Team" to interface with ODRC for the ICOP. This Account Team will serve as the single-point- of contact (SPOC) for ODRC and shall provide new telephones, System and network design services, System programming services, System transition and implementation services, post installation programming, updates and maintenance services and commission fee schedule services.

1. *The Proposer shall provide access to the Account Team by voice telephone number and facsimile transmission.*

2. *The Proposer shall provide access to the Account Team via toll free 800/888/877 numbers for telephone and facsimile access.*

3. *The Proposer shall provide access to the Account Team by E-Mail (Internet) address.*

Before we discuss the specifics of the MCI WorldCom ICOP Account Team, we discuss the subcontractors that will support us in this endeavor. Each subcontractor will appoint personnel to the MCI WorldCom ICOP Account Team.

MCI WorldCom ICOP Team Subcontractors

To support the ICOP, we have teamed with Global Tel*Link Corporation (Global Tel*Link) and Ameritech Services, Inc. (Ameritech). In the following table, we identify the responsibilities of each subcontractor and the reasons why we selected them. Following the table, we provide additional information pertaining to each company.

Table VIII-1. The MCI WorldCom Team Subcontractors

Team Member	Responsibilities	Reasons for Selection
Global Tel*Link	• Install and maintain an inmate telephone system - LazerPhone • Manage and maintain the central server and back-up center • Provide full time technicians physically located in the State of Ohio to install, maintain and service all related inmate telephone equipment • Provide all trainers and training materials for training sessions • To facilitate statewide support of LazerPhone, Global Tel*Link will train Ameritech employees in the installation and maintenance of LazerPhone, and provide ongoing training and support as necessary	• Extensive experience in implementing integrated inmate call control, processing, and recording system solutions • Designed and implemented an inmate call control, processing, and recording system platform - LazerPhone - which is currently used in 17 county programs • The same Global Tel*Link professionals who implemented LazerPhone in those counties will support MCI WorldCom in implementing the new ICOP system • Commitment to providing excellent customer service

Team Member	Responsibilities	Reasons for Selection
Ameritech	• Provide full time technicians physically located in the State of Ohio, to maintain and service all inmate telephones at each ODRC facility • Serve as back up to Global Tel*Link for maintenance of the LazerPhone platform • Provide and maintain inmate TDD phones/devices and enclosures where required by ODRC • At ODRC locations within Ameritech's traditional franchise territory, Ameritech will continue to own the inmate telephones	• Ameritech Inmate Calling Services (AICS) provides a revolutionary service and is in the forefront in offering new technologies and solutions to the correctional marketplace • In the State of Ohio, Ameritech is the current provider of inmate call out services for Franklin, Cuyahoga, Montgomery, and Summit counties • Ameritech's support of ODRC over the past decade has resulted in a familiarity with the personnel, protocols, policies, and procedures observed by ODRC facilities • Commitment to providing excellent customer service

Global Tel*Link. Global Tel*Link is an Alabama corporation with corporate headquarters in New York and Paris. The hallmark of Global Tel*Link's products and services is their unique software control system, LazerPhone, one of the most advanced, yet user-friendly, inmate telephone system platforms on the market today. LazerPhone will be implemented by the same Global Tel*Link professionals who implemented LazerPhone in 17 counties across the nation. Global Tel*Link's knowledge will ensure the successful implementation of the new ICOP system.

MCI WorldCom selected LazerPhone as it:

- Provides a proven, fully integrated and fully networked call processing and recording solution
- Provides superior administrative support through its control and reporting features
- Provides superior reliability and performance as its continuously performs self diagnostics and automatically provides system software maintenance upgrades
- Can be easily upgraded to accommodate inmate population growth.

Ameritech. Ameritech pioneered inmate service in the late 1970s, and currently provides inmate service to the majority of state, county, city, and local jails and correctional institutions within their traditional service region of Illinois, Indiana, Michigan, Ohio, and Wisconsin. In the State of Ohio alone, Ameritech is the current provider of inmate call out services for Franklin, Cuyahoga, Montgomery, and Summit counties along with several other county and city facilities. Ameritech Inmate Calling Services (AICS) provides a revolutionary service and is in the forefront in offering new technologies and solutions to the correctional marketplace. Ameritech's support of ODRC over the past decade has resulted in a familiarity with the personnel, protocols, policies and procedures observed by ODRC facilities both individually and collectively creating a sense of security and confidence in Ameritech's management and maintenance abilities. Ameritech's Ohio-base presence provides all the expertise of a major telecommunications company serving ODRC's correctional facilities.

Overview of the MCI WorldCom ICOP Account Team

As the prime contractor, MCI WorldCom will serve as the point of contact for ODRC representatives. As the incumbent contractor and provider of inmate calling services to the ODRC since 1989, MCI WorldCom already has in place a proven Account Team, and a proven support organization.

MCI WorldCom will continue to use its current Account Team, with the addition of proposed subcontractor personnel, to interface with the ODRC for the ICOP and related services project. The MCI WorldCom ICOP Account Team will provide new telephones, system and network design services, system programming services, system transition and implementation services, post installation programming, updates and maintenance services, and commission fee schedule services.

The key members of our proposed team include Mr. John O'Bryan, Account Manager, Mr. Tracy Stewart, Project Manager, Mr. Ian Hicks, General Manager, Mr. Bob Rich, Service Consultant, Mr. Steve DeForrest, Global Tel*Link Account Manager, and Mr. Jim Gross, Ameritech Account Manager.

Table VIII-1 provides contact information for the key members of the team. Our team will be accessible to the ODRC by voice and facsimile and electronic mail. A toll-free number to contact the MCI WorldCom help desk will be made available to the ODRC following contract award to MCI WorldCom.

Table VIII-2. Account Team Contact Information

Name/Title	Phone*	Toll Free (Pager)	Facsimile	e-mail
John O'Bryan, Account Manager	*502-429-4042*	*800-759-8888 PIN: 2161866*	*502-429-8987*	*John.Obryan@wcom.com*
Tracy Stewart Project Manager	*314-342-8515*	*800-724-3624 PIN: 1568842*	*314-342-7306*	*Tracy.Stewart@wcom.com*
Ian Hicks, General Manager	*770-284-5006*	*800-471-8304*	*770-284-3058*	*Ian.Hicks@wcom.com*
Bob Rich, Service Consultant	*502-429-4044*	*888-779-6892*	*502-429-7467*	*Bob.Rich@wcom.com*
*Steve DeForrest, Global Tel*Link Account Manager*	*334-479-4500*	*888-455-6149*	*334-473-4588*	*Sdeforre@ mobile.global.slb.com*
Jim Gross, Ameritech Account Manager	*216-822-1248*	*888-653-0513*	*216-822-1103*	*James.R.Gross@ ameritech.com*

*Toll free numbers will be available, and will be provided.

Mr. O'Bryan has established a strong working relationship with the ODRC, and will continue in his role as the primary interface to the ODRC for all business issues.

Mr. Stewart has directed operations for MCI WorldCom's inmate services in the central U.S. since 1996. In this capacity, he has supported some of MCI WorldCom's largest customers, including Ohio.

Mr. Hicks, as described in more detail below, manages the organization that supports all MCI WorldCom correctional services contracts. He will work directly with Mssrs. O'Bryan and Stewart to direct resources, as needed, to support the ICOP and related services program.

Mr. Rich will support the field service managers and technicians with order entry and any adds, moves, or changes as they relate to the network portion of the provisioning process. He will also manage the commission process.

Mr. DeForrest will create the appropriate installation schedule, supervise system installations, and will act as liaison and technical advisor to the maintenance staff. In addition, Mr. DeForrest will oversee all LazerPhone system on-site installation technicians.

Mr. Gross will provide technicians to maintain and service all inmate telephones at each ODRC facility and provide and maintain inmate TDD phones/devices and enclosures as required.

Account Team Organization and Supporting Resources

The MCI WorldCom ICOP Account Team is a part of MCI WorldCom's Value Addend Network Solutions group, under the direction of Nancy Collins. The Law Enforcement Division of Value Added Network Solutions, under the direction of General Manager Ian Hicks, is comprised of telecommunications professionals who have implemented and supported inmate telephone systems for MCI WorldCom customers since 1989. Today, this organization supports seventeen state correctional programs serving over 450,000 inmates. The Law Enforcement division consists of marketing and technical professionals who understand ODRC mission requirements and possess the required skills to support all aspects of the ICOP and related services contract. The following groups make up the Law Enforcement Division:

Product Marketing. MCI WorldCom takes great pride in offering its correctional customers the most up-to-date inmate calling products and services available in the marketplace. In addition to identifying, testing, and marketing new and emerging technologies, MCI WorldCom works closely with its customers to drive development to meet emerging customer requirements. This proactive approach to product

development requires MCI WorldCom to form a partnership with its customers and vendors to identify emerging requirements and develop software and hardware solutions that can be integrated into the customer's existing platform.

Field Operations. The Field Operations group oversees installation and maintenance activities for all of MCI WorldCom's correctional customers. This group will work with Global Tel*Link and Ameritech to install and maintain facility equipment, including inmate telephone sets, site call processing equipment, and the call monitoring and recording equipment. In addition, Field Operations will provision and maintain all necessary telecommunication facilities. Following installation, the Field Operations group will monitor sub-contractor performance to ensure all ODRC procedures are followed and all equipment manufacturer specifications are met.

Finance Administration. Finance Administration will oversee tariff integrity and will ensure accurate and timely commission payments. Administering the financial side of this contract can be as complex as providing the services that support the ICOP. MCI WorldCom's success with Ohio, and with other state correctional programs, demonstrates the importance of this dedicated resource.

Systems Support. Systems Support will perform a range of activities in support of this contract, including:

- **Data Collection.** Systems Support will collect billable and unbillable call detail records (CDR) from the site call processors deployed at ODRC facilities. To avoid delays in commission payments, Systems Support will ensure that CDRs are in the correct format for processing by MCI WorldCom's billing centers.
- **Data Analysis.** Systems Support will analyze CDRs for performance anomalies and will work in conjunction with Field Operation's personnel to resolve any issues. For example, if there is a significant decrease in the number of attempted calls from a facility, Systems Support will work with Field Operations to determine whether the cause is technical or administrative (for example, a lockdown preventing inmate's from using the system).
- **LIDB Processing.** Systems Support will use a call validation gateway (CVG) to perform line information data bases (LIDB) dips. The CVG is monitored on a 7x24 basis with real time alarms and pager notifications in the event of service degradation. As new facilities are brought on-line, System Operations will integrate the site call processor with the CVG.

The Law Enforcement Division is located within MCI WorldCom's Government Markets division. As can be seen in Figure VIII-1, the Account Team enjoys a high level of corporate visibility with clear lines of authority. The Account Team reports directly to a senior level MCI WorldCom director who will ensure that all necessary resources

are made available to deliver all required services. Further, the involvement by MCI WorldCom executive management will provide a point of escalation for both the Account Team and the ODRC.

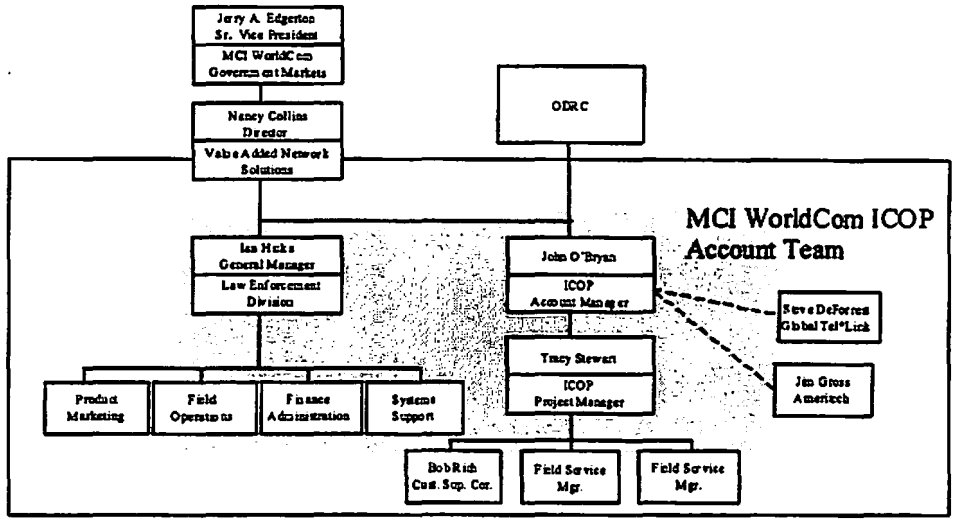


Figure VIII-1. The MCI WorldCom ICOP Account Team

The Account Team's placement within MCI WorldCom's existing organizational structure allows the team to draw on the same internal engineering, management, and personnel resources that have made MCI WorldCom's other correctional programs a success. This approach provides the ODRC with a low risk approach to network implementation and management.

5.1.2 Approval of Account Team Personnel

ODRC reserves the right to reject personnel assigned to the Account Team including personnel from the Contractor and personnel from any subcontractors during the life of the contract.

MCI WorldCom understands the ODRC's right to reject personnel assigned to the Account Team, including personnel from any of its subcontractors during the life of the contract. MCI WorldCom supports this right, with the understanding that acceptance of proposed Account Team members will not be unreasonably withheld.

5.1.3 Account Team Role in Problem Resolution

The Account Team shall work in conjunction with any Customer (ODRC) Premise Equipment (CPE) or network contractor (voice or data) being used by ODRC to resolve any technical problems that may arise between the proposed Inmate Calling System and any existing or future voice/data Systems installed by ODRC. This will eliminate the need for ODRC to be a mediator in problem resolutions.

Upon request of ODRC, the Account Team shall speak directly with any other CPE contractor, local exchange carrier, long distance carrier, etc. to resolve technical issues.

MCI WorldCom's Account Team will work with any customer premise equipment (CPE) or network (voice or data) contractor being used by the ODRC to resolve any technical problems that may arise between its proposed ICOP and any existing or future voice/data systems installed by the ODRC. This involvement will eliminate the need for the ODRC to be a mediator in problem resolution. Upon request of the ODRC, MCI WorldCom will speak directly with any other CPE contractor, local exchange carrier, long distance carrier, etc. to resolve technical issues.

MCI WorldCom's Account Team will keep MCI WorldCom and ODRC management levels fully apprised of program progress and issues, and will ensure that attention and resources are focused on resolving issues that may impede achieving program objectives. The MCI WorldCom Maintenance Plan is described in more detail in proposal Section X.

5.1.4 Adherence to Municipal, State and Federal Requirements

The Proposer shall adhere to any municipal, state or federal requirements for ICOP installation "certification", training, or registration. Failure to comply with present and future municipal, state or federal requirements may result in termination of any Contract with the Proposer and the paying of any applicable fines, etc. incurred by ODRC for violation of such requirements by the Proposer.

The Proposer shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all Systems and services provided throughout the duration of the Contract.

MCI WorldCom will adhere to any municipal, state, or federal requirements for ICOP installation "certification", training, or registration. MCI WorldCom understands that failure to comply with present and future requirements will result in termination of any contract with MCI WorldCom and the paying of any application fines incurred by the ODRC for violation of such requirements by MCI WorldCom.

MCI WorldCom will be responsible for compliance with all regulatory requirements imposed by local, state, and federal regulatory agencies for all systems and services provided throughout the duration of this contract.

5.1.5 Year 2000 Compliance

Proposer shall supply only that Information Technology which its supplier or manufacturer warrants as being "Year 2000 Compliant." All such warranties are made by the supplier or manufacturer, not by the Proposer, and accrue directly to the benefit of ODRC. Any service failure, interruption or impairment arising from a failure of Information Technology to be Year 2000 Compliant will be treated by the parties in the same manner as any other service failure, interruption or impairment arising under the Contract

The term "Information Technology" means Hardware, Software and/or firmware provided by Proposer's first-tier subcontractor and installed on ODRC premises for dedicated use under the Contract. As used in the Contract, "Year 2000 Compliant" means, with respect to Information Technology, that the Information Technology accurately processes date/time (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and years 1999 and 2000 and leap years calculations to the extent that other information technology used in combination with Information Technology being acquired properly exchanges date/time data with it.

Proposer is using and shall continue to use reasonable efforts, including continued testing of its network for Year 2000 readiness, to prevent any material interruption or impairment, by so-called "Year 2000 Problem," of the network services provided under the Contract by Proposer. Upon ODRC's reasonable request, Proposer will provide an update on the state of its Year 2000 readiness. The "Year 2000 Problem" generically refers to the potential inability of some computer Systems to accurately handle date-related functions involving dates of January 1, 2000 and thereafter. Proposer shall have no liability for impairment or interruption caused by Hardware or Software provided by ODRC. If there is a service interruption or impairment from a Year 2000 Problem, ODRC's and Proposer's rights and obligations shall be the same as those available for other similar service impairments or interruptions.

MCI WorldCom will supply only that Information Technology which its sub-contractor, supplier or manufacturer warrants as being "Year 2000 Compliant." All such warranties are made by the supplier or manufacturer, not by MCI WorldCom, and accrue directly to the benefit of ODRC. Any service failure, interruption, or impairment arising from a failure of Information Technology to be Year 2000 Compliant will be treated by the parties in the same manner as any other service failure, interruption, or impairment arising under this contract.

The term "Information Technology" means hardware, software and/or firmware provided by MCI WorldCom's first-tier subcontractors, and installed on ODRC premises for dedicated use under this contract. As used in this contract, "Year 2000 Compliant" means with respect to Information Technology that the Information Technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty- first centuries, and years 1999 and 2000 and leap year calculations to the extent that other information technology used in combination with the Information Technology being acquired properly exchanges date/time data with it.

MCI WorldCom is using and shall continue to use reasonable efforts, including continued testing of its network for Year 2000 readiness, to prevent any material

interruption or impairment, by the so-called "Year 2000 Problem," of the network services provided under this contract by MCI WorldCom. Upon ODRC's reasonable request, MCI WorldCom will provide an update on the state of its Year 2000 readiness. The "Year 2000 Problem" generically refers to the potential inability of some computer systems to accurately handle date-related functions involving dates of January 1, 2000 and thereafter. MCI WorldCom shall have no liability for impairment or interruption caused by hardware or software provided by ODRC. If there is a service interruption or impairment from a Year 2000 Problem, ODRC's and MCI WorldCom's rights and obligations shall be the same as those available for other similar service impairments or interruptions.

5.1.6 System Programming and Maintenance Orders

The Proposer's Account Team must accept System programming and maintenance orders only from authorized personnel with the ODRC. The Account Team must determine authorized personnel as part of their Proposal's initial contracting process and provide authorization forms for agency personnel signatures. The Proposer will be responsible for all charges associated with "unauthorized" service repairs, additions, or changes performed by the Proposer.

MCI WorldCom's Account Team will accept system programming and maintenance orders only from authorized personnel within the ODRC. The Account Team will determine authorized personnel during the initial contracting process and provide "authorization forms" for agency personnel signatures. MCI WorldCom will be responsible for all charges associated with "unauthorized" service repairs, additions, or changes performed by the company.

5.1.7 Modifications to Industry Dialing Requirements

The Proposer shall be responsible for making all System modifications necessary to allow inmates to place calls as industry dialing requirements change at no cost to ODRC. Such modifications must be made in a timely manner to ensure proper use of the System by inmates and ODRC personnel.

MCI WorldCom will be responsible for making all necessary system modifications as industry dialing requirements change, allowing inmates to continue to place calls. These modifications will be made at no cost to the ODRC. MCI WorldCom's Account Team will work with ODRC personnel to develop a mutually agreed upon schedule, and the modifications will be made within this schedule to allow full use of the system by inmates and ODRC personnel.

5.1.8 Regulatory Changes

The Proposer shall be responsible for complying with and updating the ICOP for any regulatory changes and requirements during the life of the contract. These regulatory changes include federal, state or local municipal modifications. These changes must be made in a timely manner and at no cost to ODRC.

MCI WorldCom will comply with and update the ICOP if any regulatory changes and requirements occur during the life of the contract. MCI WorldCom understands these regulatory changes may include federal, state, or local municipal modifications. MCI WorldCom's Account Team will work with ODRC personnel to inform them of any regulatory changes and develop a mutually agreed upon schedule for the implementation of such changes which will be made within this schedule at no cost to the ODRC.

5.2 General System Requirements

The ICOP proposed for ODRC must meet or exceed the following requirements. The proposed ICOP shall be provided for all ODRC facilities at no cost to ODRC for installation, training, operation and maintenance of the System and its components.

As the premier provider of inmate telecommunication solutions, MCI WorldCom has extensive experience installing, training, operating, and maintaining networked solutions in support of call control, call monitoring, and call recording equipment. MCI WorldCom will provide ICOP and related services to all ODRC facilities at no cost to the ODRC for installation, training, operation, and maintenance of the system and its components. The proposed LaserPhone system from Global Tel*Link meets or exceeds each of the ODRC's General System Requirements. This proposal includes the provision of a LaserPhone system at each ODRC facility, as well as the installation, training, operation, and maintenance of the system and its components.

5.2.1 Inmate Calling System Components

The ICOP proposed for ODRC shall include the following components:

1. *A Site/Location Call Processor-Control System located at each facility of ODRC with an ICOP.*
2. *A Centralized System Database.*
3. *Recording and Monitoring Equipment.*

MCI WorldCom's proposed ICOP architecture is illustrated in Figure VIII-2. Our ICOP includes the following components:

1. Site Call Processor-Control System

The ICOP is a centralized database architecture with connectivity provided by an MCI WorldCom Private Frame Relay wide area network (WAN). The LazerPhone system, manufactured by Global Tel*Link, is the call processor to be installed at each ODRC facility. The site call processor will control all inmate calls originating from a facility, and will support system administration. The site call processor at each facility will have a local database, full on-board intelligence, and the control capability to operate all ICOP functions and features at the facility. The site call processor will work in conjunction with a facility-based administrative workstation, and the central processor's inmate database. The site call processor will control all inmate calls originating from a facility, and will support system administration. The site call processor at each facility will have a local database, full on-board intelligence, and the control capability to operate all ICOP functions and features at the facility. The site call processor will work in conjunction with a facility-based administrative workstation, and the central processor's inmate database.

2. Off-Site Centralized System Database

The ICOP architecture is configured with two redundant central servers. The primary server is located in Mobile, AL, with a backup collocated at an MCI WorldCom facility located in Albany, NY. MCI WorldCom elected to use two redundant servers instead of one because of the importance of the data collected at each site. Two servers provide an extremely high level of data redundancy. The central servers will be connected to each ODRC facility over the WAN. The centralized system database will contain the master copy of the inmate account information, including PINs, telephone lists, call restrictions, etc., and will synchronize with the remote call controllers on a regular basis throughout the day to keep all information current. The central server will also maintain network security information for authorized users, consolidated call records, and consolidated recording search information for all ODRC facilities.

Each facility will maintain a centralized system database for their location. By use of a WAN network for ODRC, all facility centralized system databases will be networked together. As a result, these databases will be accessible by system users throughout the ODRC. However, use and access is restricted by user password security level.

Two additional benefits are realized from archiving information on the central server. The central server collects call detail records from all facilities at all times, which will prevent data loss in the event of a catastrophic outage. In addition, system-wide report queries are processed by the central server rather than by each individual facility. As a result of requests being sent directly to the central server, ODRC will have access to near real-time information. An additional benefit of the WAN is that ODRC administrators will have the ability to request information about any facility from any facility.

3. Recording and Monitoring Equipment

MCI WorldCom will use Global Tel*Link's LazerPhone system for the ICOP. This state-of-the-art system represents the latest in digital recording systems for correctional facilities. Each LazerPhone system installation will include the LazerVoice Recording and Monitoring Component. LazerVoice utilizes "tapeless" recording of inmate calls. Call records are stored on an array of hard drives. These storage devices are sized to the ODRC's archiving requirements, thus allowing sufficient call recording volume and storage. The LazerVoice mass storage system features expandable memory capabilities and simple call archiving methods. LazerVoice allows user-selectable call recording, blocking of designated phone numbers, and immediate search and play of recorded phone calls. The system will also allow the ODRC system administrators to monitor telephone conversations and listen to recordings from their desktop. An additional benefit of the LazerPhone configuration is the near instantaneous retrieval of

conversations from the hard drives of each system minimizing the time lost to searching a digital audio tape.

By selecting Global Tel*Link's recording and monitoring platform, MCI WorldCom has eliminated the need for external interfaces that would be required if a recording platform from a different provider has been selected. MCI WorldCom has also eliminated the risk of "finger pointing" between vendors, resulting in quicker problem resolution. In addition, the data used for recording and monitoring purposes will more accurate because MCI WorldCom's solution has eliminated the serial interface between the call control platform and the monitoring and recording platform that would be required when using two different vendors' products.

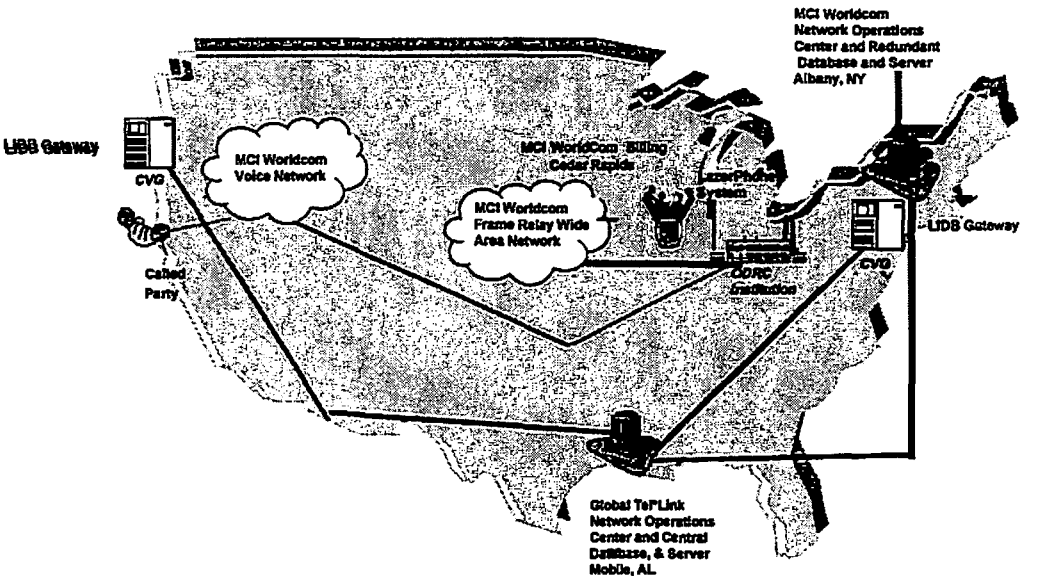


Figure VIII-2. ICOP Architecture

5.2.2 Proposed Inmate Calling System

The Proposer shall propose one type of ICOP for all ODRC locations. All System Hardware, Software and support Systems shall be the same in each ODRC facility.

MCI WorldCom is proposing one type of ICOP for all ODRC facilities. MCI WorldCom will install the same configuration (system hardware, software, and support systems) at each facility. However, note that while the hardware and software will be the same at each site, the actual number of cards, drives, etc. will be scaled for each institution.

MCI WorldCom proposes the LazerPhone system including the LazerVoice Recording Component for each ODRC facility to accomplish the ODRC's requirements

for an Inmate Call Out Program. This state-of-the-art system fully integrates the inmate telephone system with the recording and monitoring system.

5.2.3 Site Call Processor

The Site/Location Call Processor shall provide for all telecommunications capabilities for inmate services as well as administrative capabilities for ODRC personnel.

MCI WorldCom proposes the LazerPhone system including the LazerVoice Recording Component for each ODRC facility to accomplish the ODRC's requirements for an Inmate Call Out Program. This state-of-the-art system fully integrates the inmate telephone system with the recording and monitoring system. It will support all telecommunications capabilities for inmate services, as well as administrative capabilities for ODRC personnel.

5.2.4 Centralized System Database

The Centralized System Database shall be located at a Proposer provided site, located outside of ODRC facilities but within the Central or Eastern United States, and provide full database redundancy for all Site/Location Processors and recording Equipment at each ODRC facility (see Section 5.3).

The ICOP architecture is configured with two redundant central servers. The primary server is located in Mobile, AL, with a backup collocated at an MCI WorldCom facility located in Albany, NY. MCI WorldCom elected to use two redundant servers instead of one because of the importance of the data collected at each site. Two servers provide an extremely high level of data redundancy. The central servers will be connected to each ODRC facility over the WAN. The centralized system database will contain the master copy of the inmate account information, including PINs, telephone lists, call restrictions, etc., and will synchronize with the remote call controllers on a regular basis throughout the day to keep all information current. The central server will also maintain network security information for authorized users, consolidated call records, and consolidated recording search information for all ODRC facilities.

Each facility will maintain a centralized system database for their location. By use of a WAN network for ODRC, all facility centralized system databases will be networked together. As a result, these databases will be accessible by system users throughout the ODRC. However, use and access is restricted by user password security level.

There are two main benefits to archiving information on the central server. First, the central server collects call detail records from all facilities at all times, which will prevent data loss in the event of a catastrophic outage. Second, system-wide report queries are processed by the central server rather than by each individual facility. By sending requests directly to the central server, the ODRC will have access to near real-

time information. An additional benefit of the WAN is that ODRC administrators will have the ability to request information about any facility from any facility.

5.2.5 Inmate Calling System and Related Services

The ICOP shall be provided to ODRC at no cost. The ICOP proposed for ODRC shall include full design, installation and on-going maintenance at no cost to the ODRC.

The ICOP and related services will be provided to the ODRC at no cost. MCI WorldCom will include full design, installation, and on-going maintenance at no cost to the ODRC.

5.2.6 Inmate Calling System Network Services

The ICOP shall provide any network services (local exchange and toll/collect services) as specified by ODRC at no cost during the duration of the Contract.

The ICOP will provide all network services (for example, local exchange, toll, and collect services) at no cost to the ODRC during the duration of and extensions to this contract.

5.2.7 Collect Call Services

The ICOP shall allow inmate access to collect call services as described in this RFP document. At no time would inmate telephones be allowed to make calls without some type of System restriction and monitoring.

The ICOP, the proposed LazerPhone system, will allow inmate access to collect call services as described in the RFP. At no time will MCI WorldCom allow inmate telephones to make calls without some type of system restriction and monitoring.

5.2.8 Simultaneous Use

The ICOP shall allow for all inmate telephones to be in use simultaneously. Dial tone shall be presented immediately to all inmate telephones in an "off-hook" position. There shall be one central office line per inmate telephone.

The system allows for all inmate telephone sets to be used simultaneously. In addition, LazerPhone will be installed with no line concentration, i.e., a central office line will be provisioned for each phone installed and all phones may be in use simultaneously.

5.2.9 Bilingual Announcement Function

The collect call automated announcement function of the ICOP shall be capable of processing calls on a selective bilingual basis: English and Spanish. The inmate shall be able to select the preferred language using no more than a two-digit code.

LazerPhone's automated voice prompts and announcements can be programmed in up to nine (9) languages including English and Spanish. The inmate chooses his/her preferred language using one DTMF tone. These languages include: English, Spanish, Russian, Vietnamese, and German among others. When an inmate picks up the handset, the system immediately prompts him/her with the following prompt: "Press or dial one (1) for English" - in English; "Press or dial two (2) for Spanish" - in Spanish; "Press or dial three (3) for Russian" - in Russian. This prompt continues through each language available in the system until the inmate makes a selection.

5.2.10 Shut-Down Feature

The Proposer shall propose an ICOP that can be shut down immediately and selectively. ODRC shall be able to shutdown the System globally and restrict all PIN access, within an entire facility and/or within a facility wing. The Proposal shall describe the options available to ODRC for this type of immediate and global restriction.

The ICOP will provide the ODRC with an immediate and selective shut down feature. The shutdown feature will allow the ODRC to shut the system down and restrict all PIN access globally across the entire, or selective sectors, of the facility. LazerPhone offers various and flexible means to shut down the system in the event of an emergency. Each inmate telephone has manual on and off switches which will be placed within the facility at a location or locations chosen by the administrator. The system is also equipped with the capability for manual cutoff of all phones at once from a master cut-off switch, which will be placed in a location of the ODRC's choosing within each ODRC facility.

LazerPhone provides three (3) methods by which ODRC personnel may shut off inmate telephones in an emergency situation:

- via a menu option on the LazerPhone software provided
- the manual switches provided at each ODRC facility
- deactivation/activation of an individual station via the telephone keypad (passcodes required).

Once LazerPhone has been shutdown using one of the methods above, the System can be restarted and be fully operational within three minutes. Following the restart, the system will not require ODRC personnel to re-set any system configurations.

5.2.11 Blocking Incoming Calls

The proposed ICOP shall be restricted to outgoing calls only. The System shall not process incoming calls at any time. No inmate telephone shall be capable of receiving an incoming call and Proposer shall work with the local telephone companies to ensure such control. The Proposal shall describe how this component shall be achieved for the ODRC.

The proposed LazerPhone system restricts calls to outgoing only at all times. The system automatically blocks all incoming calls, and system telephones in each facility are automatically blocked from the others, including those in other facility sites. The on-site processor can be configured to ignore all incoming calls from the central office lines. MCI WorldCom will work with the local exchange carriers to insure all incoming calls are blocked and are never processed by the system.

In addition, MCI WorldCom will provision all inmate station lines to place outgoing 0+, collect calls only. All other types of calls will be blocked.

5.2.12 Maintaining Call Processing and Call Rating Information

The Proposer shall keep all call processing and call rating information current. This information includes, but is not limited to, local exchanges, area codes, country codes, vertical and horizontal coordinates and any other information necessary to accurately process and rate calls. The Proposer must quickly provide ODRC with any rate information for all calls upon request by ODRC at any time during the term of the Contract.

MCI WorldCom agrees to maintain current call rating and call processing information. This information includes, but is not limited to, local exchanges, area codes, country codes, coordinates, and any other information required to maintain accurate call processing and rating. MCI WorldCom will provide the ODRC with any rate information for all calls upon request by the ODRC at any time during the term of this contract.

5.2.13 Call Blocking (900, 972, 976, 550, etc.)

The ICOP shall block all calls made to any telephone numbers which incur excess charges such as 900, 972, 976, 550, etc. The Proposer shall be responsible for ensuring that the System is programmed for such blocking.

The ICOP, LazerPhone, will block all calls made to any telephone number that incurs excess charges, i.e., 900, 972, 976, and 550. MCI WorldCom will be responsible for ensuring that the system is programmed for such blocking.

During installation, MCI WorldCom will create a "Call Blocking" database of numbers that inmates will not be able to call. Typical blocked calls include the residential or business lines of judges, sheriffs, facility personnel, jury members, attorneys, and witnesses. Call Blocking tables with thousands of entries are not

uncommon. Blocked numbers could also consist of an entire area code, an entire exchange code within an area code, or specific telephone numbers. All 800, 900, 972, 976, and 550 area codes will be blocked. Numbers may be deleted or added to the "Call Blocking" table by authorized personnel using an administrative workstation. Numbers may be added or deleted to the blocked numbers database via an administrative workstation. MCI WorldCom will maintain 900, 972, 976, and 550, etc., blocking and dialing pattern tables throughout the life of the contract to ensure that the system is programmed for all ODRC-required blocking.

The database query functionality inherent on the central servers also provides added security. When a remote ODRC facility updates information in the blocking database, the central server will query this information from that location. This will allow all ODRC remote sites to have access to the information that was requested to be blocked by ODRC personnel at that particular location.

A virtually unlimited quantity of individual numbers, prefixes, and area codes may be blocked on-site, in real time, via LazerPhone. Each call is checked through the validation system. If the number has been blocked, the inmate is informed "You may not dial this number," and the call is terminated. Calls to all such prefixes are disallowed automatically.

In addition to the ODRC's blocking requirements, personnel will be able to block individual destination numbers. ODRC system users will be able to block individual numbers via the EDIT DESTINATION NUMBER screen below.

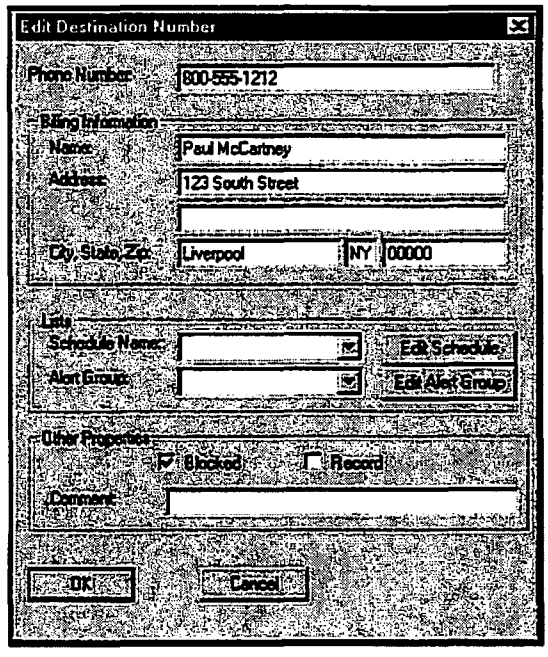


Figure VIII-3. Edit Destination Number Screen

By checking the BLOCKED box, this number cannot be called from any LazerPhone inmate telephone station within the facility.

5.2.14 Call Blocking (Long Distance Carrier Access Numbers)

The ICOP shall block all inmate calls to current long distance carrier access numbers (i.e., 1010333, 1010285, etc.) or future 101-xxxx carrier access numbers. The Proposer shall be responsible for ensuring that the System is programmed for such blocking.

MCI WorldCom's calling system will block all inmate calls to current long distance carrier numbers, i.e., 10333, 10285, or any future 101-XXXX carrier access numbers. MCI WorldCom will be responsible for ensuring that the system is programmed for such blocking. All calls to the operator through 0, 00, 10xxx, 950xxx, or any other carrier access numbers are disallowed - at all times.

The ICOP, LazerPhone, will block these calls by facility or system-wide using the blocked numbers database described in Section 5.2.13.

5.2.15 Call Blocking (Local Access to Long Distance Carrier Access Numbers)

The ICOP shall block all local numbers which access long distance carriers (i.e., 950-xxxx). The Proposer shall be responsible for ensuring that the System is programmed for such blocking.

The ICOP will block all local numbers that access long distance carriers, i.e, 950-XXXX. MCI WorldCom will be responsible for ensuring that the system is programmed for such blocking.

The ICOP will block these calls by facility or system-wide using the blocked numbers database described in Section 5.2.13.

5.2.16 Call Blocking (Directory Assistance Access Numbers)

The ICOP shall block all inmate access to directory assistance access numbers (i.e., 411,555-1212, etc.). The Proposer shall be responsible for ensuring that the System is programmed for such blocking.

The ICOP will block all inmate access to directory assistance access numbers, i.e., 411, and 555-1212 along with toll-free directory information. MCI WorldCom will be responsible for ensuring that the system is programmed for such blocking.

The ICOP will block these calls by facility or system-wide using the blocked numbers database described in Section 5.2.13.

5.2.17 Call Blocking (Toll Free Numbers)

The ICOP shall block all inmate access to toll free numbers (i.e., 800, 888, 877, etc.). The Proposer shall be responsible for ensuring that the System is programmed for such blocking.

The ICOP will block all inmate access to toll free numbers, i.e., 800, 888, and 877. MCI WorldCom will be responsible for ensuring that the system is programmed for such blocking.

5.2.18 Calls Passed Only to Authorized Carriers

Proposer shall insure that local calls are not passed off to any other carrier not authorized by the Contract. This will include call forwarding from a local ANI to any of the list of numbers required to be blocked. The Proposer is authorized by the Contract to have exclusive control over all billing of local, intraLATA, and interLATA long distance collect calls placed by inmates through the ICOP.

MCI WorldCom will make every effort to insure that local calls are not passed off to any other carrier not authorized by this contract. This will include call forwarding from a local ANI to any of the list of numbers required to be blocked.

The best alternative to eliminating call forwarding from a local ANI is for the ODRC to choose per minute rates for local calls. This pricing option would make the practice of call forwarding from local ANI's financially unattractive to companies or individuals not authorized to carry/re-originate inmate traffic.

5.2.19 Interfaces to Local and Inter-Exchange Carrier Network Services

The ICOP shall be capable of interfacing with network services provided by local exchange carriers as well as inter-exchange carriers. This includes analog and digital facilities (i.e., analog business trunks, DS-1, ISDN PRI, etc.). The Proposal shall state the types of network services to which the proposed ICOP will interface and the purpose (application) of such services for ODRC.

The ICOP will be capable of interfacing with network services provided by local exchange carriers as well as inter-exchange carriers. This includes analog and digital facilities utilized for the proposed voice network and the WAN Frame Relay network platforms for the ICOP. MCI WorldCom will utilize dedicated T1s with central office connections for voice service. The proposed Frame Relay router based network will consist of 56/64 Kbps bandwidth connectivity at all sites with the exception of the centralized serves which will utilize 1.544 bandwidth connectivity.

5.2.20 Network Services

The Proposer shall describe the type of network services it will provide with the proposed ICOP.

MCI WorldCom is proposing the installation of a WAN connecting all ODRC facilities, including ODRC headquarters, to the central server. Individual ODRC facilities will be linked by a minimum 56/64 Kbps frame relay circuits. The central redundant servers, located at Global Tel*Link's facility in Mobile, AL and MCI WorldCom's facility in Albany, NY will have a T-1 frame relay link into the WAN. MCI WorldCom will use a combination of digital T-1s and switched access lines based on the traffic patterns at the facilities.

5.2.21 Collect Call Only Mode

It is the intention of the ODRC to implement the proposed ICOP in a collect call mode only. Collect calling shall be offered for all 50 states and United States territories. No international calls shall be allowed.

MCI WorldCom understands the ODRC's intention to implement the proposed inmate calling system and related services in a collect call only mode, and that no international calls will be allowed at this time. Each ODRC LazerPhone site/installation will be configured to operate only in collect call mode. Additionally, collect calling will be offered for all 50 states as well as the United States territories. No international calling will be available via the LazerPhone system.

5.2.22 Service Quality

The Proposer shall implement an ICOP that provides telephone reception quality meeting all industry standards for service quality as defined by the Public Utilities Commission of Ohio (PUCO) and by the Federal Communications Commission (FCC). The Proposer shall accept the ODRC's judgment concerning these standards.

The ICOP will provide telephone reception quality that meets all industry standards for service quality as defined by the Public Utilities Commission of Ohio (PUCO), and by the Federal Communications Commission (FCC). MCI WorldCom will accept the ODRC's decision regarding a telephone reception quality determination. Telephone reception quality is a function of the call control equipment, the telephone instrument, and the network service quality. The ICOP will meet FCC Part 68 Standards.

5.2.23 Call Set-Up Time

The proposed ICOP shall provide that "call set-up time" not exceed 10 seconds from completion of dialing to first ring.

The ICOP, LazerPhone, will provide call set-up time that will not exceed ten (10) seconds for all calls from completion of dialing to first ring.

5.2.24 No Second Dial Tone

The proposed ICOP shall not provide a second dial tone to an inmate telephone without the inmate hanging up the telephone receiver after the first call is completed.

When using LazerPhone, an inmate must hang up the telephone receiver upon completion of a call in order to receive a second dial for another call.

5.2.25 Programmable Ring Time

The proposed ICOP shall allow for an agreed to "ring time" before an inmate call is disconnected. This "ring time" parameter shall be programmable by ODRC but shall be consistent among ODRC facilities.

The LazerPhone system allows for a maximum "ring time" prior to disconnecting the inmate call. The number of rings is programmable by facility and can be programmed to be consistent among ODRC facilities.

5.2.26 User Notification

The proposed ICOP shall provide notification to an inmate of the call status (i.e., ringing, busy, etc.). This notification may either be in the form of ringing, busy tones, standard information tones (SIT), or appropriate recorded messages.

The LazerPhone system will notify the inmate of the call status such as ring/no answer, busy, etc. before disconnecting a call that did not achieve positive call acceptance from the called party. The proposed LazerPhone system uses a number of user-friendly voice prompts and message announcements. The following describes the call set-up process that the inmate will hear, a list of the return message announcements, and the call announcement and acceptance announcement heard by the called party:

This is MCI WorldCom. This call is subject to monitoring and/or recording. You have a collect call from [INMATE'S PRE-RECORDED NAME]) who is an inmate at [FACILITY NAME]. If you wish to accept this call, press or dial "5" and hold; to deny, press or dial "0" and hang up. If you wish to block any future calls of this nature, press or dial "7" for further information. To hear the rates for this call, press or dial "9."

Although the prompt asks the called party to press or dial "0" for refusal, should any number other than "5," "7," or "9" be pressed or dialed, the call will not be connected. If the called party makes no response, the message will repeat three times and, if no response is made, the call will be terminated.

During call set up and call acceptance, the inmate will be placed on hold and will not be able to communicate with the called party. This precludes the possibility of either the inmate conversing with the called party prior to call acceptance, as well as the ability of the called party to deliver a message to the inmate.

The LazerPhone also can be configured to play periodic overlay announcements throughout an inmate's calls. This announcement can include any information requested by ODRC such as, "This call is from an inmate at the Ohio Department of Corrections."

Presented below are the messages inmates will receive under specific conditions:

- When the destination number is busy: "The called number was busy; please try your call later."
- When the called party does not answer, ring/no answer: "The called party did not answer; please try your call later."
- The called party does not press or dial the DTMF to accept the call: "The called party did not accept your call."
- If the called party has previously requested a block on the destination number: "The called party has placed a block on this number."

5.2.27 Call Acceptance

The proposed ICOP shall not allow the inmate to speak to the called party until the call has been accepted.

The LazerPhone system provides positive acceptance of a collect call by the called party through voice prompting/recording features. Following the inmate call notification, the call party hears an instructional prompt,

"If you wish to accept this call, press or dial '0' and hold; to refuse, press or dial '5' and hang up; if you wish to block any future calls of this nature, press or dial '7' for further information."

Although the prompt asks the called party to press or dial "5" for refusal, should any number other than "0" be pressed or dialed, the call is not connected. If the called party makes no response, the message will repeat three times and if no response is

made, the call is terminated. An inmate and the called party are allowed to talk only after acceptance by the called party.

5.2.28 Restricted Voice Channel

The proposed ICOP shall allow the inmate to hear the processing of the placed call to determine if SIT tones with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call. At no time shall the System allow the inmate to speak (restricted voice channel) until the call has been accepted by the called party.

The LazerPhone system allows the inmate to listen to the status of a call. Corrections industry experience has shown that allowing an inmate to monitor the status of a call decreases the instances of inmates questioning facility personnel regarding the inmate telephone system. However, the inmate's microphone is muted during this process and he/she cannot communicate with the called party until the called party has provided positive call acceptance.

5.2.29 Service Availability

The proposed ICOP shall allow for ODRC to program times when the System will be available or unavailable to inmate calling. The Proposer shall describe how this is accomplished.

LazerPhone can automatically cut off or turn on at various preset times of the day -- by individual phone, groups of phones, or all phones. With the LazerPhone software and computer provided for each ODRC facility, the ODRC may group individual phones into "cell blocks", individual PINs (if PINs are in use), or any other method. The phones can be programmed to turn on and off automatically with an easy "point and click" method.

When PINs are in use, each inmate can be assigned to a specified phone usage schedule. Each schedule includes the day of the week and the pre-programmed usage times for inmates assigned to this schedule as shown on the following SCHEDULE screen.

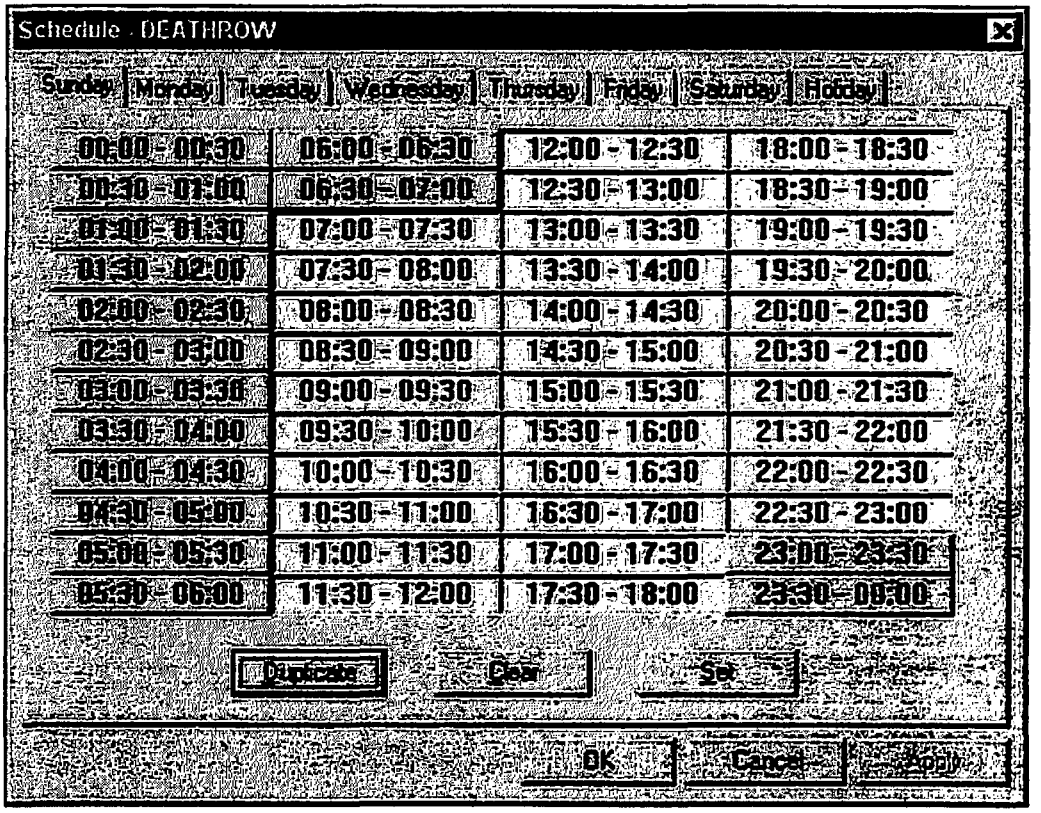


Figure VIII-4. Schedule Screen

5.2.30 Network Software for Security Threat Group

The Proposer shall co-operate with the Security Threat Group (STG)/Investigation Coordinator to select a System for operational intelligence and electronic document management. This System shall provide an interface to the ODRC offender tracking system, ICOP call record database and other related Systems. The Proposer shall provide all suitable Software, Hardware and network infrastructure to interface all ODRC investigative offices and databases.

MCI WorldCom will work with ODRC to select a system for operational intelligence and electronic document management. MCI WorldCom will provide interfaces from the ICOP call record database and other related systems. Additionally, ODRC has the opportunity to include the STG application as an integral part of the ICOP contract. From previous discussions with ODRC, MCI WorldCom has identified an approach that integrates ICOP system information into a suite of investigative and information management tools to form a customized STG application for ODRC as described below. MCI WorldCom is open to negotiating the proposed commission structure in exchange for the STG application functionality. MCI WorldCom would provide all hardware, software, and network interfaces to all ODRC investigative offices necessary to support the STG application.

The STG application will give ODRC a comprehensive investigative and analytical tool to analyze multiple data sources, predict suspicious behavior, provide a system-wide view to authorized users of all data feeds, provide mechanism to share investigative results with authorized users, provide system-wide management reports, and make this information easily accessible to authorized users. One of the key elements of the design is an open architecture that allows the incorporation of information from other law enforcement jurisdictions such as neighboring states. This architecture would allow ODRC to enhance investigations by gathering information from other jurisdictions more quickly , provided the users have the authority to share and view this information.

5.2.31 Call Processor Drives and Power Supplies

The Call Processors shall have "hot swappable" drives and power supplies.

Each MCI WorldCom LazerPhone call processor will include industrial grade hot swappable drives and power supplies.

5.2.32 Line Voltage Outlets

The Proposer is required to provide the line voltage outlets for all Equipment.

MCI WorldCom will provide line voltage outlets for equipment, as required. The LazerPhone equipment, which includes both the inmate telephone system and the recording and monitoring system, requires the use of a standard 120v duplex receptacle.

5.3 Central Database

5.3.1 Provide Central Database

A network and central database shall be provided and managed by the Proposer at no cost to the ODRC. The purpose of the database is to provide full database redundancy for all Call Processors at each ODRC facility and to provide pooled data for investigatory analysis. The Proposal shall describe the details of the proposed network.

MCI WorldCom will provide and manage a network and central database at no cost to ODRC. The purpose of this database is to provide full database redundancy for all call processors at each ODRC facility, and to provide pooled data for investigative analysis. MCI WorldCom will ensure full database redundancy is maintained by providing WAN services to link the central server database to the site call processor databases. Individual ODRC facilities will be linked to the WAN by a minimum 56/64 Kbps frame relay circuits, while the central servers will have a T-1 frame relay link into the WAN. There will be redundant servers located in Mobile, AL and Albany, NY.

This network would also connect to the central computers located at the LazerPhone management control center. Call recordings would be stored on-site, but Call, Detail Record, or CDR would be stored on-site and at each of the other central server locations. All call recordings will be pulled across the network via file requests for investigative review, or played remotely via telephone call back. The proposed network and central database will be provided by and managed by MCI WorldCom for the duration of the contract, at no cost to the ODRC.

5.3.2 Existing Networks

The new network shall be compatible with the existing ODRC networks (i.e. TCP/IP).

The network solution proposed by MCI WorldCom is compatible with the existing ODRC networks, provided the existing network utilizes industry standard public protocols, i.e., TCP/IP. If ODRC is utilizing a proprietary non-industry standard protocol, MCI WorldCom will work with ODRC to insure that their network is compatible with the ICOP protocol proposed, provided the development is mutually beneficial to both parties.

5.3.3 Centralized Database Location

The Centralized Database must be located at a Proposer-provided site, located outside of ODRC facilities but within the Central or Eastern United States. The Proposal shall describe the facilities and location of the Centralized Database.

MCI WorldCom will maintain two centralized facilities that will house duplicate copies of the central database. One will be located in Mobile, AL at the LazerPhone Management Control Center. This site will be fully redundant and is equipped with full generator power, cooling, and fire systems. The second site will be in Albany, NY at an MCI WorldCom location. This site will also be fully redundant and equipped with full generator power, cooling, and fire systems.

5.3.4 Open Architecture Software

The Centralized Database shall be in Oracle or MS SQL 7 or other open architecture Software. The Proposal shall describe Central Database details.

The LazerPhone central database will be housed on a Windows NT platform using an MS SQL 7.0 database engine.

MCI WorldCom will provide and manage a network and central database. The purpose of this database is to provide full database redundancy for all call processors at each ODRC facility, and to provide pooled data for investigative analysis. MCI WorldCom will ensure full database redundancy is maintained by providing WAN services to link the central server database to the site call processor databases. Individual ODRC facilities will be linked to the WAN by a minimum 56/64 Kbps frame relay circuits, while the central servers will have a T-1 frame relay link into the WAN. There will be redundant servers located in Mobile, AL, and Albany, NY.

This network would also connect to the central computers located at the LazerPhone management control center. Call recordings would be stored on-site, but Call, Detail Record, or CDR would be stored on-site and at each of the other central server locations. All call recordings will be pulled across the network via file requests for investigative review, or played remotely via telephone call back. The proposed network and central database will be provided by and managed by MCI WorldCom for the duration of the contract

5.3.5 System Security

The Proposal shall describe how it will provide System security for all data stored in the local and central databases. Such a security description must include System security, including levels of encryption, as well as how access to such sensitive information will be performed within the Proposer's organization.

MCI WorldCom will ensure that control is maintained for all ICOP data, whether it is stored on the system, on backup media, or archived, whether on-site or off-site. All ICOP data, no matter how it is stored, is considered to be "sensitive" and MCI WorldCom will not make this data available nor disseminate this data to anyone without prior approval of ODRC. MCI WorldCom will implement measures to provide network security and to protect access to the database, as described below.

Network Security. MCI WorldCom is proposing a "closed" frame relay network. There will be no need within this closed network to encrypt data transfers. Encrypting data within the ICOP network would create an administrative burden, slow down system performance, and provide little additional security since each endpoint will be capable of transparent decryption at the administrative workstation. Being a closed network, only ODRC facilities will be connected to the wide area network, limiting access to the network from within ODRC facilities. Only authorized users at each facility will have access to the information. The users will be restricted to certain fields, via password security, to ensure that users only have access to the information necessary for their job function.

If and when the ICOP network is connected to an ODRC network, or any other network, there are other security measures that could be used to protect the system's data. These security measures include firewalls, router based encryption, and code encrypted file request. Router level encryption, for example, could be used without affecting either network's overall performance.

The ICOP will store all information in Microsoft SQL Databases. SQL is tightly integrated with the Windows NT operating system security, which is rated Government Level C2 which denotes security clearance level 2. This is a standard level of data security appropriate for the storage of sensitive data such as ODRC's call detail records.

The LazerPhone central system uses the same databases and limits physical access to billing and storage computers. These computers are confined to the LazerPhone information technology secured area.

5.3.6 Report Generation

The ODRC shall be able to perform queries and request reports from the Centralized Database. The Proposal shall describe the availability of the report writer for this use.

Using the CALL SEARCH screen of the LazerPhone system, ODRC system users can query the system using various parameters. This screen also allows the user to sort the query by specified parameters. As all ODRC LazerPhone systems will be networked, these queries can be administered include all ODRC facilities' information or specified ODRC facilities' information.

Queries to the LazerPhone system via the CALL SEARCH screen create powerful, informative reports using the facility's call detail information. These queries can request both general and specific call detail information using the variety of parameters available at this screen. Reports show call detail information, as well as statistical information stored on the facility's LazerPhone system. The LazerPhone CALL SEARCH screen is shown below.

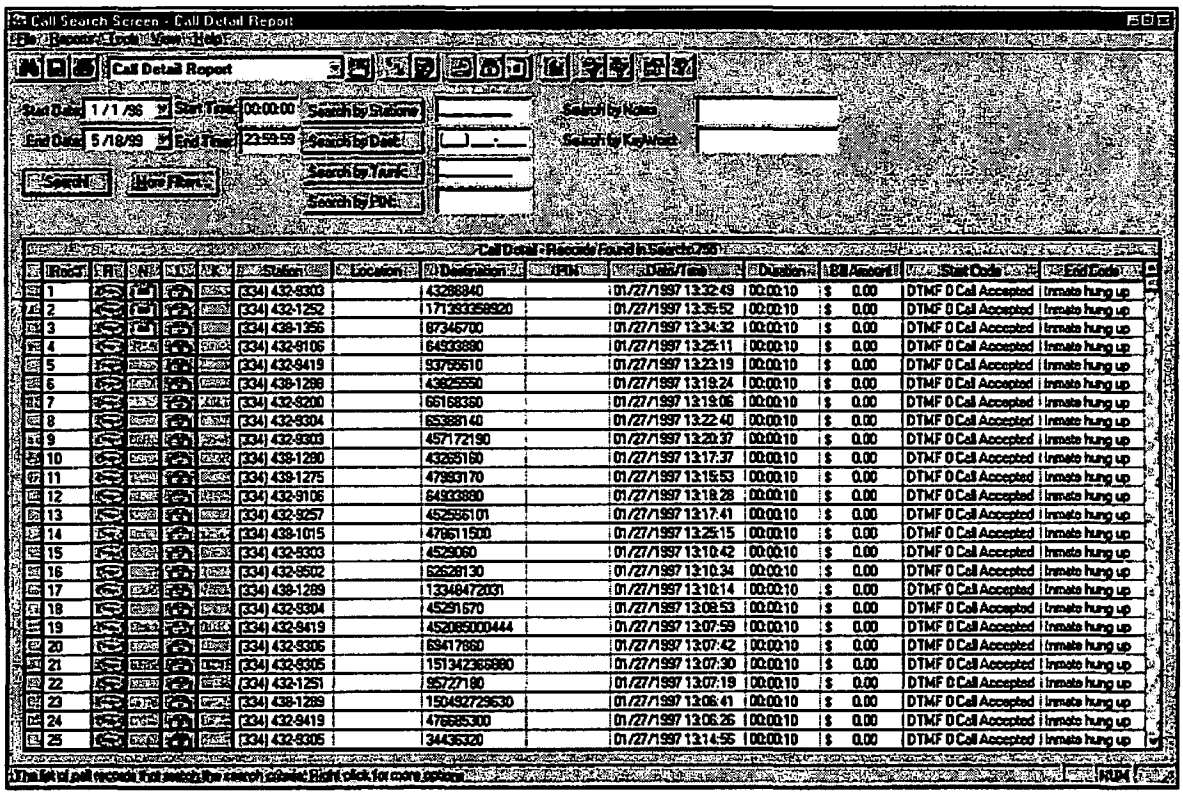


Figure VIII-5. Call Search Screen

The fields illustrated on the CALL SEARCH SCREEN'S CALL DETAIL REPORT query are defined as follows.

Table VIII-3. Call Search Screen Call Detail Report Query Fields

FIELD	DEFINITION
REC#	The unique number identifying each record
R	A recorded conversation is attached to this record
L	This record is locked and will not be deleted until unlocked
N	A RICH NOTES record is attached to this record
K	This record contains KEYWORD(s) as previously defined by a system user
STATION	Telephone number of the inmate telephone where the call originated
LOCATION	Indicates the location of the inmate telephone station within the facility (such as pod #)
DESTINATION	Telephone number of the called party
PIN	The inmate PIN entered at the start of the call
TRUNK	Identification number of the TRUNK carrying the call
DATE/TIME	The DATE and TIME the call began
DURATION	The total length of the inmate call
BILL AMOUNT	The total amount billed to the called party
START CODE	Defines the action that occurred to initiate call
END CODE	Defines the action that terminated the call

Each query performed via the CALL SEARCH SCREEN can be sorted by any of the above-listed fields. To sort the search screen by a specific field, ODRC personnel can simply click the column header of the chosen field. If the column header is red, the report is sorted in ascending order. If the column header is blue, the report is sorted in descending order.

The LazerPhone system provides a variety of reporting options in a user-friendly Windows environment. Facility administrators will be able to run all LazerPhone reports on-site. Standard reports available using this screen include:

- Call Detail Report
- Trunk Activity Report
- Frequency Report (by Origination Number)
- Frequency Report (by Destination Number)
- Frequency Report (by Trunk ID)
- Frequency Report (by PIN, if applicable)

- Call Traffic Analysis
- Last 100 Calls Report
- Audit Log Report
- Debit Mode Reconciliation Report
- Ad Hoc Reports

LazerPhone will also provide ODRC personnel the capability of creating, generating, and saving custom reports via the system's CUSTOM REPORT WIZARD. By depressing the CUSTOM REPORT WIZARD button, system users can create specialized reports using only the necessary parameters. As illustrated below, system users have a variety of options when creating a specialized report. For example, users can select tables of information, as well as specific fields and filters. In addition, users can specify specific filters to be used in the report and users can choose the sorting method (such as ascending or descending) of the report.

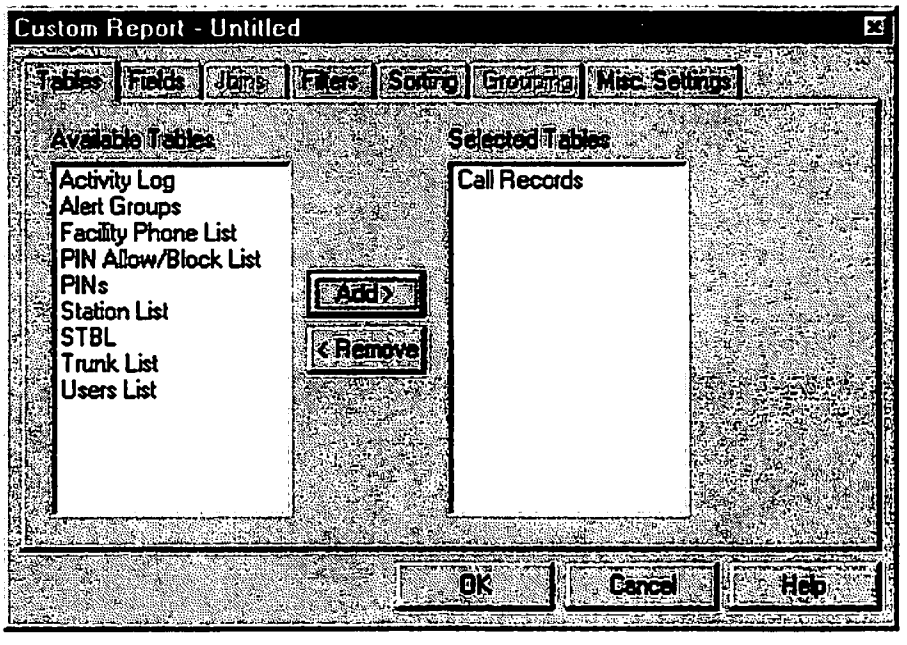


Figure VIII-6. Custom Report Screen

5.4 Personal Identification Numbers (PINs)

5.4.1 Personal Identification Numbers (PINs)

The ICOP shall restrict use through authorized Personal Identification Numbers (PINs) assigned to each inmate. The length of these PINs shall be determined by ODRC and remain consistent throughout ODRC facilities.

Each ODRC LazerPhone installation will be configured to include a comprehensive inmate PIN system. ODRC personnel will be capable of administering this PIN system. LazerPhone requires that the length of PINs must be between four (4) and fifteen (15) digits. This length can be determined by the ODRC, and can be uniformly programmed for all facilities.

5.4.2 Use of Current PIN Assignments

The ICOP shall use ODRC's inmate PIN assignments and numbering plan. Current PINs are numeric only and may be up to fifteen (15) digits long. PINs are permanently assigned.

LazerPhone can employ the ODRC's current PIN assignments and numbering plan. Additionally, the system can be programmed to accommodate PINs that are up to fifteen (15) digits in length. PINs can be permanently assigned.

5.4.3 De-activating the PIN Feature

The ICOP shall be capable of de-activating the PIN feature by individual inmate telephone, groups of telephones and/or entire institutions, at ODRC's option. At no time shall the inmate telephones be unrestricted due to the deactivation of the PIN feature.

LazerPhone will allow for the deactivation of the PIN feature by individual inmate telephone, groups of telephones, and/or entire institutions. The deactivation is entirely at the discretion of ODRC personnel. Deactivation of PINs will not change the inmate telephone restrictions already enacted.

5.4.4 "Class of Service"

The ICOP shall allow each PIN to have a "class of service" assigned. For example, duration of each call, etc. The proposed System shall provide call restrictions by PIN that provide all of the following restrictions:

1. *Inmates can be either approved or not approved to make phone calls by PIN.*

The ICOP system allows site personnel to allow or restrict inmates to place collect calls via the inmate's PIN number.

2. *Inmates, via the PIN, can be restricted to a specific telephone or group of telephones, at ODRC's option.*

The ICOP system allows site personnel to restrict an inmate by their assigned PIN to place calls only from a specific telephone or group of telephones within the facility the discretion of the ODRC.

3. *Limit duration of call. Maximum call duration can be set globally (all PINs), by site, by facility area or by individual inmate's PIN, at ODRC's option and can be set for each type of call (Local, intraLATA, interLATA, interstate).*

LazerPhone can be programmed to limit the duration of calls from one to two hundred fifty-five (255) minutes, in one- minute intervals. Phones may be bundled into groups which are logical to the facility -- by cell block, building, etc. In addition, all duration can be programmed by individual PIN. All programmed duration is at the discretion of the ODRC. At the discretion of ODRC, limiting call duration by type of call will be developed and integrated into the LazerPhone system.

The CALL CONTROL screen shown below indicates a 15 minute MAXIMUM CALL LENGTH for a specific inmate PIN. The call length is configurable by facility personnel having the appropriate security profile.

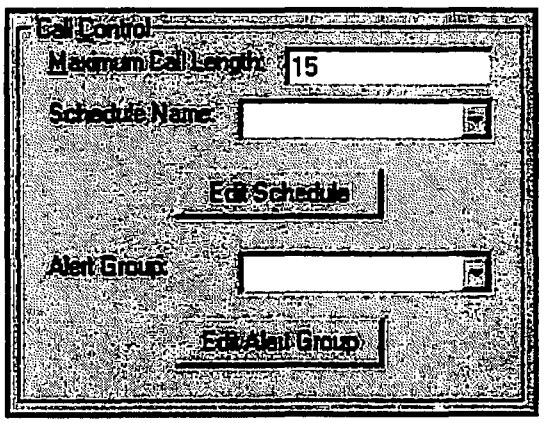


Figure VIII-7. Call Control Screen

Call duration can be set for each inmate station via the STATION SETUP screen as shown below. The MAXIMUM CALL LENGTH set for the station shown below is 15 minutes.

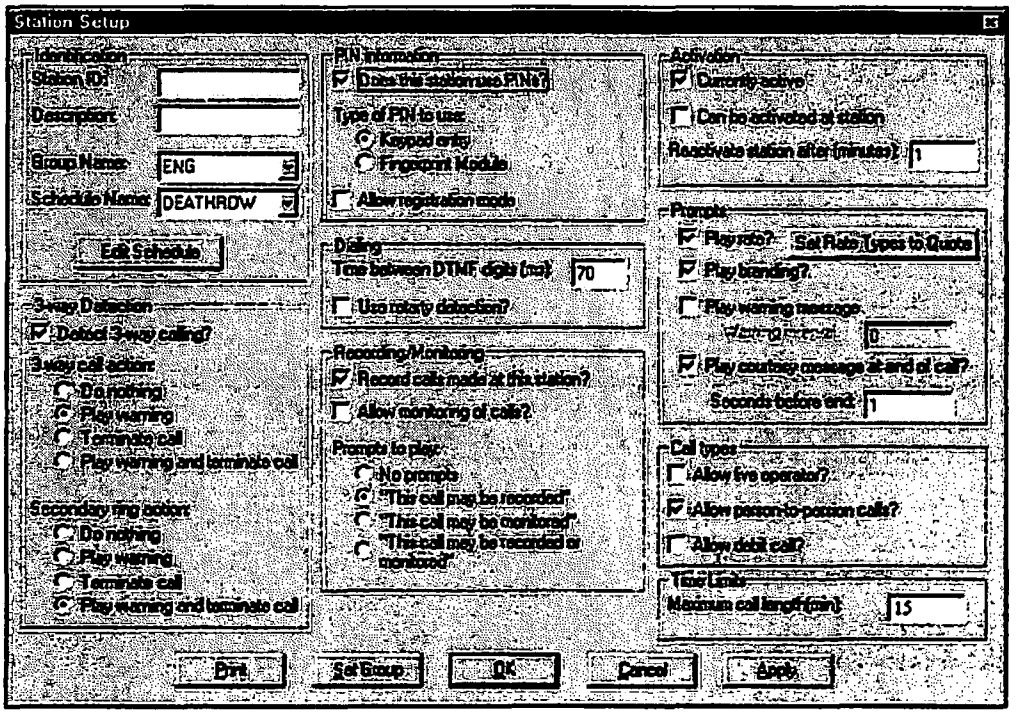


Figure VIII-8. Station Set-up Screen

4. *Restrict time of day calling. An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PINs). The global restrictions can take precedence over individual PIN restrictions, at ODRC's option.*

LazerPhone will allow ODRC personnel to restrict time of day calling via a calling schedule. The schedule can be applied to each individual PIN, by facility area, by site, and globally as shown on the following SCHEDULE screen.

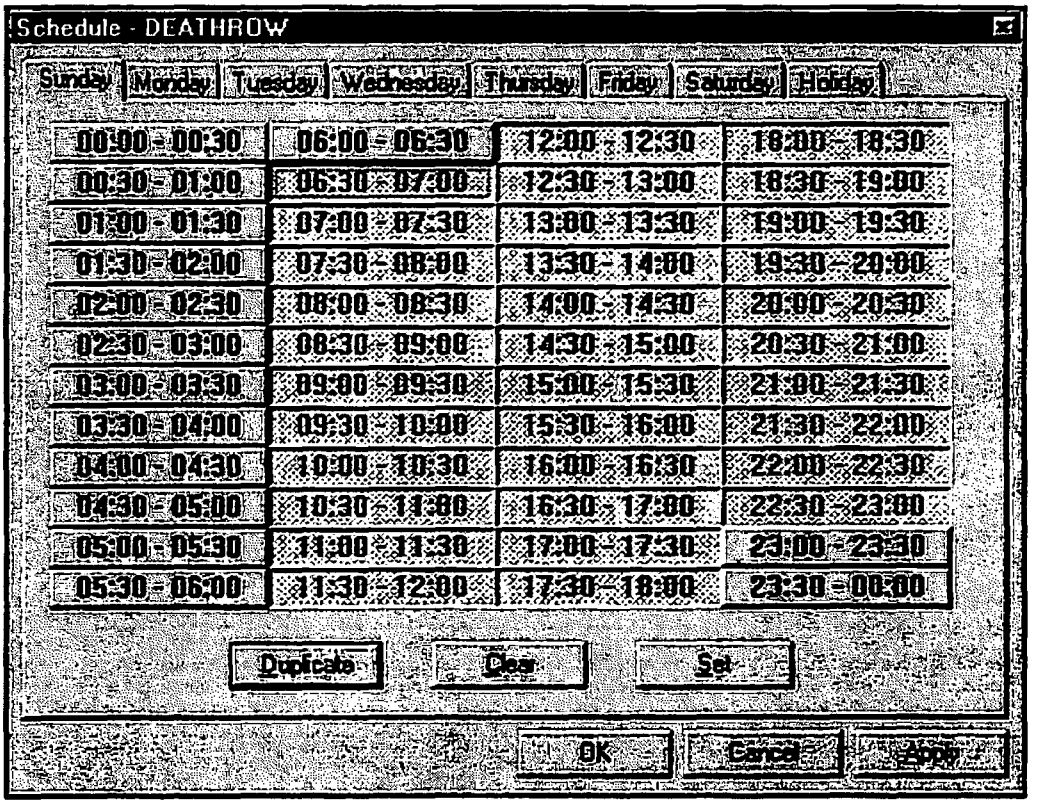


Figure VIII-9. Schedule Screen

5. Limit calling privileges. Restrict an inmate under disciplinary action from placing calls.

The Proposal shall describe how these restrictions can be accomplished.

LazerPhone will allow system administrators to restrict an inmate's calling privileges via inmate PIN. Via the **AVAILABILITY** option in the following **CHANGE INMATE SCREEN**, ODRC personnel can disable an individual inmate's PIN until the date specified in the **RE-ENABLE DATE**.

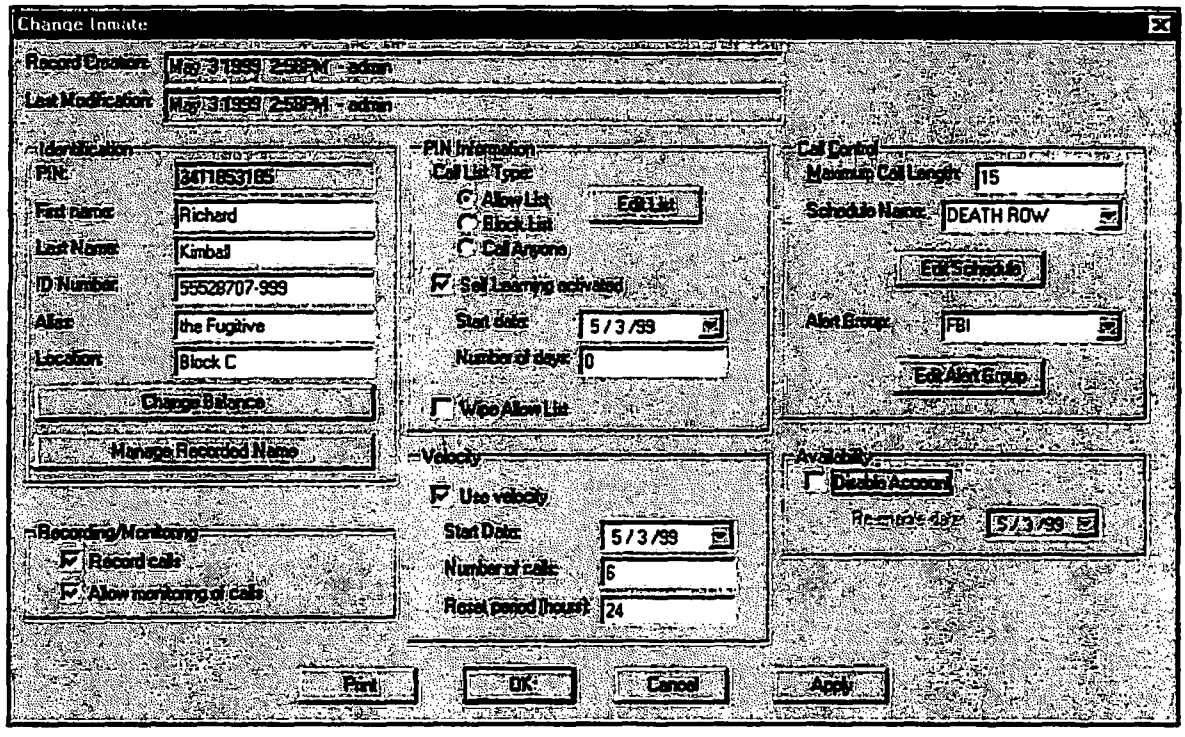


Figure VIII-10. Change Inmate Screen

All call restrictions proposed can occur in real time and, are therefore effective immediately.

5.4.5 Call Duration Limits

The ICOP shall have the ability to limit calls to a specific duration by PIN and by specific telephone numbers assigned to a PIN.

Using LazerPhone, system administrators can program call duration for a specific inmate PIN or for a specific telephone number assigned to an individual PIN.

5.4.6 Automated Operator Function

The ICOP's PIN feature shall ensure that the automated operator function uses the inmate's pre-recorded name (recorded in either the inmate's voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate's name shall be performed by the PIN assignment.

The first time an inmate places a call, the LazerPhone system will prompt the inmate to enter his or her name. The inmate's name is then recorded and stored in our system. Any time the inmate attempts a call after the initial name recording, the system automatically retrieves the corresponding pre-recorded name file once the correct PIN has been entered. Corrections industry experience has shown this feature to assist in

reducing fraud by disallowing an inmate the opportunity to pass a message to a call recipient during this portion of the call set-up process.

To insure this process is completed by each inmate and to avoid possible fraudulent scenarios, MCI WorldCom recommends utilizing a designated inmate phone during the initial processing when an inmate is entered into the system. At that time, an inmate call could be "attempted" in order to authenticate that the inmate uses the correct name as assigned to the PIN.

5.4.7 System Announcement

The Proposer shall use an announcement similar to the existing announcement. This announcement shall be subject to ODRC approval and include rate information.

LazerPhone will be configured to use any announcement required by the ODRC or mandated by the Ohio PUC or FCC. All such announcements will be subject to ODRC approval. This initial announcement will include an option for the called party to receive rate information regarding the inmate call.

5.4.8 PIN Administration Process

The Proposal shall explain, in detail, the entire process of PIN administration including, without limitation, the maximum number of digits and the procedures and methods of assigning or changing PINs.

Each ODRC site/installation may assign PINs, up to 15 digits in length, or allow the system to generate them thereby eliminating the possibility of duplicate numbers. Whether assigned randomly by the system or entered manually by ODRC personnel, system administrators can view the inmate names and corresponding PINs via the following INMATE CONFIGURATION screen.

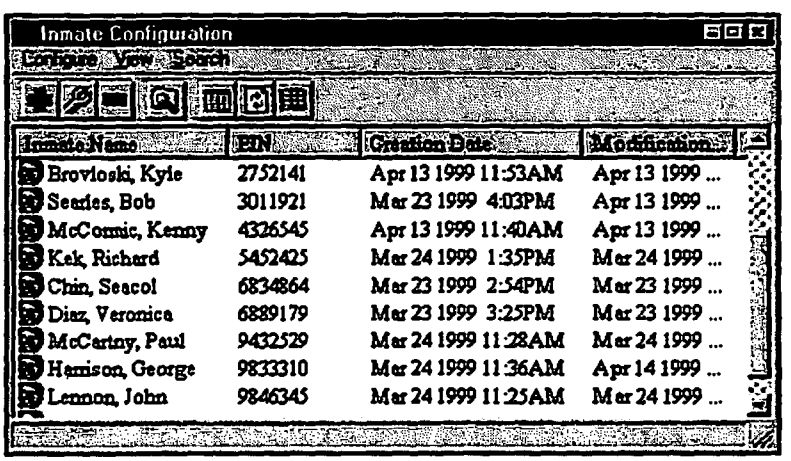


Figure VIII-11. Inmate Configuration Screen

ODRC personnel can click on a specific inmate as shown in the above screen. The CHANGE INMATE screen shown below appears.

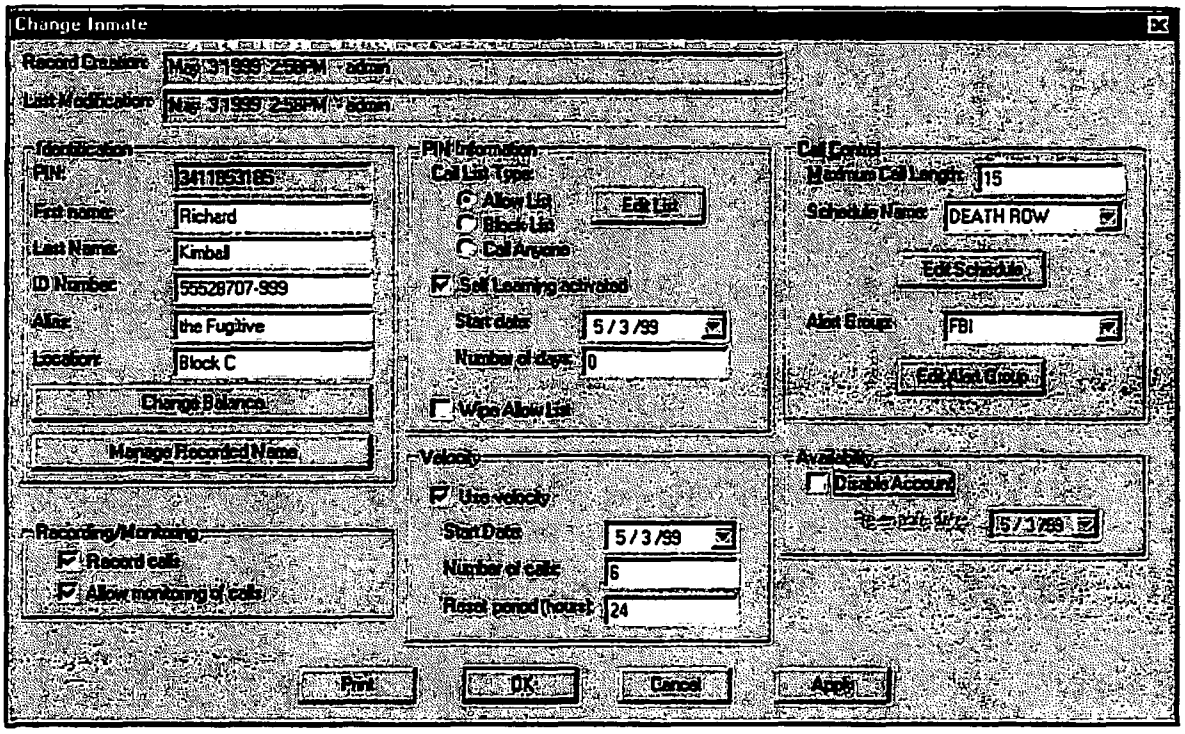


Figure VIII-12. Change Inmate Screen

All inmate information is stored in this screen including identification information, PIN information, call control parameters, recording and monitoring specifications, velocity settings and availability settings. The use of PINs expands LazerPhone's capabilities through the following:

- The use of CALL ALLOW LISTS rather than endless entering and updating of blocked numbers. LazerPhone can restrict each inmate to as many or as few call allow numbers as the facility administrator requests. If a called number is not on the inmate's approved list, our software will not allow the call to be completed. There is an unlimited capability for storing 10-digit assignments in the system.
- By using the self-learning PIN system along with our AUTOMATED ALLOW LIST REGISTRATION SYSTEM, facility personnel are relieved of the burden of handling paperwork for inmate allow lists. The system works by providing a two-digit code that the inmates dial at the inmate telephone sets. The system recognizes this code as the Allow List Request Code and automatically dials our automated system. Using an automated operator, the registration system solicits the relevant telephone numbers and inmate PIN. Then, the system sets up processes

to obtain the name and address for the phone number provided. Upon identifying the name and address, the system makes contact with the party at the new telephone number and confirms the called party's desire to be included on the inmate's allow list. Once this is accomplished, and if the inmate has not reached his/her limit of allowed numbers, the number is added to the inmate's allow list. The name and location of the telephone number are provided electronically to the facility. The system may be altered to provide the facility pre-approval rights before any number is added to an inmate's allow list.

The following PIN INFORMATION screen allows system administrators to enter CALL LIST TYPE information about each inmate PIN:

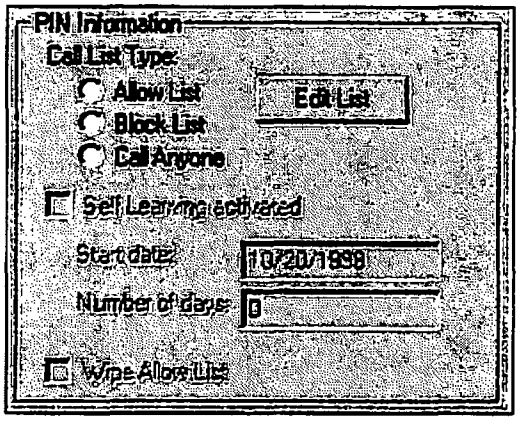


Figure VIII-13. PIN Information Screen

From the above screen, system administrators can also edit the inmate's BLOCK LIST and/or ALLOW LIST shown in the following EDIT ALLOW/BLOCK LISTscreen.

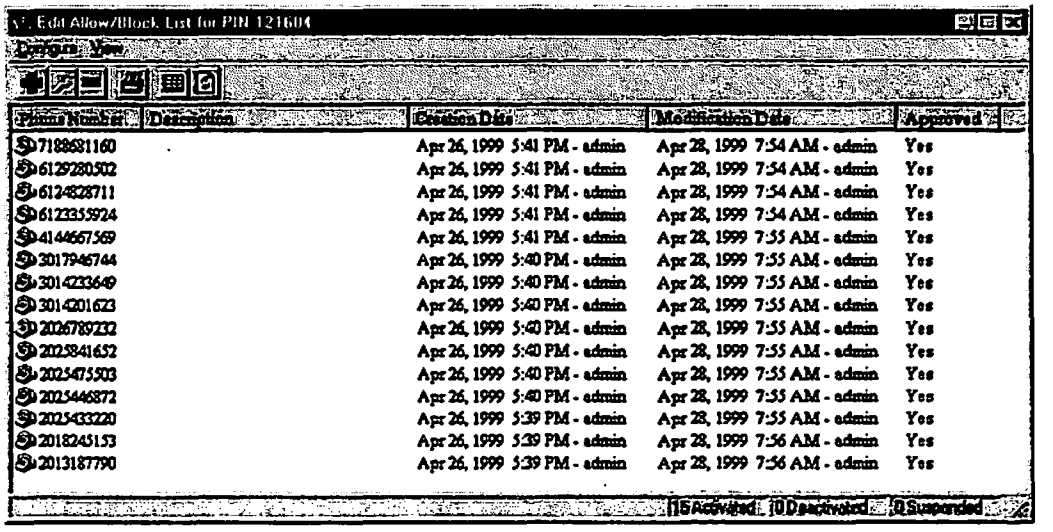


Figure VIII-14. Edit Allow/Block List Screen

In addition, the PIN system will allow a facility to:

- **Set Call Duration:** Each PIN can have a different call duration. This duration can be programmed from one (1) minute to two hundred fifty-five (255) minutes in one (1) minute increments. In addition, a warning prompt or tone will notify the inmate that the call duration is approaching the preset time limit.
- **Set Call Velocity:** An inmate can be restricted to the number of calls he/she can make during a specified time period. This time period can be set in minutes, hours, days, weeks, months, years, etc.
- **Set "Hot Number" By PIN:** Facility personnel can enter HOT NUMBERS via the on-site workstation. Should an inmate attempt to dial one of these numbers, the LazerPhone Management Control Center computer will dial up to three destination numbers (telephones or pagers as programmed per the facility administrator's requirements) and report the number the call is being made from, the number being dialed, and the inmate making the attempt (by his or her PIN number). LazerPhone will make three attempts to complete these calls.
- **Obtain Management Reports:** When PINs are in use, the system administrator can create reports including inmate PINs. The inmate PIN number can become a parameter by which calls are sorted or by which reports are printed.
- **Set Phone Usage Times:** Each PIN can be programmed to include specific phone usage times. An individual inmate may be restricted to specific time of day calling, specific day of week calling, or specific holiday calling.
- **Set Programmable Free Calls By PIN:** Specific telephone numbers may be flagged as "free calls" when dialed by an individual inmate PIN. However, free calls can have a negative effect on gross revenue generated by the system. When an inmate is assigned a PIN (either automatically by the LazerPhone system or by manual entry), the PIN is immediately activated and the inmate can begin placing calls using his or her PIN. The LazerPhone system operates in real-time and thus, there will be no delay or lag time between PIN assignment and use.

In short, every feature or option of LazerPhone becomes available on an inmate-by-inmate, individual basis, while being easily managed in the same, "point and click" Windows environment. LazerPhone fully supports the flexible use of PINs in the facility -- the ODRC personnel will have complete control over designating PIN usage.

5.4.9 Automatic Assignment of PINs

The ODRC may integrate the ICOP with a Management System for the automatic assignment of PINs. The Proposal shall describe how this will be accomplished.

MCI WorldCom will work with the ODRC after contract award to integrate the ICOP with a Management System for the automatic assignment of PINs. MCI WorldCom, as the incumbent provider of inmate services, is familiar with the both the current system and the proposed ICOP. To accomplish this integration, MCI WorldCom would provide a transaction server to translate and handle communications between the systems. This transaction server will be able to translate using SQL queries to the ODRC's Oracle databases. However, any management system contemplated by the ODRC will need to be able to work with the ICOP's unique PIN restrictions.

5.4.10 Telephone Number Lists

The ICOP shall allow for a restricted number list of telephone numbers to be linked to an individual PIN. Such telephone number lists shall be entered by ODRC personnel.

LazerPhone is capable of assigning CALL BLOCK LISTS to each individual inmate PIN. Via the screen shown in Figure VIII-14, these lists of telephone numbers can be easily entered by ODRC personnel at the system workstation using a point-and-click method in a user-friendly Windows environment.

5.4.11 Inmate Authorized Telephone Numbers

The ODRC will not provide to each inmate, via the use of PINs, a list of authorized telephone numbers. The Proposal shall describe the following:

1. *Minimum and Maximum Number of PIN Numbers Available per System (Site/Institution).*

2. *Minimum and Maximum Number of Destination Telephone Numbers Available per System (Site/Institution).*

Using the LazerPhone system, each ODRC site/institution can have as few or as many inmate PINs as necessary. LazerPhone will allow each ODRC site/institution to have as few or as many destination telephone numbers as deemed necessary.

5.5 Restrictions and Fraud Control Options

5.5.1 Restrictions and Fraud Control Options

The proposed ICOP shall allow ODRC personnel to temporarily restrict or disconnect service to an individual inmate telephone or station, groups of telephones, or an entire ODRC facility. The Proposal shall describe how this is accomplished with the proposed System.

The proposed LazerPhone platform will allow ODRC personnel to temporarily restrict or disconnect service to an individual inmate telephone or station, groups of telephones, or an entire ODRC facility. The following describes how temporary restriction and disconnection of service will be accomplished.

The proposed LazerPhone system will allow ODRC personnel to maintain complete control of individual inmate telephones or stations, groups of telephones, and entire facilities. Using LazerPhone's schedule feature, ODRC personnel will be able to restrict or disconnect service by grouping individual phones. The phones can be programmed to turn on and off at preset times using an easy point and click interface.

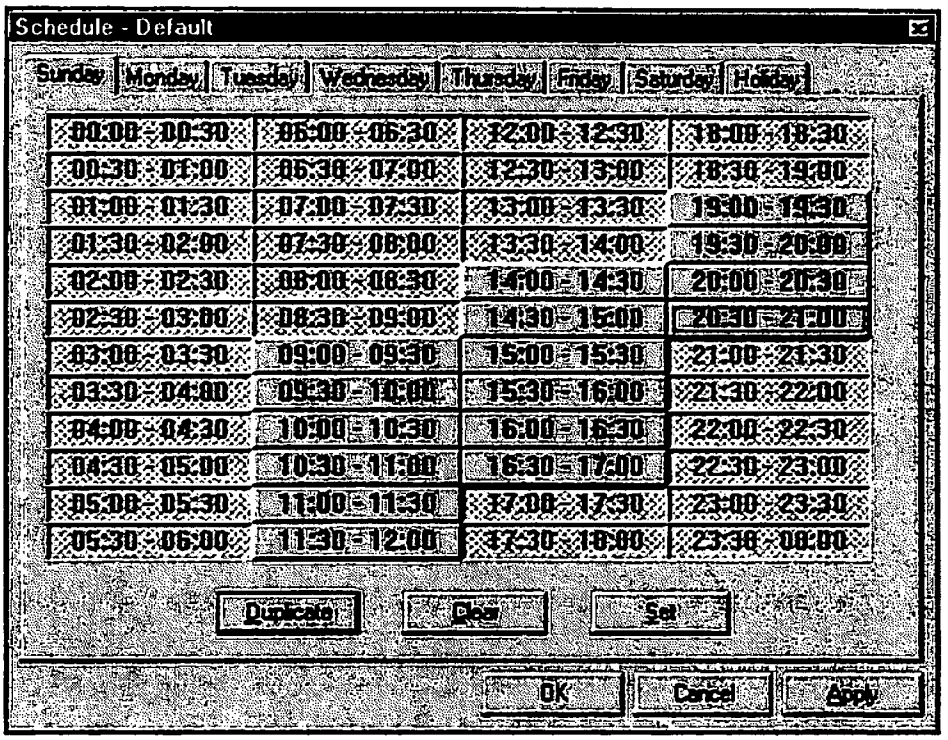


Figure VIII-15. Programmable On/Off System Administration

The proposed system will provide the flexibility for ODRC to create a customized list of holidays and to modify the inmate telephone on/off times from the standard day-of-week configuration. Each designated holiday can have its own programmed telephone on/off times.

5.5.2 Pre-Recorded Announcements

In order to limit possible telephone fraud, a fraud prevention feature shall be available, which shall randomly interject pre-recorded announcements throughout the duration of the conversation to the called party and caller indicating the source of the call. The Proposal shall describe, in detail, how this feature is accomplished.

The LazerPhone system will be configured to play an automatic, periodic overlay announcement throughout an inmate call. This announcement will include any information requested by ODRC such as, "This call is from an inmate at the Ohio Department of Recreation and Corrections." The overlay can be turned on or off by ODRC personnel.

5.5.3 Third Party Detection

The proposed ICOP shall be able to detect the called party's attempt to initiate a "3-Way" or "Conference Call" with a third party and immediately terminate and/or flag the call. The Proposal shall describe how this detection is accomplished with the proposed System and provide the actual "field tested" percentage of successful attempts in using this feature.

The LazerPhone system will recognize audible signaling, which indicates a three-way conference call has been attempted. When the system detects these audible indications, it will either terminate the call, present a voice warning, and/or flag the call detail report (CDR) for future investigation. Field tests have shown that out of 100 calls where 22 included third party attempts, the system marked from 15 to 31 as three way call attempts. The results are highly dependent on the destination number, the network quality, and most importantly, whether the user was purposely trying to defeat the feature. Overall LazerPhone engineers estimate an 85 percent effectiveness rate.

When an attempt is made to bring a third party onto a call, the called party must hook-flash, dial a number, and then hook-flash again to bring the inmate back onto the call. The public switched telephone network (PSTN) returns no on-line or off-line signaling indicating that a third party has been conferenced, therefore a 100 percent proof-positive method is not commercially available to detect the third party. However, audible signals can be detected on the line in most cases to determine that a third party has been connected. LazerPhone detects these audible signals.

Upon detection of a three-way call attempt, LazerPhone will provide ODRC personnel the following options:

- Disconnect the call
- Flag the call for further investigation
- Play a voice prompt warning
- Any combination of the above options.

Using the filter option in the LazerPhone call search screen, as shown below, ODRC personnel can request 3-way call attempt reports. Additionally, all detected three-way calls will be noted and highlighted in red on call management reports, as shown in Figure VIII-17.

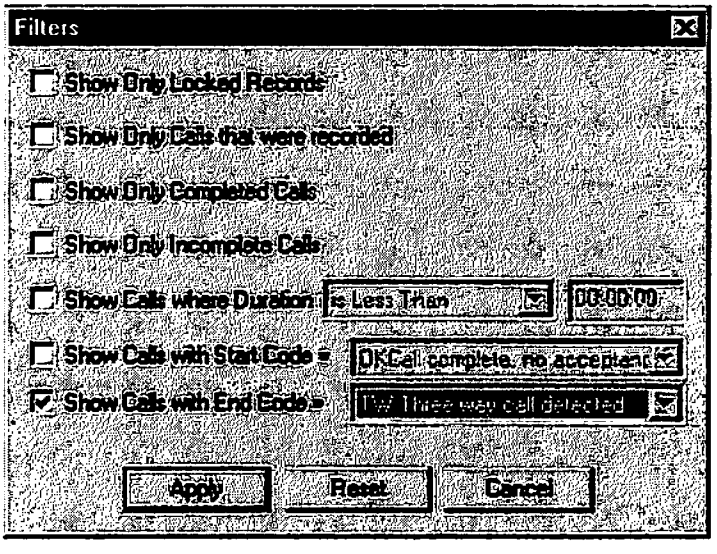


Figure VIII-16. Three Way Call Attempt - Report Generation

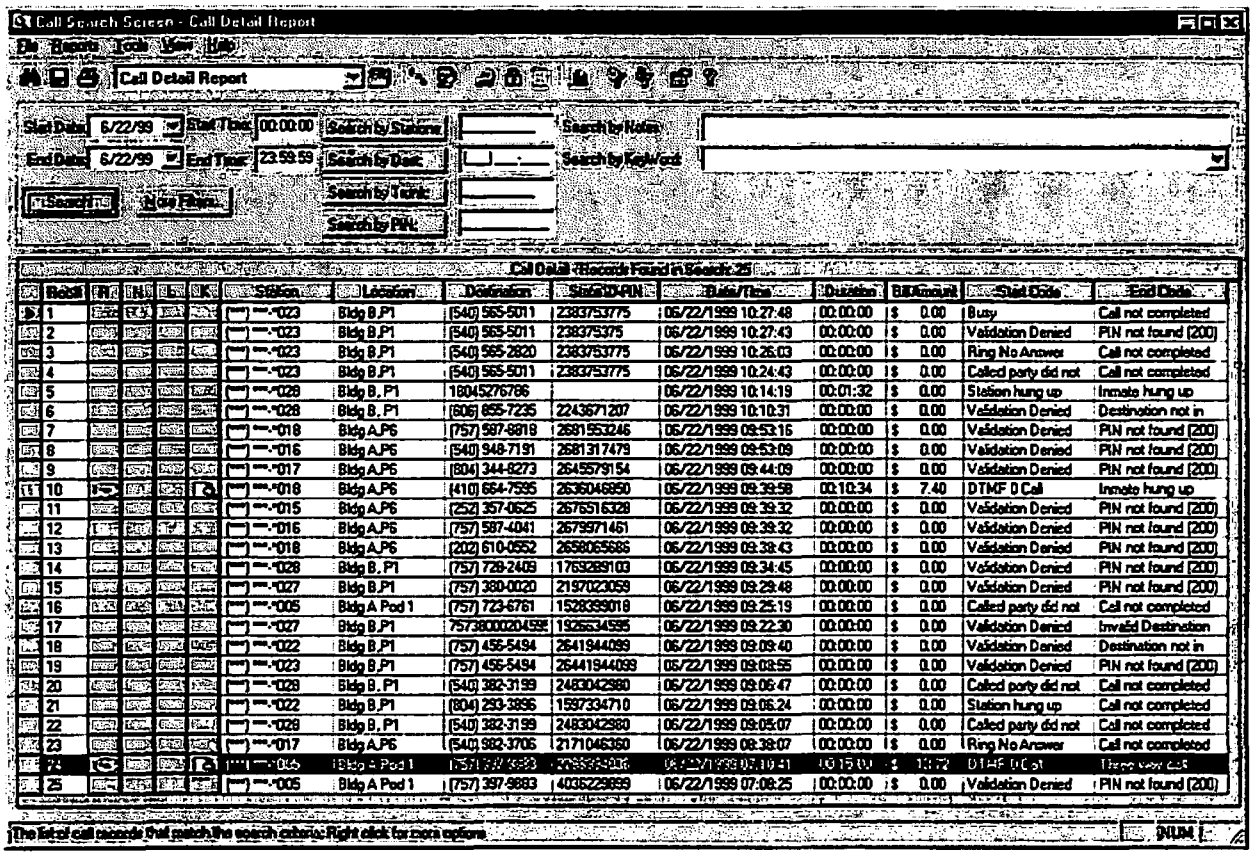


Figure VIII-17. Three-way Call Attempt Flagged on Call Detail Report

5.5.4 Call Alert Feature

The ICOP have a call alert feature. This feature shall alert ODRC personnel that a designated inmate is placing a telephone call to a specific number that has been assigned alert status. This status shall be activated by ODRC personnel at ODRC's discretion. The Proposal shall describe how this feature will function.

With LazerPhone, a facility can enter "hot numbers" through the on-site computer. Should an inmate attempt to dial one of these numbers, the management control center computer will dial up to three administrative phones—programmed as requested by the facility administrators—and report the number the call is being made from, the number being dialed, and, if PINs are in use, the inmate making the attempt by his or her PIN number. LazerPhone will make three attempts to complete these calls. Each set of three administrative phones will be assigned to a designated group. The alert group illustrated below is named FBI. System administrators will be able to enter the desired administrative phone numbers in the user-friendly screen below:

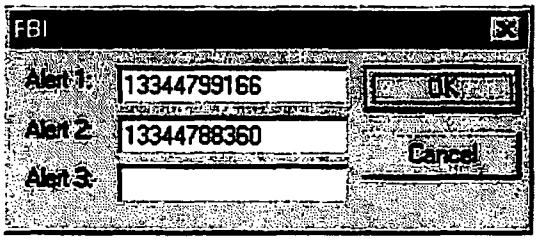


Figure VIII-18. Alert System

5.5.5 Called Party Deletions from the "Authorized Telephone Number List".

If a called party wishes to be added to an inmate's restricted call list or wishes to be on a list that will not allow reception of calls from any inmate in an Ohio Correctional Institution, the ICOP Equipment shall have a feature to activate this function. Activation will be by either responding to voice prompts using the dual tone multi frequency (DTMF) telephone buttons or by responding with "yes or no" answers by voice. The System Administrator shall have the capability to manage the list (see Section 5.4.10). This function shall have a verify capability.

The called party will be prompted when answering a call from an ODRC institution with the following:

> "This is a collect station-to-station call from 'INMATE NAME' (as recorded) who is an inmate at the 'FACILITY NAME' (as programmed). If you wish to accept this call, press or dial '0' and hold; to deny, press or dial '5' and hang up; if you wish to block any future calls of this nature, press or dial '7' for further information; to hear the rates for this call, press or dial '9'"

After pressing or dialing '7' for further information as instructed, the called party will be advised to contact the LazerPhone Management Control Center via a toll free number to request that the called number be blocked. By requiring a called party to contact the Management Control Center to block a destination number, the number of unauthorized or accidental blocks will be greatly reduced. For ODRC notification purposes, the call record will include a notation that the '7' option was exercised by the called party.

5.5.6 Fraud Detection and Prevention

The Proposal shall describe all detection and prevention capabilities related to fraudulent, illicit or unauthorized activity available on the proposed ICOP.

The following provides an overview of the LazerPhone features and functions that relate to detection and prevention of fraudulent, illicit, or unauthorized activity

Account Balance. The system will inform the called party of the account's accumulated balance prior to call acceptance. The account balance will be to the next rounded minute. The balance will be described from the last accepted payment to the present time in one-minute increments.

Alert System. This system will detect attempted calls made to a restricted telephone number, or a high number of call attempts to a single telephone number. Upon detection of such an occurrence, the system will flash an alert warning on the workstation computer monitor where the administrator can monitor and/or terminate the call. Additionally, the system will call up to three (3) facility administrators and allow the administrators to monitor and/or terminate the call.

Credit Limit Violations. Upon receiving a call from an inmate, the called party will be automatically notified of any credit limit violations. The system will then instruct the called party how to make the necessary special arrangements to clear the account.

Kwik Kill. LazerPhone allows the system user to terminate a call in progress instantly. From the system workstation, the user selects the inmate station via the line-monitoring screen. Then, the user simply right clicks on the highlighted station and selects "Disconnect". When live monitoring a call in progress from a remote telephone the user can simply key in "**KILL" (**5455) and instantly terminate the call.

Rate Quotes. The system can quote rates to the calling and the called party prior to acceptance of the charges. The rate quote will give the called party the cost of the call for the first period and the rate for any additional period after the first period.

Third Party Detect. This system can be programmed to disallow third party calling, to the extent possible with today's technology. Following detection, the system can disconnect such calls and these attempts will be reflected in the call record detail.

In addition to the LazerPhone's features, MCI WorldCom employs measures after a call has been placed to identify and curb fraudulent activities. Each day, MCI WorldCom's MEGA billing center receives call detail records from the ICOP platform for rating, commissioning, and outclearing. Once the calls have been rated and

commissioned, they are outcleared to the appropriate LEC, RBOC or to MCI WorldCom's billing center for invoice generation.

Simultaneously the MEGA billing center provides MCI WorldCom's National High Toll (NHT) center with the call records each day to analyze for potential fraudulent events. NHT reviews the previous payment history (if one exists), prior calling patterns, and other events to determine if potential fraud exists. If suspicious calls are placed, a courtesy call is placed to the end user to determine the legitimacy of the telephone calls. If the end user verifies the calls are legitimate, NHT makes a decision to either place a block on the telephone and require the end user to make a payment or continue to allow the end user to accept additional collect calls.

5.5.7 Fraud Detection and Prevention Capabilities

The Proposal shall identify specific activities the proposed System capabilities shall detect and/or prevent. The Proposal shall also identify possible methods inmates may use to circumvent these capabilities.

LazerPhone is designed to both detect and prevent fraud attempts by inmates. The system includes protection features and functions against the following fraudulent activities:

- Three Way Calls
- Hook Flash Attempts
- Message Passing
- Harassing Phone Calls
- Calls to Payphones
- Calls to Portable Phones
- Calls to '800', '900', '411', etc.
- Calls Answered by Answering Machines.

Inmates commonly attempt to circumvent the fraud protections set in place with LazerPhone by the use of outside assistance, i.e. friends and/or relatives not confined to the correctional facility.

5.5.8 Extra Dialed Digit Detection

The proposed ICOP shall be capable of detecting extra dialed digits from either the called party or the inmate's telephone. The Proposal shall describe the options available to ODRC upon detection of the extra dialed digits (i.e., call termination, System alarm, logging of call to the database, etc.).

The LazerPhone system is fully capable of detecting extra digits dialed from either the inmate or the called party. Upon detection of extra digits dialed and at the discretion of the ODRC, the system will terminate the call, provide an alarm, and make a notation on the call record.

5.5.9 Unusual Or Suspicious Number Sequences

The proposed ICOP shall be capable of detecting unusual or suspicious number sequences dialed or dialing patterns which the System identifies as possible attempts to commit fraud. The Proposal shall describe the options available to ODRC upon detection of the unusual or suspicious number sequences.

LazerPhone includes safeguards designed to prevent fraud attempts such as unusual or suspicious number sequences or dialing patterns. The ODRC has the following options upon system detection of fraud attempts: terminate the call, monitor the call in progress, and notification by system alarm. Additionally, the call record will include a notation of the fraud attempt.

5.5.10 Prevent Inmates from Calling Other Institutions

Inmates are not allowed to call other ODRC institutions.

Destination numbers for all ODRC institutions will be blocked through each LazerPhone System. Inmates will not be able to call other institutions at any time.

5.6 General Station Equipment Requirements

The Inmate Telephone Station Equipment required for ODRC shall consist of three (3) types of telephones. All telephone Equipment shall be of the highest quality and shall be hearing aid compatible. The total number of telephone instruments for each facility is shown in Attachment B.

The first type, which shall be the majority of inmate telephones installed, shall be permanently mounted wall telephones meeting the specifications outlined in this Section of the RFP. The quantity of this type of telephone, within the total number of telephones listed in Attachment B, shall be determined by the facility warden at each of the correctional facilities.

The second type of Inmate Telephone Station Equipment shall be portable or "movable" inmate telephones that are used mainly in segregation units and shall be manufactured to withstand abuse as well as be compact enough to fit through standard cell door food slots. Industry Standard 2500 telephone sets are not acceptable. The Proposal shall describe how these movable or portable telephones will be moved from one cell to another by ODRC personnel to allow for inmate calling. The Proposer shall provide a minimum of one (1) of these instruments per special housing unit within each ODRC facility. The quantity of this type of telephones, within the total number of telephone listed in Attachment B, shall be determined by the facility warden at each of the correctional facilities.

The third type of Inmate Telephone Station Equipment shall be "all weather" inmate telephone sets to be used at ODRC's discretion. The quantity of this type of telephone, within the total number of telephones listed in Attachment B, shall be determined by the facility warden at each of the correctional facilities.

MCI WorldCom is proposing the use of the following inmate telephone stations:

1. Phillips & Brooks/Gladwin (PBG) GO7010 mini inmate telephone or G07042 full size telephone - permanently mounted wall telephone.

2. Phillips & Brooks/Gladwin (PBG) GO7010 - mounted on a heavy gauge steel pedestal on a roller base. The cart can be rolled directly in front of the inmate cell and the handset can be placed through the slot. The inmate may place his/her hand through the food slot for dialing.

3. All Weather telephone. The (PBG) GO7010 is an all weather telephone, suitable for outdoor use.

We provide additional information on these phones in Attachments 5 and 6. MCI WorldCom understands that the quantities of each phone described above will be determined at the facility warden's discretion.

5.6.1 Inmate Telephone Station Equipment

All Inmate Telephone Station Equipment shall be of new manufacture and shall be provided with the proposed ICOP at no cost to ODRC. (See 5.6.3)

MCI WorldCom will install new inmate telephones, with the ODRC's consent, as part of its proposed solution at no cost to the ODRC.

5.6.2 Installation

All Inmate Telephone Station Equipment shall be installed in all ODRC institutions, at no cost to ODRC.

The inmate telephone station equipment will be installed in all ODRC institutions receiving the ICOP at no cost to ODRC.

5.6.3 Materials

The Proposer shall provide all required materials, Hardware, Software and station cabling (where re-use is unavailable or new locations are required) to install the Inmate Telephone Station Equipment.

MCI WorldCom will provide the required materials, hardware, software, and station cabling (where re-use is unavailable or new locations are required) to install the inmate telephone station equipment.

5.6.4 Power Requirements

All Inmate Telephone Station Equipment shall be powered by the telephone line and require no additional power source.

The telephone line powers all inmate telephone station equipment. No additional power sources are required.

5.6.5 Physical and Design Characteristics

All Inmate Telephone Station Equipment shall have the physical and design characteristics that include all of the following:

1. *A chrome plated DTMF tone dial that is water, flame and shock resistant.*
2. *A hearing aid compatible handset.*
3. *A tamper proof steel housing that protects the electronic components of the telephone.*
4. *A paint/finish that is mar and scratch resistant.*
5. *A faceplate with concise dialing and operating instructions.*
6. *An industry standard design.*
7. *An armored handset cord that is resistant to stretching and breaking.*
8. *A floating case hardened metal plate to prevent side drilling entry.*
9. *An installation reinforced by security studs to prevent easy removal of the telephone.*

MCI WorldCom has reviewed the individual requirements for the inmate telephone design characteristics. MCI WorldCom will meet and exceed these requirements.

5.6.6 Handset Cord Component

The Proposal shall describe the handset cord component of the proposed Inmate Telephone Station Equipment including the lanyard used to connect the handset to the base telephone. It is preferred that this lanyard be a metal composition.

The PBG handset cord is constructed of steel with armored steel cladding. The lanyard has a minimum 800-pound pull strength. It features enhanced flex fatigue performance, and meets all Bellcore specifications.

5.6.7 Compact Design

The Inmate Telephone Station Equipment shall be compact in design. The Proposal shall include diagrams or photographs of the proposed Inmate Telephone Station Equipment.

MCI WorldCom has provided information pertaining to the inmate telephone station equipment in Attachments 5 and 6.

The PBG GO7010 mini inmate telephone's measurements are as follows: 2 ½" D x 11 ½" H x 5" W.

5.6.8 Dual-Tone Multifrequency (DTMF)

The Inmate Telephone Station Equipment shall be true dual-tone multifrequency (DTMF).

All inmate telephone station equipment is DTMF compatible.

5.6.9 Phones Not Programmable

The Inmate Telephone Station Equipment shall not be programmable for any purpose.

The models proposed are "dumb" instruments with no programming capabilities.

5.6.10 No Coin Entry Slots

The Inmate Telephone Station Equipment shall not include coin entry and return slots regardless of whether these functions are disabled.

All inmate telephone station equipment is sealed within a rugged housing with no coin slots.

5.6.11 Station Set Identification Numbers

The Proposer shall provide a unique number, physically imprinted on each Inmate Telephone Station Set so that the number can be seen by ODRC staff for the purpose of reporting troubles and troubleshooting problems. As the Inmate Telephone Station Sets necessitate replacement, they shall be numbered by the Proposer. As new Inmate Telephone Station Sets are added or replaced they shall be identified in the same manner and all appropriate paper work shall be updated to reflect the addition.

Each inmate telephone features a transparent instruction window. Station set identification numbers will be imprinted on a special instruction card enclosed within the instruction card window. The instruction window is only accessible if the instrument is removed from the wall and the special pin-in-head security tool is used to disassemble the instrument. This prevents tampering with the instruction card. The instruction card will be visible through this window, thus allowing visual identification of the telephone's ID number.

As new phones are added or replaced, MCI WorldCom will update all appropriate paperwork and ensure the phones display proper identification. A complete documentation manual will be provided to each ODRC site to facilitate trouble reporting, management, and resolution. MCI WorldCom will update this manual regularly and will provide it to the ODRC.

5.6.12 Background Noise Reduction

The Inmate Telephone Station Equipment shall be capable of reducing background noise through the use of confidencers or directional microphones in the handset.

Each inmate telephone uses a confidencer to reduce background noise.

5.6.13 Voice Amplification Controls

All Inmate Telephone Station Equipment shall provide volume controls which allow inmates to amplify the called party's voice.

The inmate telephone provides three levels of volume control in the following increments: Level 1 5.17 dB; Level 2 10.34 dB; and Level 3 15.5 dB.

5.6.14 Bilingual Dialing Instructions

The Proposal shall describe the provision of dialing instructions in English and Spanish on each Inmate Telephone Station Set in a manner which reduces or eliminates the possibility of such instructions being destroyed. Labels or other accessible surface instructions shall not be acceptable.

Each inmate telephone features a transparent instruction window. The instruction window is only accessible if the instrument is removed from the wall and the special pin-in-head security tool is used to disassemble the instrument. Dialing instructions in English and Spanish shall be imprinted on a special instruction card enclosed within the instruction card window.

5.6.15 Bilingual Warning Statement

The Proposal shall describe the provision of a "warning" statement in both English and Spanish on each Inmate Telephone Station Set that states "This Call is Subject to Monitoring and/or Recording" in a manner which reduces or eliminates the possibility of such statement being destroyed. Labels or other accessible surface instructions shall not be acceptable.

Each inmate telephone features a transparent instruction window. The instruction window is only accessible if the instrument is removed from the wall and the special pin-in-head security tool is used to disassemble the instrument. A customized warning statement such as "This call is subject to monitoring and/or recording" shall be imprinted on a special instruction card enclosed within the instruction card window. The warning shall be printed in English and Spanish.

5.6.16 Maintaining Dialing Instructions and Warning Statements

The Proposer shall maintain the above-mentioned station set dialing instructions and warning statements for legibility and accuracy during the Contract term.

MCI WorldCom will maintain, update, and replace the dialing instructions as necessary.

5.7 Voice Quality

5.7.1 Voice Quality Standards

The Proposer shall propose an ICOP that provides a quality of connections that meet or exceed appropriate industry standards in the United States and enacted by appropriate standards organizations for transmitted and received levels, noise, cross talk and frequency range. The Proposer shall provide ODRC with the standard (i.e., Bellcore, ANSI, etc.) to which its ICOP will adhere.

MCI WorldCom will utilize T-1 transmission facilities and fiber-optic transport to carry all voice traffic from the ICOP across the network. MCI WorldCom's network meets or exceeds industry standards in the United States and recommended Bellcore, ANSI, and other industry organizations for transmission levels. Upgrades are continuously performed on the network to provide the highest voice quality while enhancing transmission levels and preventing cross talk and noise.

The ICOP, LazerPhone, will provide a quality of connections that meet or exceed appropriate industry standards in the United States and enacted by appropriate standards organizations for transmitted and received levels, noise, cross talk, and frequency range. The ICOP adheres to the standards of FCC Regulation, Part 68.

5.7.2 Voice Quality

The voice quality level listed above shall be in place for all telephone services at all stages of a call and shall not be affected by any other ICOP feature, function or capability.

The voice quality level listed in Section 5.7.1 will be in place for all telephone services at all stages of a call, and will not be affected by any other inmate calling system feature, function or capability.

5.8 Americans with Disabilities Act Compliance (ADA)

All of the proposed ICOP station sets shall be ADA compliant. Due to security concerns, ODRC shall be capable of requiring the Contractor to modify certain features on station sets such as cord length and mounting height. The ICOP's TDD/TTY Equipment shall be protected and secured by ODRC when not in use.

All ICOP station sets provided by MCI WorldCom will be ADA compliant. Upon request of ODRC, MCI WorldCom will modify certain features of the ICOP station sets to accommodate security concerns.

5.8.1 TDD/TTY Compatibility

All of the Inmate Telephone Station Equipment shall be compatible with telecommunications for the deaf (TDD/TTY) Equipment.

All of the Inmate Telephone Station Equipment will be compatible with telecommunications for the deaf (TTY/TTD) equipment. Individual handsets on the inmate telephone will be compatible with most TDDs equipped with acoustic couplers.

MCI WorldCom will meet current ADA requirements through the term of this contract at no cost to the ODRC.

The proposed solution will have a separate administrative line connected to a TTY device. TTY/TTY calls will require a live operator to connect to a called party in order for the called party to accept the collect call, and then the operator will drop out of the conversation. TTY-VOICE calls will require a live operator to relay the full call to the called party.

One TDD telephone with ancillary items, braille, and wheel chair access - necessary to meet Federal ADA requirements will be provided at no additional cost to ODRC.

1. These phones will not allow voice-to-voice calling
2. The inmate will go off-hook and place handset of phone into the TTY coupler device
3. The inmate will enter its PIN number via the telephone keypad (not the TTY device)
4. Call will be routed, either automatically by the LazerPhone platform or via a speed dial
5. The LazerPhone equipment will dial either a 7 or 10 digit number based on an MCI WorldCom dialing plan

6. This call will route the call to MCI WorldCom's TDD platform. The inmate will perform other functions, at that time to dial as TTY-TTY or as TTY-Voice

7. LazerPhone equipment will mark these calls as "free calls".

8. LazerPhone equipment will be able to create a recording of the baudot tones and record search.

The following describes the telephone equipment for hearing impaired persons.

Telephones will be equipped with a receiver that generates a magnetic field in the area of the receiver cap. Such telephones will be equipped with volume control and capable of a minimum of 12 dbA and a maximum of 18 dbA above normal. The mounting height will be such that the highest operable part of the telephone will be within the reach ranges as follows:

- Side Reach possible, the overhang will be no greater than 19 inches. The height of the lowest hanging part will be to or greater than 27 inches. The mounting height will be set at 48 inches from the floor to the coin return.

- Telephones mounted diagonally in a corner that require wheelchair users to reach diagonally will have the highest operable part no higher than 54 inches above the floor.

- Telephones requiring forward reach with an overhang greater than 12 inches will have the clear width of the enclosure at 30 inches minimum. If the clear width of the enclosure is less than 30 inches then the height of the lowest overhanging part will be equal to or greater than 27 inches.

- The electrical and communication system receptacles on the wall will be mounted no less than 15 inches above the floor.

5.8.2 TDD/TTY Devices

The Proposer shall be responsible for providing a single TDD/TTY device for the ICOP at each ODRC institution listed in Attachment A of this RFP. 57

MCI WorldCom will provide each facility with the Ultratec SuperPrint 4425 TTY device. The SuperPrint 4425A includes a built-in 24-character printer that prints the date and time of each call and keeps an exact record of the conversation.

As a complement to the proposed inmate telephone system, MCI WorldCom can also offer ODRC a unique option which provides inmates access to TTY-to-TTY calling (meaning both the inmate and the called party are using a TTY). MCI WorldCom can

configure the system so that it will become an automated operator for TTY-to-TTY calling. This application was designed by MCI WorldCom and to the best of our knowledge, is not offered by any other inmate call systems provider.

5.8.3 Portable TDD/TTY Equipment

The ICOP TDD/TTY Equipment shall be portable, such that it can be used with any ICOP station set at each ODRC institution listed in Attachment A of this RFP.

The SuperPrint 4425 is a lightweight portable device weighing 3.6 lbs. with dimensions of 9.9" W x 10"L x 2.5"H.

5.8.4 Keyboard Entry

The ICOP TDD/TTY Equipment shall allow inmates to communicate via keyboard entry.

The SuperPrint 4425 is equipped with a standard 4 row, 50-character keyboard.

5.8.5 Display and Printer Device

The ICOP TDD/TTY Equipment shall contain a display (i.e., LCD, LED, etc.) and a printer device.

The SuperPrint 4425 comes standard with a bright, 20 character LED display and a 24-character printer.

5.8.6 Monitoring Capability

The ICOP TDD/TTY Equipment must have real-time monitoring capability so that whatever is keyed is immediately displayed at a remote monitoring area or site.

The LazerPhone platform will automatically conference in a TDD/TTY decoding station for real-time monitoring capability. This real-time monitoring may be on-site or off-site at the ODRC's discretion.

5.8.7 Record Call

The ICOP shall record the entire call utilizing the TDD/TTY Equipment.

LazerPhone records the entire TDD/TTY call from answer by the called party. All signaling is digitized and into a high quality recorded file and keep for later review.

5.8.8 Decoding and Playback

The Proposer shall provide decoding and playback capability. The System shall not rely on paper copy only.

LazerPhone provides for any TDD/TYY call to be reviewed and played back as many times as desired. The call is selected from the call search screen. Then the remote playback option is selected. The operator is queried for a phone number. The operator enters the phone number to any TDD/TYY machine. The entire conversation—both sides—is then recreated on the TDD/TYY screen and can be optionally printed.

5.8.9 Call-Length Timer

A separate call-length timer shall be provided for the TDD/TTY service.

LazerPhone recognizes the TDD/TYY special calling status and will provide for a special, usually longer, time limit on such calls.

5.9 Collect Call Services

5.9.1 Automated Operator

The Proposer shall provide the collect call services required in this RFP through the use of an Automated Operator. An inmate shall never be connected to a "live" operator.

The ICOP will only utilize its automated operator system to process collect calls. LazerPhone is strictly an automated operator service. Inmates will **never** have access to a live operator. Additionally, LazerPhone's automated operator services include all voice prompts necessary for the completion of an inmate call. In all instances, the automated operator will make initial contact with the called party. During the automated greeting, the called party is notified of the inmate's name and the facility from which the inmate is calling. The called party will have contact with the inmate only after positively accepting the call as instructed by the automated operator. Prior to accepting the call, the automated operator will also give the called party the option to hear call rates.

The LazerPhone automated operator system also provides the following additional services:

Call Duration Warning: A voice prompt or a warning tone will alert both the inmate and the call recipient when only one minute is left on any call.

Call Type Preference: This feature is available if both person-to-person and station-to-station calling are activated. Once the inmate dials the number, a voice prompt states, "If this is a person-to-person call press '1'." If any other number is pressed or no number is pressed, the system default is to place the call as station-to-station.

Language Preference: Upon picking up the receiver, the inmate will hear the following prompt, "For English, press 1" - in English; "For Spanish, press 2" - in Spanish; and so on. This prompt continues through each language chosen by the ODRC and available in the system until the inmate makes a selection. LazerPhone supports up to nine (9) languages at one time.

5.9.2 Billing and Collection

The Proposer shall be responsible for billing parties receiving collect calls from the ICOP and for collecting payments for these calls.

MCI WorldCom will assume responsibility for billing called parties receiving collect calls from the ICOP and collecting payment for these calls. ODRC will have no billing or collection responsibility for collect calls. MCI WorldCom may seek the assistance of the ODRC to help investigate deter unlawful and fraudulent call activity.

5.9.3 Billing Assistance

The Proposer shall provide a toll free number which will be clearly shown on the called party's bill for assistance in billing matters.

MCI WorldCom currently uses the local exchange carrier to invoice the called party for collect calls. The portion of the invoice containing the collect calls lists a toll free number for MCI WorldCom customer assistance.

5.9.4 Local, Intra-LATA and Inter-LATA Collect Call Services

The Proposer shall provide all local, intraLATA, interLATA and interstate collect call services at all ODRC institutions where the ICOP is installed. The Proposer shall be responsible for installing and maintaining all telephone circuits necessary to provide the required collect call services.

MCI WorldCom will provide local, intraLATA, interLATA, and interstate collect call services at all ODRC institutions throughout the State. MCI WorldCom will provide, install and maintain the appropriate number of local and long distance circuits to provide the required collect call services.

5.9.5 International Calling Restrictions

The proposed ICOP shall not allow for collect calls to be placed to international locations outside of the 50 states and United States territories.

Each ODRC LazerPhone site/installation will be configured to operate only in collect call mode. Additionally, collect calling will be offered for all 50 states as well as the United States territories. No international calling will be available via the LazerPhone System.

The system will block calls to international destinations on the North American Dialing Plan (e.g. Canada) by entering the relevant area codes into the "Call Blocking" database. International calls outside the North American Dialing Plan require a country code. International call restrictions will be implemented and no country codes will be

programmed into the ICOP call control system without ODRC written authorization and approval.

5.9.6 Collect Calls Rates Within Ohio

The Proposer's Inmate Class of Service collect call rates charged to the called party, within Ohio, shall not exceed tarrifed per minute rates of $.40 and tarrifed per call surcharges of $2.50, applicable to local, intrastate/intraLATA toll and intrastate/interLATA calls originating from ODRC facilities collectively, the "Intrastate Tarrifed Rates." The Proposer's Intrastate Tarrifed Rates shall remain fixed for the term of the Contract and not be changed without the ODRC's written consent.

MCI WorldCom's proposed intrastate rates and charges within Ohio and our proposed commission offerings will remain fixed for the life of the contract and can only be changed with the written consent of the ODRC. The MCI WorldCom proposed intrastate rates and charges are subject to PUCO approval. Current PUCO approved inmate class of service rates are capped at a per call surcharge of $2.50 and a rate of $0.36 per minute. Each of MCI WorldCom's proposed commission offerings include per call surcharges and per minutes rates at or below the inmate class of service rate caps. Therefore, an offering based on a $2.50 per call surcharge and a rate per minute of $0.40 was not included in the MCI WorldCom response (detailed in Attachment 8). MCI WorldCom can prepare and submit a proposal with an enhanced commission rate to ODRC based on intrastate rates of up to $0.40 per minute. Any MCI WorldCom financial offering is contingent upon intrastate rate approvals by the PUCO.

5.9.7 Collect Calls Rates Outside of Ohio

The Proposer's rates charged to the called party for collect calls outside of Ohio, regulated by the FCC, shall not exceed the Message Toll rates for collect long distance calls and shall not exceed the surcharge rate for Inmate Class of Service Operator Station Collect set by the inter-exchange carrier with the highest yearly domestic long distance toll revenues.

MCI WorldCom's interstate rates and charges to end users will be as set forth in MCI WorldCom's applicable Federal tariffs in effect. From time to time during the term of any resulting contract, tariffs are subject to change at MCI WorldCom's discretion and subject to any necessary FCC or PUCO approvals. MCI WorldCom's rates for out of state inmate class of service collect calls, regulated by the FCC, will not exceed the Message Toll rates for collect long distance calls and the service charge for Inmate Class of Service Operator Station Collect set by the inter-exchange carrier with the highest yearly domestic long distance toll revenues. See Attachment 8 for current MCI WorldCom interstate rates. The current inter-exchange carrier with the highest yearly domestic long distance toll revenues is AT&T. MCI WorldCom's current tariffed interstate rate is $0.55 per minute as compared to AT&T's rate of $0.59 per minute. The MCI WorldCom proposal affords out of state called parties lower overall rates.

5.9.8 Percentage of Revenue

The Proposer shall collect all revenue from the called party for collect calls placed by inmates. The Proposer shall provide a percentage of that revenue as a monthly commission fee to ODRC. The commission revenue fee paid to ODRC shall be based on gross revenue and shall not be less than a 38% Commission Percentage Rate. Gross Revenue is defined as revenue for all accepted calls without exception. The Proposer shall not deduct fraudulent, uncollectible or unbillable calls from the Gross Revenue prior to applying the Commission Percentage Rate for ODRC.

MCI WorldCom understands and will comply. MCI WorldCom will calculate commissions on gross revenues. The calculations of Commissionable Revenue will mirror the existing agreement between the ODRC and MCI WorldCom. Commissionable Revenue is revenue of MCI WorldCom from Noncoin-Sent Paid Calls generated by Premises Telephones handled by MCI WorldCom Operator Services and carried on the MCI WorldCom's network, excluding: (i) taxes; (ii) credits; (iii) any amount MCI WorldCom collects or otherwise pays to third parties in support of programs mandated by governmental or quasi-governmental authorities, such as the Universal Service Fund (USF) and the Primary Interexchange Carrier Charge (PICC). The commission revenue fee from MCI WorldCom to ODRC will not be less than a 38% Commission Percentage Rate. Please see Attachment 8 for MCI WorldCom's Commission Percentage Rate offerings.

5.9.9 Commission Checks

A check for the commission amount shall be sent to ODRC no later than 45 days after the close of the billing month. For example, a commission check for calls made during April shall be forwarded to ODRC no later than June 15th.

MCI WorldCom understands and will comply. The monthly payment for the commission revenue fee will be made to the ODRC no later than 45 days after the close of the billing month. For example, a commission check for calls made during April will be forwarded to ODRC no later than June 15th.

5.10 Miscellaneous Requirements

5.10.1 Special Information Tones (SIT), Ring/No Answer, and Busy Conditions

The Proposer shall not charge for calls that result in Special Information Tones (SIT), ring/no answer, or busy conditions.

MCI WorldCom will only charge for calls that have been accepted by the called party via the ICOP LazerPhone system.

5.10.2 Local Exchange Service

The Proposer shall provide local exchange service for collect calling use at each ODRC institution listed in Attachment A of this RFP. The local calling area shall be equivalent to the local calling public pay telephone area at each ODRC institution. The Proposer must assure that the proposed ICOP is capable of identifying a dialed number as local, based on the pay telephone calling area, and correctly rate and route the call.

MCI WorldCom will provide local exchange service for collect calling use at each ODRC facility. The rates shall be equal to the rates incurred when completing a call from a local calling public payphone for that area at each ODRC institution. The LazerPhone system and MCI WorldCom's MEGA billing system are both capable of identifying the dialed number as a local number based on the calling area by the NPA-NXX of the called number.

5.10.3 Installation and Maintenance

The Proposer shall install and maintain all telephone circuits necessary to provide local exchange and long-distance calling.

MCI WorldCom will provide, install, and maintain all telephone circuits necessary to provide local exchange and long-distance calling collect only mode. All telephone circuits will be able to carry all types of calls (local, long distance, and collect). These circuits will be provisioned on a one for one basis with the inmate phone sets installed at each facility.

5.11 System Calling Protocols

5.11.1 Electronic Identification

Each call placed through the ICOP must be electronically identified by the System as being a call originating from "(name of institution), an Ohio correctional institution," with or without the accompanying inmate PIN.

As requested by the ODRC, all telephone calls placed through the LazerPhone system will be branded with a statement that the call is from 'Name of Institution', an Ohio Correctional Institution. This announcement will occur on 100 percent of inmate calls with or without the use of an inmate PIN. The identification can state any information requested by the ODRC.

5.11.2 No Acceptance/No Answer

If a call is not accepted by the party called, or if no one answers the call, the Proposer's service shall inform the inmate of the situation and not simply disconnect the call.

The LazerPhone system will notify the inmate of the reason for not completing the calls, such as busy or ring/no answer situations before disconnecting the call. When an inmate's call cannot be completed, the automated operator notify the inmate using a message similar to one of the following:

- "The called number was busy, please try your call later."
- "The called party did not answer, please try your call later."
- "The called party did not accept your call."
- "The called party has placed a block on this number."

5.11.3 Call Acceptance

The ICOP must have the capability to accept the called party's response via Dual Tone Multi-Frequency (Touch Tone Pad) input from the telephone. The Proposal shall describe how the System will accept input from rotary dial telephone users.

LazerPhone will accept the called party's positive acceptance via DTMF from the telephone. Additionally, a called party with a rotary dial telephone can accept the call via voice response, either a yes or a no response.

5.11.4 Voice Response

The ICOP shall have the capability to accept the called party's response via voice response. (Yes/No Response)

Each LazerPhone installation will be configured to accept the called party's response via a voice response.

5.11.5 Recorded Messages

The ICOP shall have the capability to interject messages into a telephone call at random intervals (i.e., "this call is from an Ohio correctional institution") as deemed necessary by ODRC and at ODRC determined intervals. The activation or deactivation of this feature must be controlled by the ODRC Central Office.

LazerPhone can be configured to randomly interject customized messages at the discretion of the ODRC. Each ODRC LazerPhone system can be configured to play periodic overlay announcements throughout all inmate calls. This announcement can include any information requested by ODRC including, *"This call is from an Ohio Correctional Institution."* Activation or deactiavtion of this feature can be controlled by the ODRC Central office.

5.11.6 Calling Party Announcement

The ICOP shall be capable of announcing to the called party the name of the calling inmate. Proposer's shall provide a mechanism to record an inmate's name one time to be used each time this announcement is required. The activation or deactivation of this feature must be controlled by the correctional institution.

The LazerPhone system will allow the inmate to pre-record his or her name as part of the automated operator call announcement that is played to the called party. Once an inmate's name has been recorded, the system will add the recording to the inmate's profile and the inmate will not need to re-record his or her name during any future calls attempts. The initial recording of the inmate's name can be done in two different ways. The first method is to automatically prompt inmates to make the recording during their first call attempt with a valid PIN. At the ODRC's option, this method can be restricted to specific inmate telephone(s) located within the facility. The second method is to have ODRC facility administrators (or even MCI WorldCom's PIN Administrator) record the inmate's name. This method could be performed at a dedicated phone connected to the on-site system, or at an administrative workstation equipped with a microphone.

In the event an inmate's name needs to be re-recorded, an authorized user will be able to access the "Change Inmate" menu, enter the inmate's PIN, select the "Message Recorded Name", and chose the record name option.

Activation or deactiavtion of this feature can be controlled by the ODRC Central office.

5.11.7 Call Acceptance Instructions

The ICOP shall be capable of announcing to the called party how to accept calls. The activation or deactivation of this feature must be controlled by the correctional institution.

The called party will be prompted when answering a call from an ODRC institution with the following:

"This is a collect station-to-station call from 'INMATE NAME' (as recorded) who is an inmate at the 'FACILITY NAME' (as programmed). If you wish to accept this call, press or dial '0' and hold; to deny, press or dial '5' and hang up; if you wish to block any future calls of this nature, press or dial '7' for further information; to hear the rates for this call, press or dial '9'."

After pressing or dialing '7' for further information as instructed, the called party will be advised to contact the LazerPhone Management Control Center via a toll free number to request that the called number be blocked. By requiring a called party to contact the Management Control Center to block a destination number, the number of unauthorized or accidental blocks will be greatly reduced. For ODRC notification purposes, the call record will include a notation that the '7' option was exercised by the called party.

Title 47, Section 64.710 of the Code of Federal Regulations of the FCC requires that certain voice prompts be played for all prison inmate phones. Provided that disallowing specific voice prompts would not be in direct violation of this code, MCI Worldcom will program and play or not play voice prompts as required by the State.

Activation or deactiavtion of this feature can be controlled by the correctional institution.

5.11.8 Rate Announcement

The ICOP shall be capable of announcing to the called party the collect call rate, prior to acceptance.

LazerPhone has the ability to quote rates to the called parties before they accept a collect call. The called party is given the option to hear the rates before positively accepting the call. This can help ensure that family and friends of inmates do not receive unexpectedly high telephone bills. The called party is only billed for positively accepted completed calls.

Additionally, the LazerPhone System is capable of informing the called party the account accumulated 30-day balance prior to each call. This feature is able to give the called party the balance for the account to the next rounded minute.

5.12 System Call Recording and Monitoring

5.12.1 System Call Recording

The ICOP shall be capable of recording all inmate calls simultaneously and at any time that a call is placed. The Proposal shall describe how such recording will be accomplished with the proposed System including the type of Equipment and Software being used.

MCI WorldCom will install a fully integrated call processing and call monitoring and recording platform featuring 100% call recording. The LazerPhone system allows real time recording of individual calls, storage of such calls on site, and the ability to off-load a specific call to a recording medium (tape or CD) that retains a chain of evidence admissible in a court of law. On site call storage will be available for retention for up to six months. The recording feature can be deactivated on a per number dialed and/or per PIN basis.

The LazerPhone system is the most advanced modular recording system available today. LazerPhone utilizes "tapeless" recording of inmate calls. Call records are stored on a RAID 5 Disk Array that consists of five separate hard drives. The redundant design helps prevent data loss. A recorded call could continue to be played back in its entirety even in the event one of the drives failed. Recorded calls are stored in a non-volatile, power independent memory that ensures data integrity, even under severe conditions. The LazerPhone hard drive system features expandable memory capabilities and simple call archiving methods. The system features 100% real-time call recording capability, and will be able to record all inmate calls placed from any inmate phone located within an ODRC facility.

The RAID 5 storage system has a number of advantages over other storage mediums currently available. First, RAID 5 storage allows faster data transfer. This is important during peak periods of phone use and investigative activity. Global Tel*Link's experience indicts that there will be a much higher rate of retrieval of recorded calls within the first ninety days after the call is made. Therefore, having these calls on the faster media makes sense. Second, RAID 5 storage provides superior redundancy. If one of the hard drives in the array were to fail, no data would be lost. The drive would be replaced and the missing data would self re-generate. This is the same method used in the data management control centers with large information storage requirements.

Recorded conversations stored in the LazerPhone system can be easily transferred to an analog tape recorder so that conversation may be used for evidentiary purposes. A portable cassette recorder is simply connected to the LazerPhone workstation and as the conversation is played back the portable system records the conversation. In addition, the LazerPhone system can be equipped with a CD ROM

drive, allowing recorded conversations to be transferred to a CD-ROM for later playback. MCI WorldCom and Global Tel*Link understand the importance of maintaining a chain of evidence in call recording. Global Tel*Link has developed a method for securing recordings against challenges to the authenticity of the date, time and telephone number(s) involved. Global Tel*Link encrypts this information for each call and then encloses the call in a "Security Envelope". Any alteration to the call or its encrypted information can be detected immediately. The security of the envelope is checked each time the call is played back. MCI WorldCom and Global Tel*Link will provide expert testimony, free of charge, regarding the authenticity of one of its recordings.

The LazerPhone provides the ability for system users to append notes of any length to a particular recorded call. These notes will be associated with the recording, and may be reviewed at any time. The system also allows users to search these notes by keywords or tags.

LazerPhone has the unique ability to search call records for user-designated key words such as drug lingo and escape conversations, to allow facility investigative staff and Internal Affairs personnel to quickly search all inmate conversations for any key words. This feature is not only an invaluable investigative tool, it also assists in the prevention and interdiction of drug smuggling and distribution, inmate escape, and numerous other types of inmate fraud and crime. Key Word Search allows the user to effectively reduce the total number of calls that have to be monitored to locate pertinent conversations. It also has the capability to take the researcher to the location in a conversation where the system thinks the word occurred. This greatly reduces the amount of time required to retrieve valuable information. System users can search for call records by a particular word in the Key Word database of the LazerPhone recorder. Once a word has been entered LazerPhone will scan the Key Word database to see if the word has been found in any phone conversation. Following the query, all records found with the target word will be listed in the records found field of the system's Call Search Screen shown in Figure VIII-19.

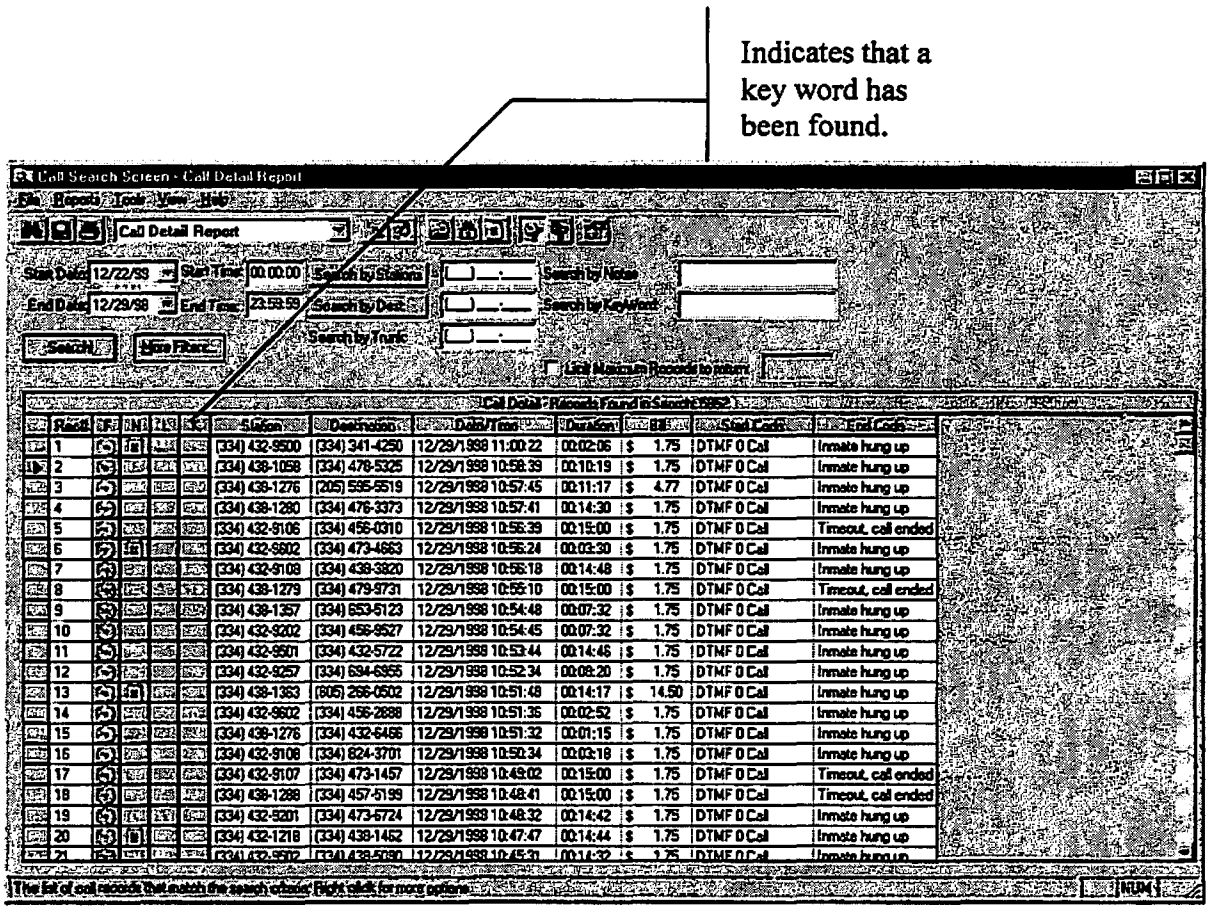


Figure VIII-19. Key Word Search Screen.

As speech recognition technology improves, MCI WorldCom will provide system updates and upgrades without any associated costs to ODRC. Global Tel*Link is a committed to remaining on the leading edge of storage and voice recognition technologies. As computing power and voice recognition engines have improved, key word searches have become a crucial investigative tool.

The system Call Search function will allow system users to search for specific conversations using the following criteria

- Start Time/End Time
- Start Date/End Date
- Inmate PIN (if applicable)
- RICH Notes

- Origination Number (inmate station)
- Destination Number
- Inmate name
- Outgoing Trunk ID
- Duration of Call – See sample screen in Figure VIII-20.

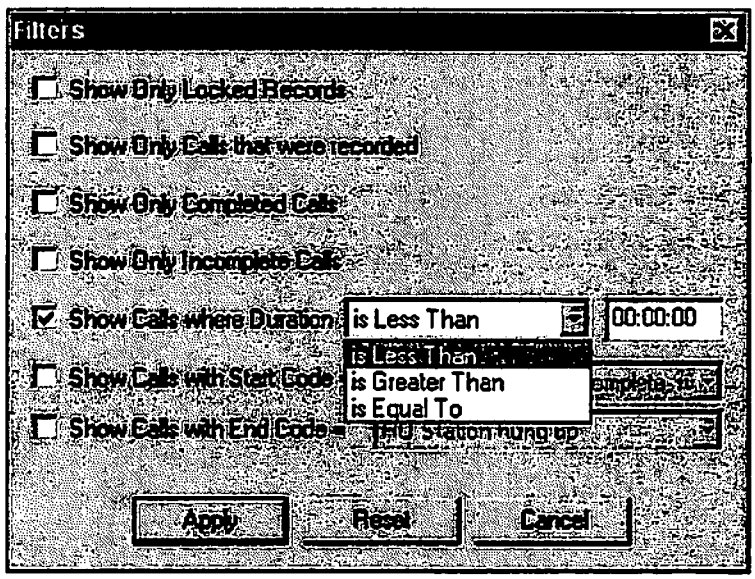


Figure VIII-20. Sample Screen - Duration of Call

5.12.2 De-Activate Recording Feature

The recording feature shall be capable of being de-activated on a per number dialed and/or per PIN basis.

LazerPhone will allow user-selectable call recording. Recording may be de-activated by inmate PIN or by specific telephone number for calls placed to attorneys or any other privileged communications.

The LazerPhone recording feature can be activated or deactivated for individual PINs via the recording/monitoring section of the change inmate screen as shown in the following figure.

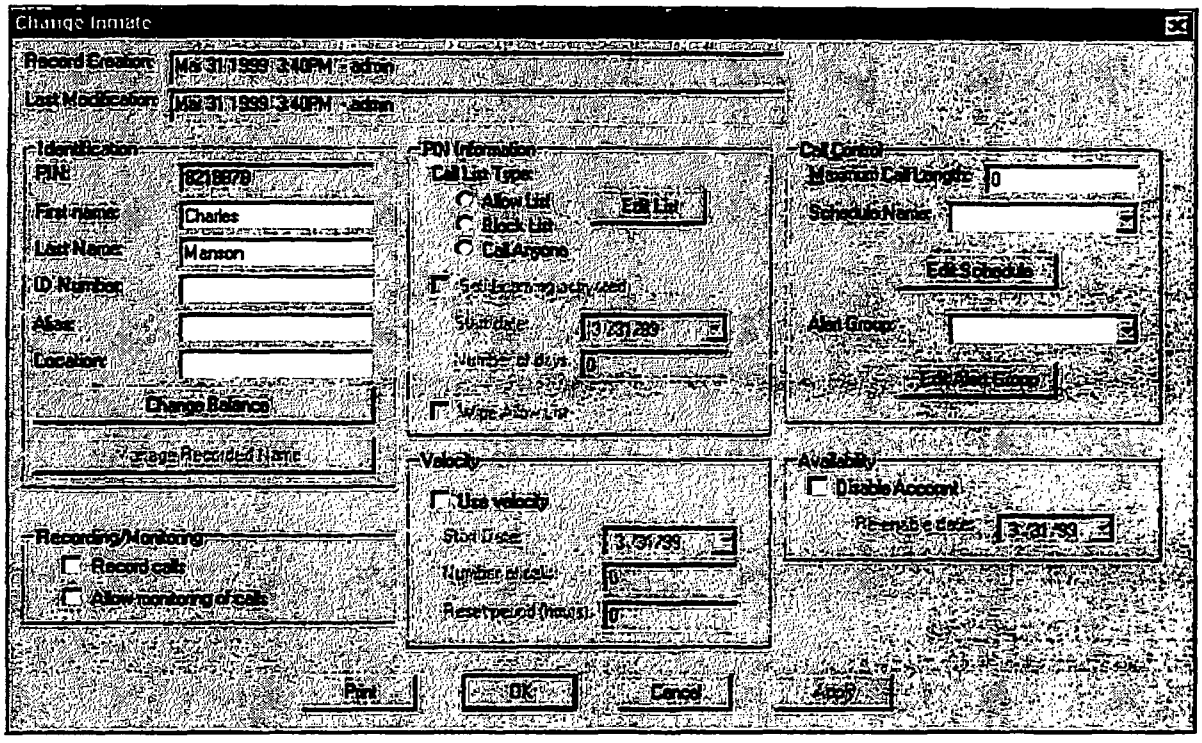


Figure VIII-21. Change Inmate Screen

As shown in the edit destination number screen below, this individual destination number is not flagged for recording and the comment states that this is an attorney's number. All changes in blocked or record status of an individual number are in real time.

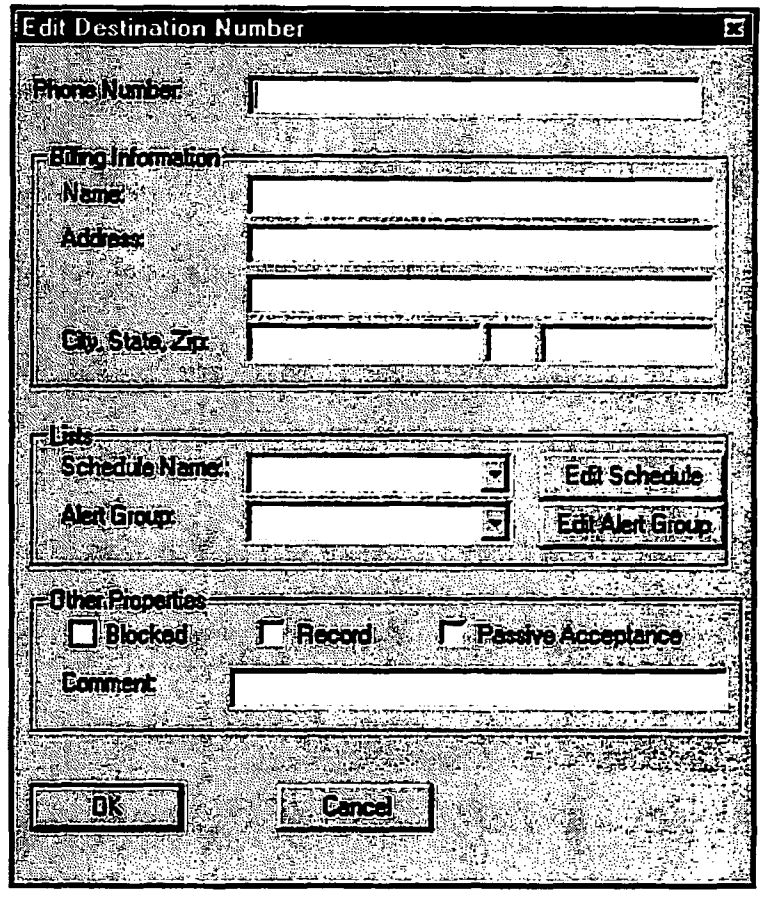


Figure VIII-22. Edit Destination Number Screen

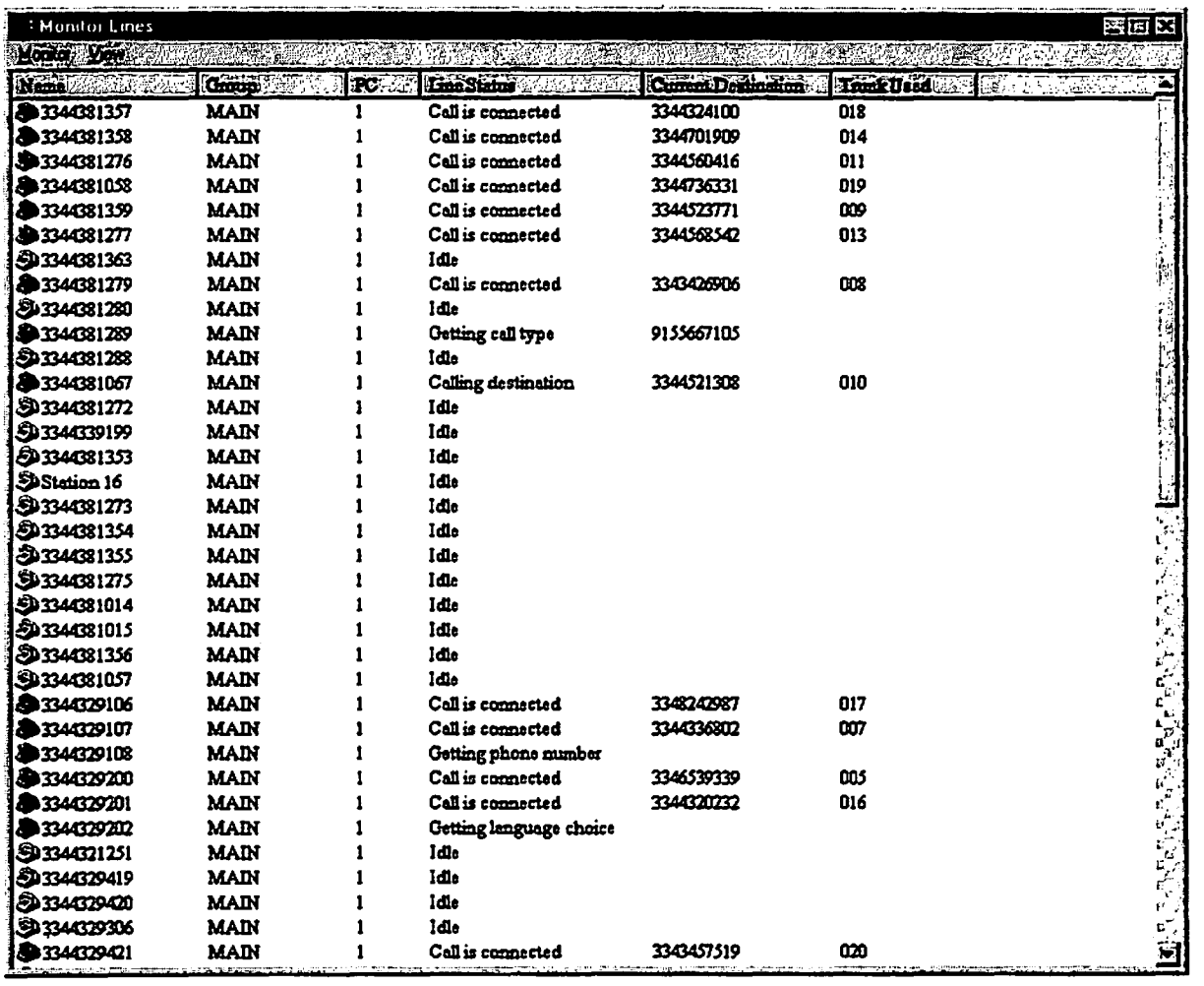
5.12.3 Call Monitoring

The proposed ICOP shall allow ODRC personnel to monitor inmate calls while in process ("real time"). This monitoring shall be by specific inmate telephone or station. Any Equipment and Software required to perform this function shall be provided with the proposed System.

ODRC personnel may monitor inmate calls in real time by specific inmate telephone set or station. All equipment and software required to accomplish this live monitoring will be included with each ODRC LazerPhone site/installation.

The LazerPhone system includes built-in monitoring capabilities. A system user is able to select inmate telephone conversations—in real time—for listening during recording without interruption to the recording process. Additionally, a unique feature of this system is that it allows authorized users to program and perform remote "live" call monitoring via a regular or cellular telephone. The selective monitoring capability allows monitoring to be disallowed by inmate PIN and by destination number. This features ensures attorney/client privacy.

The system will allow the attendant to listen to both the caller and the called party, with no loss volume or clarity on the phone line. Neither the inmate nor the called party will be aware that the call in progress is being monitored. When a monitor enters a call already in progress, it will not change the audible signal or frequency. Via the following line monitor screen, system users can highlight what inmate station to monitor in real time from the system workstation:


Monitor Lines

Monitor View

Name	Group	PC	Line Status	Current Destination	Trunk Used
3344381357	MAIN	1	Call is connected	3344324100	018
3344381358	MAIN	1	Call is connected	3344701909	014
3344381276	MAIN	1	Call is connected	3344560416	011
3344381058	MAIN	1	Call is connected	3344736331	019
3344381359	MAIN	1	Call is connected	3344523771	009
3344381277	MAIN	1	Call is connected	3344568542	013
3344381363	MAIN	1	Idle		
3344381279	MAIN	1	Call is connected	3343426906	008
3344381280	MAIN	1	Idle		
3344381289	MAIN	1	Getting call type	9155667105	
3344381288	MAIN	1	Idle		
3344381067	MAIN	1	Calling destination	3344521308	010
3344381272	MAIN	1	Idle		
3344339199	MAIN	1	Idle		
3344381353	MAIN	1	Idle		
Station 16	MAIN	1	Idle		
3344381273	MAIN	1	Idle		
3344381354	MAIN	1	Idle		
3344381355	MAIN	1	Idle		
3344381275	MAIN	1	Idle		
3344381014	MAIN	1	Idle		
3344381015	MAIN	1	Idle		
3344381356	MAIN	1	Idle		
3344381057	MAIN	1	Idle		
3344329106	MAIN	1	Call is connected	3348242987	017
3344329107	MAIN	1	Call is connected	3344336802	007
3344329108	MAIN	1	Getting phone number		
3344329200	MAIN	1	Call is connected	3346539339	005
3344329201	MAIN	1	Call is connected	3344320232	016
3344329202	MAIN	1	Getting language choice		
3344321251	MAIN	1	Idle		
3344329419	MAIN	1	Idle		
3344329420	MAIN	1	Idle		
3344329306	MAIN	1	Idle		
3344329421	MAIN	1	Call is connected	3343457519	020

Figure VIII-23. Call Monitoring Screen

5.12.4 Remote Live Monitoring

The new System shall allow live monitoring of inmate calls in progress and/or retrieve archived information from remote locations via telephone. 60

The LazerPhone system will allow live monitoring of inmate calls in progress and will retrieve archived information from remote locations via telephone. The LazerPhone system can support bridging of third parties from remote locations. To ensure system security, the LazerPhone System is controlled by a multi-option security profile for each system user. This allows multiple users to access only those functions corresponding to their security levels. A user log system is also provided to track system entries or unauthorized access.

5.12.5 "Real Time"

The proposed ICOP shall allow for "real time" audible monitoring of inmate calls by specific inmate PIN number entered by ODRC personnel. The Proposal shall describe how this monitoring will be accomplished with the proposed System.

LazerPhone will allow ODRC personnel to monitor inmate calls by telephone number in real time by specific PIN as entered by ODRC personnel. When an inmate dials an "alert PIN number" the system will notify ODRC personnel in one of two methods. The first method is by the ODRC personnel having entered up to 3 notification numbers associated with this alert PIN number. The system will attempt to contact each of the three (3) notification numbers and, if answered, provide a one way conference into the call. The second method is by a visual alert at the workstation. An officer at the workstation will then point and click on the phone dialing the alert PIN number. This will provide live monitoring of the call. LazerPhone allows for live monitoring both locally, within a single ODRC site, or remotely, from the ODRC Headquarters to any ODRC site.

5.12.6 Digital Drives

The voice call recording System proposed with the ICOP shall be a fully digital System utilizing a combination of hard drives and optical storage or other state-of-the-art digital drives. Systems utilizing magnetic tapes for voice call recording shall not be considered. The Proposal shall describe the type of voice call storage devices included in the proposed ICOP System.

LazerPhone includes a digital recording, archiving system that uses RAID 5 hard drive arrays as a storage medium to archive call records for the desired period of time. All archived call records can be accessed in a simple, familiar point-and-click Windows software environment. ODRC personnel will have the ability to search, recall, and playback recorded inmate calls using the LazerPhone component. This system requires no supply of media as all recorded calls are stored on a hard drive storage system.

5.12.7 Record Both Parties

The proposed recording System shall be capable of capturing the conversation of both parties with equal quality.

LazerPhone will record - and play back - both the inmate and the called party with equal quality.

5.12.8 Voice Playback Quality

The proposed recording System shall provide the highest quality playback possible by limiting compression as may be required. The Proposer shall assure the ODRC that voice playback quality is not compromised by compression techniques.

LazerPhone's compression ratios will produce a high quality playback capability on hard drive arrays. The voice quality for playback will not be compromised by the system's compression techniques.

5.12.9 Storage Capacity

The proposed recording System shall have sufficient storage capacity to record and maintain all voice calls for six (6) months. The Proposal shall demonstrate that six (6) months of calls can be maintained by the use of graphs and charts.

The LazerPhone system for each ODRC site/institution will have sufficient storage capacity to maintain all voice recordings for six (6) months. ODRC personnel will have easy and immediate access to up to six (6) months worth of call recordings, all via the LazerPhone workstation.

5.12.10 Call Storage Beyond Six Months

In the event that voice calls require storage beyond the six (6) month interval (per court instruction, etc.), such calls shall be tagged and saved.

Should a recorded call require storage beyond six (6) months, LazerPhone will allow users to lock individual call recordings from the call detail report screen. System users simply click the "L" field of the record that needs to be locked or unlocked. A lock illustration appears for each recording that is locked. When a call recording is locked, that recording cannot be deleted until the recording is unlocked.

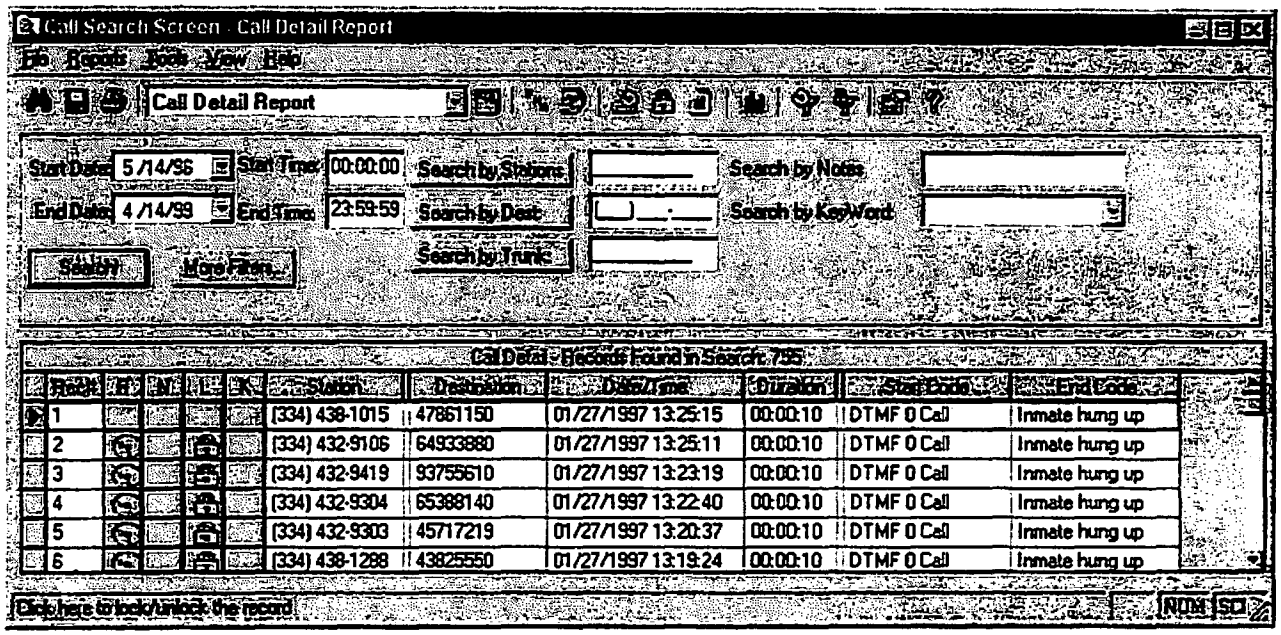


Figure VIII-24. Locking Call Records

5.12.11 Storage Capacity Beyond Six Months

In the event that voice retention requirements are increased beyond the six (6) month interval, selected Equipment shall have the capability without replacement, to meet new storage requirements.

The LazerPhone system will be capable of meeting increased storage space needs if required by the ODRC. A required increase of storage space will be met at no cost to the ODRC.

5.12.12 Speakers

Workstations and related peripheral requirements are described in Section 5 of this RFP. The Proposer shall include good quality speakers and headsets with each workstation for the best quality playback. The Proposal shall describe the quality of the speakers.

Each LazerPhone workstation will include Sound Blaster SBS20 speakers. These speakers include stereo headphone jack, a single-touch mute button, as well as separate bass, treble, and volume controls. Each set of speakers will include the necessary AC adapter and speaker cables. These amplified speakers will deliver quality, dependable sound to ODRC personnel when playing back recorded calls or when live monitoring calls in progress.

5.12.13 Networked Workstations

The recording System workstations shall be networked on the WAN described in Section 5.3 so that intelligence analysis and investigation can be performed from other correctional sites and/or the ODRC Central office. Describe it and how this can be accomplished with the Equipment and Software proposed.

MCI WorldCom will establish and maintain a closed, secure, wide area network (WAN) to connect all of the ODRC facility-based systems and user workstations with central database servers located at Global Tel*Link's headquarters in Mobile, AL, and MCI WorldCom's facilities Albany, NY. The installation of the facility-based LazerPhone platform connected to central database servers via a WAN offers significant improvements over the platform in use today. As calls are processed, a duplicate copy will be made and sent to the central database servers. This process will be replicated at each ODRC facility, effectively creating a redundant copy of all call detail records (CDRs) generated by ODRC facilities. The central database servers also will store a redundant copy of an inmate's PIN and allowed list of call recipients.

Because all of the relevant information from each facility will be stored at the central database servers and updated on a call-by-call basis as each call is attempted, system-wide reporting will be available from any location on the WAN. This means that, for example, the chief investigator for all prisons will be able to query all ODRC facilities for a CDR from any workstation connected to the WAN without logging into each facility and running the report request. Furthermore, MCI WorldCom's proposed solution will safeguard the State's mission-critical data from a single point of failure. Should a catastrophic event, such as a tornado or a direct lightening strike, disable the system, MCI WorldCom will install a replacement platform and populate it with the affected facility's data that is stored at the central servers.

The WAN facilitates remote monitoring of live and archived conversations. Provided the user has proper access, he/she may listen to any conversation at any ODRC facility from any ODRC facility. The conversation is transported across the WAN to the workstation on the WAN, which requested to listen to the conversation.

5.12.14 Playback System

The recorded telephone conversations of inmates are sometimes used as evidence in criminal or ODRC administrative investigations. Therefore, the recording System proposed with the ICOP shall provide a compact, portable playback System allowing for recorded media to be reviewed on-site at ODRC facilities or at required off-site locations. A compact, playback System shall be provided for each ODRC institution listed in Attachment A of this RFP. Such System shall meet the rules of evidence (e.g. an original digitally recorded medium, date and time-stamped, that if tampered with, would show evidence of such tampering).

MCI WorldCom will provide a portable, compact, multimedia laptop computer to each ODRC facility in support of the ICOP. This laptop computer will be used to support remote playback of inmate conversations downloaded from an ODRC LazerPhone system. It will be configured with a local area network (LAN) connection to support access to the WAN, thereby allowing it to act as a workstation and download call recording files from any ODRC facility.

Each LazerPhone digital recording component will include a writeable CD ROM drive. Recorded calls can be copied and written to an individual CD-ROM. This CD ROM can then be run from the MCI WorldCom-provided laptop's CD ROM drive

The MCI WorldCom-provided laptops will be loaded with a copy of the LazerPlay software. This software decodes the encrypted conversation from the LazerPhone system. Without this software, the recorded conversations cannot be accessed. LazerPlay prevents unauthorized users from listening to downloaded conversations.

To ensure the integrity of each call recording, LazerPhone System engineers created a completely fool proof method of securing evidence from challenge. Call authenticity, date, time, and telephone numbers involved are protected and secure. This information is encrypted into each call and the call is then enclosed in a security envelope. Any alteration to the call or to the call's encrypted information will be detected immediately. The security of the envelope is checked by the system each time before the call can be played back.

5.12.15 Search Capabilities

The portable playback System shall provide for search capabilities allowing ODRC investigators to quickly access certain time periods, certain telephone instruments, etc. The Proposal shall describe how such a System would be provided to ODRC and the capabilities and benefits of such a System. A dual cassette analog tape recorder shall be supplied to make cassette copies of recorded calls.

The LazerPhone system provides the ability to copy sets of recordings onto CD-ROM's for transport to locations outside the ODRC facilities, such as court. When the recordings are copied onto the CD ROM, all information regarding the call (origination, destination phone numbers, date-time, PIN, and security envelope) is copied with the recording. A playback program will be loaded and provided to each ODRC site/installation. This program provides the full ability to search for specific time periods. Additionally, this program provides for an authenticity check of the security envelope each time the recording is played back. During a court playback session, the officer operating the software will be able to go directly to any point in the recording using a mouse, pointing to a slider bar.

MCI WorldCom will provide a dual-cassette analog tape recorder to facilitate the duplication of recorded calls from the LazerPhone system.

5.12.16 PIN Recording

The PIN number shall be recorded at the beginning of each conversation.

LazerPhone will allow that inmate PINs are recorded at the beginning of each telephone conversation.

5.12.17 Recording Equipment

The recording Equipment shall have "hot swappable" drives and power supplies.

Each ODRC LazerPhone call processor will include industrial grade hot swappable drives and power supplies. The drive and power supplies will also be available at the Global Tel*Link storage location in Ohio.

5.13 General System Operational Requirements

5.13.1 Inmate Calling System Operation

The Proposal shall describe how the proposed ICOP will operate:

1. *Within each ODRC facility;*
2. *Throughout all ODRC facilities/Systems;*
3. *In conjunction with the Proposer's organization/facilities*

The ICOP will operate within each individual ODRC facility, throughout all ODRC facilities and systems, and in conjunction with MCI WorldCom organizations and facilities, in the manner described below.

Within each ODRC facility. The ICOP will provide the ODRC with significant administrative flexibility. Each ODRC facility will be configured with site call processors, recording and monitoring equipment, and a WAN interface, and will be an integral part of the overall ICOP architecture. The ODRC will have the flexibility to allow each facility to administer its own inmate phone accounts, or to appoint a single central location, such as the ODRC main office, to remotely administer inmate account for some or all ODRC facilities. If the ODRC elects to have each facility administer its own inmate phone accounts, ODRC personnel will use the administrative workstations provided by MCI WorldCom at each site. Administrative entries made to the system, as well as call detail records generated by the inmates' calls, will be stored on a local database on the site call processor (a site call processor database stores a minimum of 360 days of call detail records). Data stored on the site call processor in the form of inmate account information and call records will also be sent in real time via the WAN to the central server databases. If the call records are requested by a facility, they will be sent back to the site from the central database.

Throughout all ODRC facilities. While each site has the ability to administer and manage all aspects of the ICOP for their own site, the ICOP proposed by MCI WorldCom will also allow ODRC the option of administering and managing all aspects of the ICOP from a central location on the WAN. Advantages of central administration are:

- Uniform administrative management of all sites
- A direct interface between ODRC's central server database and all site call processor databases
- A single point of report generation for an individual site, a group of sites, or a rollup of data across all sites.

MCI WorldCom's organization/facilities. The ICOP project will be managed by MCI WorldCom's Law Enforcement organization, which is dedicated to supporting projects throughout the country with similar objectives as ODRC's ICOP. This dedicated focus ensures MCI WorldCom staffs its team with professionals with significant experience managing complex projects. The company has several established offices throughout the country that work directly with the corrections community to ensure each program's mission is carried out. The following MCI WorldCom locations and personnel will have direct responsibility in support of the ICOP program:

Dublin, OH Two dedicated Field Service Managers are based locally and will work under the direction of Mr. Tracy Stewart.

St. Louis, MO The overall project manager, Mr. Tracy Stewart, is based from this office. Mr. Stewart will oversee all pre- and post-installation activities for the ICOP.

St. Louis, MO MCI WorldCom's National High Toll Fraud organization, which oversees potentially fraudulent calling patterns, is located in St. Louis. NHTF will identify potential scams and will bring these incidents to the attention of Mr. Stewart for further investigation.

Atlanta, GA Mr. Ian Hicks, General Manager for Corrections, and his organization, are located in Atlanta, GA. His organization is responsible for tariffing, billing and collecting, and vendor management for MCI WorldCom's corrections projects. Mr. Tracy Stewart is a member this organization.

Albany, NY MCI WorldCom has selected Albany, NY, to house one of the central database servers for the ICOP. Albany was selected because of its related experience supporting the New York Department of Corrections, which utilizes a similar configuration. MCI WorldCom personnel in Albany also work closely with Global Tel*Link in support of the Virginia Department of Corrections project.

Sacramento, CA MCI WorldCom's Sacramento office will be responsible for collecting all call detail records (CDRs) from ODRC facilities and preparing them for rating, billing, and commissioning. This organization performs this function in support of all MCI WorldCom corrections contracts, and manages LIDB call validation gateway for all corrections contracts.

The following is a robust description of LazerPhone's call processing.

The inmate will pick up the receiver of the phone. The phone will prompt the inmate for a language choice (in each language residing in the system). The inmate will be prompted for his PIN (if in use). The inmate will be prompted for the number he wishes to dial. The system will place the inmate on hold. The system will perform various security checks on the number and if it passes, send the request to the LazerPhone Validation System where a Line Information Database (LIDB) verification is processed. If the call clears LIDB (not a payphone, cell phone, etc), then the out call is placed to the dialed number (inmate is still on hold. Approximate time 1-2 seconds).

Upon an answer at the called party residence, LazerPhone will announce a collect call, playing the inmates recorded voice as the calling party. LazerPhone will announce the cost of this call, warn that the call may be recorded and request the receiving party press or speaks "0" to accept, "7" to receive further information on blocking future calls of this type or hang up. If the receiving party presses or dials "0" to accept the call timer begins, recording begins and the inmate line is opened. Upon termination of the call by either end, the timer stops, recording stops, Call Record detail is created, stored locally and sent to the central computers.

Each ODRC facility will have access to changing or accessing any of the features of LazerPhone, via networked computer workstations. The workstations are easily operated via Windows® point-and-click interfaces. Features are available to each user based on their individual security profile and access level. All call recordings are available via this same interface. Calls may be monitored and disconnected in progress if necessary.

Each LazerPhone system is on-line with the central computers at all times. The LazerPhone System engineers will have the ability to look down to any ODRC system at any time. This will provide continuous diagnostics, system monitoring, record collection, statistical collection, anti-fraud and other information being gathered. All of this information is made available, both in reports and in real time, to the facilities and the ODRC headquarters.

5.13.2 Network Services

The Proposal shall describe the network of services required to support the proposed ICOP (i.e., ISDN, 56Kbps Circuit, T-1, frame relay, etc.). The new network must not be a part of any public network.

MCI WorldCom proposes the installation of a WAN that will connect all facilities to the central servers and to the ODRC HQ. Each site will be linked via the MCI WorldCom-provided and maintained 56/64 Kbps frame relay circuits. The central servers will have a T-1 frame relay link into the WAN. At each site, MCI WorldCom will install local and long distance trunks to carry all collect traffic generated by each

facility. Please reference Figure VIII-2 for a conceptual diagram of MCI WorldCom's proposed solution. The new network will not be a part of any public network. The frame relay service will be provisioned as a closed user group network, allowing connect to ODRC sites and the central database servers sites.

5.13.3 Remote Access

The Proposal shall describe how remote access to the System shall be provided.

Remote access to the proposed ICOP system will be through Windows NT Remote Access Service (RAS). Each ODRC facility will be connected to the MCI WorldCom-provided WAN to facilitate remote access from any ODRC facility to an ODRC facility.

5.13.4 Electrical and Environmental Requirements

The Proposal shall describe all electrical and environmental requirements of the System for each ODRC facility. Such information shall be provided for all components of the ICOP including central processor, recording and monitoring Equipment, etc.

The LazerPhone system allows for very efficient use of space. Because recording capabilities are internal to the system, there is no need for additional external equipment. The footprint of the LazerPhone system is 24" wide and 36" deep. The height varies with the configuration, but is usually 67" or less. A limited amount of wall space is required, usually 4 to 6 square feet. This area serves as the cross-connect to the inmate phone housings and Central Office lines.

Regarding system power requirements, LazerPhone equipment requires the use of a standard 120v duplex receptacle. Additionally, all LazerPhone equipment will operate without degradation at temperatures ranging from 0° to 110° Fahrenheit and in humidity ranging from 0% to 90% for short periods of time. It is MCI WorldCom's desire that the space or location utilized for the ICOP be a well ventilated, air conditioned area with a median temperature no greater than 82 degrees.

5.13.5 Surge Protection

The Proposer shall provide and install adequate surge protection for the proposed ICOP and its components. The use of traditional "power strips" for surge is not acceptable for this requirement.

Each ODRC LazerPhone site/installation will include industrial grade uninterruptable power supply (UPS) units.

5.13.6 Lightning Protection

The Proposer shall provide and install adequate lightning protection Equipment on all network services supplied for the proposed ICOP.

Equipment on all network services supplied for the LazerPhone system will include all necessary lightning protection

5.13.7 Uninterruptible Power Supply (UPS) Systems

The Proposer shall provide an adequate number of uninterruptible power supply (UPS) Systems that also have surge protection and line 62 conditioning at each ODRC facility capable of supporting all ICOP components, including Call Processors and recording and monitoring devices for a minimum of one (1) hour. A UPS capable of supporting each workstation/printer for a minimum of fifteen minutes shall also be included.

Each LazerPhone installation will be equipped with the appropriate industrial grade UPS unit. This proposed UPS system will be capable of providing sufficient backup to allow call processing for the duration of an hour. Additionally, a UPS capable of supporting each workstation/printer for a minimum of fifteen (15) minutes also will be included with each MCI WorldCom-provided ODRC system.

5.13.8 UPS Installation and Maintenance

The Proposer shall provide, install and maintain all ICOP UPS System Equipment at each of ODRC facilities. The Proposer shall replace all UPS System Equipment upon expiration of the manufacturer's life cycle of the installed product.

Each ODRC LazerPhone installation will include UPS equipment as well as installation and maintenance for this equipment. Upon expiration of the manufacturer's life cycle of the installed UPS equipment, the equipment will be replaced at no cost to ODRC.

5.13.9 Commercial Power Interruptions

The Proposal shall describe what will occur when commercial power to the ICOP is lost.

When commercial power to the LazerPhone system is lost, the system will revert to the UPS backups for access to battery power for up to 1 hour. MCI WorldCom requests ODRC permit a connection between the LazerPhone platform and its emergency power generators to extend this one-hour life cycle. LazerPhone does have the capability to automatically shut off all inmate telephone stations disallowing all inmate calls until restoration of commercial power.

5.13.10 Automatic Shut Off

In the case of the loss of commercial power and the failure of the UPS System, the ICOP must automatically restrict or "shut off" all Inmate Station Equipment (Telephones) so that no inmate calls can be made until commercial power is restored.

When commercial power to the LazerPhone system is lost, the system will automatically shut off all inmate telephone stations disallowing all inmate calls until restoration of commercial power.

5.13.11 System Recovery

The Proposer shall propose an ICOP capable of recovering from a power outage automatically or remotely, once commercial power is restored.

LazerPhone will perform a clean shutdown upon exhaustion of the UPS period. Once commercial power is restored, the system will automatically restart and be fully operational without requiring human intervention.

5.13.12 Equipment Space Requirements

The Proposal shall describe the space requirements associated with the ICOP Equipment and Software. The Proposal shall clearly define how much physical space is required for each Hardware component. The Proposer should be aware that limited space is available in ODRC facilities and that a smaller rather than larger space requirement is desired.

The LazerPhone system allows for very efficient use of space. Because recording capabilities are internal to the system, there is no need for additional external equipment. The footprint of the LazerPhone System is 24" wide and 36" deep. The height varies with the configuration, but is usually 67" or less. A limited amount of wall space is required, usually 4 to 6 square feet. This area serves as the cross-connect to the inmate phone housings and Central Office lines.

5.13.13 Administration from Single Workstation

The proposed ICOP Call Processor and Recording Equipment application Software shall be administered and operated from a single workstation. The Proposal shall describe such workstation and how application Software will be remotely maintained by the respective manufacturers without compromising other application Software and data.

The LazerPhone software can be administered from a single, mutimedia workstation, complete with 17" monitor, CD-ROM drive, and high quality speakers.

Global Tel*Link's technical support team will remotely maintain, upgrade, and service all ODRC LazerPhone installations. Only Global Tel*Link technicians and engineers will access the ODRC systems by remote access for the purpose of maintenance and upgrades. Therefore, application software and data will not be compromised by another vendor.

5.13.14 Graphical User Interface

The workstations(s) shall utilize Windows NT_ client operating System Software. The operating System Software shall provide a Graphical User Interface (GUI). If not Windows NT_, indicate what operating Software will be provided.

The LazerPhone workstations to be installed at each ODRC sites/installations will use the Windows NT 4.0 operating system which will include a Graphic User Interface.

5.13.15 Capability for LAN Connection

Each work site shall have multiple port 10-Base-T connections. The Proposal shall describe what is necessary to accomplish such a connection.

Each LazerPhone work site will have multiple port 10-Base-T connections as required. The LazerPhone installation technicians will plug-in these connections at each system workstation.

5.13.16 "Equipment Racks"

The Proposer shall provide matching manufactured "Equipment Racks" for Call Processors and Recording and Monitoring Equipment. System Hardware accessories shall also be rack mounted. The Proposal shall provide manufacturers' cut sheets and face layouts.

All LazerPhone and accessories will be rack mounted at each ODRC site/installation. In Attacment 5, we provide a brochure for Crown Precision Metal Fabricators, the providers of the equipment racks.

5.13.17 Remote Location for Equipment

The proposed Call Processing and Recording Equipment shall be remotely located in a telephone or computer room or other location to be designated by ODRC. The Proposal shall explain how this remote location shall be accomplished and provide line diagrams showing how Equipment will be connected.

The proposed LazerPhone platform will be remotely located in a telephone or computer room or other location to be designated by ODRC. The LazerPhone system uses a shared architecture. The on-site or premise equipment is comprised of local and T-1 line interfaces, station side interface, mass storage for recorded calls, and capacity to store local SMDRs. In addition, on-site computers and workstations are available for investigations utilizing Voice Recognition technology. Peripheral equipment such as UPS and printers are included in the system design.

The on-site system is supervised by a central computer system. Communication with the central computers is accomplished using the TCP/IP protocol with several methods of connectivity. The primary method of connectivity is a permanent wide

area network connection. The secondary method uses two modems, each connected to a ISP and encrypted VPN transport across the Internet. The third method uses the two modems dialing directly into another modem at the LazerPhone Management Control Center. Lastly, in the event that no on-line connection is possible, the system will function with locally stored data.

The central computer oversight is used for real time LIDB validation, fraud control, cross facility dialing, SMDR collection, Portable PINs, Portable Allow Lists, central rating, dynamic routing, e-mail, and trouble ticket collection. The central computer system has redundant sites with redundant large secured portals to the Internet.

This architecture provides the ability to multi-cast the IP packets to proxy locations for real-time data collection at the ODRC or vendor locations. With proper secured access, the system provides full "look down" capabilities from anywhere with IP connectivity. This means that remotely, an operator can watch the progress of calls and activity in real time from several locations simultaneously. Any call may be disconnected, monitored or conferenced into remotely, or from any LazerPhone workstations. Recorded conversations may be retrieved and reviewed from any sound capable computer with authorized access using the LazerPhone proprietary software.

The central computer systems provide significant fraud detection and prevention capabilities in real time. One of the true values to the LazerPhone system's topology is the ability to real time effect changes on the entire system, a group of facilities (DOC), a facility, a group of phones at a facility and/or an individual phone. This change could be anything from area code change implementations to rate changes to PIN/no-PIN decisions.

The recommended architecture for Ohio is a frame relay wide area data network with 128K bandwidth at each facility. This network would also connect to the LazerPhone Management Control Center central computers. Call recordings would be stored on-site, but SMDR would be stored on-site and at each of the other locations. Call recordings could be pulled across the network for investigative review or played remotely via telephone call back.

5.13.18 Monitors

The Proposer shall provide, at a minimum, a seventeen-inch (17") monitor with each workstation. The Proposal shall indicate the manufacturer and model number of the proposed monitors.

Each ODRC LazerPhone workstation will include a high quality OptiQuest Q51 seventeen inch (17") monitor.

5.13.19 Password Protection

Access to administrative functions and data shall be password protected.

The LazerPhone system is controlled by a multi-option security profile for each system user. This allows multiple users to access only those functions corresponding to their security levels. A user log system is also provided to track system entries or unauthorized access. ODRC personnel will have the capability of assigning and controlling access to all options as listed in the configure user options screen as shown below.

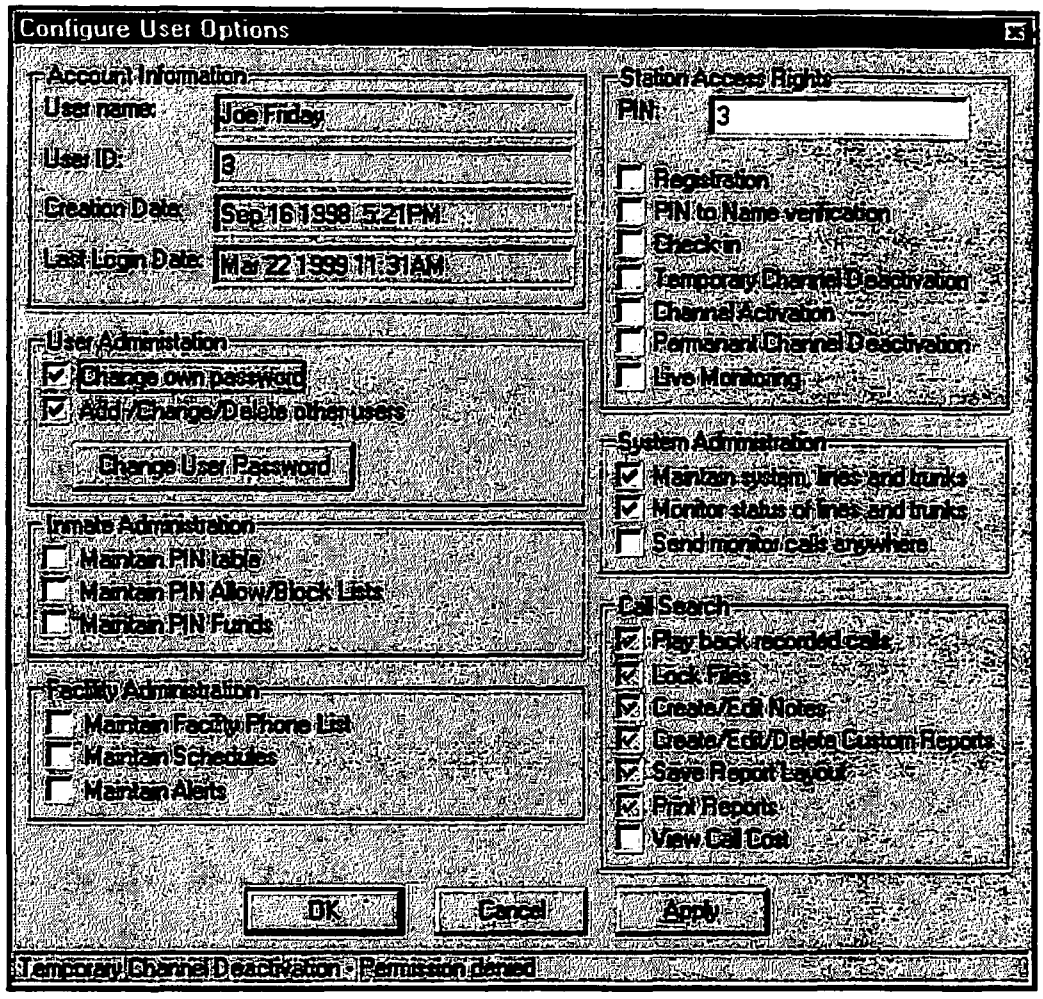


Figure VIII-25. Configure User Options Screen

5.13.20 Drives and Power Supplies

~~*The workstations shall have "hot swappable" drives and power supplies.*~~

~~Each MCI Worldcom LazerPhone workstation will have industrial grade hot swappable drives and power supplies.~~

5.14 System Capacities

The Proposal shall describe the capacities/limits for the proposed ICOP. At a minimum, the Proposer shall provide the capacity for each of the following items:

1. *Individual Inmate Accounts;*
2. *Call Records;*
3. *Simultaneous Administrative Users;*
4. *Workstations;*
5. *Silent Monitors;*
6. *Simultaneous Users of Silent Monitor Equipment;*
7. *Inmate Telephones; and*
8. *Telephone Calls.*

- LazerPhone has the capacity for one billion individual inmate accounts.
- LazerPhone has capacity for one billion call records.
- LazerPhone will allow for as many simultaneous users as deemed necessary by the facility.
- LazerPhone will allow for an unlimited number of individual workstations limited only by network connections.
- LazerPhone itself does not limit the number of silent monitors. However, the available number of telephone lines does limit the number of these silent monitors.
- LazerPhone does not limit the number of simultaneous users of the silent monitoring equipment. However, the number of available telephone lines does limit the number of users of the silent monitoring equipment.
- LazerPhone has a capacity for one inmate telephone per telephone line.
- LazerPhone has an unlimited capacity for the number of telephone calls the system can process.

5.15 Software Enhancements/Upgrades

5.15.1 Requests for Software Enhancements

The Proposal shall explain the process for handling requests from ODRC for System Software enhancements. Enhancements shall be at no charge to ODRC.

MCI WorldCom has read, understands and will comply with the following clarification. The process for requests from ODRC for system software enhancements will be handled and evaluated on an individual case basis. Software enhancement requests made in writing to MCI WorldCom by ODRC will be evaluated to determine if the enhancement/upgrades are within reason and beneficial to both parties for the purpose of system security or operational efficiency. MCI WorldCom and the ODRC will mutually agree upon the scope of work to be performed and negotiate any potential charges for hardware changes or major changes to the system software. An example of a hardware upgrade could include a change out of all existing telephone instruments to allow for fingerprint identification. An example of a major software change is an enhancement/upgrade that results in a change to the system architecture.

5.15.2 Release Number

Except for enhancements requested by ODRC, the Proposer shall provide, at no cost to ODRC, Software enhancements/upgrades to the proposed ICOP when the enhancement/upgrades are beneficial to either party for the purpose of System security or operational efficiency. The installed ICOP shall always have the latest general release of the System Software including operating Systems for the System administration or System reporting terminals/PCs. Beta and field tested Software shall not be provided unless specifically approved by ODRC. Prior to any Software upgrades or enhancements, the Proposer shall discuss the Software benefits with ODRC and proceed only after ODRC approval.

MCI WorldCom has read, understands, and will comply with the following clarification. The process for requests from ODRC for system software enhancements will be handled and evaluated on an individual case basis. Software enhancement requests made in writing to MCI WorldCom by ODRC will be evaluated to determine if the enhancement/upgrades are within reason and beneficial to both parties for the purpose of system security or operational efficiency. MCI WorldCom and the ODRC will mutually agree upon the scope of work to be performed and negotiate any potential charges for hardware changes or major changes to the system software. An example of a hardware upgrade could include a change out of all existing telephone instruments to allow for fingerprint identification. An example of a major software change is an enhancement/upgrade that results in a change to the system architecture.

The LazerPhone system checks daily for the latest version of software. If the LazerPhone system determines that an enhanced/upgraded version of software is required, the LazerPhone system will automatically upload the latest version of

software. These software enhancements/upgrades will be provided at no charge to ODRC. Beta and field-tested software will not be provided unless specifically approved by ODRC. Prior to any software upgrades or enhancements, MCI WorldCom will discuss the software benefits with ODRC and proceed only after ODRC approval.

5.16 General System Management Requirements

5.16.1 Inmate Calling System Administration

The Proposer shall propose an ICOP that can be administered on-site by Proposer or ODRC personnel.

The LazerPhone system can be administered onsite either by MCI WorldCom personnel or ODRC personnel. In addition, the LazerPhone system also allows for complete remote administration.

5.16.2 "Real Time" System Changes

The Proposer shall propose an ICOP that allows for changes to be administered in "real time" while the System is in use. The proposed System shall not require the System to be taken off-line to make additions, changes or retrieve reports.

All LazerPhone system configuration changes will be accomplished in real time *without* shutting down the system. Additionally, the system can make additions, changes, or retrieve reports without being taken off-line or without interruption to normal operating functions.

5.16.3 User Interface Screens

The Proposal shall describe what System administration functions are available with the proposed ICOP (i.e., new account entry, account/record modification, account deletion, etc.). The Proposal shall provide samples of its User Interface screens.

The following administrative functions will be available via the MCI WorldCom-provided LazerPhone system workstation.

Add an Account. ODRC system administrators will be able to create an account that is PIN only, or may include restricted call list and allowed call list.

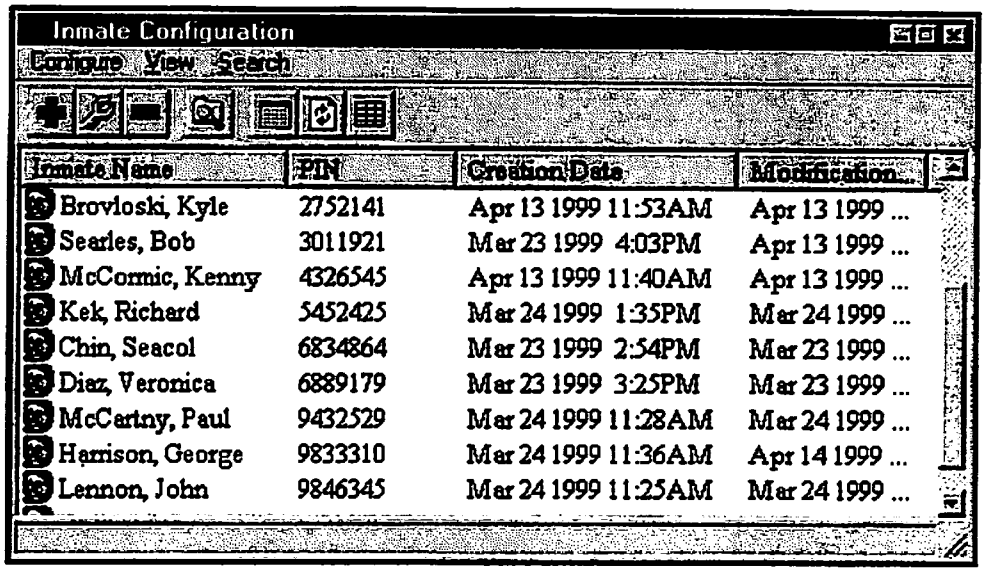


Figure VIII-26. User Interface Screen – Adding an Account

Account Modification. System administrators can modify inmate PIN and block list via the account modification screen.

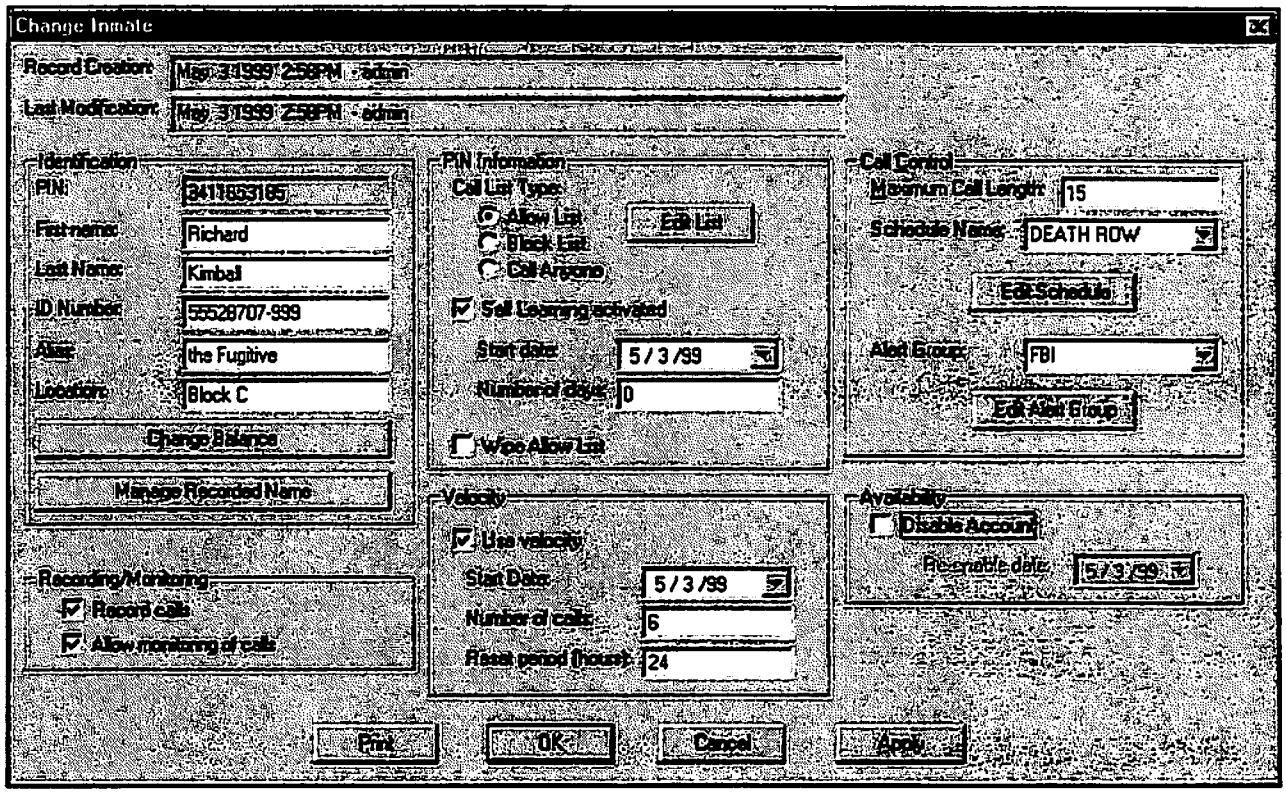


Figure VIII-27. User Interface Screen – Modifying an Account

Account Deactivation. Inmate accounts can be deactivated and, if the inmate re-enters the system, the account can be activated.

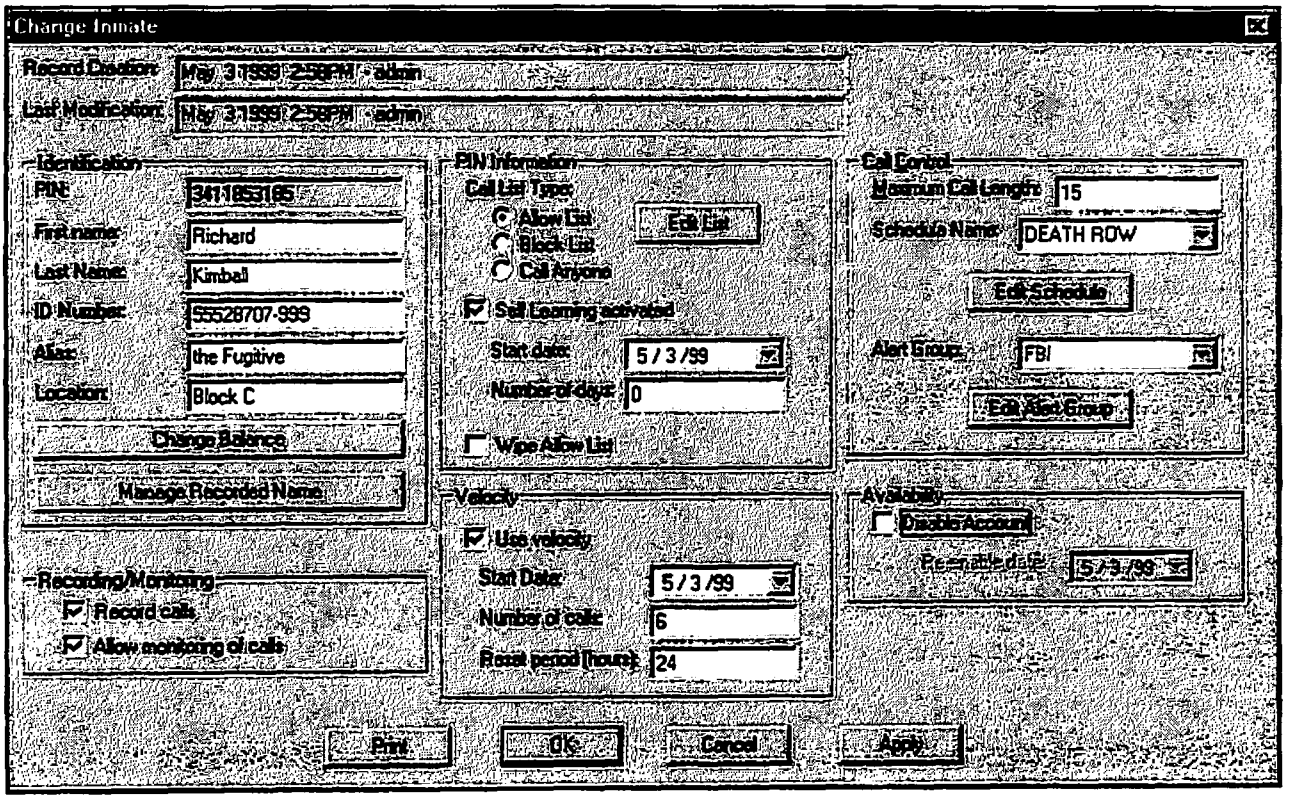


Figure VIII-28. User Interface Screen - Deactivating an Account

Block a Destination Number by PIN. Administrators can block an individual inmate from calling a specific destination number via the inmate's PIN.

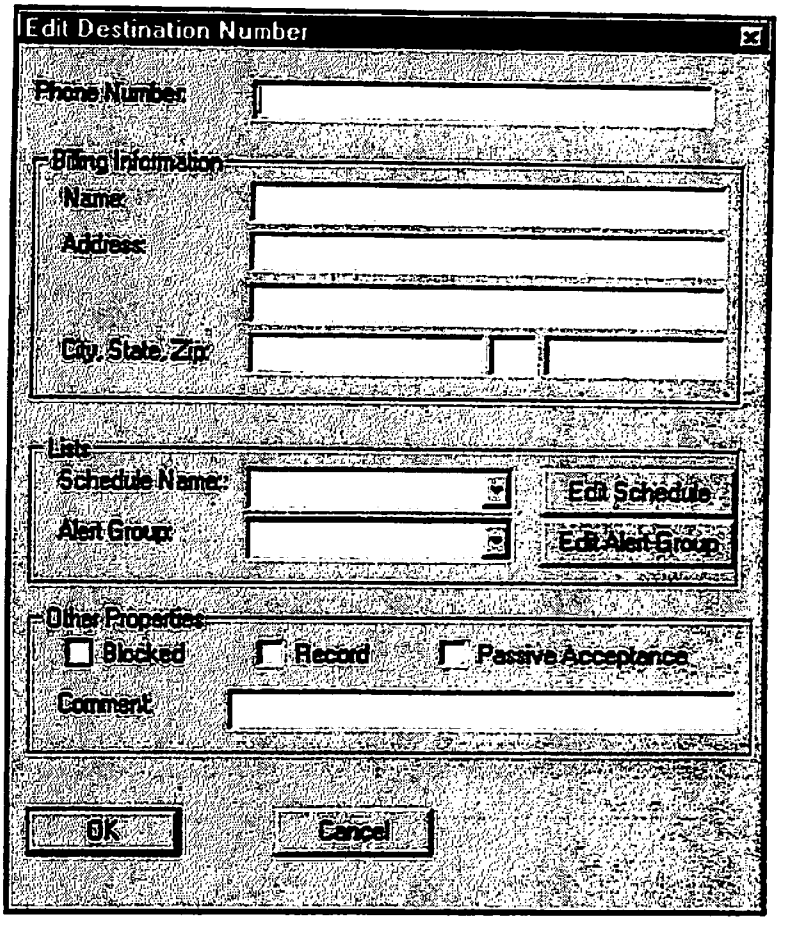


Figure VIII-29. User Interface Screen – Block Destination Number by Inmate PIN

Block a destination number for the Facility- by entering a destination number at the workstation, administrators can block a destination number facility wide, no inmate may call this number from the facility.

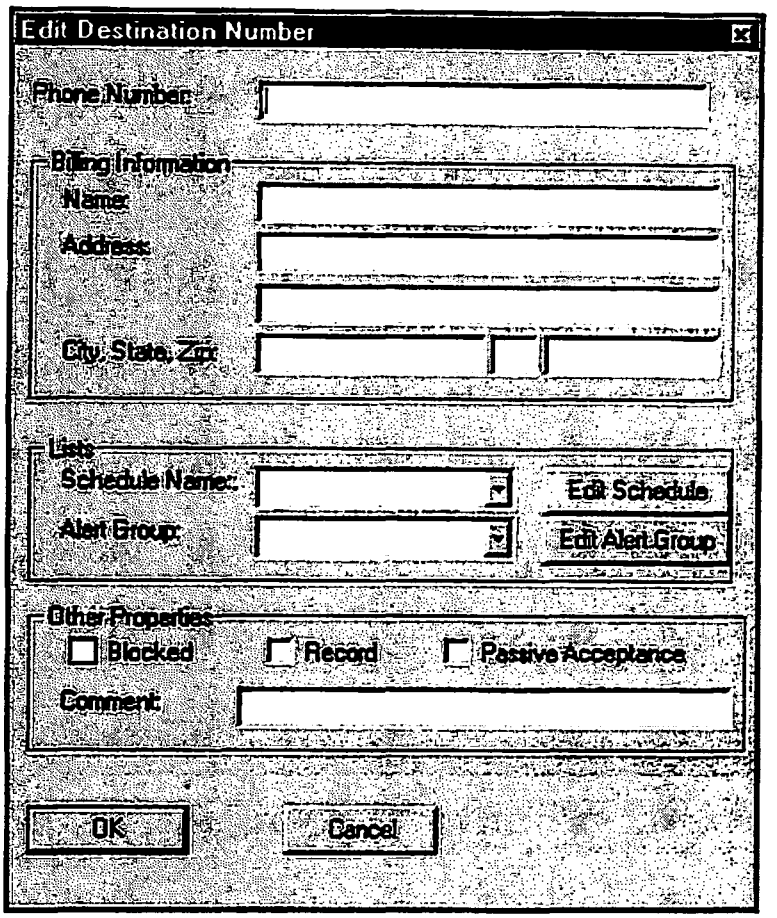


Figure VIII-30. User Interface Screen – Block Destination Number by Facility

Call Duration Settings – via the workstation, system administrators can program call duration by inmate PIN, by inmate telephone, by groups of telephones, and by cell block. Call duration settings by PIN are programmed via the call control functions shown in the following user interface screen:

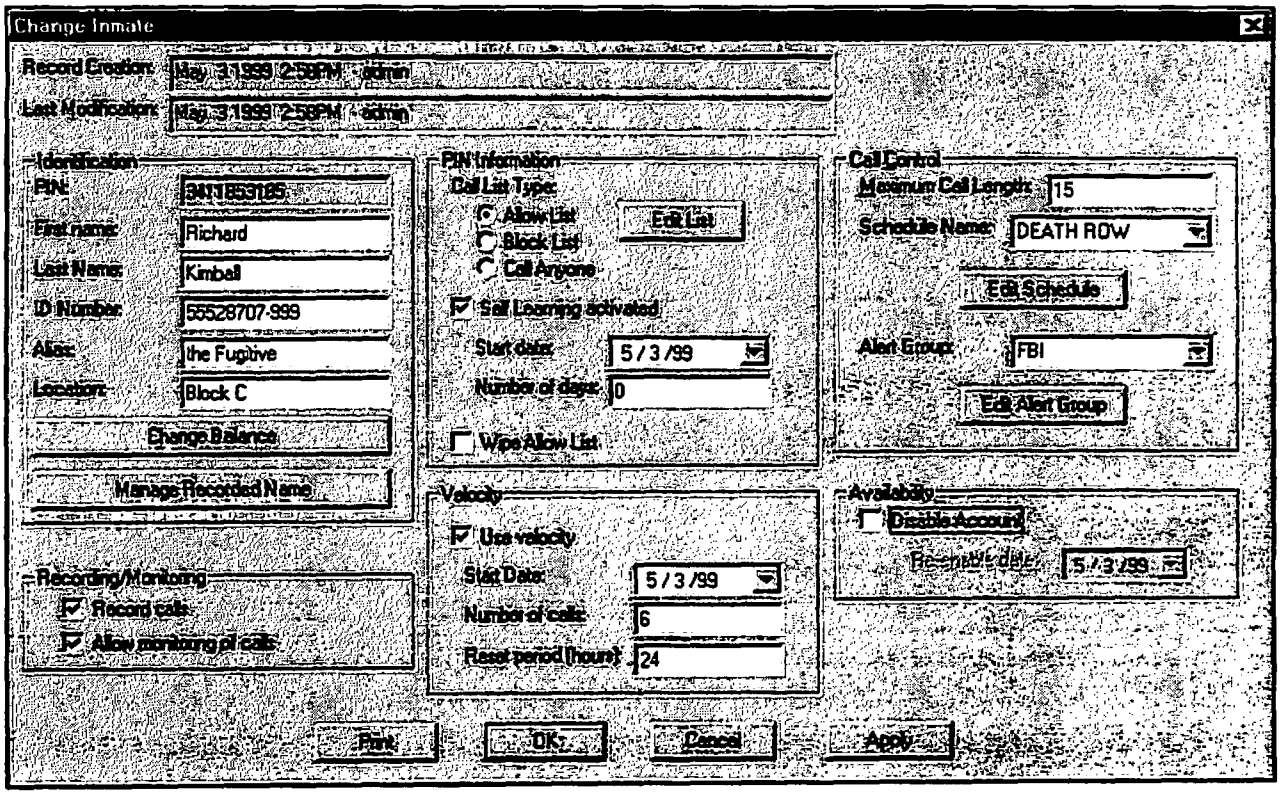


Figure VIII-31. User Interface Screen - Call Duration Settings by PIN

Call duration settings by inmate station are programmed via the time limits function shown in the following user interface screen:

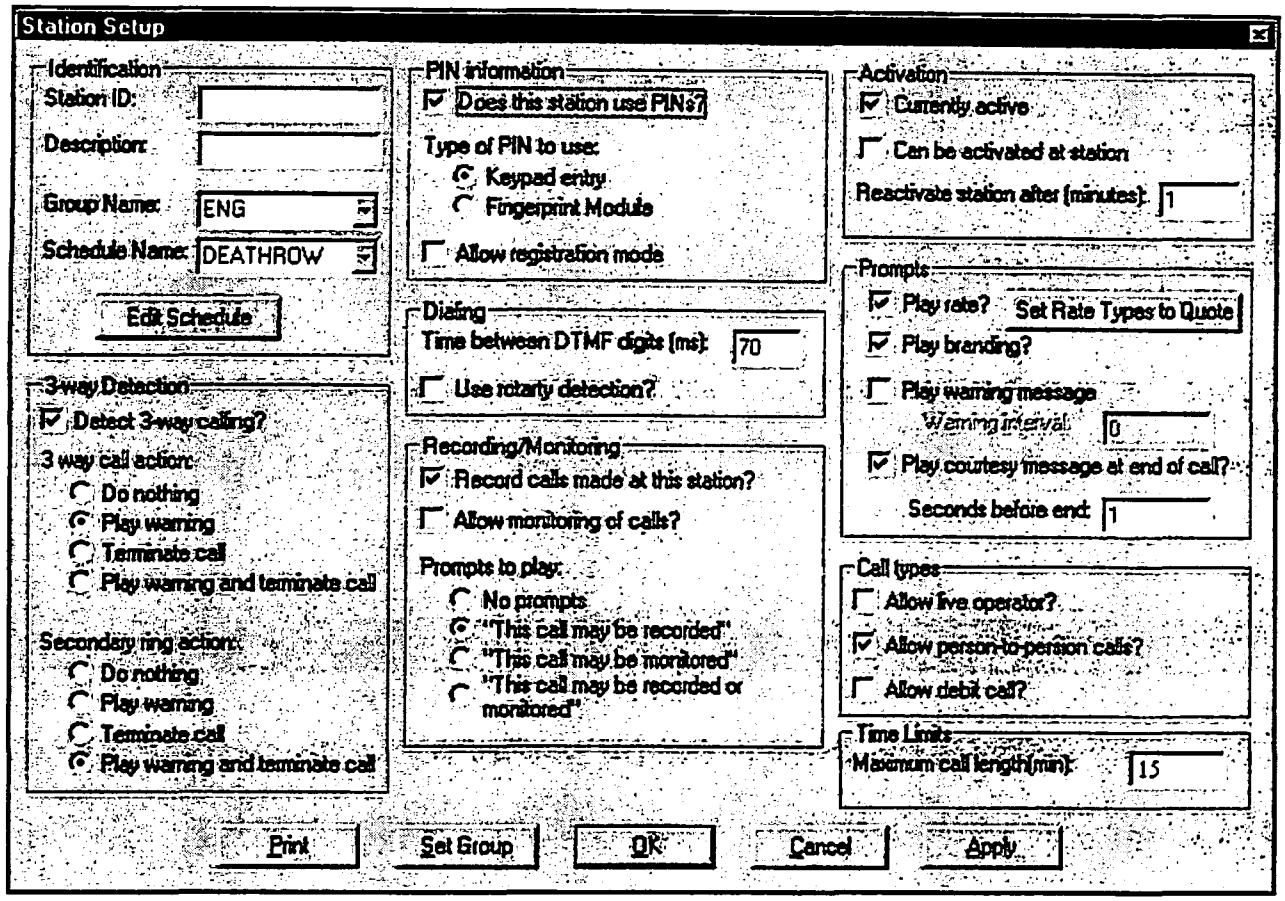


Figure VIII-32. User Interface Screen – Call Duration Settings by Inmate Station

Program Hot Number Alert – administrators can enter hot numbers at the system workstation. If one of these hot numbers is dialed by an inmate, the system will automatically call three preprogrammed numbers to alert facility officials that a call to this destination number is in progress. Programming hot number alerts is accomplished via the following user interface screen:

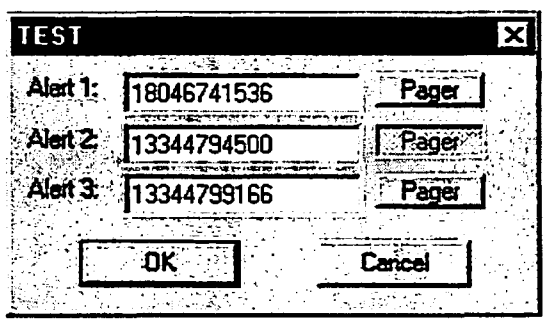


Figure VIII-33. User Interface Screen – Program Hot Number Alert

Report Generation - administrators can view, print, and, save standard reports or custom reports. All reports will be in real time and can be generated at any time. Report generation (both standard and custom) is accomplished via the following user interface screen.

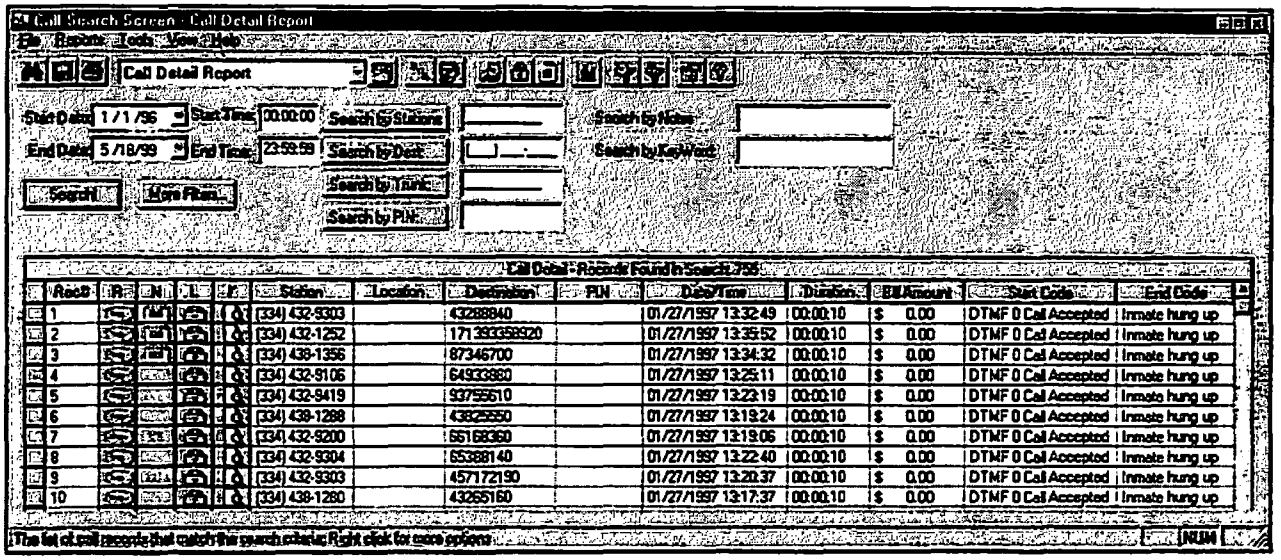


Figure VIII-34. User Interface Screen - Report Generation

Security Profile Configuration - via the workstation, ODRC personnel are able to add, modify, and delete system users security profiles as necessary, in real time. Security profile configuration is programmed via the following user interface screen:

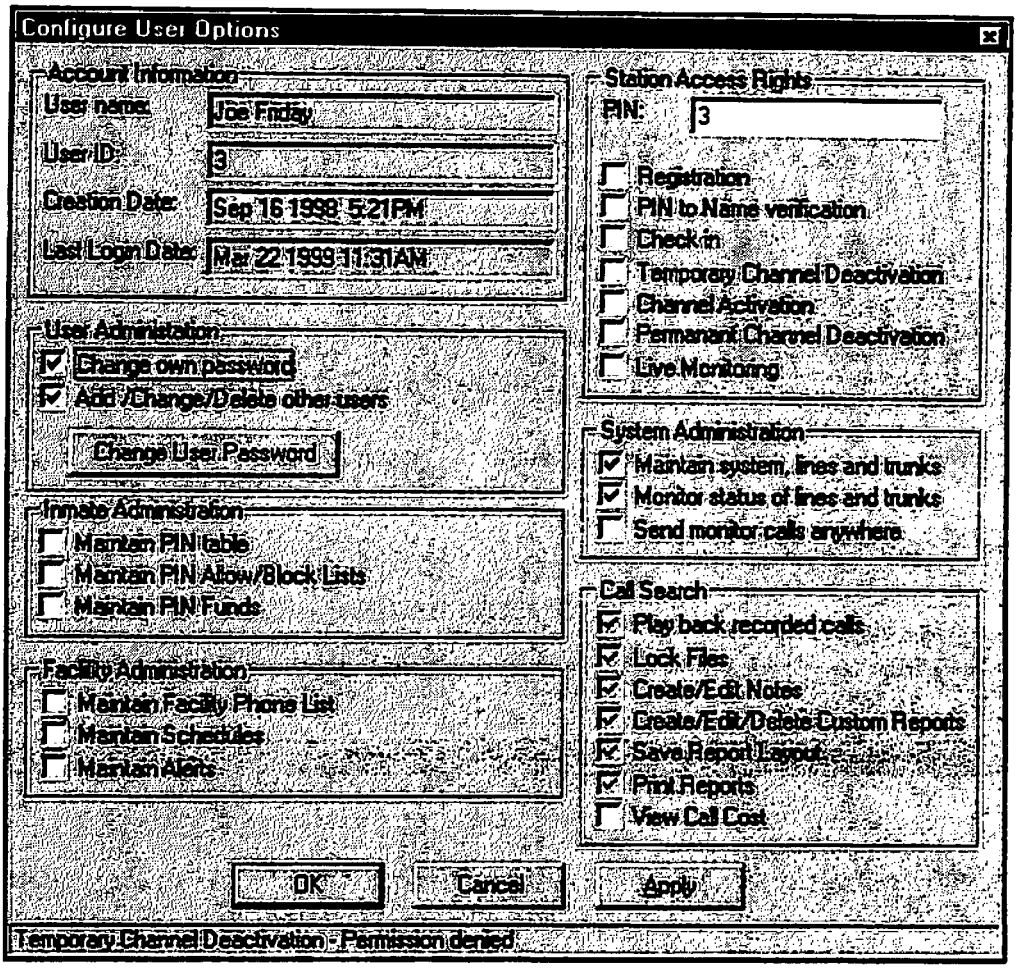


Figure VIII-35. User Interface Screen – Security Profile Configuration

Telephone On/Off Scheduling – LazerPhone's schedule feature allows system administrators to program the on/off periods for the inmate telephones via the system workstation. Telephone on/off scheduling is accomplished via the following user interface screen:

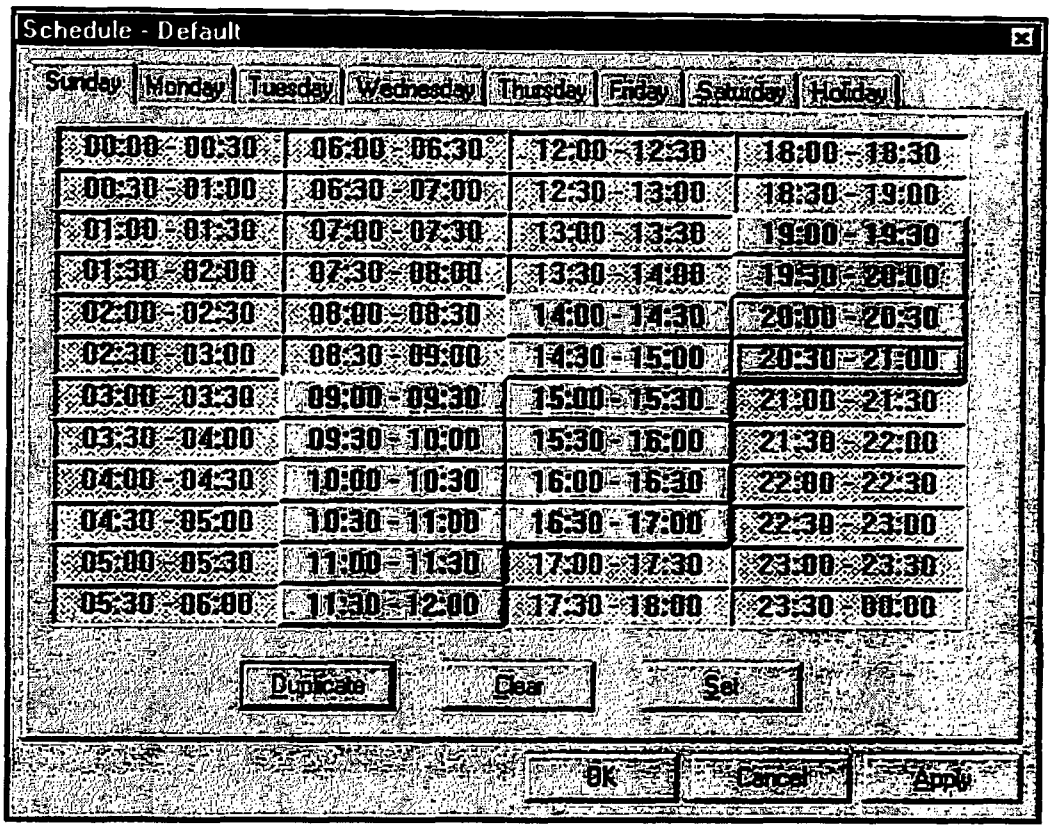


Figure VIII-36. User Interface Screen - Telephone On/Off Scheduling

5.16.4 Inmate Record Transfers

The Proposal shall describe the transfer of inmate records when an inmate is moved from one ODRC facility to another.

The LazerPhone system includes a portable PIN feature that makes the transfer of inmate records between ODRC facilities possible. Since the LazerPhone is a networked system that maintains a central database as well as the facility database, all calls are validated through the central database before being placed. The central database is maintained for each facility and the entire ODRC system. The system maintains a complete facility database at both the central location and the facility. When an inmate is moved to a different facility, the validation through the central system recognizes the new location of the PIN. If the portable PIN function is not turned on, the call will be denied. If the Portable PIN function is turned on, the call is allowed. A move list can be provided daily of all PIN's that are coming from a different location.

5.16.5 System Security

The Proposal shall describe the System security for all data stored locally or in a central database. Such security description shall include System security as well as how access to such sensitive information shall be performed within the Proposer's organization.

MCI WorldCom will ensure that control is maintained for all ICOP data, whether it is stored on the system, on backup media, or archived, whether on-site or off-site. All ICOP data, no matter how it is stored, is considered to be "sensitive" and MCI WorldCom will not make this data available nor disseminate this data to anyone without prior approval of ODRC. MCI WorldCom will implement measures to provide network security and to protect access to the database, as described below.

Network Security. MCI WorldCom is proposing a "closed" frame relay network. There will be no need within this closed network to encrypt data transfers. Encrypting data within the ICOP network would create an administrative burden, slow down system performance, and provide little additional security since each endpoint will be capable of transparent decryption at the administrative workstation. Being a closed network, only ODRC facilities will be connected to the wide area network, limiting access to the network from within ODRC facilities. Only authorized users at each facility have access to the information. The users are restricted to certain fields to ensure that users only have access to the information necessary for their job function.

If and when the ICOP network is connected to an ODRC network, or any other network, there are other security measures, short of encryption, that will protect the system's data. These security measures include firewalls, router based encryption, and code encrypted file request. Router level encryption, for example, could be used without affecting either network's overall performance.

LazerPhone will store all information in Microsoft SQL™ Databases. SQL is tightly integrated with the Windows NT operating system security, which is rated Government Level C2. The LazerPhone central system uses the same Databases and limits physical access to billing and storage computers. These computers are confined to the LazerPhone information technology secured area.

The LazerPhone system is controlled by a multi-option security profile for each system user. This allows multiple users to access only those functions corresponding to their security levels. A user log system is also provided to track system entries or unauthorized access. ODRC personnel will have the capability of assigning and controlling access to all options.

5.17 Data Back-Up

5.17.1 Data Back-Up

The Proposal shall describe the process for ensuring data integrity both in the local and central databases.

Every transaction in the LazerPhone Management Control Center is assigned a sequential transaction number based on site, date, time and sequence of event. Every transaction is stored locally, at both the Global Tel*Link and MCI WorldCom central location. The system will immediately identify any missing transaction, by a gap in the transaction sequence numbers.

5.17.2 Database Back-Ups and Archiving

The Proposer shall perform all System and database back-ups and archiving. The Proposer shall provide all archival Hardware, supplies, network and recovery procedures to ensure that no data will be lost.

All system and database back-ups and archiving will be provided for ODRC. All archival hardware, supplies, network and recovery procedures will also be provided for ODRC. To ensure data integrity, Global Tel*Link performs incremental tape backups of all data on a daily basis. Full backups are performed on a weekly basis. Following backup completion, each tape is stored in a metal locked box which is embossed with a unique serial number. Each of these boxes is then stored off-site in a secured, fireproof room.

5.17.3 Data Recovery

The Proposer shall be capable of recovering all System data for all locations, to the point of full System operation, using a System backup.

Since a duplicate record is maintained for all calls, for all facilities in a central location (in real time), a backup is always available. The LazerPhone central system is fully protected with the appropriate power supply backups, cooling and fire protection and is backed up on a weekly basis to maintain record security.

5.17.4 Back-Up Schedules

The Proposal shall describe the back-up schedule for

1. The local databases for each ODRC facility

All local database call records are forwarded, call by call, to the central system billed, and maintained in a central database for up to a year. The operating parameters of a facility's LazerPhone System are also maintained in the central database. In the case of a catastrophic loss of an individual facility's system, a new system could be up and running as soon as new hardware could be installed.

2. The central database for the entire system

The central system is backed up daily. However, since each facility LazerPhone System also maintains a complete CDR database, call record security for the central system is maintained by having these records available for reclaiming in the case of a major catastrophe in the central system. Each facility system would continue to operate and place calls based on internal tables until the central system could be recovered at which time all Call Detail Record and other databases could be retrieved by the central system.

5.17.5 Off Site Data Storage

The Proposer shall provide for all database information to be stored off site from the Proposer's location (see Section 5.3). The Proposal shall describe how this "copy" will be kept current with the other System backups.

Each and every transaction in this system is assigned a sequential transaction number based on site, date, time and sequence of event. Every transaction is stored locally, at the LazerPhone central location and optionally, the ODRC central location. The system will immediately identify any missing transaction, by a gap in the transaction sequence numbers.

5.17.6 Ownership

The Proposal shall acknowledge that ODRC owns all archived information, call detail, inmate records, etc.

MCI Worldcom acknowledges that ODRC will own all archived information, all call detail, inmate records, etc. or any other information as is created or generated as a result of inmate call processing from the ICOP system.

5.18 System Reports

5.18.1 System Reports

The proposed ICOP shall provide reporting and querying methods and capabilities which provide maximum flexibility, a user friendly interface, speed, efficiency and accuracy. The Proposal shall describe the reporting capabilities of the proposed ICOP.

Queries to the LazerPhone system via the call search screen create powerful, informative reports using the ODRC's call detail information. Searches through tens of thousands of LazerPhone call records will be completed in a matter of seconds. All queries to the system are extremely flexible and can request both general and specific call detail information using the variety of parameters available at this screen. Reports show call detail information as well as statistical information stored within the facility's LazerPhone system.

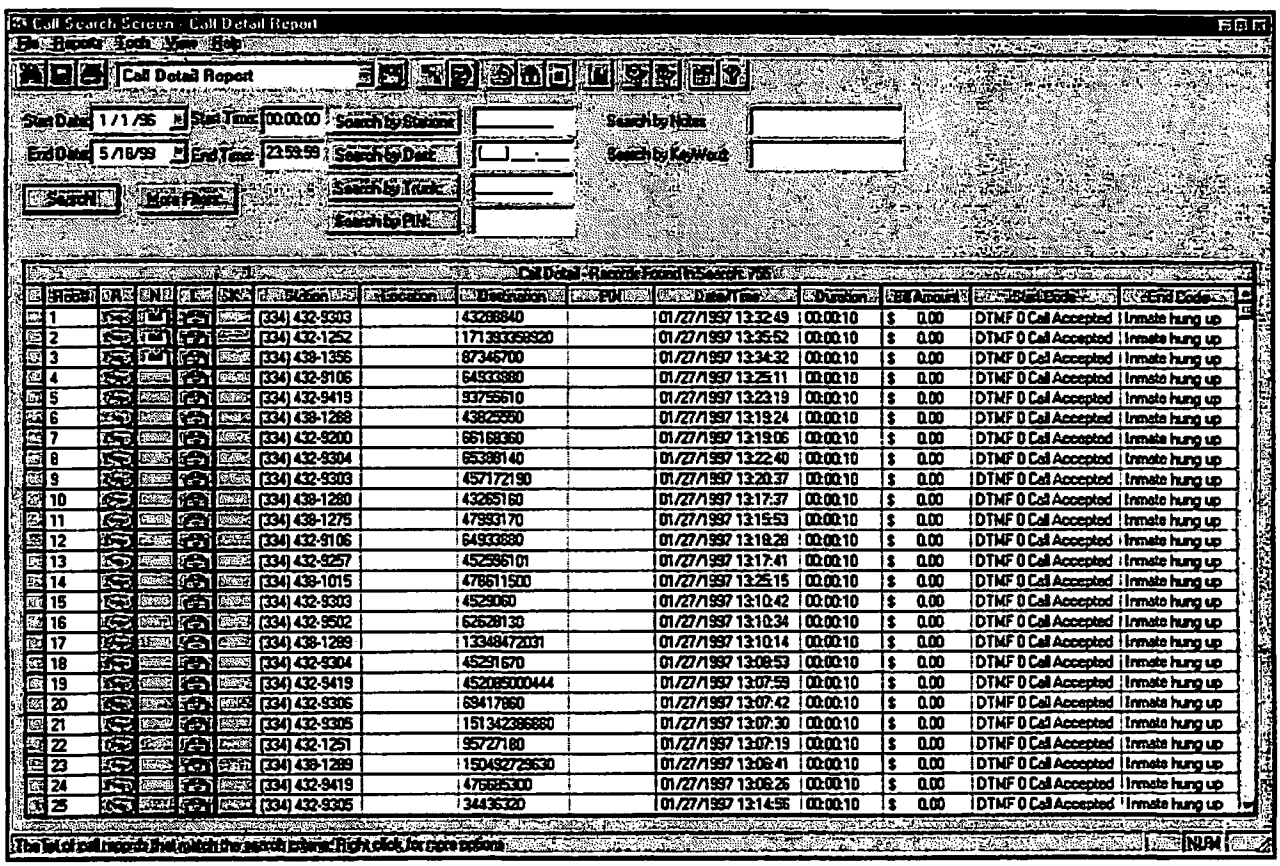


Figure VIII-37. LazerPhone Call Search Screen

The fields illustrated on the call search screen's call detail report query are defined as follows:

FIELD	DEFINITION
REC#	The unique number identifying each record
R	A recorded conversation is attached to this record
N	A RICH Notes record is attached to this record
L	This record is locked and will not be deleted until unlocked
K	This record contains Key Word(s) as previously defined by a system user
STATION	Telephone number of the inmate telephone where the call originated
LOCATION	Indicates the location of the inmate telephone station within the facility (such as pod #)
DESTINATION	Telephone number of the called party
PIN	The inmate PIN entered at the start of the call
TRUNK	Identification number of the trunk carrying the call
DATE/TIME	The date and time the call began
DURATION	The total length of the inmate call
BILL AMOUNT	The total amount billed to the called party
START CODE	Defines the action that occurred to initiate call
END CODE	Defines the action that terminated the call

Each query performed via the call search screen can be sorted by any of the above-listed fields. To sort the search screen by a specific field, the system administrator simply clicks the column header of the chosen field. If the column header is red, the report is sorted in ascending order. If the column header is blue, the report is sorted in descending order.

The LazerPhone system provides a variety of reporting options in a user-friendly Windows® environment. Facility administrators will be able to run all LazerPhone reports on-site. Standard reports available using this screen are:

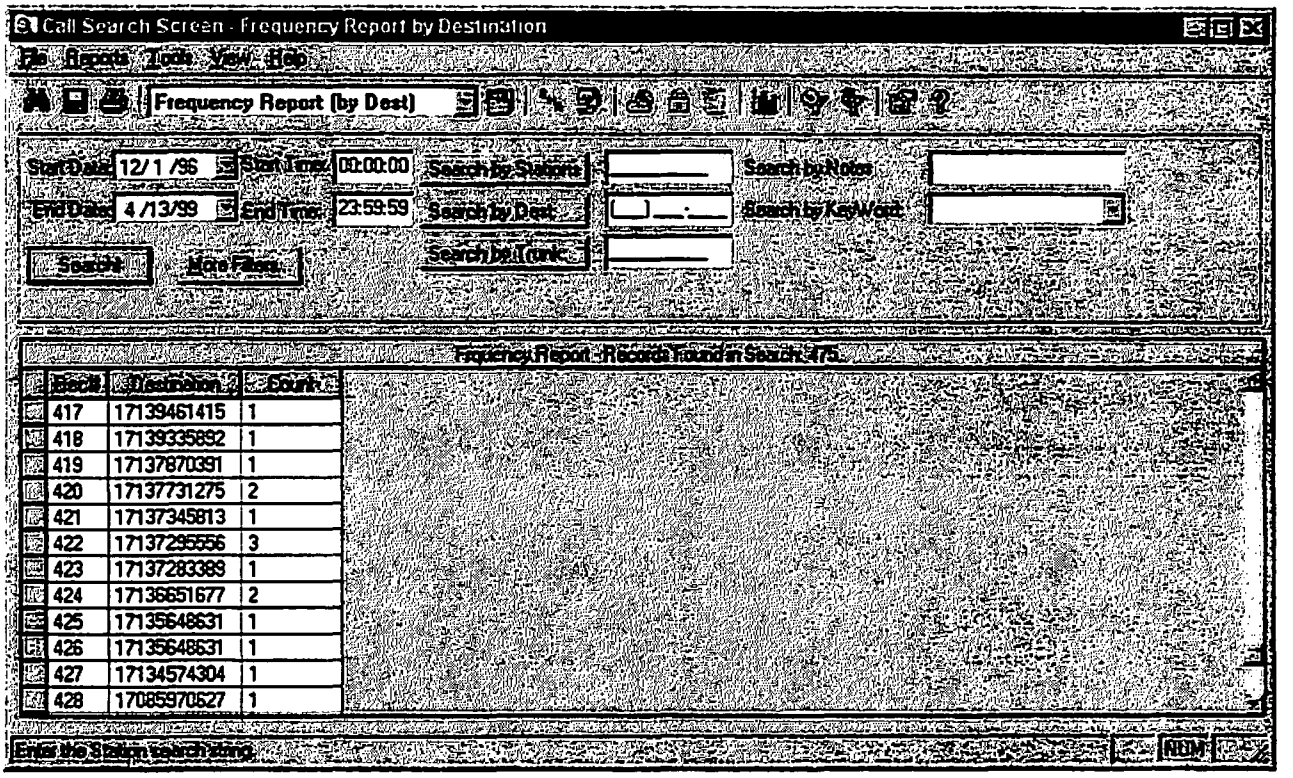
- Call Detail Report
- Trunk Activity Report
- Frequency Report (by Origination Number)
- Frequency Report (by Destination Number)
- Frequency Report (by Trunk ID)

- Frequency Report (by PIN, if applicable)
- Call Traffic Analysis
- Last 100 Calls Report
- Audit Log Report
- Ad Hoc Reports.

5.18.2 Report Generation

The proposed ICOP shall allow for the generation of reports by an ODRC facility, including Central Office, a combination of ODRC facilities or all ODRC facilities.

As all ODRC sites/installations will be networked together, each LazerPhone system will be capable of generating reports for a single ODRC facility, including Central Office, a combination of ODRC facilities, or all ODRC facilities. All reports can be easily generated from the call search screen. Sample frequency report audit log report screens are shown below:



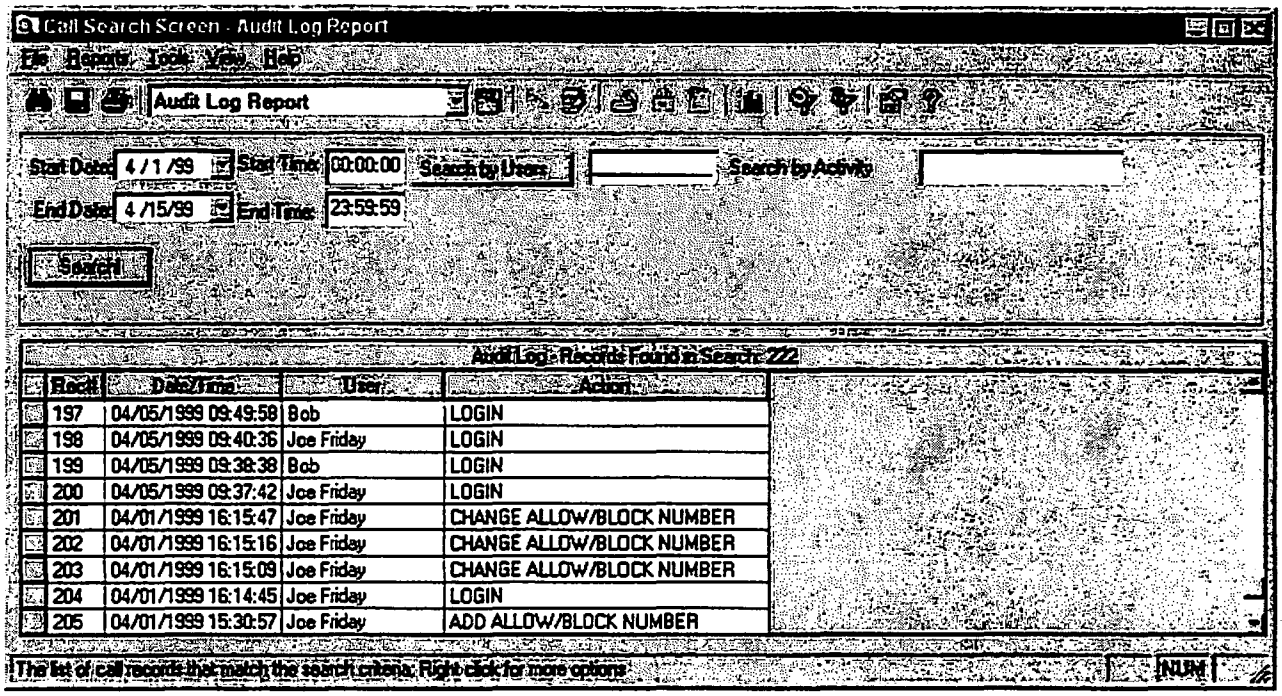


Figure VIII-38. Sample Frequency Report Audit Log Report Screens

ODRC personnel will be able to generate LazerPhone reports at routine intervals such as daily, weekly, monthly, quarterly, yearly, etc. Via the LazerPhone report call search screen, ODRC personnel at each facility will have the capability of viewing, printing, or saving reports. In addition to the standard printed report format, the following reports may be viewed in chart form:

- Frequency Report (by Origination Number)
- Frequency Report (by Destination Number)
- Frequency Report (by Trunk ID)
- Frequency Report (by PIN)
- Call Traffic Analysis.

If printed as a chart, the report may appear in the following formats: line, bar, horizontal bar, area, or point. The call search screen - call traffic analysis shown below can also be illustrated in chart form as shown in the chart window screen inset. The chart can also be viewed as a line chart, horizontal bar, area chart or point chart.

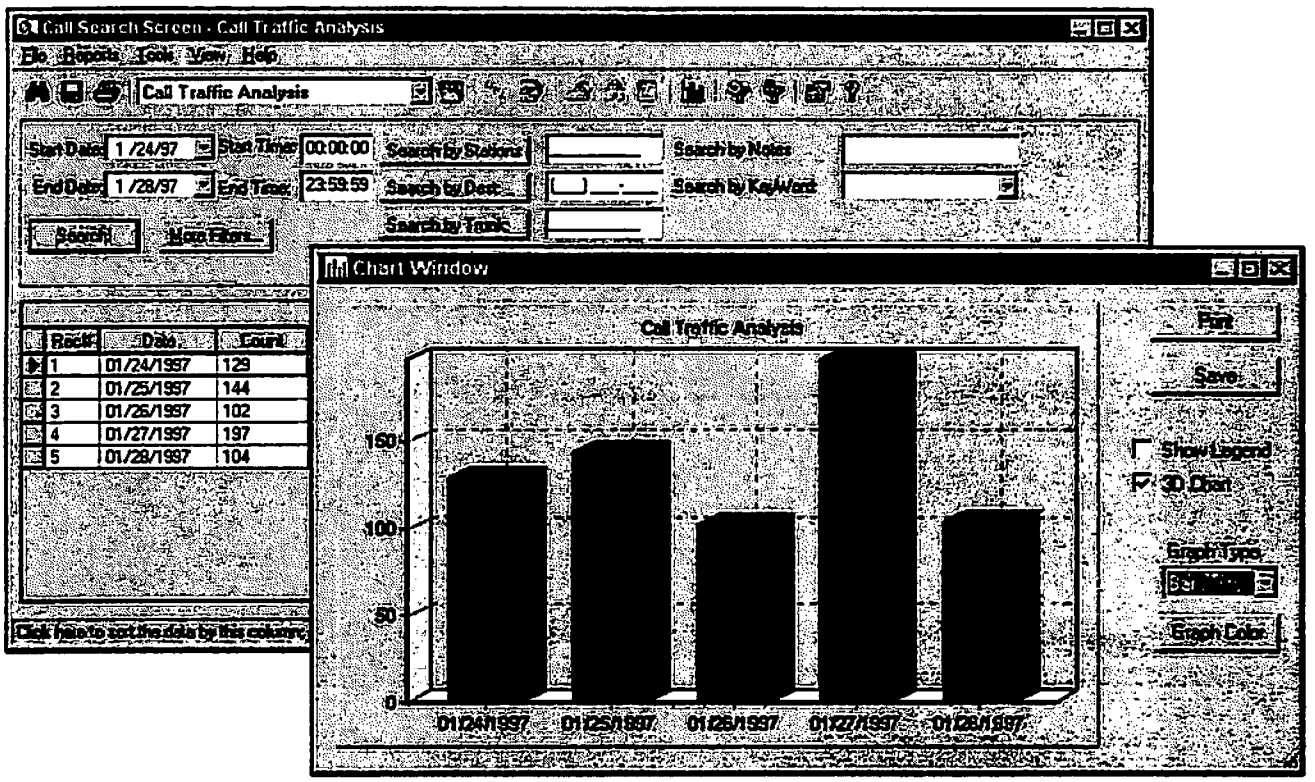


Figure VIII-39. Call Search/Call Traffic Analysis Screen

5.18.3 User Level Restrictions

The proposed ICOP shall allow for the generation of reports by ODRC personnel based on their user level restriction.

LazerPhone will allow ODRC personnel to generate reports based on their user security profile. Individual security profiles will control whether or not ODRC personnel have the right to print reports, create reports, or save reports as shown in the call search section configure user options screen below:

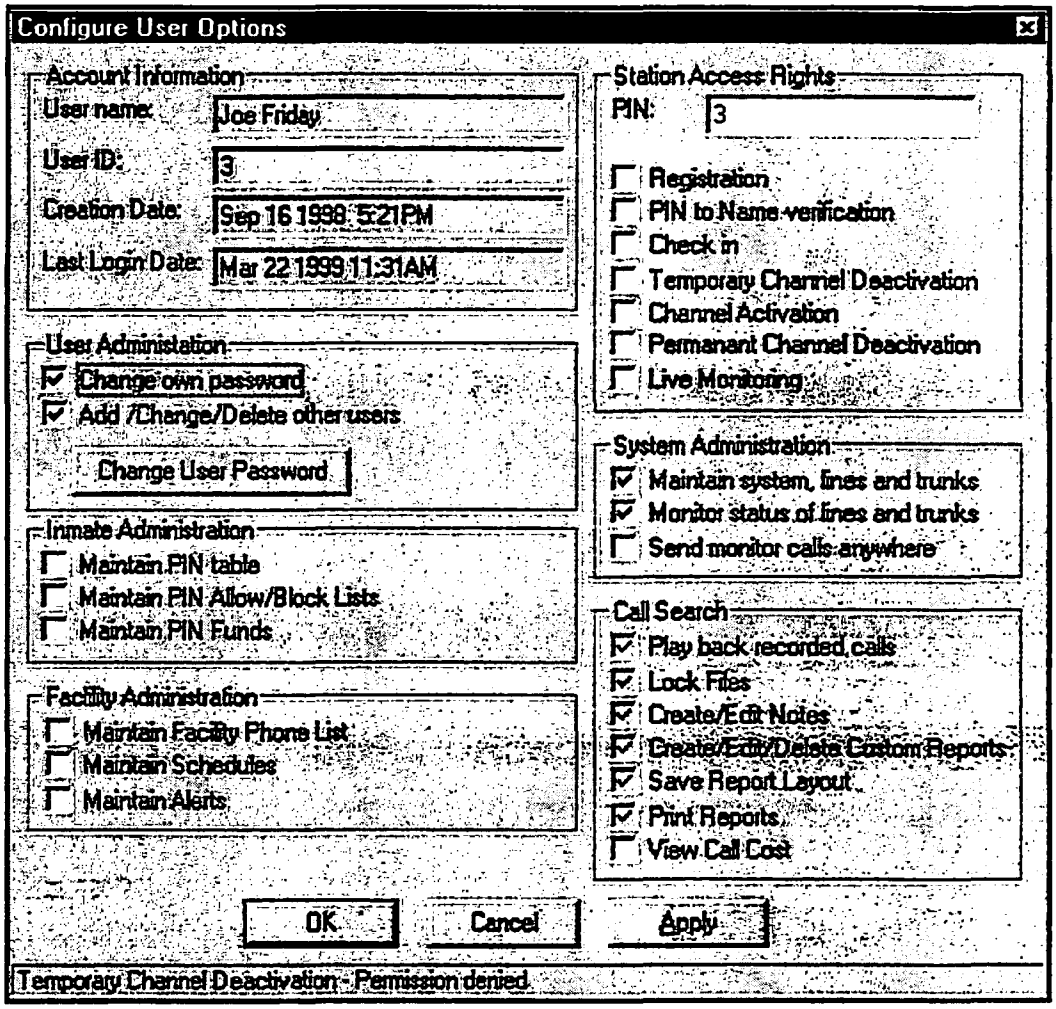


Figure VIII-40. Call Search/Configure User Options Screen

5.18.4 Graphical User Interface

The proposed ICOP shall allow for the generation of reports by a user-friendly interface. The Proposal shall describe how the user interface will be used for generating reports.

LazerPhone will provide for report generation via a user-friendly graphical user interface (GUI) in a familiar Windows® environment. All reports - standard and custom - will be generated using the call search screen shown below.

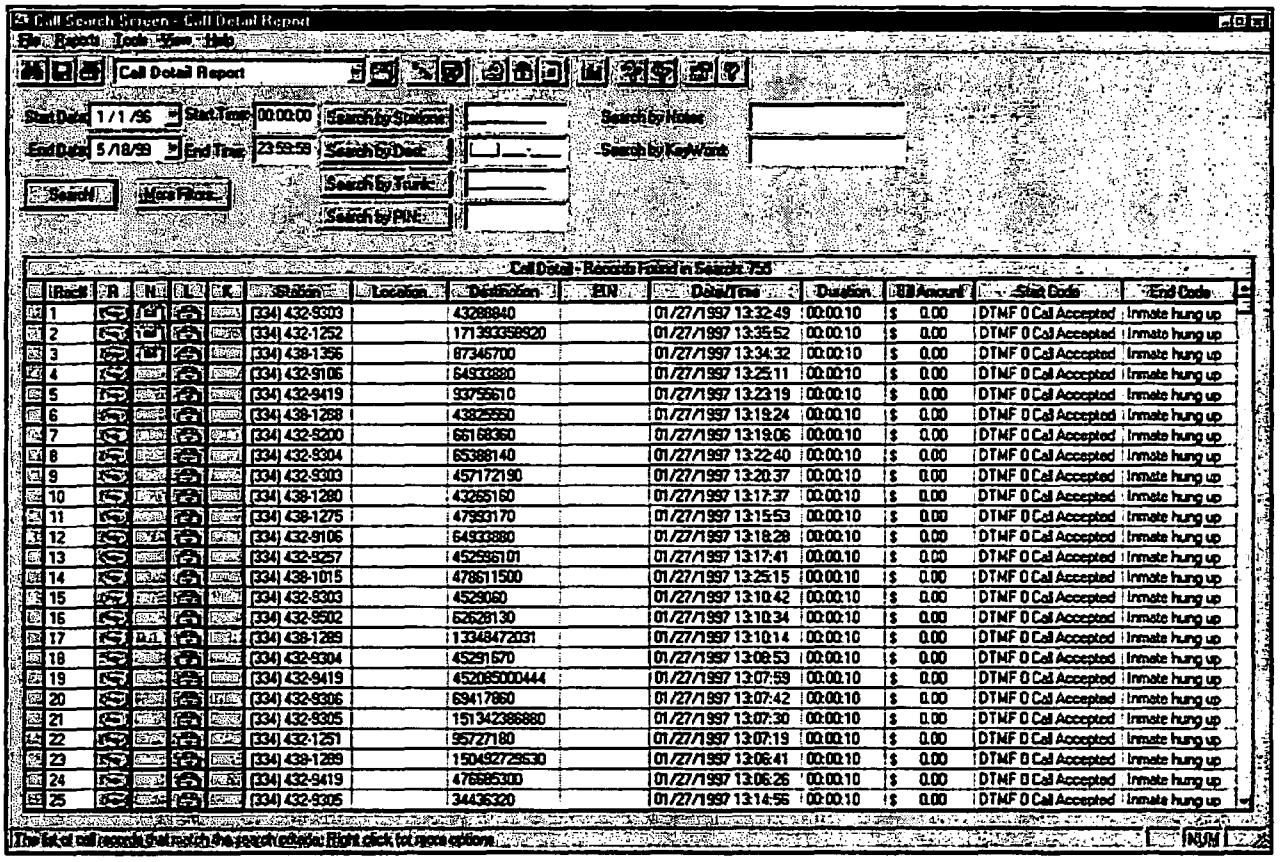


Figure VIII-41. Call Search Screen for Report Generation

The user simply selects the type of report desired from the drop-down menu illustrated above. Then, the user specified the date(s), time(s) and other parameters to be used in the report's generation.

5.18.5 Laser Printers

The Proposer shall provide at least one HP LaserJet 4050N, or equivalent, 17ppm laser printer for each institution listed in Attachment A of this RFP. The Proposer shall provide toner cartridges and required maintenance for the Contract term. The Proposer shall provide print servers for each printer.

MCI Worldcom will provide 1 HP LaserJet 405N or equivalent, 17ppm laser printer foe each ODRC facility along with maintenance and printer cartridges for each. MCI Worldcom will keep spare toner cartridges on hand for each printer. MCI WorldCom will provide print servers for each printer.

5.18.6 Standard and Customizable Reports

The proposed ICOP shall allow for the generation of standard System reports as well as reports customized for the specific needs of ODRC.

While the LazerPhone call search screen allows for the generation of standard reports, ODRC personnel will also be able to create custom reports using the system's custom report wizard. By selecting the custom report wizard option, system users can create specialized reports using the necessary parameters. As illustrated below, system users have a variety of options when creating a specialized report. For example, users can select tables of information as well as specific fields and filters, specify specific filters to be used in the report, and choose the sorting method, such as ascending or descending, of the report.

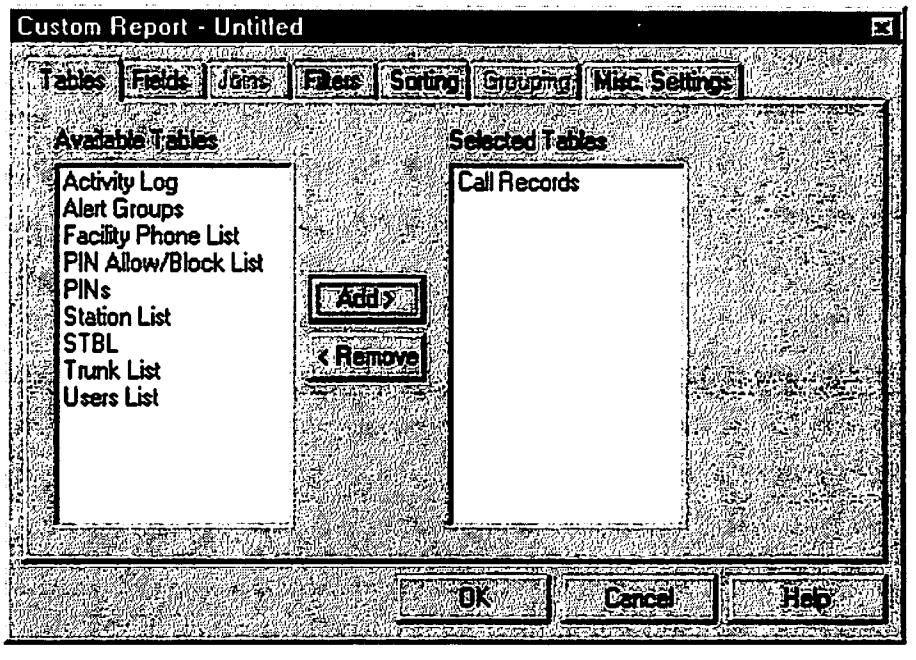


Figure VIII-42. Create Custom Reports Screen

All custom reports can be saved and added to the report drop down menu available on the LazerPhone call search screen toolbar. Once saved, these reports can be run at any time. The custom reports can also be edited or removed—deleted—as necessary.

5.18.7 Sample Reports

The Proposal shall include samples of its standard System reports.

Sample LazerPhone system standard reports are included throughout this proposal.

5.18.8 Automatic Report Generation by Selected Criteria

The proposed ICOP shall allow for selected reports to be generated automatically based on ODRC criteria (i.e., time of day, volume of calls, particular inmate, etc.). The Proposal shall describe all options available to ODRC for this automatic report generation.

At the ODRC's option, LazerPhone can be configured to automatically print the audit log report, trunk ID report, and various statistical call data reports at specified time intervals.

5.18.9 Automatic Report Generation by Location

The proposed ICOP shall allow for automatic generation of reports on an ODRC facility or System wide basis.

The LazerPhone system will allow certain ODRC facility or ODRC system wide reports be scheduled for generation on a daily basis.

5.18.10 Processing Speeds

The proposed ICOP shall provide adequate processing power and memory to allow for rapid search and report generation capabilities.

Each ODRC LazerPhone site/installation will provide more than adequate processing power and memory to allow for extremely rapid search and report generation capabilities.

5.18.11 ASCII Format

The proposed ICOP shall allow for all report data to be stored in an ASCII file format on removable electronic storage media (i.e., CD-ROM, high capacity diskette, etc.).

The proposed ICOP will allow for all report data to be stored in an ASCII file format on CD-ROM, which is a removable electronic storage media.

5.18.12 Other Formats

The proposed ICOP shall allow for report data to be stored in various electronic formats (i.e., standard DBF format, FileMaker_format, Microsoft Excel_format, etc.). The Proposal shall list the available electronic formats.

LazerPhone's report data can be exported to and then stored in data files in various electronic formats. The electronic file formats for exporting and storage of this data are: Microsoft Rich Text Format (RTF), ASCII text, Excel spreadsheet format (xls), and FoxPro relational database format.

5.18.13 Hard Copy and On Line Formats

The proposed ICOP shall allow for all reports to be viewed in hard copy format or viewed on-line by a user with the proper access level.

LazerPhone allows users with appropriate security access level to view reports in hard copy format or on-line at the workstation. In addition, these reports may be saved and viewed or printed at a later date.

5.18.14 Types of Reports

The proposed ICOP shall provide for the following reports, at a minimum, to be generated for ODRC:

1. *Chronological List of Calls*
2. *Daily Call Volume Summary*
3. *Daily Call Volume Detail*
4. *Inmate Account Summary*
5. *Inmate Account Detail*
6. *Frequently Dialed Numbers*
7. *Specific Telephone Number Dialed Usage*
8. *Suspended Inmate Account*
9. *Alert Notification*
10. *Telephone Numbers Called by More Than One Inmate*
11. *Telephone Numbers Assigned to More Than One Inmate Account*
12. *Quantity of Calls per Inmate Account*
13. *Quantity of Minutes per Inmate Account*
14. *Blocked Telephone Number List*
15. *Local Exchange Volume (by Exchange); and*
16. *Area Code Volume (by Area Code)*

All LazerPhone reports—standard and custom—can be sorted in chronological order, either ascending or descending.

- LazerPhone will generate reports for any specified day and include call volume summary.
- Reports can be generated for a single day and include all call volume detail for that day.

- ODRC personnel will be capable of generating an inmate account summary via LazerPhone.
- LazerPhone will allow ODRC personnel to generate an inmate account detail report.
- The LazerPhone report generator will allow for the generation of a variety of frequency reports include frequency by destination number, inmate PIN, and origination number.
- The frequency report by destination number will provide ODRC personnel with telephone number dialed usage as requested.
- The LazerPhone customer report wizard will create and generate a report listing suspended inmate accounts.
- Using the custom report wizard, ODRC will be able to generate an alert notification report.
- The LazerPhone call search screen will allow ODRC personnel to search for numbers called by more than one inmate.
- Via the custom report wizard, ODRC personnel will be able to generate a report including destination numbers assigned to more than one inmate account.
- The LazerPhone frequency report by PIN will illustrate the quantity of calls per inmate account.
- The call detail report can be specified for a single inmate account and will include the quantity of minutes that inmate account.
- LazerPhone will allow ODRC personnel to generate a report containing blocked telephone numbers.
- LazerPhone will allow report generation by local exchange including all call volume for the specified local exchange.
- LazerPhone will allow report generation by area code including all call volume for the specified area code.

5.18.15 Custom Queries

The Proposal shall describe if custom queries can be used by ODRC on the new central database.

Using the various filters available via the call search screen, ODRC personnel will be able to use custom queries. Should ODRC personnel need to use more specified queries, the call search screen custom report wizard will allow for the generation of such queries.

5.18.16 Import Capabilities

The proposed ICOP shall have import capabilities and be interfaced to the administrative PBX so that respective CDR can be merged on a regular basis for the purpose of operational intelligence. Such interface might be accomplished with spare SMDR ports or "Y" cables. Application Software shall be provided for generating reports.

Each ORDC site/installation will include a serial data interface to extract the PBX CDRs for comparison in investigative purposes at each location. In addition, necessary programming will be provided so that the requested reports can be generated for comparison purposes.

5.19 Inmate Account Information

5.19.1 Inmate Account Information

The Proposal shall describe the options for ODRC concerning inmate account information. This description shall include such items as PIN, length of inmate name fields (first, middle, last), identifier of ODRC facility, comments field, language preference field, account activation date, date of arrival, current status, etc.

LazerPhone will allow ODRC personnel—with the appropriate security profile—to create and/or modify inmate accounts using the following screen:

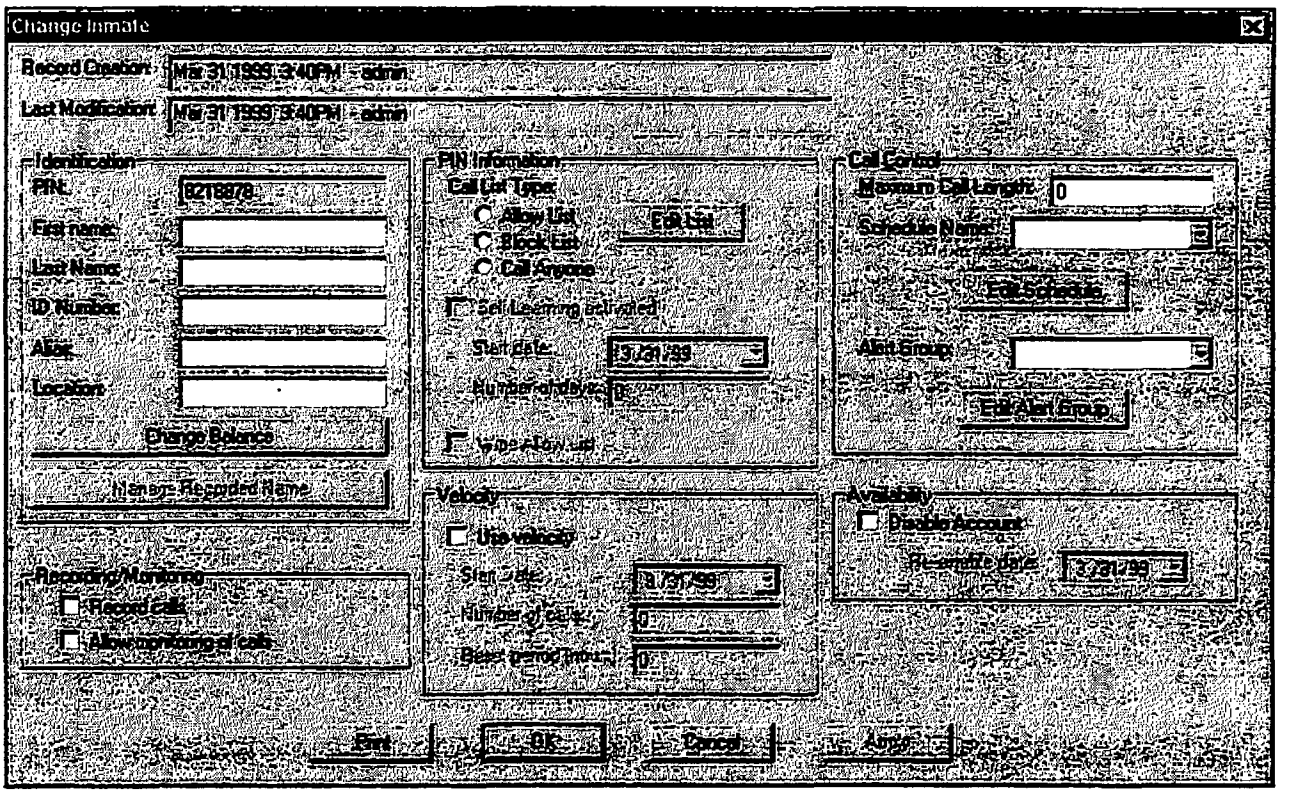


Figure VIII-43. Inmate Account Changes Screen

The following list includes LazerPhone system options regarding inmate account information:

PIN	Minimum 6 digits, maximum 12
First Name	Up to 25 Characters
Middle Name	Up to 25 Characters
Last Name	Up to 25 Characters
DOC Facility	Seven digit identifier
Unit within Facility	10-digit Identifier
Comments	Up to 40 Characters
Language	Pick from up to Six
Account Activation Date	Y2K compliant Date
Date of Arrival	Y2K compliant Date
Current Status	Drop Down (Active/Inactive)
Portable PIN	True/False
Allow List	True/False
Actual Allow List	ODRC defined, no limit.
On/off Time of Day	24 hours in 30 minute increments
Block List	True/False
Actual Block List	ODRC Defined, no limit.
Officer creating Account	Automatically entered by login

All above inmate account information can be modified and/or updated as needed from the LazerPhone system workstation.

5.19.2 Alert Levels

The proposed ICOP shall provide alert levels to be placed on an inmate's account information. Such alert levels shall be viewable in real time mode by the System administration terminal or by printed report.

When an inmate dials an alert PIN number the LazerPhone system will notify ODRC personnel in one of two methods. The first method is by the ODRC personnel having entered up to 3 notification numbers - telephone numbers or pager numbers - associated with this alert PIN number. The system will attempt to contact each of the 3 notification numbers and, if answered, provide a one way conference into the call. The second method is by a visual alert at the workstation. An officer at the workstation will then point and click on the phone dialing the alert PIN number. This will provide live monitoring of the call. LazerPhone allows for true live monitoring both locally, within a single ODRC site, or remotely, from the ODRC Headquarters to any ODRC site.

5.19.3 Call Privilege Restrictions

The proposed ICOP shall allow ODRC to restrict an inmate under disciplinary action from placing all calls assigned to his particular PIN with the exception of privileged numbers.

The LazerPhone system is equipped with the option to turn off a specific inmate PIN for disciplinary purposes. The specific PIN can be deactivated and reactivated with the click of a mouse, via the following change inmate screen.

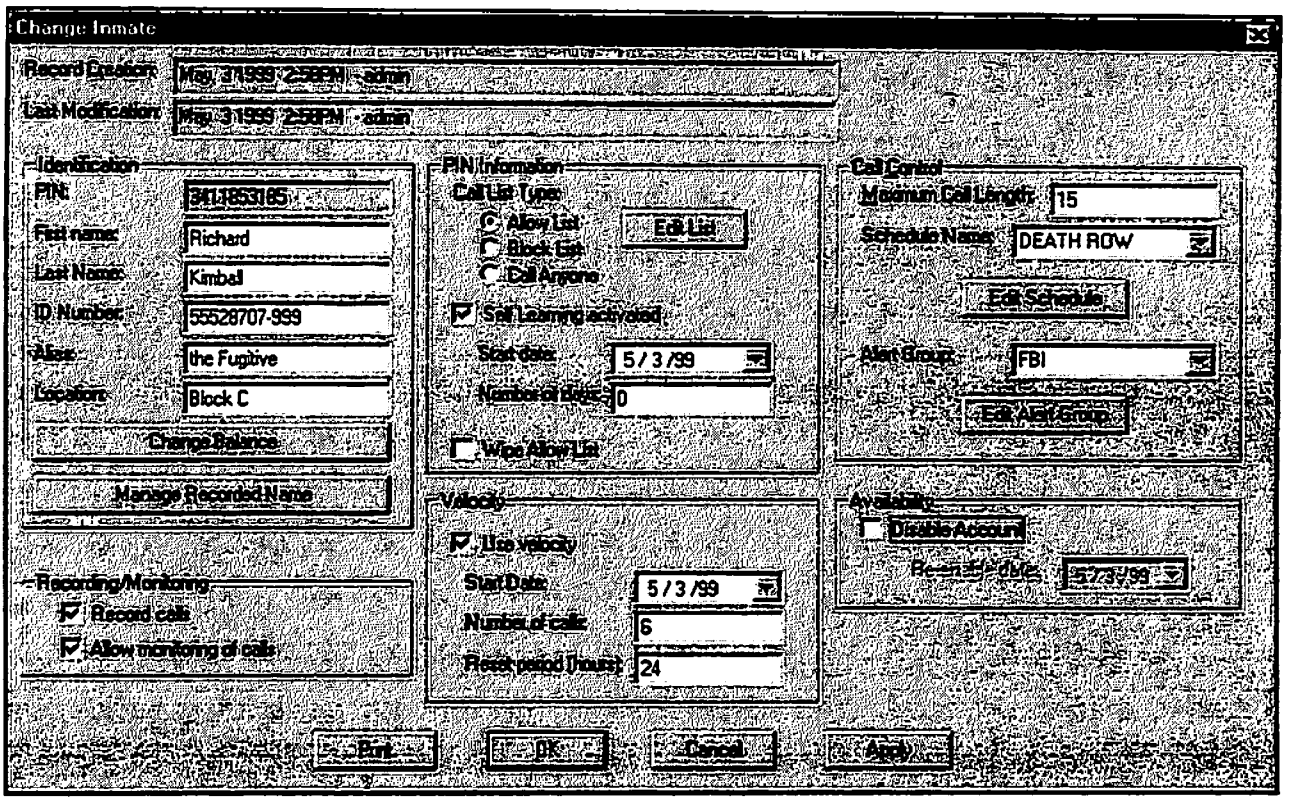


Figure VIII-44. Change Inmate Screen

ODRC personnel can enter the re-enable date, in date format, to designate the date to reactivate the inmate's account.

5.19.4 Maximum Number of Assignable Telephone Numbers

The Proposal shall state the maximum number of telephone numbers assignable to an inmate's account.

LazerPhone will allow an unlimited number of ten digit telephone numbers to be assigned to an individual inmate's account via the call allow list feature. ODRC personnel can edit an inmate's allow list (or block list) using the following screen:

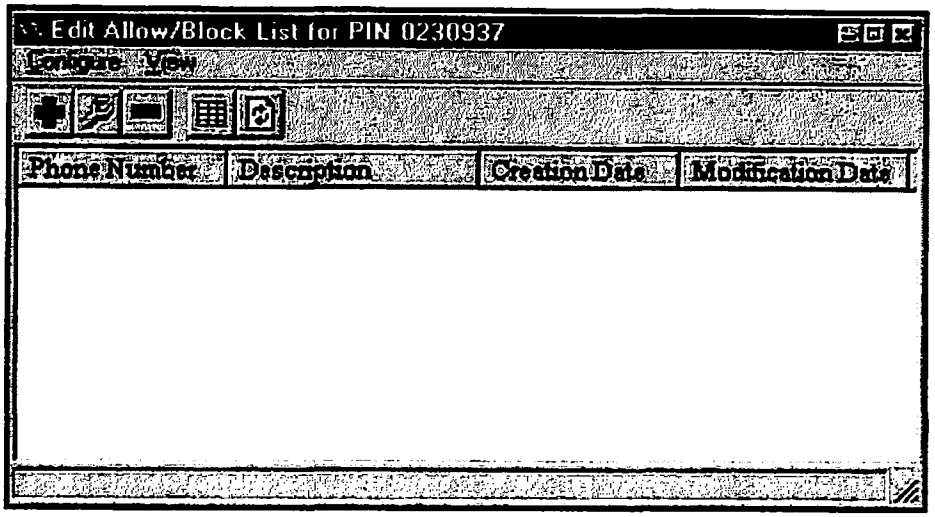


Figure VIII-45. Edit Allow/Block List Screen

Using LazerPhone, the task of assigning each inmate a list of such numbers can also be automated. The system works by providing a two digit code that the inmates dial at the inmate telephone sets. The system recognizes this code as the Allow List Request Code and automatically dials our automated system. Using an automated operator, the registration system solicits the relevant telephone numbers and inmate PIN. Then, the system sets up processes to obtain the name and address for the phone number provided. Upon identifying the name and address, the system makes contact with the party at the new telephone number and confirms the called party's desire to be included on the inmate's allow list. Once this is accomplished, and if the inmate has not reached his/her limit of allowed numbers, the number is added to the inmate's allow list. The name and location of the telephone number are provided electronically to the facility. The system may be altered to provide the facility pre-approval rights before any number is added to an inmate's allow list.

5.19.5 English or Spanish Voice Messages

The proposed ICOP shall provide the preference of English or Spanish voice messages or prompts depending on an inmate's account information. The default setting for each inmate shall be English until flagged by ODRC personnel to Spanish.

Language preferences will not be preset based on an inmate's PIN. When an inmate picks up the handset, the system will immediately prompts him/her with the following: "Press or dial one (1) for English" - in English; "Press or dial two (2) for Spanish" - in Spanish, etc. This prompt will continue through each language available on the system until the inmate makes a selection by depressing a DTMF digit on the dial pad. A language preference must be selected before the inmate can be prompted to input his/her PIN. This PIN prompt will be played in the language selected. The

inmate's language selection governs the language heard by both the inmate and the called party.

With 10 years experience in the correctional telecommunications industry, LazerPhone system engineers have realized that an individual inmate can have multiple language needs when communicating with friends and family. To facilitate this need for flexibility, LazerPhone is designed to allow the inmate to select the language preference for each telephone call attempted.

5.19.6 Other Languages

The proposed ICOP shall provide standard language prompts other than English and Spanish. Any language provided shall be controlled by the inmate's account information. The Proposal shall provide a list of languages available with the proposed ICOP.

LazerPhone's automated voice prompts and announcements can be programmed in up to nine languages. In support of other programs, the voice prompts and announcements have been recorded in German, Russian, Vietnamese, as well as English and Spanish. MCI WorldCom will work with ODRC after contract award to identify the nine programmable languages required for the ICOP.

As explained in response to requirement 5.19.5, an inmate's account information will not control language selection.

5.19.7 Inmate Accounts

The proposed ICOP shall be capable of assigning an inmate's account to an individual telephone or group of telephones so that the inmate's account may only place calls from those designated telephones. These telephones shall still be capable of being used by inmate accounts not specifically assigned to them.

Individual inmate PINs may be assigned to specific inmate telephones or groups of telephones so that the inmate may only use these specified telephones. However, these inmate telephones will still be capable of being used by inmate accounts not specifically assigned to them.

5.20 Additional Operation Requirements

The proposed ICOP shall be capable of being configured to control the amount of time between inmate completed calls. The proposed ICOP shall be capable of placing time limits on calls. ODRC shall be capable of enabling and disabling this feature. This time interval shall be configurable by minute increments.

LazerPhone can be configured so that the amount of time between inmate completed calls can be controlled. Additionally, LazerPhone allows for setting time limits on inmate calls. LazerPhone can be programmed to limit the duration of calls from one to two hundred fifty-five (255) minutes, in one- minute intervals. Phones may be bundled into groups which are logical to the facility -- by cell block, building, etc. In addition, all durations can be programmed by PIN if inmate PINs are in use. As directed by the ODRC, the LazerPhone systems will be configured to inject a brief tone 30 seconds prior to the programmed time limit of the inmate calls.

Individual inmate PIN call duration is set via the call control portion of the change inmate screen. The screen shown below indicates a 15-minute maximum call length for a specific inmate PIN. ODRC personnel, with the appropriate security profile, can configure the call length.

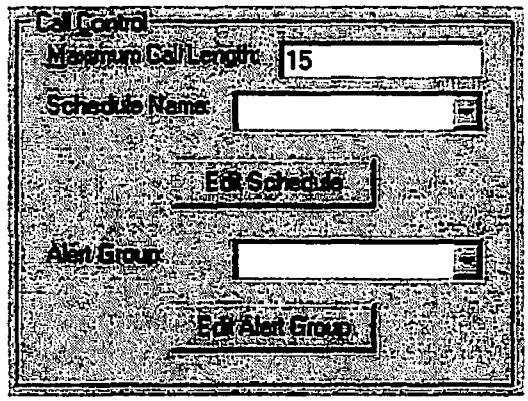


Figure VIII-46. Call Control Screen

Call duration can be set for each inmate station via the station setup screen. The call maximum call length set for the station shown below is 15 minutes.

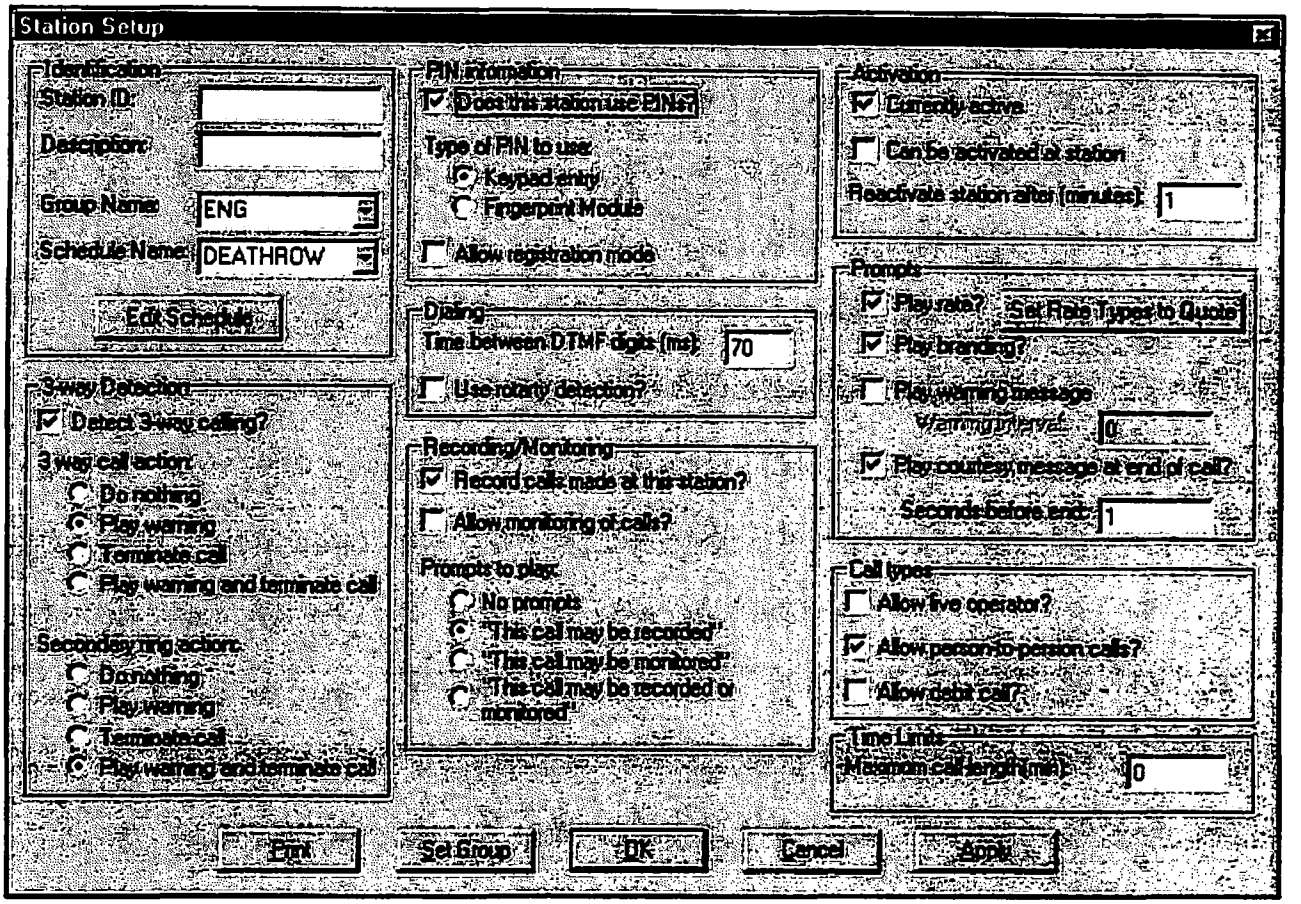


Figure VIII-47. Station Setup Screen

5.21 Transition and Implementation Requirements

ODRC presently has an ICOP System. The Proposal shall address the transition from the existing ICOP to the new ICOP at all ODRC institutions listed in Attachment A of this RFP. ODRC realizes that some "down time" will occur during this transition but the Proposer shall propose an implementation plan that reduces this "down time" and allows for a smooth progression to the new ICOP.

MCI WorldCom understands the importance of transitioning the existing system to the new ICOP at all ODRC locations. MCI WorldCom offers the ODRC a low-risk transition and implementation plan that will ensure minimal down time and a smooth progression to the new system. MCI WorldCom is able to make this claim based on its past success installing inmate call systems, and on its understanding of the ODRC's current environment.

Additionally, as the incumbent provider of call processing and call recording and monitoring services, MCI WorldCom has the advantage of thoroughly understanding today's environment and how best to migrate this environment to a new, fully integrated ICOP system. Furthermore, MCI WorldCom will be able to provide the most comprehensive fall back plan in the event migration problems are encountered.

Upon award of the contract, MCI Worldcom will propose and discuss the best methods for system conversion. Formulating a schedule in conjunction with ODRC will ensure minimum downtime of the inmate telephone system.

5.21.1

The Proposer shall furnish or cause to be furnished, all labor, supervision, Equipment, materials, and supplies necessary to install the proposed Systems.

The MCI WorldCom ICOP Project Manager will be responsible for directing the implementation team and ensuring that all labor, supervision, equipment, materials, and supplies necessary to install the proposed system are furnished. All items will be provided with no cost to ODRC.

5.21.2

The Proposal shall provide a transition and implementation plan which shall include, but not be limited to, the following components:

1. *A time line for all facilities;*
2. *Transition procedures from the existing System to the new System;*
3. *Staffing requirements of ODRC for each facility;*
4. *Responsibility of ODRC staff at each facility; and*
5. *Make-up of the Proposer's implementation team.*

MCI WorldCom will provide ODRC with a detailed implementation plan within 30 days after notification of successful contract award. The plan will include, at a minimum, the five components described below.

1. A Time Line for all Facilities. The time line will incorporate and schedule all activities required to implement and transition service, including site surveys, equipment delivery, installation, system cutover, testing and acceptance. MCI WorldCom has provided a sample milestone chart in Section IX. MCI WorldCom and the ODRC will finalize the time line after contract award.

2. Transition Procedures from the Existing System to the New System. MCI WorldCom will provide a seamless cutover from the existing system to the new ICOP that will minimize disruption to inmate calling services. The transition process will be managed by the MCI WorldCom Project Manager and will begin upon contract signing. The Project Manager will coordinate implementation activities with the Ameritech and Global Tel*Link project managers to ensure smooth transition at all ODRC facilities. Because MCI WorldCom and its teaming partner, Ameritech, are the current providers of inmate calling services, MCI WorldCom can guarantee the ODRC continuity of services. MCI WorldCom and Ameritech will continue to provide, respectively, interLATA and intraLATA services.

3. Staffing Requirements of the ODRC for Each Facility. The ODRC will need to identify a point of contact at each site. This individual will be responsible for working with the MCI WorldCom implementation team to schedule implementation activities and to help resolve any issues that may arise during the transition. This project will not require any additional staffing requirements by ODRC.

4. Responsibility of the ODRC Staff at Each Facility. ODRC staff at each facility will be responsible for supporting the MCI WorldCom Project Manager and his team. Such support may include providing access to the areas of the facility that contain the inmate phone system and accompanying access lines, required work permits, arranging facility access, assigning security details for on-site work teams, and so on. In addition, ODRC staff will be responsible for notifying facility staff of training opportunities, and ensuring that the proper individuals are trained.

5. Make-up of the Bidder's Implementation Team. The MCI WorldCom implementation team will consist of 3 to 5 individuals, depending on the size of the facility. These experienced individuals have worked on similar projects, and will have the equipment and knowledge required to implement the ICOP system. All implementation teams will be under the MCI WorldCom Project Manager's direct control.

All MCI Worldcom installation team members and subcontractors must be given access to the areas of the facility that contain the inmate phone system. Usually a guard or trustee is assigned to the team to provide such access. However, regarding the actual Installation, maintenance, and administration of the system should not require any action from ODRC personnel.

5.21.3

The Proposal shall provide an implementation plan which shall include a detailed explanation of the following items:

1. *Pre-installation procedures for each ODRC facility;*
2. *Pre-installation procedures for the complete system;*
3. *Network service coordination requirements;*
4. *Software programming and preparation;*
5. *Equipment delivery schedules;*
6. *Equipment security procedures;*
7. *Equipment/System installation procedures;*
8. *Station equipment installation procedures;*
9. *System testing;*
10. *Proposer central site planning and implementation; and*
11. *Actual system cutover to service.*

MCI WorldCom's Implementation Plan will include a detailed explanation of the following items.

1. **Pre-Installation Procedures for Each ODRC Facility.** MCI WorldCom will conduct the following pre-installation procedures at each site:

   - A transition planning meeting between the MCI WorldCom Account Team and the ODRC will be held at an ODRC facility. These meetings will be an open forum for the exchange of information. The purpose of these meetings will be a presentation of the cutover schedule and to gain an understanding of the facility specific requirements. Afterwards specific problem area will be addressed and rectified prior to the installation process.

   - The transition team will perform a site survey at each facility

- A Site Survey Analysis Report will be prepared. The Report will describe the site's physical environment and identify any special circumstances or problems that exist at the site. The ODRC will need work with the transition team to resolve issues before the installation.

2. **Pre-Installation Procedures for the Complete System.** MCI WorldCom's implementation team to work with the ODRC to:

   - Implement the interface to the ODRC inmate database for inmate transfers
   - Develop a plan for migrating the existing ICOP PIN and call records database to the new ICOP PIN and call records database.
   - Define the ODRC business rules that will govern operation of the ICOP.
   - Finalize the wording of all ICOP voice messages, prompts, and interactive voice response scripts.

3. **Network Service Coordination Requirements.** MCI WorldCom will design and implement all aspects of the WAN and network calling services. This includes local access provisioning, router installation and management, and provisioning digital T-1 circuits.

   MCI WorldCom will install and test all voice circuits between each correctional facility and the selected local exchange carriers as well as its own network. All data circuits between the facilities and the central servers also will be installed and tested during this phase.

   As the inmate telephone stations are being replaced at each facility, the existing inmate database (including call records) for that facility will be migrated to the new ICOP database on the central servers, as well as to the database on the site call processor. In other words, a facility's data will not be transferred to the new database until the existing inmate call system has been shut down. This will ensure that no data is lost during the migration. Data verification scripts will be run to ensure that all of a facility's data transferred successfully.

4. **Software Programming and Preparation.** The ICOP will be delivered as a fully developed and tested system. ODRC site-specific parameters will be assigned to the system for each site as the sites are brought on line. MCI WorldCom will work with the ODRC to define those parameters and deliver the information to the implementation team. The customized options for each site will include information such as local calling area, origination

number for the site, and site, living unit and station designations. After installation is complete, from time to time, it may be necessary to change program information to keep pace with changes in the telecommunication industry. This will handled, without facility intervention or cost, by the MCIW Account team and the Global Tel*Link Technical Support Engineers.

5. **Equipment Delivery Schedule.** MCI WorldCom will work with the ODRC site coordinator to schedule delivery of the system equipment so that it will be available to each site prior to the scheduled cutover.

6. **Equipment Security Procedures.** The implementation team will develop site- and ODRC-specific procedures for equipment security. The site survey conducted by the implementation team will take into account the need to secure the ICOP equipment. In addition, Only the LAZERPHONE Technical Support Team and System Engineers will have access to source code. All aspects of the system security reside within the source code of the system.

7. **Equipment/System Installation Procedures.** MCI WorldCom will ensure that access to the ICOP equipment will be available to only those MCI WorldCom and designated subcontractor personnel that have a need to access the system. A list of the appropriate personnel will be drawn up and enforced by the Project Manager. As the ODRC provides its initial system setup parameters (e.g., system-wide settings, language selections, message text, etc.), MCI WorldCom will ensure that only authorized users will have access to the ICOP. Since each installation is different, a detailed outline of the specific installation requirements will be processed after meetings with the ODRC. Installation of the system and components will be under the direction of the Project Manager and Project Coordinator. Internal procedures addressing the installation, testing, security and system cutover will be strictly adhered to.

8. **Station Equipment Installation Procedure.** As the incumbent vendor of inmate calling services, MCI WorldCom will replace the inmate station equipment with minimal down-time.

   - All network and site equipment can be installed and tested before the cutover. The transition teams will perform this equipment installation. The ODRC will need to schedule access for the teams to complete the equipment installations.

   - There will be a preliminary test period at each site before the cutover is scheduled. Between two and five inmate telephones will be connected to the central system and tested. The old system will continue to operate during this testing.

- After the ODRC approves the testing schedule, the transition team will replace all inmate telephone stations. The existing phone system will be non-operational during this time. The amount of downtime depends on the number of telephones at the facility and the accessibility of the telephones to the transition team.
- The ICOP will be turned on at a facility once the inmate telephones have been replaced and tested, and the facility's inmate account data has been successfully migrated to the ICOP's site call processor and central servers. The transition team will remain at the facility until proper operation of the ICOP has been verified, and the initial acceptance test completed and signed off.

9. **System Testing.** All network and site equipment can be installed and tested well ahead of the scheduled cutover date to ensure that time will be available for adjustments if required.

   Each transition team will be dispatched to an ODRC facility to install between two and five new inmate telephone stations for preliminary testing. This test phase can proceed while the existing inmate phone system is in place and operational. Preliminary acceptance tests using the new telephones will be performed. This preliminary test phase will be designed to last no more than one day for each facility. The ODRC will be given a copy of these test procedures and will be encouraged to participate in these tests. At the conclusion of the preliminary testing and upon approval by the ODRC, the transition team will then replace all inmate telephone stations at the facility.

   MCI WorldCom will work directly with the ODRC during the pre-determined acceptance period. The Project Manager will closely monitor the ICOP during this time and provide two daily status reports to the ODRC. During this time all problems with the system will be classified and recorded on an Open Issues database. At the end of the acceptance test period, all problems will have been resolved or will remain on the Open Issues list with a projected date of resolution. When all problems have been resolved to the satisfaction of the ODRC and the system has been operational for a pre-determined number of days, MCI WorldCom will request that the ODRC agree to an official sign-off.

10. **Bidder Central Site Planning and Implementation.** MCI WorldCom will coordinate installation at the central site and the ODRC. A central site will be established within Ohio. From this central site, the Project Manager will coordinate the installation, service and maintenance of all facilities within the State as well as direct interface with the ODRC and the ODRC Project

Manager. Additionally, the MCI Worldcom Project Manager will dispatch certified LazerPhone technicians, located throughout the State, for on-site system service and maintenance.

11. **Actual System Cutover to Service.** As the inmate telephone stations are being replaced at each facility, the existing inmate database (including call records) for that facility will be migrated to the new ICOP database on the central servers, as well as to the site call processor's database. In other words, a facility's data will not be transferred to the new database until the existing inmate call system has been shut down. This will ensure that no data is lost during the migration. Data verification scripts will be run to ensure that all of a facility's data transferred successfully. After passing all of the pre-installation burn-in tests, inmate telephone housings will be replaced. Test calls will again be placed from each phone location to insure the functionality of the port, phone and system. The ICOP will be turned on at a facility once the inmate telephones have been replaced and tested, and the facility's inmate account data has been successfully migrated to the ICOP's site call processor and central servers. The transition team will remain at the facility until proper operation of the ICOP has been verified, and the initial acceptance test completed and signed off.

    This process will continue until the new ICOP has been installed at each ODRC facility.

5.21.4

The Proposer shall remove the existing Inmate Station Equipment (Telephones) in all ODRC facilities listed in Attachment B of this RFP and replace them with new telephones.

MCI WorldCom will remove the existing inmate telephones and replace them with new station equipment. Removal of existing inmate telephones will be coordinated with the current payphone providers.

5.21.5

In the event of a problem or question of continuity arising during installation of the proposed System, provisions shall be made by the Proposer for joint testing of the System by the Proposer and ODRC at no additional cost to ODRC.

In the event of a problem or question of continuity arising during the installation of the proposed system, MCI WorldCom agrees to make provisions for joint testing with the ODRC at no additional cost to the ODRC.

5.21.6

The Proposer shall be responsible for the generation and creation of the System database(s) required to provide a fully operational ICOP. As requested, the ODRC shall provide the Proposer with appropriate information.

MCI WorldCom will generate and create the system database required to operate a fully functional ICOP. As the incumbent contractor, MCI WorldCom is familiar with the existing system and its databases. MCI WorldCom will work with the ODRC to ensure that the creation of the ICOP database, using the LazerPhone system, is accomplished with minimal disruption to the existing services.

5.21.7

The Proposal shall describe how the current system database records information including inmate profile and call records, will be retained during conversion to the new System.

Since MCI WorldCom is the incumbent and familiar with the current operating platform, all system database information will be retained in its original, current format as the conversion takes place. LazerPhone system engineers and database managers will assist MCI Worldcom and directly conduct and manage the conversion process. They are familiar with all forms of database file formats and can seamlessly switch from one file format to another.

5.22 Implementation Team

5.22.1 Implementation Team

The Proposal shall specify the members of the team and their responsibilities for installing the proposed ICOP at each ODRC facility. (see Section 4.6)

The following identifies the members of the implementation team and their responsibilities for installing the proposed ICOP at each ODRC facility.

- **Mr. Tracy Stewart, MCI WorldCom Project Manager**

Mr. Stewart will have overall responsibility to ensure the ICOP project is installed on time and performs to specifications. All activities for this project including the ordering and installation of the LazerPhone platform, WAN deployment, and inmate telephone installation will be managed by Mr. Stewart.

- **Mr. Bob Rich, Customer Support Coordinator**

Mr. Rich, and two Field Service Managers will support Mr. Stewart with the following tasks to ensure a successful implementation.

Implementation meetings: MCI WorldCom will coordinate implementation meetings throughout the 5-month installation time period. Representatives from ODRC, MCI WorldCom, Ameritech, Global Tel*Link, Sprint, and GTE will be involved from time to time. The purpose of the meetings will be to establish an overall implementation plan, including a schedule for each site, and ensure the schedule is being met. These meetings will be the forum to identify and discuss any potential issues that may extend the installation time period.

Schedule site surveys: MCI WorldCom, Global Tel*Link, and Ameritech will visit each site to identify the proper location for the ICOP program and identify any site-specific issues that may impact the installation.

Equipment orders placed for all ODRC facilities and the central server locations: As site surveys are completed, MCI WorldCom will order the necessary ICOP equipment and the central server databases; the LazerPhone platform will be ordered from Global Tel*Link, the inmate telephones will be ordered from PBG.

Order access circuits: Using data collected during the site survey, i.e., exact number of phones, MCI WorldCom will issue the necessary internal and external telephone access circuit orders to support the inmate phones, WAN connections, and remote system dial-up lines for all ODRC facilities.

Build inmate PIN and attorney ANI database: MCI WorldCom will work with ODRC staff to identify and develop an automated process for entering exiting inmate data (e.g. names, ODRC ID numbers, telephone system PIN numbers, and recognized attorney telephone numbers) into the new ICOP. MCI WorldCom also will work with ODRC to develop the procedure used to pre-record the inmate's name that plays during the call announcement to the called party.

Begin pre-install activities for Coinless Collect Inmate Phone Calling System: MCI WorldCom will oversee Global Tel*Link and Ameritech as they perform pre-installation cabling and related activities to ensure sites are ready for the ICOP equipment when it is shipped to the site. Ameritech, as one of the incumbents, will not need to change out the existing inmate telephone station equipment for it has been maintained in good working order and is compliant with the requirements of the RFP. This allows MCI WorldCom to apply a very aggressive and accelerated implementation schedule, and ultimately provides minimal disruptions to ODRC.

Install and turn-up of the centralized data base server equipment: MCI WorldCom and Global Tel*Link will install and turn-up the WAN servers in Mobile, AL, and Albany, NY.

Deliver equipment to ODRC facilities: Once the necessary cabling is complete, the WAN and central servers installed and tested, MCI WorldCom will oversee Global Tel*Link personnel as equipment is delivered to ODRC facilities, unpacked, installed, and prepared for cutover.

Test and turn-up system: After installation, MCI WorldCom will thoroughly test the system. Once the test and certification procedures are complete, the system will be available for ODRC's acceptance and use. MCI WorldCom will hold an initial one-day user training class at each facility for ODRC staff. The class will meet for one full day during which time ODRC staff will receive hands-on training on the ICOP system's features and functionality. MCI WorldCom will provide training and system operations manuals to class participants.

- **Mr. Steve DeForrest, Global Tel*Link**

Mr. DeForrest will manage the project from an ICOP system standpoint. He will be a member of the site survey team to ensure the right quantities of equipment for the LazerPhone platform are ordered, including the central servers and administrative workstations. He will oversee the manufacturing schedule so that development is compliant with ODRC's and MCI WorldCom's installation timelines. He will coordinate the appropriate level of field resources to facilitate simultaneous installations, comprehensive testing, and finally training of ODRC staff on the proper

use of the LazerPhone system, and will work closely with Mr. Stewart, MCI WorldCom's project manager, to ensure project deliverables are met.

- **Mr. Jim Gross, Ameritech**

Mr. Gross will manage the installation of all inmate phones throughout the State of Ohio. He will participate on site surveys to ensure that all mounting hardware and cabling is in place for transition from GTE and Sprint to MCI WorldCom, and will participate in project meetings to provide status reports on Ameritech responsibilities.

5.22.2

The Proposal shall state the requirements and responsibilities of ODRC's implementation team.

The requirements and responsibilities of the ODRC implementation team while working with MCI WorldCom are provided below.

1. Provide easy access and coordinate any security issues for the implementation team.
2. Work with MCI WorldCom schedule site implementations.
3. Keep inmates informed of the implementation progress.
4. Schedule training for ODRC staff at the site.
5. Implement the interface to the ODRC inmate database for inmate transfers.
6. Assist MCI WorldCom with migrating the existing PIN and call record information to the new ICOP database.
7. Define the ODRC business rules that will govern the operation of the ICOP.
8. Finalize the wording of all ICOP voice messages, prompts and interactive voice response scripts.
9. Finalize and perform the acceptance testing for the installed system.

5.22.3

The Proposer shall assign one project manager to oversee the ICOP project. This project manager shall act as a single point-of-contact for ODRC during the life of this System implementation.

Tracy Stewart will serve as the Project Manager overseeing all aspects of the ICOP project. He will serve as the single point of contact for ODRC during the life of the system implementation. Contact information for Mr. Stewart is provided in Section 5.1.

5.22.4

The Proposer shall warrant that each member of the implementation team who will service the proposed System has been fully trained and certified by the manufacturer as qualified to service the proposed ICOP.

MCI WorldCom warrants that all the installation staff who will be servicing the proposed system will have been fully trained and certified by the manufacturer as qualified to service the proposed ICOP.

5.23 System Testing

The Proposal shall provide a comprehensive functional test plan to assure ODRC of the System's readiness to accept inmate Call Out traffic. This test plan shall include a checklist of items to be performed by the Proposer's implementation team and verified by the ODRC staff.

MCI WorldCom recognizes the desire of the ODRC to verify the correct operation of the ICOP. MCI WorldCom further recognizes the value of performing tests that provide assurance that all functions of the delivered ICOP work correctly. Following contract award, MCI WorldCom will provide more detailed documentation of the tests and work closely with the ODRC to ensure the tests meet the ODRC's need to validate correct system operation. The functional test plan is proprietary and confidential, but will be provided upon request to the ODRC.

5.24 System Acceptance

The Proposal shall provide a comprehensive acceptance plan for the ICOP at each ODRC facility. System acceptance shall be determined by a consecutive 30-day period during which the System shall function "error free." The Proposer shall work with ODRC to determine the actual definition of "error free" operation. Failure of the System to meet mutually agreed upon acceptance criteria for more than 30 days may result in ODRC requesting replacement of that particular System. Additional acceptance requirements are stated in Section 3.5.1 of this RFP. Where a conflict exists, the more stringent requirement as determined by the ODRC shall apply.

MCI WorldCom will provide a comprehensive acceptance plan for the ICOP at each ODRC facility. The company understands that system acceptance will be determined by a consecutive 30-day period during which the system will function "error free." MCI WorldCom will work with ODRC to determine the actual definition of "error free" operation and understands that failure of the system to meet mutually agreed upon acceptance criteria for more than 30 days may result in ODRC requesting replacement of that particular system.

MCI WorldCom will perform an acceptance test on the central servers, the site call processor, and all of the equipment and software that make up the ICOP.

Prior to installation of equipment at any ODRC facility, MCI WorldCom will perform a thorough system test of the operations of the central servers in conjunction with the site call processor installed at the facility. The tests will be performed on a consistent test platform to provide assurance of the correct function and operation of the site call processor, and to serve as a baseline for comparing results performed at ODRC facilities. Primary emphasis will be assuring the proper operation of the ICOP with respect to the following interfaces:

- Central Database Administration Workstations
- Inmate Telephone Stations
- Site Administration Workstations
- Called Party Telephone Stations

Acceptance Tests Performed at Actual ODRC Facilities. The acceptance testing performed at an ODRC facility will be identical to the testing performed at the test ODRC facility. An initial acceptance test will be performed at the central operations facility. After having verified the correct operation of the test site call processor during initial acceptance testing, the site call processor and supporting equipment will be delivered to the actual ODRC facility. The equipment will be installed, configured, and tested.

5.25 System Documentation

5.25.1 System Documentation

At the completion of the ICOP System installation and implementation, the Proposer shall provide a complete set of System reference manuals which must include information specific to the installation at each ODRC facility.

At the completion of the project, MCI WorldCom will provide the ODRC with reference and user manuals, including information specific to the installation at each facility.

5.25.2 Trouble Logs

The Proposer shall supply trouble logs for all problems reported on the System on an as needed basis.

MCI WorldCom will maintain a record of system troubles, and will provide the ODRC with trouble logs for all problems reported on the ICOP on an as-needed basis. In addition, Global Tel*Link maintains a technical support management system. All preventive maintenance and all service performed are logged in the technical support management system and will be made available to the ODRC personnel as requested. This system documents the date and time of repair requests, major alarms, actions taken to clear an alarm, itemization of all parts replaced, reason for replacement, name of technician performing work and problem resolution date and time.

5.25.3 Documentation

.The Proposer shall supply all necessary documentation to the ODRC site administrator relating to maintenance contact numbers, maintenance reporting procedures, maintenance escalation procedures, etc.

MCI WorldCom will supply all necessary documentation to the ODRC site administrator(s) relating to maintenance contract numbers, reporting procedures, and escalation procedures. The intent of the documentation is for each ODRC administrator to have sufficient information to function independently in seeking help or information.

5.26 Training Requirements

It is critical to the success of the installation of the ICOP that ODRC personnel be thoroughly trained in various aspects of the System operation. Therefore, the Proposer shall provide a complete training schedule based on the following requirements.

MCI WorldCom understands that it is critical to the success of ICOP that ODRC personnel be thoroughly trained in various aspects of the system operation. MCI WorldCom will provide the ODRC with a training schedule after contract award. Training will consist of the following components. In addition, factory certified LazerPhone trainers from Global Tel*Lnk, will provide comprehensive training sessions for all assigned ODRC system users. All training will be consistent with the requirement set forth by the ODRC.

5.26.1

The Proposer shall provide training to ODRC at no cost.

MCI WorldCom will provide training for the life of the contract at no cost to the ODRC as requested.

5.26.2

The Proposer shall provide end-user training on site at the various ODRC facilities.

MCI WorldCom will provide the ODRC with on site training at ODRC facilities. MCI WorldCom requests that class sizes be limited to no more than eight trainees at a time if possible.

5.26.3

The Proposer shall provide on-site training for various levels of ODRC staff including part-time and full-time System administrators, special investigators, and data entry specialists.

MCI WorldCom will provide on-site training for persons with various levels of ODRC staff and adjust the training agenda according to the skill sets that are being trained.

5.26.4

The Proposer shall provide training for all assigned System users on the following matters:

1. *How to create, delete and modify inmate records;*
2. *How to generate appropriate System reports;*
3. *How to maintain alert levels and respond accordingly when these levels are exceeded;*
4. *How to change inmate restriction levels; and*
5. *How to initiate System restrictions including and shutting down of individual inmate telephones, groups of inmate telephones or the entire facilities' Systems.*

MCI WorldCom will provide training for all assigned system users on the following matters:

1. MCI WorldCom will provide training on the full range of inmate record administration as part of the standard training program.

2. MCI WorldCom will provide training on the full reporting capabilities that are possible with the ICOP.

3. MCI WorldCom will provide training on the alert mechanisms, levels and administration.

4. MCI WorldCom will provide training on the administration of inmate restrictions so that ODRC administrators will have sufficient knowledge in order to enter, modify, and understand the ramifications of these restrictions.

5. MCI WorldCom will provide training on the administration of the system restrictions including the shutting down of individual inmate telephones, groups of inmate telephones or the entire facilities' systems.

All assigned ODRC system administrators will be trained on:

- The creation, deletion, and modification of inmate records using LazerPhone.
- On the generation of all standard LazerPhone system reports as well as the creation and generation of custom reports.
- The maintenance of alert levels as well as the appropriate responses when alert levels are exceeded.
- How to modify inmate restriction levels including, but not limited to: call duration settings, velocity, settings, telephone usage schedules, allow/block list management, alert group settings, and availability settings.

- Initiating LazerPhone system restrictions including, but not limited to: shutting down individual inmate telephones, groups of inmate telephones or an entire ODRC facility's telephones; global inmate telephone usage schedules; and globally blocking destination numbers.

5.26.5

The Proposer shall provide training on all components of the ICOP.

MCI WorldCom will provide training on all components of the proposed inmate calling system—LazerPhone.

5.26.6

The Proposer shall provide full training on the provided recording Equipment including the live monitoring of inmate calls, playback of archived calls and the transfer of calls to other media for playback at off-site locations.

MCI WorldCom will provide comprehensive training on the operation of the LazerPhone monitoring and recording equipment, including but not limited to monitoring of calls, playback of archived calls, and the transfer of calls using the cassette re-recorder for playback at an off site location. ODRC will be fully trained on all aspects of the recording component. Features to be included in training are live monitoring, keyword search and programming, search and playback functions of archived calls, transfer of calls to portable media, and sending a recorded call to location outside an ODRC facility.

5.26.7

The Proposer shall provide refresher System training for existing ODRC personnel when required by ODRC.

MCI WorldCom will provide refresher training for the life of the contract at no cost to the ODRC.

5.26.8

The Proposer shall provide additional training for new ODRC personnel when required by ODRC.

MCI WorldCom will train new ODRC staff for the life of the contract at no cost to the ODRC.

5.26.9

The Proposal shall describe any advanced System training that may be available to ODRC personnel whether provided on-site at an ODRC facility or off-site at the Proposer's training facilities.

There may be instances where advanced training, beyond that provided in the initial training program, will be required for ODRC administrative or investigative personnel to accomplish certain objectives. Advanced training may include learning how to use special system features or combinations of features and capabilities not included in the basic training. MCI WorldCom will provide these to the ODRC on an as-needed basis. Training location will depend on issues such as number of personnel to be trained and the individual needs of the trainees. Depending on these circumstances, training could be provided at either at and off-site location or at individual ODRC facilities.

5.26.10

The Proposal shall include the name and the title of the person who will have the overall responsibility for training.

MCI WorldCom's Project Manager, Tracy Stewart will have overall responsibility for training.

5.26.11

Written material utilized in the training program shall become the property of ODRC upon completion of the training sessions.

MCI WorldCom will provide training materials that will become the property of the ODRC. This material is proprietary, and MCI WorldCom requests that this information not be shared with non-ODRC employees or non-ODRC agencies or companies.

5.26.12

The proposed ICOP shall provide for on-line help for System operation, administration, reporting and management functions.

MCI WorldCom's inmate control system features an on-line help function that will provide ODRC users with help regarding system operation, administration, reporting and management functions. The on-line help will be delivered in Winhelp format, the Microsoft standard help system.

5.27 Post Installation and Expansion Requirements

5.27.1

ODRC may require the addition of Equipment at its facilities after the original installation of the proposed Inmate Call Out System. The Proposer shall install additional Equipment within 30 days of notification from ODRC authorized personnel. This Equipment and installation shall be at no cost to ODRC.

MCI WorldCom understands that the ODRC may require the addition of equipment at its facilities after the original installation of the proposed inmate calling system. MCI WorldCom will install additional equipment within 30 days upon notification from the ODRC authorized personnel. This installation of this equipment will be at no cost to the ODRC.

5.27.2

As listed in Attachment A of this RFP, when a newly constructed facility is opened by ODRC or when the present ICOP Contract expires at the Ross and Chillicothe Correctional Institutions, the Proposer and ODRC shall determine a schedule for installation of an ICOP System at that location to ensure service, as soon as practicable. The ICOP System shall be installed at the new facility and the Ross and Chillicothe Correctional Institutions, at no cost to the ODRC.

MCI WorldCom understands that when a new ODRC facility is opened by the ODRC, MCI WorldCom will determine (with the ODRC) a schedule for installation of an inmate calling system at that location to ensure service as soon as practicable at the new site. The system will be installed at the new facility at no cost to the ODRC.

5.27.3

The Proposer shall be responsible for making all System modifications necessary to allow inmates to place calls as industry dialing requirements change, at no additional cost to the ODRC.

MCI WorldCom will be responsible for making all system modifications necessary to allow inmates to place calls as industry dialing requirements change, at no additional cost to the ODRC.

5.27.4

The Proposer shall be responsible for complying with and updating the ICOP System for any regulatory changes and requirements during the Contract term, at no additional cost to ODRC. These regulatory changes and requirements include federal, state, county and municipal modifications.

MCI WorldCom will be responsible for complying with and updating the ICOP for any federal, state or municipal regulatory changes and requirements that arise during the life of the contract. These changes will be made at no cost to ODRC. However, MCI WorldCom may adjust its rates and charges or impose additional rates and charges on its customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect or otherwise pay to others in support of government mandated programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access MCI WorldCom service.

5.27.5

All call processing and call rating information shall be kept current by the Proposer to ensure the ability to place calls. This information includes, but is not limited to, local exchanges, area codes, vertical and horizontal coordinates, and any other information necessary to accurately process and rate calls. The Proposer shall provide ODRC with rating information for all calls when requested by ODRC.

MCI WorldCom will ensure that inmates can place calls to all approved numbers by maintaining current call processing and call rating information. This information includes but is not limited to local exchanges, area codes, country codes, vertical & horizontal coordinates, and any other information necessary to accurately process and rate calls. MCI WorldCom will provide the ODRC with rating information for all calls upon request.

5.27.6

ODRC reserves the right to renegotiate the Contract in the event that, (1) calling rates become noncompetitive and/or (2) advances in technology, Equipment and/or Software are such that retaining existing Equipment and/or Software would not be in ODRC's best interest.

MCI WorldCom understands that ODRC reserves the right to renegotiate the contract in the event that calling rates become noncompetitive or advances in technology, equipment and/or software are such that retaining existing equipment and/or software would not serve in the best interest of the public sector. MCI Worldcom will comply with this requirement, with the understanding that if MCI WorldCom and the ODRC are unable to reach agreement as a result of such renegotiations, MCI WorldCom would not be considered in breach or default of the contract, but the ODRC may exercise its right to terminate for convenience under RFP section 3.2.9.

5.28 Phase Out Plan

The Proposal shall describe a plan for a phase-out situation at the expiration or termination of the Contract term should the Proposer not be selected for the next contract to provide an ICOP to ODRC.

If MCI WorldCom is not awarded the subsequent contract, and the follow-on provider is unable to phase in service for 90 days, MCI WorldCom will request negotiation of a mutually acceptable contract extension for the temporary coverage period, which may or may not include a commission reduction. The extension would govern the release of the inmate information database and the dates for removal of MCI WorldCom's network services and inmate calling system. The intent of the contract is to minimize the transition from MCI WorldCom to the new provider. As stated in MCI WorldCom's response to 5.17.6, the ODRC will own the inmate information database at all times during the life of the contract.

SECTION IX

IMPLEMENTATION AND TRAINING PLAN WITH TIME LINE

IX.1 Implementation and Training Plan with Time Line

4.10 Implementation and Training Plan with Time Line

The Proposal shall include a milestone chart (also known as a "Gantt chart" or "timeline bar chart") indicating time frames associated with the proposed Equipment and Software or System installation and implementation. Equipment ordering lead time after Contract signature shall be stated. Training intervals shall also be provided. Once the Contract is awarded, an actual implementation milestone chart will be developed in association with ODRC, and will reflect ODRC's requirements as well as those of the Contractor.

MCI WorldCom's installation timeline is based on past experience in installing inmate calling systems, and the unique perspective MCI WorldCom has gained as the incumbent contractor of inmate call out services to ODRC since 1989. MCI WorldCom and its teaming partners, Global Tel*Link and Ameritech, are very familiar with ODRC's facilities and procedures, and have used this knowledge to plan a low-risk implementation that will minimize disruption to existing services.

Before describing our implementation plan, it is important to understand the roles and responsibility of each member of our team. MCI WorldCom will serve as the prime contractor managing all aspects of our solution as well as ensuring our partners meet and exceed the requirements of the RFP they have been assigned. In addition to serving as the prime contractor, we will be responsible for engineering the appropriate number of voice circuits at each facility to carry the inmate calls. We will design and deploy the Frame Relay based Wide Area Network, inclusive of the IP routers, at each facility. Where possible, we will reuse existing telephones and enclosures provided they meet the requirements of this procurement. In the event new telephones are required, Ameritech will be responsible for installing the new inmate telephones. Global Tel*Link will install the LazerPhone platform and administrative workstation along with the necessary cabling.

MCI WorldCom understands that once this contract is awarded, an actual implementation milestone chart will be developed in association with the ODRC, and will reflect ODRC's requirements, as well as those of MCI WorldCom, Global Tel*Link, and Ameritech. MCI WorldCom will provide the ODRC with a detailed implementation plan within 30 days after notification of contract award. Immediately following contract award, MCI WorldCom will convene the first of several regularly scheduled implementation meetings with the ODRC to review each facility and the activities which need to be performed, and establish a schedule for the conversion. The proposed implementation plan will be submitted to the ODRC for review and approval, and will identify the persons and organizations responsible for each phase of the installation.

The implementation plan will include major milestones, completion time frames for each activity, and a complete schedule of events in narrative and chart form. The schedule will include, but is not limited to: delivery of equipment to the site, site preparation, site inspection, utility coordination, cable plant installation, equipment installation, software installation, system testing, training, cutover, and acceptance testing. The implementation schedule will detail the above items with assignments of responsibility, start dates, estimated duration, milestones, and interdependencies. An installation timeline that provides a high level overview of the implementation schedule from contract award to installation completion is included in this section.

System-wide installation and conversion is estimated to take 150 days, and includes site surveys, ordering of telephone facilities, installation and testing of call processing equipment, and conversion to the new system. The following timeline provides a more detailed account of the steps necessary to perform the system-wide installation.

Table IX-1. Inmate Phone Installation – System-Wide Activities.

Item	Description	Duration	Day
1	Formal contract award and execution	1	1
2	1st implementation meeting held	1-2	3
3	Obtain security clearances for site survey and install staff	2	3
4	Schedule site surveys - Group 1 (first 2 facilities to be installed)	1	3
5	Equipment orders placed for all facilities and the central server locations	2	7
6	Begin detailed site surveys - Group 1	2	5
7	Schedule site surveys - Group 2	2	5
8	Begin detailed site surveys – Group 2	1	7
9	Order access circuits for all ODRC sites	43	5
10	Build inmate PIN and attorney ANI data base	30	10
11	Begin pre-install activities for ICOP system	120	15
12	Schedule site surveys - Group 3	2	20
13	Begin detailed site surveys – Group 3	One day per site	27
14	Install and turn up primary and secondary central server equipment	10	35
15	2nd implementation meeting held	1	80
16	Deliver equipment to Group 1 sites	2	40
17	Begin installation - Group 1	10	45
18	Test and turn-up system - Group 1	10	55
19	Deliver equipment to Group 2 sites	40	65
20	Begin installation - Group 2	40	70
21	Test and turn-up system - Group 2	40	65
22	Deliver equipment to Group 3 sites	40	100
23	Begin installation - Group 3	40	105
24	Test and turn-up system - Group 3	40	110
25	Post cutover meeting	1	150
26	Installation and conversion complete	1	150

The following numbered paragraphs provide a detailed description of the tasks listed in Table IX-1.

1. **Formal contract award and execution:** ODRC and MCI WorldCom execute contract for ICOP and related services.

2. **First implementation meeting:** The first of several meetings held between ODRC staff, MCI WorldCom's account and project management team, and representatives from Global Tel*Link and Ameritech. The purpose of the first meeting is to establish an overall implementation plan, including a schedule for each site, and any special requirements.

3. **Obtain security clearances for site survey and installation staff:** MCI WorldCom and its teaming partners will provide the ODRC personal information for all team members who will perform on- site activities at an ODRC facility. MCI WorldCom assumes and agrees that all persons must obtain a security clearance from the ODRC prior to being allowed to enter any ODRC facility, and that the ODRC reserves the right to approve, disapprove, or suspend an individual's security clearance at any time at ODRC's sole discretion.

4. **Schedule site surveys - Group 1:** ODRC correctional facilities will be divided into three groups. Group 1 will consist of the first two correctional facilities identified by ODRC. MCI WorldCom will schedule site surveys for Group 1 locations with the ODRC.

5. **Equipment orders placed for all ODRC facilities and the central server locations:** MCI WorldCom will submit formal orders to the equipment manufactures (i.e. Global Tel*Link and PBG).

6. **Begin detailed site surveys - Group 1:** The MCI WorldCom implementation team will perform site surveys of the Group 1 ODRC facilities. The site survey team will include representation from MCI WorldCom, Global Tel*Link, and Ameritech.

7. **Schedule site surveys - Group 2:** MCI WorldCom will schedule site surveys of the Group 2 locations with ODRC.

8. **Begin detailed site surveys - Group 2:** The MCI WorldCom implementation team will perform site surveys of the 14 Group 2 ODRC facilities.

9. **Order access circuits:** MCI WorldCom will issue the necessary internal and external telephone access circuit orders to support the inmate phones, Wide Area Network (WAN) connections, and remote system dial-up lines for all ODRC facilities. The typical lead time for orders for digital access loops and frame relay WAN circuit connections is 30 to 40 calendar days, and 5 to 12 days for individual analog business lines.

10. **Build inmate PIN and attorney ANI data base:** MCI WorldCom will begin working with ODRC staff to identify and develop an automated process for entering exiting inmate data (e.g. names, ODRC ID numbers, telephone system PIN numbers, individual inmate recognized attorney telephone numbers) into the new ICOP system. MCI WorldCom will also work with ODRC staff to develop the procedure to be used to pre-record the inmate's name for future call announcement.

11. **Begin pre-install activities for ICOP system:** MCI WorldCom's installation and implementation team will perform pre-installation cabling and related activities to ensure sites are ready for ICOP equipment when it is shipped to the site. Ameritech's presence on the MCI WorldCom team provides the ODRC with the opportunity to accelerate conversion of the locations located within the Ameritech franchise territory.

12. **Schedule site surveys - Group 3:** MCI WorldCom will schedule site surveys for the Group 3 locations with the ODRC.

13. **Begin site surveys - Group 3:** The MCI WorldCom implementation team will perform site survey of the remaining ODRC facilities to obtain the detailed information necessary to complete the installation at each location.

14. **Install and turn up primary and secondary central server equipment:** MCI WorldCom's implementation team will receive the data base equipment for the primary and secondary central server locations and will perform the installation activities.

15. **Second implementation meeting:** A second implementation meeting will be held between ODRC staff, MCI WorldCom's account and project management team, and representatives from Global Tel*Link and Ameritech. The purpose on this meeting will be to review the completed installation and turn-up activities of the two central server sites and the first two ODRC facilities, and the current status of the detailed site surveys being performed on the other sites. The meeting will also provide an opportunity to discuss any significant issues that have been identified.

16. **Deliver equipment to Group 1 facilities:** The inmate call control system, inmate telephones, and associated hardware, software, and wiring materials will be delivered to the two Group 1 facilities.

17. **Begin installation - Group 1:** Installation activities begin for the Group 1 facilities.

18. **Test and turn-up system - Group 1:** After installation, MCI WorldCom will thoroughly test the system. Once the test and certification procedures are complete, the system will be available for ODRC acceptance and use. MCI WorldCom will hold an initial two-day user training class at each facility for ODRC staff. The class will meet for two full days during which time ODRC staff will receive hands-on training on the ICOP system's features and functionality. MCI WorldCom will provide training and system operations manuals to class participants. Please refer to Exhibit A of this section for a comprehensive test plan we will follow at each facility to ensure the system meets the requirements of the ICOP.

19. **Deliver equipment to Group 2 facilities:** The inmate call control system, inmate telephones, and associated hardware, software, and wiring materials will be delivered to the two Group 2 facilities.

20. **Begin installation - Group 2:** Installation activities will begin for Group 2 facilities. At this point, MCI WorldCom plans to have two to three installation and implementation teams deployed performing installation activities at two to three sites simultaneously.

21. **Test and turn-up system - Group 2:** After installation, MCI WorldCom will thoroughly test the system. Once the test and certification procedures are complete, the system will be available for ODRC acceptance and use. MCI WorldCom will hold an initial two-day user training class at each facility for ODRC staff. The class will meet for two full days during which time ODRC staff will receive hands-on training on the ICOP system's features and functionality. MCI WorldCom will provide training and system operations manuals to class participants.

22. **Deliver equipment to Group 3 facilities:** The inmate call control system, inmate telephones, and associated hardware, software, and wiring materials will be delivered to the remaining Group 3 facilities.

23. **Begin installation - Group 3:** Installation activities will begin at Group 3 facilities.

24. **Test and turn-up system- Group 3:** After installation, MCI WorldCom will thoroughly test the system. Once the test and certification procedures are complete, the system will be available for ODRC acceptance and use. MCI WorldCom will hold an initial two-day user training class at each facility for ODRC staff. The class will meet for two full days during which time ODRC staff will receive hands-on training on the ICOP system's features and functionality. MCI WorldCom will provide training and system operations manuals to class participants.

25. **Post cutover meeting**: A post cutover meeting will held between ODRC staff, MCI WorldCom's account and project management team, and representatives from Global Tel*Link and Ameritech. The purpose of this meeting will be to discuss additional ICOP system testing activities (if required) and ODRC system acceptance. The meeting will also provided a forum to identify any unresolved issues and establish a plan and time frame for resolution.

26. **Complete installation and conversion:** All activities—including installation, testing, inmate orientation, initial ODRC staff training, cutover and system acceptance—are complete.

Inmate Phone System Installation - Per Each Site

Many activities, such as training, will take place on a site level. Table IX-2 lists the activities that may be required to implement the ICOP at each of the ODRC's correctional facilities. The list includes steps that may or may not be performed at a particular site. Also, the time duration given is a conservative estimate, and may be longer than the actual time necessary to complete a given task.

Table IX-2. Inmate Phone Installation - Site Activities

Item	Description	Duration
1	Issue service orders	1
2	Order MCI WorldCom access circuits	1
3	Order WAN frame relay network access circuits	10
4	Site implementation meeting	1
5	System location requirements set	1
6	Call processing & recording equipment manufactured	60
7	Site survey completed	1
8	Site name branded announcement call recording developed	10
9	Cable installations scheduled	1
10	Employee security check	2
11	Establish conversion plan	3
12	Train facility staff	2
13	Develop inmate user information literature	5
14	Begin cable installation	2
15	Oversee TELCO installation	1
16	Equipment delivered to the site	1
17	Installation begins	5
18	Software installed and system programmed	3
19	System administrators trained	2
20	System testing and certification completed	2
21	System cutover	1
22	Final acceptance	30

The following numbered paragraphs provide a detailed description of the tasks listed in Table IX-2.

1. **Issue service orders:** Begins the installation process.

2. **Order MCI WorldCom access circuits:** Access circuits serving the inmate phones are ordered.

3. **Order frame relay network access:** Frame relay network access circuits that will connect the site to the WAN and central server locations are ordered. .

4. **Site Implementation meeting with facility staff :** MCI WorldCom's installation team will meet with facility staff to review installation activities required, and identify any escort requirements.

5. **System location requirements set:** This addresses the verification of where the facility ICOP equipment is to be located.

6. **Call processing and recording equipment manufactured:** The normal interval is 60 days.

7. **Site survey completed:** The site survey allows the MCI WorldCom implementation team to assess the specific needs of the installation. This may include additional cabling and other site preparations.

8. **Site name branded call announcement recording developed:** This refers to the recorded message heard by the called party which identifies that the call is coming from the state of Ohio <facility name>.

9. **Cable installations scheduled:** If needed, this is the cabling within the prison from the inmate call processor to the inmate phones.

10. **Employee security check:** MCI WorldCom will supply all information on employees and subcontractors who will participate on-site in the installation for the purpose of a security check and clearance.

11. **Establish conversion plan:** MCI WorldCom and Ameritech will establish a plan to ensure that conversion to the new service goes smoothly and without interruption of service.

12. **Train ODRC facility staff:** Each individual facility's employees who will be working with the system will be trained to operate the system.

13. **Develop inmate user information literature:** The information will provide instructions for using the new inmate phone system.

14. **Begin cable installation:** If required.

15. **Oversee TELCO installation:** If required. This is part of site preparation to assure that the installation and testing of the access circuits go smoothly.

16. **Equipment delivered to the site:** Equipment will be delivered directly to the facility via common carrier.

17. **Installation begins:** This includes phones, computers, frames, and other equipment.

18. **Software installed and system programmed:** This includes installation of the line cards and programming of the system.

19. **System administrator training:** System administrators will be trained to operate the system and the particular needs of the ODRC.

20. **System Testing and certification completed:** Refers to MCI WorldCom's installation team successfully completing a full system test and certification process to insure that all system features and functionality are operating correctly and are ready for system cutover. Please refer to Exhibit A of this section for a comprehensive test plan we will follow at each facility to ensure the system meets the requirements of the ICOP program.

24. **System Cutover:** Inmate phones are cutover to new ICOP system and test calls placed from each physical inmate telephone to assure that each is functional and operating correctly.

25. **Final acceptance:** Installation is complete and site ODRC staff takes charge of the system.

The project of installing a new inmate calling system throughout the ODRC involves several critical paths. The above schedules show examples of the activities and milestones for several critical paths for typical installations and cutovers. Actual critical paths for the cutover will be developed after the first implementation planning meeting.

Equipment for the ICOP will be ordered seven days after contract award, and will be assembled, tested, and shipped to the installation teams beginning 45 days after contract award. MCI WorldCom has a close working relationship with its equipment manufacturers (Global Tel*Link and PBG), and will work with them to ensure that the equipment is delivered in a timely fashion. MCI WorldCom will assume the risk of loss and/or damages during shipment, unloading, and installation for all the proposed equipment to be provided by MCI WorldCom. MCI WorldCom's service and installation technicians will be responsible for the removal of all packing crates, boxes, paper, packing materials, and all other extraneous materials at MCI WorldCom's expense.

The proposed inmate call control systems and all other related hardware, software, inmate telephones, and wiring necessary will be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of the ODRC. It is agreed that any delay in the schedule caused by ODRC personnel will increase MCI WorldCom's time allowed to cutover by the length of such a delay.

As the provider of the existing inmate call control and recording systems, MCI WorldCom and Ameritech will be responsible for the entire de-installation process of this equipment. This will simplify the implementation by only having to coordinate the removal and change out of actual inmate telephone station equipment.

Training on the ICOP system will initially be provided to ODRC staff at each facility as soon as MCI WorldCom's installation and implementation team has successfully completed system testing and certification procedures, and will continue

throughout the life of the contract. MCI WorldCom's initial training sessions will orient ODRC administrative and investigative personnel to the functions and capabilities of the ICOP. Follow-up training will be conducted as required, and new employee training sessions will be conducted periodically as the ODRC staff changes. Once the ICOP is operational, a Help Desk will be provided to answer any questions the ODRC may have concerning the system. Training will occur by site. As shown in Table IX-2, the duration of training for ORDC administrators will be approximately two full days per site. Please refer to Exhibit B for our proposed training plan. We will be happy to review the plan with ODRC to ensure the proper topics are reviewed at each facility.

MCI WorldCom and Ameritech have dedicated corrections market specialists who have extensive experience successfully installing and maintaining inmate call control systems. Upon contract award, MCI WorldCom will provide a dedicated implementation and installation team, including two dedicated project managers who will oversee all installation, testing, turn-up, and conversion activities. Each member of MCI WorldCom's installation team will adhere to and follow all related ODRC policies and procedures. They will also see that all activities are performed in such a manner that any disruptions are minimal, and that installation and cut over time frames are met.

Exhibit A Test Plan

LAZERPHONE Installation Checklist – L1

I: Facility Pre-Installation Work

Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Check - LP Station Blocks Mounted.			
Check – All inmate housings (stations) are in place and operational.			
Check – Create and/or verify Station ID list with Punch work using LP PIKA punch down document. (Be ready to punch the stations in this order.)			
Check – T1's are in place and operational. Smart jack(s) or cable(s) located where LazerPhone cabinet will reside.			
Check – Proper power outlets supplied (2 – 110VAC 20A dedicated circuits on generator power, MANDATORY) – floor space adequate, environmental requirements met.			
Check – Network connection in place for LazerPhone System cabinet from MCI Network to LazerPhone System. (CAT 5 UTP)			
Check – Network connection in place for LazerPhone Workstation from LazerPhone System cabinet to workstation. (CAT 5 UTP) Mount wall jack at W/S and terminate at jack. No termination at LP system cabinet. Leave 30' cable at LP system cabinet.			
Check – Analog backup line in place at LazerPhone System cabinet. Analog line terminated in surface mount wall jack. Line tested and labeled.			
Check – Manual cut off switches in place?			

II: LazerPhone Field Upgrade (Optional)

Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Remove existing LazerPhone recorder computer(s) from the cabinet.			
Mount new LazerPhone controller computer in the cabinet where the old recorder was located.			
Add LazerPhone power supply to the cabinet. Run power cable from P/S to POTS cards on controller			
Upgrade Operating System and software on ASR's, Mass Storage, and Workstations.			

III: Physical Set-up

Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Check – UPS is fully charged and operational. (plugged in)			
Check – Cabling from LP Rack to station punch blocks via 25' WIP cable(s).			
Check – T1's are connected to T1 cards in the LP system rack. From smart jack to back of LP Controller. All cables labeled and properly secured.			
Check – Set up LP workstation in predetermined location. Connect all peripherals and all cables labeled and properly secured.			
Check – Connect network cable to workstation. Use patch cord to connect W/S to jack.			
Check – Controller – Connect MCI network to LazerPhone hub.			
Check – Analog backup lines has been tested and hooked to LP controller. Perform dial-up test (access number will be supplied) and verify modem tone.			

IV: Power Up

Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Test – LP System – Perform start-up test and confirm all machines start up correctly.			
Test – LP System – UPS test (utilize UPS test switch and confirm system stays on)			
Test – Start up workstation and confirm proper startup and that network can be seen			
Test – LP workstation – UPS test (utilize UPS test switch and confirm system stays on)			

V: Software Check & Tests

Tests and Checks Performed	Checked ✓	Techs Initials	Date
Check – All computers for correct name and IP address. Check/Verify correct IP and Subnet Mask and Default Gateway.			
Check – All computers – Network properly installed and working.			
Check – All system clocks are updated properly.			
Check – Mass Storage Computer – Check/Verify the stripe set is intact and can be read from and written to. Check network connection (can see other PC's).			
Check – ASR computer – Check/Verify ASR settings are correct and module is operational. Check network connection (can see other PC's).			
Check – Controller – Verify the proper operation of the software modules. (KERNEL, CALLPROC, IV, SMDR Manager, Rasassis, REGMOD, LPMig32-Migration, LPHouse-Housekeeping.)			
Check – Controller – Verify ISP information for the following: GLOBAL (backup validation) and test.			
Check – Controller – Configure or Verify Inmate Stations. Use LPMS.			
Check – Controller – Configure or Verify Trunk settings (T1).			

Tests and Checks Performed	Checked ✓	Techs Initials	Date
Check – Controller – Housekeeping set to contracted days. (365 Days for all ADC and DCP systems).			
Test – Workstation – Test LPMS, test Read-Writable CD ROM device, tape deck, print test page.			
Check – Facility PIN swap over			
Test – Make test calls from station blocks.			
Check – Facility branding.			

GLOBAL FSE _____ **DATE**_____

GTL Project Mgr _____ **Date**_____

MCIW PROJECT MGR _____ **DATE**_____

LazerPhone Cut-over/Acceptance Checklist – L2

Tests and Checks Performed	Checked ✓	Tech's Initials	Date
Re-verify system functionality by performing a few test calls.			
Perform Station cross connect punch work – verify stations are operational.			
Test – Restart and confirm all modules start.			
Test – Make test call from each station, verify voice prompts and dial test number – Check facility branding.			
Test – LP Workstation – Use LPMS, lock a few files and attempt to retrieve them.			
Test – Call Search.			
Check – Calls for proper start/stop, origination, destination, PIN numbers.			
Check – Verify each type of call (Local, Intra-LATA, Inter-LATA, Inter State.			
Check – All ASR engine settings are current.			
Check – Verify that Key Word Search is working.			
Check – Calls are being scanned by ASR. (Are any showing up a color?)			
Test – Perform live monitoring.			
Test – Perform dial up live monitoring.			
Test – Printing reports to printer.			

GLOBAL FSE _____ DATE_____

GTL Project Mgr _____ Date_____

MCIW PROJECT MGR _____ DATE_____

Exhibit B Training Plan

Plan Objective

The purpose of this Training Plan is to describe the inmate telephone system training that the MCI WorldCom Team will deliver under the ICOP. This plan sets forth MCI WorldCom's methodology for providing comprehensive training that includes hands-on demonstrations of the equipment and services offered under the contract.

In addition to this Plan Objective, the main components of this Training Plan are:

- Training Audience
- Training Activities and Responsibilities
- Training Schedule and Locations
- Deliverables
- Training Costs.

TRAINING AUDIENCE

Table Exhibit B-1 is a summary of the training that MCI WorldCom will provide for the ICOP, including who will receive the training, what type of instruction will be offered to each trainee group, the general topics that the training will encompass, the anticipated number of participants in each training session, and the approximate duration of each training session.

MCI WorldCom will provide comprehensive training for all personnel deemed necessary by the State. The training content and time frames for each group will be coordinated with ODRC staff to ensure that each group and functional organization is trained on the system functions associated with their job functions. All training will be held at each ODRC facility following successful system acceptance testing and final system delivery.

Table Exhibit B-1. ODRC Program Training Summary

Trainee Group	*Type of Training*	*General Topics To Be Covered*	*Approximate No of Participants/ Session*	*Approximate Duration of Each Training Session*
Custody Staff	Inmate Telephone System (ITS) Training Refresher Training as needed	Appropriate equipment and system features Overview of the entire system Software/hardware upgrades Trouble handling/service provisioning overview Additional options and features upon contract modification	~ 20	Two 2-hour sessions
Investigative Services Unit and Site Tele-communications Liaison Staff	ITS Training Refresher Training as needed	Appropriate equipment and system features Overview of the entire system Software/hardware upgrades Trouble handling/service provisioning overview Additional options and features upon contract modification	~ 8	4 hours

Trainee Group	*Type of Training*	*General Topics To Be Covered*	*Approximate No of Participants/ Session*	*Approximate Duration of Each Training Session*
Law Enforcement Investigative Unit Staff	ITS Training Refresher Training as needed	Appropriate equipment and system features Overview of the entire system Software/hardware upgrades Trouble handling/service provisioning overview Additional options and features upon contract modification	~ 5	4 hours
Central Office Staff	ITS Training Refresher Training as needed	Appropriate equipment and system features Overview of the entire system Software/hardware upgrades Trouble handling/service provisioning overview Additional options and features upon contract modification	~ 15	4 hours

TRAINING ACTIVITIES AND RESPONSIBILITIES

The MCI WorldCom Team will respond to all requests by ODRC for training on the equipment and services provided under the Contract. The MCI WorldCom Team will provide the following types of training:

1) Inmate Telephone System (ITS) training on the equipment and systems at the time of installation at each ODRC facility

2) Refresher training for current staff or to accommodate training needs resulting from staff changes or software and hardware updates.

While MCI WorldCom, as prime contractor, bears overall responsibility for the delivery of high-quality training and ancillary training materials, actual training activities on the LazerPhone platform will be accomplished by MCI WorldCom and Global Tel*Link.

The State of Ohio, working with MCI WorldCom, will determine the times and locations of the refresher and operator training for the respective institutions and central site(s) for each installation. The ODRC will make on-site space available to MCI WorldCom for the training sessions.

TRAINING ACTIVITIES

The MCI WorldCom Team will provide three types of instruction for the ICOP as described below.

ICOP Training

MCI WorldCom will conduct personalized training designed to address the specific requirements of the requesting department. For example, a personalized training session designed to meet the unique requirements of the ODRC could include:

- A demonstration of the security and fraud prevention features provided with Global Tel*Link's LazerPhone platform
- The operating procedures of the inmate monitoring equipment provided to all institutions
- A demonstration and description of the features and benefits of Global Tel*Link's LazerPhone inmate recording equipment

- A demonstration and description of the features and benefits of the audio monitoring equipment
- Customer service trouble reporting and escalation procedures.

MCI WorldCom will provide comprehensive training for all personnel deemed necessary by the State. The training content and time frames for each group will be coordinated with ODRC staff to ensure that each group and functional organization is trained on the system functions associated with their job functions. Each interactive training session will last no more than four hours.

The trainers will arrive on site for training immediately following system installation. They will use the LazerPhone equipment installed at each facility as the training tools. The LazerPhone User's Manual Live PC Demonstration will make use of the LazerPhone system that is installed. Actual ODRC data captured by the system will be used to enhance the training environment.

The training sessions will cover the following topics for the LazerPhone platform:

- **Basic Features:** phone settings, system settings, PIN administration, blocking features, on/off phone settings, system shutdown, and restoration procedures. This portion of the training will ensure that the trainees have a fundamental understanding of the operation of the system.
- **Call Detail Reporting Features:** reports by frequently called number, hot number alert lists, destination number, origination number, and three-way call attempt reports. Selected personnel will receive training on how to generate customized reports.
- **Recording and Monitoring:** investigative information gathering from the LazerPhone data and live monitoring features, including recording, playback, and keyword search. This portion of the training, along with the training on the system's reporting features, will provide the elements required for a complete investigation.
- **Technical Support:** a complete discussion of the technical support procedures for the LazerPhone, including after-hours outage reporting, remote upgrading, software manipulation, service, and maintenance. This portion of the training will include a question-and-answer period.

MCI WorldCom's trainers will answer any questions that facility personnel may have and perform demonstrations with individual participants or during the scheduled group training sessions.

REFRESHER TRAINING

Follow-up training sessions with ODRC investigators and/or designated ODRC personnel will be conducted twice annually. At a minimum, MCI WorldCom recommends that training sessions occur during selected statewide meetings of ODRC investigators. The ITS refresher training curriculum will be the same as the training that was delivered at the time of system installation, and will include additional training on any system feature enhancements released. The refresher training sessions can, however, be tailored for each audience to ensure the most appropriate topics are covered.

All training personnel will be certified by Global Tel*Link on the operation and functions of the equipment and systems for which they deliver training. They will have completed a training certification program that includes building, installing, and configuring systems. As new features are made available, the trainers and their curricula will be updated to ensure all users are trained on the current LazerPhone platform. The Global Tel*Link training staff has 15 years of combined experience in hands-on system training.

TRAINING SCHEDULE AND LOCATIONS

ICOP training will take place at each site upon conclusion of the installation of the equipment. As stated above, the State of Ohio, working with MCI WorldCom, will determine the times and locations of the refresher and operator training for the respective institutions or central site(s) for each installation. All training will be provided in the State of Ohio. ODRC will make on-site space available to MCI WorldCom for the training sessions.

DELIVERABLES

In addition to the delivery of the actual hands-on training, the MCI WorldCom Team will deliver as part of its training responsibilities such materials as:

- User manuals - The LazerPhone user's manual is a comprehensive guide to the functions and features of the ITS. This instructional manual includes complete descriptions of each menu available in the system. The MCI WorldCom Team will provide as many manuals as requested by the facility.
- Class handouts, including step-by-step instruction sheets
- Wallet-sized reference cards
- Desktop guides
- Internet web addresses for vendor documentation and associated technical literature on inmate telephone system provided by the MCI WorldCom Team under the ODRC Program.

Actual training deliverables will be based on the type of training and the specific training needs at each site.

TRAINING COSTS

The MCI WorldCom Team will provide training to the State for the ICOP Program at no additional cost, including any costs associated with:

- Travel to and from the training sites by MCI WorldCom employees and contractors
- Handouts and other training materials.

SECTION X

MAINTENANCE PLAN

X.1 Maintenance Plan

4.11 Maintenance Plan

The Proposal shall include a detailed description of its maintenance service process and options. Important information includes, but is not limited to:

1. Response times.

MCI WorldCom's ICOP Account Team will support maintenance activities. Our Project Manager, Mr. Tracy Stewart, and two dedicated Field Service Managers will be responsible for directing and managing all maintenance and trouble resolution activities of the inmate telephones, telephone access circuits, inmate call control, and recording systems. Our ICOP Team will also be responsible for training facility staff and other ODRC personnel and overseeing software updates. The MCI WorldCom ICOP Project Manager and Field Service Managers will be located within the state of Ohio, primarily out of the MCI WorldCom Dublin, OH office, and will be immediately available for all service-related issues and system user assistance. MCI WorldCom has additional account team personnel responsible for supporting ODRC, who will work with and assist the managers to meet the needs of ODRC. The MCI WorldCom ICOP Team is described in proposal Section VIII.

MCI WorldCom will provide the ODRC with a toll free telephone number to MCI WorldCom's Global Technical Service Center (GTSC). The GTSC, available 24 hours a day, 365 days a year, will be the ODRC's primary point of contact to report troubles and request technical support. When the GTSC receives a call, a Service Inquiry (SI) ticket will be opened and the ticket number will be provided to the ODRC for tracking purposes. Depending on the nature and severity of the trouble, MCI WorldCom will begin resolution efforts immediately. GTSC will dispatch a maintenance technician to the ODRC facility for any troubles related to the on-premise equipment, the local access circuits, or MCI WorldCom network services.

MCI WorldCom will respond to all major emergencies within one (1) hour and within four (4) hours for routine service. The technician will be on site within four hours for major emergencies and within 12 hours for routine service. MCI WorldCom will complete repairs or install replacements within eight hours of notification of a

major emergency and within 24 hours for routine service events. As the prime contractor, MCI WorldCom assumes complete responsibility and liability for resolving any and all troubles related to the ICOP and related services contract.

The ODRC can also report troubles to the MCI WorldCom ICOP Team. Once contacted, the team will open a SI ticket with the GTSC. The SI ticket will provide ODRC and the team managers with a tool to monitor, track, and escalate resolution activities as necessary.

Augmenting manual trouble ticket reporting is a self-diagnostic capability of the LazerPhone platform. The ICOP will perform continuous on-line diagnostics and system supervision activities, and will featureslocal, remote off-line system control access for advanced programming and diagnostics. If a malfunction occurs, notification will be sent (via alarm and/or pager) to MCI WorldCom's ICOP Project Manager, as well to key Global Tel*Link personnel. After notification, a technician will be able to remotely access the system via the WAN connection or via dial-up modem to investigate and correct the malfunction. If the trouble cannot be corrected remotely, and a technician is required at the site, an SI ticket will be opened with the GTSC and a technician will be dispatched.

The LazerPhone system has been designed to provide comprehensive on-line and remote diagnostics, programming, polling, and system alarm reporting. The system's online self-diagnostics will be performed every two minutes, 24 hours a day, 7 days a week. In the event that a component fails a self-diagnostic check, the LazerPhone system will automatically create a trouble ticket in the form of a system-generated e-mail message. This e-mail message will be sent immediately to MCI WorldCom and Global Tel*Link without requiring intervention by ODRC personnel.

In the event of a critical failure, the system will automatically insert the word "critical" into the body of the e-mail. The Technical Support Team system will automatically scan all e-mails for the word "critical." If this word is detected in the body of the e-mail, the Technical Support Engineer assigned to the ADC will be notified via pager on a 24-hours, 7-days-a-week, 365-days-a-year-basis that a critical error has occurred.

The system will also sound an audible alarm if there is a system error and automatically send an e-mail message to the LazerPhone remote support team and to any other authorized individuals that each ODRC facility identifies. As an added preventive feature, the LazerPhone Management Control Center, located in Mobile, Alabama, will communicate with all LazerPhone system installations on a daily basis. Daily performance-level reports, which measure such elements as number of completed calls, number of call attempts, daily revenue, and number of validation attempts will be used to identify problems.

The Management Control Center will compare this data against a sophisticated measurement model it has built from historical data gathered from the LazerPhone customer base. Thresholds that are exceeded or fall short of expectations will be flagged and reported daily to the Technical Support Team. The measurement model can be adjusted on an installation-by-installation basis to ensure accurate problem reporting. A problem usually will be detected and resolved before the ODRC facility is aware of it.

The ICOP will generate specific alarms for problems with the system, equipment, and overall operations. Alarms automatically generated by the ICOP are assigned to one of the following three groups, according to the type of problem identified.

Type 1 Alarms: Each ICOP system has "OpenView" NNM operating software that continuously monitors all hardware devices and definable software for problems. This includes all user workstations, the site call processors, UPSs, network hubs, network routers, the two central data base servers, etc. MCI WorldCom's NOC Group and Global Tel*Link's Network Operations Center monitor type 1 alarms.

Type 2 Alarms (SNMP Traps): These alarms are generated from the actual devices included in the Type 1 alarms, but will identify specific problems like a UPS power failure. Type 2 alarms instantly generate messages that are routed to MCI WorldCom's NOC and Global Tel*Link's Network Operations Center.

Type 3 Alarms: These are "critical" and "severe" errors generated by the site call processors and are sent to Global Tel*Link's Network Operations Center through the frame relay network connected to each ODRC site and to the central database systems. Type 3 alarm errors include routing failures, hard drive errors, and problems with database access, inmate telephones, or data access circuits.

When a service-affecting event is detected, whether by the ODRC or through MCI WorldCom's proactive monitoring, an SI ticket is opened. The SI ticket contains a complete description of the service issue and is used to transfer information between the GTSC and MCI WorldCom and its teaming partners responsible for testing and repair. Information contained in the SI ticket includes:

- Description of the problem
- Diagnostic test results
- Resolution information.

During the resolution process, the GTSC will retain ownership of the SI ticket. The GTSC's responsibilities include:

- Notify the ODRC (if ticket opened as a result of proactive monitoring) and the MCI WorldCom ICOP Team personnel
- Direct timely resolution, including exchanging tickets with Ameritech and Global Tel*Link, as required
- Perform escalations as required to ensure timely resolution
- Provide ODRC and MCI WorldCom ICOP Team with regular status reports
- Close ticket after the ODRC confirms that trouble has been resolved.

MCI WorldCom's Terminal Technicians in conjunction with Ameritech, and in accordance with established internal field operations procedures, will handle all referrals to Local Exchange Carriers (LECs). In all referral cases, the GTSC will track the trouble to resolution.

SI tickets are assigned priority levels depending on the impact and degree of outage or trouble, as shown in Table X-1.

Table X-1. Trouble Ticket Priority Levels.

Priority Level	Clearance Objective	Description
Priority 1	4 hours	The highest priority level, this classification indicates a loss of service, or serious impairment to service, which can not be circumvented. Examples: *Circuit outages *A location that has loss of service affecting greater than or equal to 50% of total service *High error rates or disconnects of calls *Inability to complete calls to or from a particular location
Priority 2	8 business hours	Indicates an impairment that is not service affecting or is circumventable. Examples: *A location with less than 50% total service effected *Switched access issues pertaining to connectivity
Priority 3	24 business hours	Indicates a non-service affecting issue such as a single, non-circuit-specific quality event.
Priority 4	72 business hours	Indicates a non-service affecting issue such as an informational ticket or a ticket opened for monitoring circuits with no current impairments.

Escalation Process

Priority 1 tickets are monitored and evaluated for escalations at the time intervals shown in Table X-2.

Table X-2. Escalation Intervals for Priority 1 Tickets.

INTERVAL (Hours:Minutes)	ACTION
0:55	The Technical Service Specialist (TSS) will ensure that the P1 Service Inquiry has been tested and isolated. If this isolation has not occurred, escalation is performed.
1:55	The TSS reviews the P1 service inquiry to ensure the isolation process has been completed and a resolution is underway. If this has not occurred, escalation is performed.
Hourly, until resolution	The TSS reviews the P1 service inquiry each hour until the ticket has been closed. The TSS has the authority to make escalations if sufficient progress is not being made. At this point, sufficient progress is considered as a fix at hand.

Priority 2 & 3 tickets are escalated according to the intervals shown in Table X-3.

Table X-3. Escalation Intervals for Priority 2 and 3 Tickets.

Management Level	Priority 2	Priority 3
Supervisor	4 hours.	24 hours.
Manager	8 hours.	26 hours.
Sr. Manager	10 hours	28 hours.
Director	12 hours.	36 hours.
Vice President	16 hours.	N/A

Priority 4 tickets are not subject to the escalation process.

Chronic Troubles. SI tickets are also used to identify recurring service issues reported against the same service element (such as a circuit or route). A recurring service issue is defined as "chronic" when three or more SI tickets are opened on the same service element within a rolling, 30-day period.

Once identified, a chronic SI ticket is opened to address the issue in a manner designed to determine its root cause. This activity may involve extensive testing, review by a second level support group, and other actions deemed appropriate to ensure resolution.

Data Test Center and Proactive Monitoring. The Data Test Center (DTC) directs and coordinates diagnostic activities in support of installation and maintenance of private digital and analog services. The DTC uses network performance monitoring equipment to identify and either correct deficiencies or refer service issues to the appropriate organizations for repair.

MCI WorldCom's Proactive Monitoring Group is aligned with the DTC and monitors T1 voice and data circuits. The Proactive Monitoring Group will notify the GTSC whenever an outage or service impairment is detected.

Performance Objectives. Table X-4 details GTSC's performance objectives. The objectives are closely monitored for compliance, and are designed to ensure that MCI WorldCom's customers can easily report system troubles.

Table X-4. GTSC Performance Objectives.

Element	Objective
TSS Availability	24 hours per day 365 days per year
Average Speed of Answer (ASA)	10 Seconds
Answer Time	80% answered within 10 seconds
Escalation	95% on-time intervals
Customer Statusing	2 hour interval
(Priority 1 tickets)	97% on-time by GTSC
Chronic Ticket Percentage	Not to exceed 3% of total tickets per month
MCI WorldCom Project Managers and Account Team Notification	Within 15 minutes of Priority 1 ticket generation

2. *Locations of maintenance facilities.*

MCI WorldCom and its partner, Global Tel*Link have maintenance facilities located in Columbus, Dublin, Waynesville, and North Royalton, OH. Ameritech has maintenance locations in Columbus, Uniontown, Dayton, and Cleveland, OH. MCI WorldCom and Global Tel*Link will be responsible for maintaining the inmate call processing and monitoring and recording equipment at all ODRC facilities (even those in Ameritech franchise territory). MCI WorldCom and Ameritech will maintain the inmate telephones, station cabling, and inmate communications access lines at all ODRC correctional facilities.

3. Spare parts warehousing locations and availability.

MCI WorldCom will warehouse and maintain spare parts such as, telephone handsets, dial pads, hook switches, 48-volt power supplies, etc., for each component of the ICOP system in Dublin, Ohio. In addition, each maintenance technician will carry a spare part kit to minimize downtime. MCI WorldCom's equipment vendors, Global Tel*Link and PBG, will also warehouse and maintain a complete inventory of available spare and replacement parts and components. If a necessary repair component cannot be obtained from MCI WorldCom's inventory, MCI WorldCom will locate the necessary component and, if possible, have it shipped over-night to the nearest maintenance location or ODRC facility.

4. A copy of the service reports.

MCI WorldCom uses a customized mainframe-based trouble reporting and ticket system to closely track, monitor, and manage the trouble resolution process. MCI WorldCom maintains two national Global Technical Service Centers, one located in Cary, NC, and the other in Sacramento, CA. These centers provide complete redundancy. In the event that one of the centers is taken off-line, customer calls would automatically be routed to the other GTSC center.

Figure X-1 shows a sample of a trouble ticket report that would be used to document a maintenance call.

```
TKT: 9812290000830      TRB: 350  PRI: 1   SVC:        PROD:
CUS NAME: WIDOC/MOBERLY
RPT BY: KEN/X372/TKT# 9646
CALL BACK #: 660-263-3778

REMARKS

01 P5CXG6                                                              12/29 14:53
02 P5CXG6                                                              12/29 14:53
03 P5CXG6 ALL HOUSING UNIT AT THE MOBERLY CORRECTIONAL ARE HAVING      12/29 14:59
04 P5CXG6 PROBLEM WITH INMATES CALL CONTROL SYSTEMS.                   12/29 14:59
05 P5CXG6 ..                                                           12/29 14:59
06 P5CXG6 CALLING SHAWNTECH ATT...TO OPEN TKT...AND TO HAVE TECH       12/29 14:59
07 P5CXG6 DISPA AT SITE...                                             12/29 14:59
08 P5CXG6 CRIS/GLR                                                     12/29 14:59
09 P5CXG6 ..                                                           12/29 14:59
10 P5CXG6                                                              12/29 14:59
11 P5CXG6                                                              12/29 14:59
12 INTRVL   STA=0000:55   INTERVAL ID: NO-ESC1                        12/29 14:59
13 INTRVL   E1=0480:00/E2=0480:00/E3=0480:00/E4=0480:00/E5=0480:00     12/29 14:59
14 P5CXG6 ..                                                           12/29 15:01
15 P5CXG6 SHAWNTECH TKT # 9646                                         12/29 15:01
16 P5CXG6 TKT WILL BE REFERRED BACK TO WAR ON 98/12/30 AT 15:04        12/29 15:04
17 K4BBS5 **** TICKET ASSIGNED TO D7VYD0 LOC:  SWL ****                12/30 14:55
18 K4BBS5 TKT WILL BE REFERRED BACK TO SWL ON 99/01/06 AT 15:56        12/30 15:56
19 K0GMB0 .                                                            12/30 18:37
20 K0GMB0 SPOKE WITH CUS AND SHE ADV THAT THIS IS DUE TO A CABLE CU    12/30 18:37
21 K0GMB0 T AND THEY ARE DWN..CUS IS ON A GENERATOR...SHE ADV THAT     12/30 18:37
22 K0GMB0 THE TECH IS ON SITE ATT AND SHE ADV THAT SHE WILL C.B AND    12/30 18:37
23 K0GMB0 ADV THAT SHE WILL C.B AND ADV WHEN IT IS OK TO CLT...GERM    12/30 18:37
24 K0GMB0 AINE.SWL.992-2226                                            12/30 18:37

DATA: TRO FNCT: DIS REM  KEY1: 9812290000830 2: 0001        3: ALL

END OF DISPLAY
```

Figure X-1. Trouble Ticket/Report Example.

5. A description of the Bidder's service dispatch and management system and how and when technical support is obtained from the manufacturer, if the Bidder is not the manufacturer.

All service related troubles, whether reported by the customer or proactively identified by MCI WorldCom's operations staff, are entered into MCI WorldCom's internal mainframe-based Trouble Management System (TMS). The TMS will automatically assign a unique trouble ticket number for trouble resolution tracking and reporting purposes. A customized feature with MCI WorldCom's TMS is the ability to tie internal circuit IDs or customer account names to a customer profile used by MCI WorldCom's GTSC representatives. This customer profile will enable GTSC staff to quickly assist callers from the ODRC, and will provide ODRC-specific contact information and trouble resolution procedures. The GTSC will use this information to

contact the appropriate service managers and the MCI WorldCom ICOP Team. The trouble resolution procedures will also help the GTSC identify the type of problem (call processor, inmate phone, network, etc) and refer the ticket to the appropriate party (Ameritech, Global Tel*Link, etc).

An example of a customer profile that MCI WorldCom might maintain for ODRC is shown in the Figure X-2.

TKSC103 **CUSTOMER GROUP DATA** **JAN 4, 1999 06:30 GMT**

GROUP ID: 30DCOH **GROUP NAME:** ODRC, OHIO DEPARTMENT OF CORR.

GROUP STATUS: ACTIVE ------ **NUM OF MCI LINES** ------

STATUS DATE: 01/01/1999 **PRIVATE:** **8XX:**

HOME DIV: 30 **WATS:** **DATA:**

NATIONAL ACCT: YES **TYPE:** GOVERNMENT **PRISM:** **OTHER:**

MAJOR ACCT: NO **VNET:**

ALERT: NO **EXPIRES:** **CORP IDS:**

MCI NATIONAL ACCOUNT CONTACTS

TITLE	BUSINESS PHONE	HOME PHONE
TS1 TRACY STEWART PIN#1568842	TSM/GOVN'T 0087908515	3142306603

REMARKS: STATE OF OHIO DEPT OF REHAB AND CORRECTIONS, INMATE COLLECT CALLING W ON-PREMISE CALL CONTROL/PROCESSING AND RECORDING EQUIPMENT. MCIW RESPONSIBLE FOR ALL CPE (TELEPHONES, TDD, CALL PROCESSORS, RECORDERS). PAGE/NOTIFY AND STATUS TSM ON ALL P1 TICKETS AND ALL P2-3 OPEN TICKETS OLDER THAN 12 HOURS. FOR REPAIRS TO THE PHYSICAL INMATE TELEPHONES/INSTRUMENTS CONTACT AMERITECH INMATE SERVCIES @ 800-984-8800. FOR ALL INMATE CALL PROCESSING AND RECORDING/MONITORING EQUIPMENT ISSUES (INCLUDING ROUTERS), ALL FACILITIES, CONTACT GLOBAL TEL @ 800- 257-8566. FOR ADDITIONAL INFO REFER TO OHIO DOC PROFILE ON WEBSTER WEB SITE.

DATA: CGR FNCT: N **KEY1:** 30DCOH **2:** **3:**

Figure X-2. Sample TSM Customer Profile.

A more detailed customer profile, along with specific account trouble handling procedures and isolation assistance tips, will be available to GTSC and network operations staff via an internal web site.

As soon as the GTSC contacts the appropriate maintenance vendor or equipment manufacture regarding a reported or detected trouble, an exchange of SI ticket numbers will occur for resolution and tracking purposes.

The system maintenance responsibilities of the MCI WorldCom ICOP Team have been broken down as follows:

- Ameritech will maintain the inmate telephones, station cabling, and inmate communications access lines for all ODRC institutions.
- Global Tel*Link and MCI WorldCom will maintain the inmate call processing and monitoring and recording equipment at all ODRC facilities.

A typical trouble reporting and resolution flow is shown in Figure X-3, and described below.

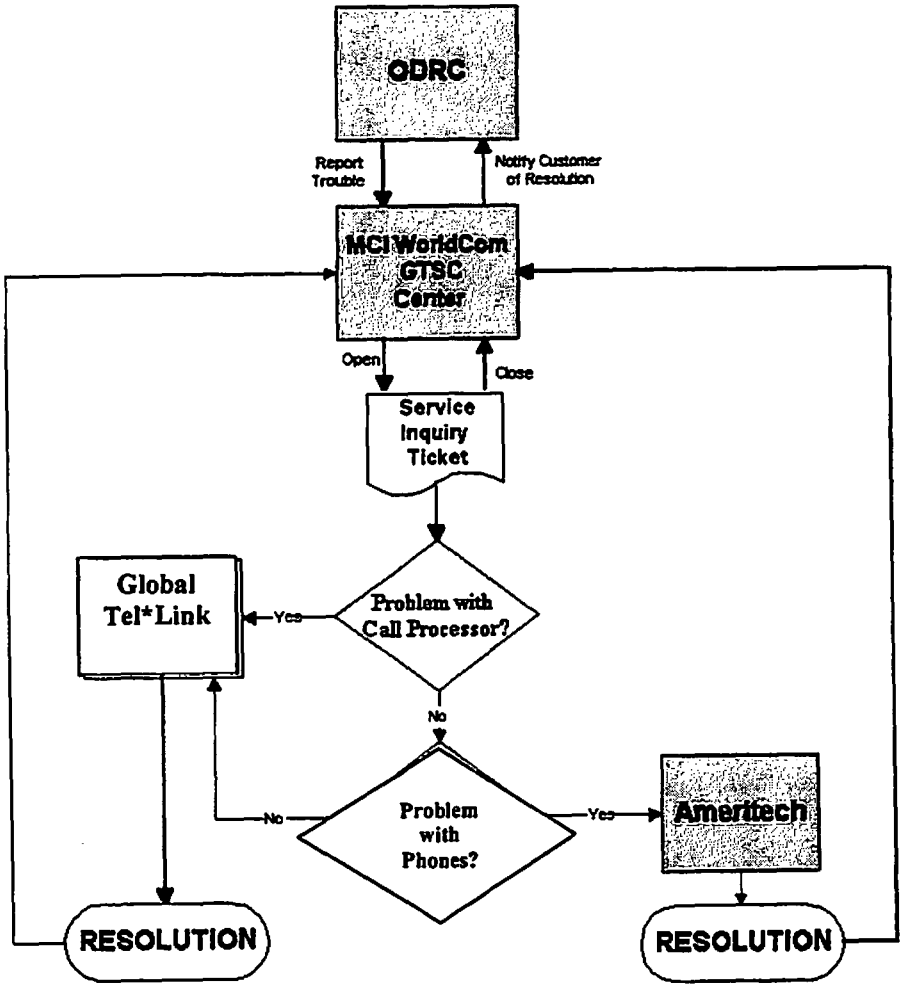


Figure X-3. Trouble Reporting and Resolution Flow.

Once the problem is reported, the GTSC will analyze the information provided by the ODRC facility and determine which organization should be notified. For example, the GTSC will contact internal MCI WorldCom support organizations if we are experiencing network related problems. If the reported trouble is simply a broken inmate telephone, the problem would be directly referred to Ameritech. All other troubles related to the inmate call processing and recording and monitoring equipment will be referred to Global Tel*Link. If the problem is referred to Global Tel*Link, they will attempt to remotely dial in to the equipment to perform a preliminary diagnosis and, if possible, repair. If required, Global Tel*Link will contact MCI WorldCom to recommend that we dispatch a Global Tel*Link or Ameritech field technician depending upon the problem. MCI WorldCom will maintain maintenance and technical support agreements with Global Tel*Link and Ameritech for the term of this contract.

SECTION XI

FINANCIAL OVERVIEW

XI.1 Financial Overview

4.12 Financial Overview

The Proposer shall submit a collect only Commission Percentage Rate for the ICOP under the following terms and conditions:

1. The percentage of revenue dollars generated by the ICOP while operating in a collect only mode that will be paid to ODRC during the term of the Contract. No change in this commission percentage (lower or higher) shall be made without the express written agreement of the ODRC.

MCI WorldCom's proposed Commission Percentage Rate will be fixed for the life of the contract and can only be changed with the written consent of the ODRC. MCI WorldCom is proposing several alternatives for ICOP calling rates and surcharges with varying Commission Percentage Rate offerings. These financial offers are included in Attachment 8.

The proposed offerings are designed to give the ODRC the flexibility to choose a Commission Percentage Rate based on various end user rate structures. MCI WorldCom's financial offers also provide the ODRC the ability to maintain end user rates at their current level, or introduce modified end user rate structures. End user rates could be enhanced to minimize or eliminate remote call forwarding from special telephone lines within the local calling area of a prison facility. Some of the alternative rate structures being proposed introduce per minute usage charges for local calling, thus eliminating financial incentives and unauthorized passing of inmate calls to other carriers (as defined in Section 5.2.18).

Four of MCI WorldCom's financial offers include options to introduce usage per minute charges for local calling while reducing other intrastate call types such as intraLATA toll and interLATA. This approach more fairly allocates the cost of providing service to all called parties. The costs associated with local, intraLATA toll, and interLATA call types are virtually the same for ICOP calling as proposed by MCI WorldCom. The proposed ICOP calling system utilizes the same advanced calling platform and network services for all call types.

In summary, the MCI WorldCom financial proposals found in Attachment 8 can be viewed as examples of the pricing flexibility of MCI WorldCom and our desire to develop a rate and commission structure that is in the best interest of the ODRC and the rate paying end users. Additional rate and commission structures can be provided, if desired and requested by ODRC.

2. *The commission revenue paid to ODRC shall be based on gross revenue. Gross revenue is defined as revenue for all accepted calls without exception. The Proposer shall not deduct fraudulent, uncollectible or unbillable calls from the gross revenue prior to applying the commission percentage rate for the ODRC.*

MCI WorldCom will calculate and pay commissions on gross revenues. The calculations of Commissionable Revenue will mirror the existing agreement between the ODRC and MCI WorldCom. Commissionable Revenue is revenue of MCI WorldCom from Noncoin-Sent Paid Calls generated by Premises Telephones handled by MCI WorldCom Operator Services and carried on MCI WorldCom's network, excluding: (i) taxes; (ii) credits; (iii) any amount MCI WorldCom collects or otherwise pays to third parties in support of programs mandated by governmental or quasi-governmental authorities, such as the Universal Service Fund (USF) and the Primary Interexchange Carrier Charge (PICC). Please see Attachment 8 for MCI WorldCom's Commission Percentage Rate offerings.

3. *A check for the commission amount shall be sent to the ODRC no later than 45 days after the close of the billing month. For example, a commission check for calls made during April will be forwarded to the ODRC no later than June 15th.*

The monthly payment for the commission revenue fee will be made to the ODRC no later than 45 days after the close of the billing month. For example, a commission check for calls made during April will be forwarded to ODRC no later than June 15th.

4. *A summary report shall be provided with each commission check, that includes the following (refer to Attachment E, which is attached hereto and incorporated herein, for sample):*
   - *Total commission figure broken down by Institution*
   - *Listing of total minutes, total calls by Institution*

MCI WorldCom will provide, with its commission check, a summary report that includes the total commission detail by institution and a listing of the total minutes and total calls by institution. Please refer to Attachment 7 for a sample commission report.

5. *The proposed ICOP System and Related Services shall be provided for all ODRC Institutions at no cost to the ODRC for installation, training, operation and maintenance of the System, Equipment, Software and its components.*

MCI WorldCom will provide the proposed ICOP and related services for all facilities at no cost to the ODRC for installation, training, operation, and maintenance of the system, equipment, software, and its components.

6. *If the ICOP System is damaged or destroyed, the Proposer is responsible for replacement of the System in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This System or component replacement shall be performed at no cost to the ODRC.*

MCI WorldCom will be responsible for the replacement of the ICOP in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. MCI WorldCom understands that this system or component replacement will be performed at no cost to the ODRC, and will occur immediately upon notification to MCI WorldCom of the system problem by the ODRC facility.

SECTION XII

PROOF OF INSURANCE

XII.1 PROOF OF INSURANCE

4.13 Proof of Insurance

The Proposer and any subcontractor shall submit evidence of its' ability to provide insurance coverages and indemnification, for liability arising from the ICOP, as described in Sections 3.2.6 and 3.4.4, respectively, of this RFP. The ability to provide such indemnities and such insurance shall be demonstrated by a certified statement from an insurance carrier confirming that said policies are available to the Proposer from that company.

MCI WorldCom, understands, and will comply with the insurance requirements in RFP Sections 3.2.6 and 3.4.4. Following this page, we provide a certificate of insurance certifying that MCI WorldCom is covered by Worker's Compensation Insurance. The certificate also serves as proof of Employee's Liability.

Following this page, we also provide proof of insurance information for our two subcontractors: Global Tel*Link and Ameritech.

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 09/17/99

PRODUCER

MARSH USA, INC.
1255 23RD STREET, NW
SUITE 400
WASHINGTON, DC 20037

MCI00-MCIWC PROP VIEFHS

INSURED

MCI WORLDCOM, INC.
1801 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	ZURICH AMERICAN INSURANCE COMPANY
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY						
A	[X] COMMERCIAL GENERAL LIABILITY	GLO2871427-01	04/01/99	04/01/00	GENERAL AGGREGATE	$	2,000,000
	[ ] CLAIMS MADE [X] OCCUR.				PRODUCTS-COMP/OP AGG.	$	2,000,000
	[ ] OWNER'S & CONTRACTOR'S PROT.				PERSONAL & ADV. INJURY	$	1,000,000
	[X] CONTRACT.LIAB				EACH OCCURRENCE	$	1,000,000
	[X] IND.CONTRACTOR/BIPD/PER.INJ.				FIRE DAMAGE (Any one fire)	$	1,000,000
					MED.EXPENSE (Any one person)	$	25,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$	
	[ ] ANY AUTO						
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$	
	[ ] SCHEDULED AUTOS						
	[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$	
	[ ] NON-OWNED AUTOS						
	[ ] GARAGE LIABILITY				PROPERTY DAMAGE	$	
	EXCESS LIABILITY				EACH OCCURRENCE	$	
	[ ] UMBRELLA FORM				AGGREGATE	$	
	[ ] OTHER THAN UMBRELLA FORM						
A	**WORKER'S COMPENSATION**	WC2871432-01MA,OR,WI	04/01/99	04/01/00	[X] STATUTORY LIMITS		
A	**AND**	WC2871425-01 (A/O)	04/01/99	04/01/00	EACH ACCIDENT	$	1,000,000
	EMPLOYERS' LIABILITY				DISEASE-POLICY LIMIT	$	1,000,000
					DISEASE-EACH EMPLOYEE	$	1,000,000
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE DEDUCTIBLES OR RETENTIONS)

STATE OF OHIO AND STATE OF OHIO DEPARTMENT OF REHABILITATION AND CORRECTION ARE INCLUDED AS ADDITIONAL INSUREDS FOR GENERAL LIABILITY AS RESPECTS RFP FOR ICOP AND RELATED SERVICES.

VIEFHAUS, STEVE

CERTIFICATE HOLDER

OHIO DEPARTMENT OF REHABILITATION
AND CORRECTION
868 FREEWAY DRIVE NORTH
COLUMBUS, OH 43229
ATTN: STACY STEIN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

J&H MARSH & McLENNAN, INC. — CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER

PRODUCER
Marsh USA Inc.
601 Poydras Street, Suite 1850
New Orleans, LA 70130-6031

STC Global

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A: TRAVELERS INDEMNITY CO OF CT

INSURED
Global Tel Link
A Division of Shclumberger Technology Corporation
225 Schlumberger Dr.
Room 172, MD 225-6
Sugar Land, TX 77478

COMPANY B: TRAVELERS INDEMNITY CO OF ILL

COMPANY C:

COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	TC2JGLSA169X8388-00	07/01/99	07/01/00	GENERAL AGGREGATE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	[ ] OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
	[X] Contractual Liability				FIRE DAMAGE (Any one fire)	$ 1,000,000
					MED EXP (Any one person)	$ N/A
B	AUTOMOBILE LIABILITY	TC2JCAP257T0343-00 AOS	07/01/99	07/01/00	COMBINED SINGLE LIMIT	$ 1,000,000
A	[X] ANY AUTO	TC2ECAP257T0355-00 TX	07/01/99	07/01/00		
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	[ ] SCHEDULED AUTOS					
	[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
	[X] NON-OWNED AUTOS					
	[ ] _____				PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
	[ ] _____				EACH ACCIDENT	$
					AGGREGATE	$
A	EXCESS LIABILITY	TJFSEX229T7948900	07/01/99	07/01/00	EACH OCCURRENCE	$ 1,000,000
	[ ] UMBRELLA FORM				AGGREGATE	$
	[X] OTHER THAN UMBRELLA FORM					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC2JUB257T0411-1-00	07/01/99	07/01/00	[X] WC STATUTORY LIMITS [ ] OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [X] INCL [ ] EXCL				EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

All operations of the insured and all automobiles owned or operated by the insured in the United States of America, its territories or possessions or Canada.

CERTIFICATE HOLDER

Ohio Department of Rehabilitation
and Correction
Ms. Stacey L. Stein
ICOP Project Representative
868 Freeway Drive, North
Columbus, OH 43229

CANCELLATION

SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

J&H MARSH & MCLENNAN, INCORPORATED BY:
Dan Giesler

ADDITIONAL INFORMATION

DATE (MM/DD/YY) 09/17/99

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. 601 Poydras Street, Suite 1850 New Orleans, LA 70130-6031 STC Global	COMPANY E
	COMPANY F
INSURED Global Tel Link A Division of Shclumberger Technology Corporation 225 Schlumberger Dr. Room 172, MD 225-6 Sugar Land, TX 77478	COMPANY G
	COMPANY H

TEXT

Additional Insured and Waiver of Subrogation
Certificate Holder and others as required under the contract are included as Additional Insureds and Underwriters rights of subrogation against Certificate Holder and others as required under the contract are waived, but (both) only if required by the contract and only to the extend of liabilities accepted or assumed by the insured under its contract with Certificate Holder.

Primary Non-Contribution

Where and to the extent required by contract or agreement, the coverage provided for an Additional Insured hereunder shall be primary with respect to any and all other insured available to such Additional Insured at the same excess level (level of attachment) as the coverage provided by these policies, and underwriters hereon shall have no right of contribution from any such other insurance available to the Additional Insured.

CERTIFICATE HOLDER

Ohio Department of Rehabilitation
and Correction
Ms. Stacey L. Stein
ICOP Project Representative
868 Freeway Drive, North
Columbus, OH 43229

30 South Wacker Drive
35th Floor
Chicago, IL 60606
Office: 312/750-5976
Fax: 312/207-8137

Ameritech®

Steve F. Jelinek
Supervisor-Risk Assessment

September 20, 1999

Ohio Department of Rehabilitation and Correction
Ms. Stacey L. Stein
ICOP Project Representative
868 Freeway Drive, N.
Columbus, Ohio 43229

Dear Ms. Stein:

This statement will serve to confirm that Ohio Bell, Inc., doing business as Ameritech – Ohio, is self insured for primary General (Public) Liability and Automobile Liability insurance. Additionally, Ameritech – Ohio is certified as a self-insurer for Workers' Compensation by the State of Ohio.

Any questions in this regard may be directed to my attention.

Sincerely,

Steve Jelinek

SECTION XIII
PERFORMANCE BOND

XIII.1 Performance Bond

4.14 Performance Bond

Include the Performance Bond submittal under this tab. Performance Bond requirements are listed in Section 3.2.7. However, for purposes of the Proposal, the Proposer shall submit evidence of it's ability to meet the Performance Bond requirements. This ability may be demonstrated by a statement from an insurance carrier confirming that said bond is available to the Proposer from that company.

Following this page, MCI WorldCom provides a letter of commitment from a bonding company for the performance bond. MCI WorldCom understands that any termination of this bond by MCI WorldCom is strictly prohibited.

The Insurance Company of the State of Pennsylvania
Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

POWER OF ATTORNEY

No.01-B-50152

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

---Mareco U. Edwards, Angela J. Lawrence, Melaine R. Miller: of Hunt Valley, Maryland---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

this 27th day of October, 2003.

Michael C. Fay, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK}ss.

On this 27th day of October, 2003 before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

DOROTHY L. PARKER
Notary Public, State of New York
No. 01PA6060631
Qualified in Richmond County
Commission Expires June 25, 2007

CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"**RESOLVED**, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"**RESOLVED**, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"**RESOLVED**, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this 12 day of October 2004

Elizabeth M. Tuck, Secretary

23238 (4/99)

PERFORMANCE BOND

Bond No. 267729

KNOW ALL MEN BY THESE PRESENTS that MCI WORLDCOM Communications, Inc., as Principal, hereinafter called Contractor, and The Insurance Company of the State of Pennsylvania, a Corporation of the Commonwealth of Pennsylvania, with its Head Office at 80 Pine Street, 2nd Floor, New York, NY 10005, as Surety, hereinafter called Surety, are held and firmly bound unto the STATE OF OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, 1050 Freeway Drive North, Columbus, Ohio 43229, as Obligee, hereinafter called Owner, in the Penal Sum Amount of FIVE MILLION and 00/100 Dollars ($5,000,000), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated October 12, 2004 ("Effective Date"), entered into a contract with Owner for the INMATE CALL OUT PROGRAM AND RELATED SERVICES, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner, provided however, any change to the Penal Sum of this bond shall require prior written consent of the Surety. Should any inconsistencies exist between the bond form and the Contract, the bond form shall govern.

Whenever Contractor shall be, and declared in writing by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly complete the Contract in accordance with its terms and conditions following consultation with and consent of Owner, and without any cost to or expenditure by the Owner whatsoever.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

In the event Surety fails to fulfill its obligations under this performance bond, then the Surety shall also indemnify and save Owner harmless for any and all loss, damage, cost and expense (including reasonable attorneys' fees) arising from or in connection with the enforcement of the Surety's obligations hereunder. This paragraph shall survive the expiration of this performance bond.

This bond is written for the initial term of the Contract, i.e., beginning on the effective date and continuing through February 24, 2009, and for one additional one (1) year period in the event Owner duly exercises its right to extend the Contract as provided therein.

This performance bond has been negotiated and executed in and shall be governed by and construed in accordance with the laws of the State of Ohio. The execution of this bond by the Surety shall constitute Surety's consent in the event of any litigation arising under this bond to the personal jurisdiction of, venue in and convenience of the forum as indicated in Section 3.7.7, Governing Law, of the Owner's RFP that is part of the said Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Regardless of the number of years this bond remains in force or is renewed or the number of premiums paid, the Surety's liability shall not exceed the Penal Sum.

Signed and sealed this 12th day of October, 2004.

Catherine Mollis

(Witness)

MCI Worldcom Communications, Inc.

(Principal)

SECTION XIV

REQUIRED SPECIFICATIONS

XIV.1 Required Specifications

4.15 Required Specifications

This RFP contains required specifications for the ICOP.

This Section demonstrates MCI WorldCom's understanding of the required specifications.

XIV.1.1 Required Specifications Defined

4.15.1 Required Specifications Defined

All required specifications must be met for the Proposal to be considered responsive. A Proposal may be found non-responsive for failing to meet any one required specification. The Proposer may propose an alternative to a required specification (refer to Section 4.15.2 below).

MCI WorldCom has met all of the required specifications in RFP Section 5. MCI WorldCom has proposed no alternatives to the required specifications.

XIV.1.2 Alternatives to Required Specifications

4.15.2 Alternatives to Required Specifications

If a Proposer determines it cannot comply with, or agree to provide, a required specification, but believes it can offer equivalent performance by some other means, then state that Proposer cannot meet a particular, required specification and propose an alternative by describing how that alternative achieves the equivalent performance.

The ODRC Evaluation Committee will determine if a proposed alternate method of performance achieves substantially equivalent performance.

A checklist is provided as Attachment D, which is attached hereto and incorporated herein, listing required specifications as presented in Section 5. Use Proposer's electronic copy of this checklist to annotate the table indicating the Proposer's response to each item, and return under this tab.

MCI WorldCom has met the required specifications in RFP Section 5. MCI WorldCom has completed the checklist of required specifications that was provided as RFP Attachment D. MCI WorldCom's compliance checklist is provided under this tab.

Attachment D

Required Specifications

The following mandatory ICOP checklist must be completed by the Proposer and included in its proposal. The far left column lists the section number of a required specification of this RFP. The Proposer must place a checkmark (X) in the appropriate column to the right of this section number. Should the Proposer be proposing an alternative to a required specification, the Proposer must indicate this by placing a checkmark in that column and including a thorough description of the proposed alternative with their response as described in Section 4.16.2.

Section Number	Met	Not Met	Alternative Proposed
Section 5.0			
5.1.1	X		
5.1.2	X		
5.1.3	X		
5.1.4	X		
5.1.5	X		
5.1.6	X		
5.1.7	X		
5.1.8	X		
5.2.1	X		
5.2.2	X		
5.2.3	X		
5.2.4	X		
5.2.5	X		
5.2.6	X		
5.2.7	X		
5.2.8	X		
5.2.9	X		
5.2.10	X		
5.2.11	X		
5.2.12	X		
5.2.13	X		

Section Number	Met	Not Met	Alternative Proposed
5.2.14	X		
5.2.15	X		
5.2.16	X		
5.2.17	X		
5.2.18	X		
5.2.19	X		
5.2.20	X		
5.2.21	X		
5.2.22	X		
5.2.23	X		
5.2.24	X		
5.2.25	X		
5.2.26	X		
5.2.27	X		
5.2.28	X		
5.2.29	X		
5.2.30	X		
5.2.31	X		
5.2.32	X		
5.3.1	X		
5.3.2	X		
5.3.3	X		
5.3.4	X		
5.3.5	X		
5.3.6	X		
5.4.1	X		
5.4.2	X		
5.4.3	X		
5.4.4	X		
5.4.5	X		
5.4.6	X		
5.4.7	X		
5.4.8	X		
5.4.9	X		
5.4.10	X		
5.4.11	X		
5.5.1	X		
5.5.2	X		
5.5.3	X		

Section Number	Met	Not Met	Alternative Proposed
5.5.4	X		
5.5.5	X		
5.5.6	X		
5.5.7	X		
5.5.8	X		
5.5.9	X		
5.5.10	X		
5.6.1	X		
5.6.2	X		
5.6.3	X		
5.6.4	X		
5.6.5	X		
5.6.6	X		
5.6.7	X		
5.6.8	X		
5.6.9	X		
5.6.10	X		
5.6.11	X		
5.6.12	X		
5.6.13	X		
5.6.14	X		
5.6.15	X		
5.6.16	X		
5.7.1	X		
5.7.2	X		
5.8.1	X		
5.8.2	X		
5.8.3	X		
5.8.4	X		
5.8.5	X		
5.8.6	X		
5.8.7	X		
5.8.8	X		
5.8.9	X		
5.9.1	X		
5.9.2	X		
5.9.3	X		
5.9.4	X		
5.9.5	X		

Section Number	Met	Not Met	Alternative Proposed
5.9.6	X		
5.9.7	X		
5.9.8	X		
5.9.9	X		
5.10.1	X		
5.10.2	X		
5.10.3	X		
5.11.1	X		
5.11.2	X		
5.11.3	X		
5.11.4	X		
5.11.5	X		
5.11.6	X		
5.11.7	X		
5.11.8	X		
5.12.1	X		
5.12.2	X		
5.12.3	X		
5.12.4	X		
5.12.5	X		
5.12.6	X		
5.12.7	X		
5.12.8	X		
5.12.9	X		
5.12.10	X		
5.12.11	X		
5.12.12	X		
5.12.13	X		
5.12.14	X		
5.12.15	X		
5.12.16	X		
5.12.17	X		
5.13.1	X		
5.13.2	X		
5.13.3	X		
5.13.4	X		
5.13.5	X		
5.13.6	X		
5.13.7	X		

Section Number	Met	Not Met	Alternative Proposed
5.13.8	X		
5.13.9	X		
5.13.10	X		
5.13.11	X		
5.13.12	X		
5.13.13	X		
5.13.14	X		
5.13.15	X		
5.13.16	X		
5.13.17	X		
5.13.18	X		
5.13.19	X		
5.13.20	X		
5.14	X		
5.15.1	X		
5.15.2	X		
5.16.1	X		
5.16.2	X		
5.16.3	X		
5.16.4	X		
5.16.5	X		
5.17.1	X		
5.17.2	X		
5.17.3	X		
5.17.4	X		
5.17.5	X		
5.17.6	X		
5.18.1	X		
5.18.2	X		
5.18.3	X		
5.18.4	X		
5.18.5	X		
5.18.6	X		
5.18.7	X		
5.18.8	X		
5.18.9	X		
5.18.10	X		
5.18.11	X		
5.18.12	X		

Section Number	Met	Not Met	Alternative Proposed
5.18.13	X		
5.18.14	X		
5.18,15	X		
5.18.16	X		
5.19.1	X		
5.19.2	X		
5.19.3	X		
5.19.4	X		
5.19.5	X		
5.19.6	X		
5.19.7	X		
5.20	X		
5.21.1	X		
5.21.2	X		
5.21.3	X		
5.21.4	X		
5.21.5	X		
5.21.6	X		
5.21.7	X		
5.22.1	X		
5.22.2	X		
5.22.3	X		
5.22.4	X		
5.23	X		
5.24	X		
5.25.1	X		
5.25.2	X		
5.25.3	X		
5.26.1	X		
5.26.2	X		
5.26.3	X		
5.26.4	X		
5.26.5	X		
5.26.6	X		
5.26.7	X		
5.26.8	X		
5.26.9	X		
5.26.10	X		
5.26.11	X		

Section Number	Met	Not Met	Alternative Proposed
5.26.12	X		
5.27.1	X		
5.27.2	X		
5.27.3	X		
5.27.4	X		
5.27.5	X		
5.27.6	X		
5.28	X		

SECTION XV

COMMERCIAL AND PROPRIETARY MATERIALS

XV.1 Commercial and Proprietary Materials

4.16 Commercial Materials

The Proposal shall include a list of any commercial and proprietary materials that the Proposer will use that are easily copied (e.g., Software). Generally, these materials will be from third parties and readily available in the open market. Patented parts of Equipment need not be listed since they are not readily copied. If the ODRC will be expected to sign a license for the Commercial Material, the license agreement must be attached. If the ODRC finds any provision of the license agreement objectionable for any reason and the Proposer cannot or does not negotiate an acceptable solution with the third party, regardless of the reason, then the ODRC in it's sole discretion, may reject the Proposal.

If the ODRC is not going to sign a license, but there will be limits on the ODRC's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the unique scope of license needs to be spelled out here. Unless otherwise provided elsewhere in this RFP, proposing to use Commercial Materials in a custom solution may, in the Evaluation Committee's sole discretion, be a basis for rejection of the Proposal if the committee believes that such is not appropriate or desirable for the ICOP. Any deviation from the standard license, warranty, and other related terms in Section 3 of this RFP relating to Commercial Material may result in rejection of the Proposal, at the Evaluation Committee's sole discretion.

MCI WorldCom understands that the standard licensing requirements, as defined in RFP Section 3.3.2 of the General Terms and Conditions, which covers the state's use of commercial material, governs the commercial and proprietary material described in RFP Section 4.16.

SECTION XVI

CONFLICT OF INTEREST

XVI.1 CONFLICT OF INTEREST

4.17 Conflict of Interest

The Proposal shall include a statement indicating whether the Proposer, or any people that may work on the ICOP through the Proposer, have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The ODRC has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

MCI WorldCom has read, understands, and will comply. To its best knowledge and belief, neither it nor any person who may work on the project through it, has any conflict of interest.

SECTION XVII

GENERAL CONTRACT TERMS AND CONDITIONS

XVII.1 TERMS AND CONDITIONS

4.18 General Contract Terms and Conditions

For each numbered provision in Section 3 of this RFP, the Proposer shall state that it has read, understands, and shall be contractually obligated to comply with each such Provision.

In this section, we present all of the numbered provisions out of RFP Section 3, and for each, provide a statement that MCI WorldCom has read, understand, and will comply with each provision. For some provisions, we have included clarifications.

In addition, at the end of this section, we provide some additional MCI WorldCom clarifications.

3.1 Performance

3.1.1 Statement of Work

This RFP and the Contractor's Proposal will be a part of the Contract and describe the work (ICOP) the Contractor will do and any materials or Equipment the Contractor will deliver (Deliverables) under this Contract. The Contractor will do the ICOP in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish all support staff necessary for the satisfactory performance of the ICOP.

The Contractor will consult with the ODRC representative and others necessary to ensure a thorough understanding of the ICOP and satisfactory performance. ODRC may give instructions to, or make requests of, the Contractor relating to the ICOP, and the Contractor will comply with those instructions, and fulfill those requests, in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory performance of the ICOP and will not amend or alter the scope of the ICOP.

MCI WorldCom has read, understands, and will comply, subject to its right to request a Change Order if necessary, per RFP section 3.2.12.

3.1.2 Equipment Installation

The ICOP has an Equipment installation completion date in Section 1.9 of this RFP. The Contractor must complete such installation within the date the RFP requires. If the Contractor does not meet that date, the Contractor will be in breach of the Contract. But ODRC may also have certain obligations to meet. Those obligations, if any, are set forth in this RFP.

If the Contractor's failure to meet that completion date is due to ODRC's failure to meet its own obligations in a timely fashion, then the Contractor will not be in breach of the Contract, and the completion date will be extended by the same amount of time as the delay caused by ODRC. The Contractor may not rely on this provision unless the Contractor has given ODRC written notice of ODRC's failure to meet its obligations, with reasonable specificity, soon after ODRC's delay has begun and while ODRC's delay is happening. The extension of the Contractor's installation time will be the Contractor's only remedy for ODRC's delay.

ODRC seeks a complete ICOP. Any incidental items omitted from these performance specifications must be provided by the Proposer in order to deliver a complete, working Hardware and Software configuration and to be in compliance with these specifications. The Contractor must fully identify, describe, and document all Systems that are delivered as part of the ICOP. All Hardware, Software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the ICOP to be complete and useful to ODRC should be included in the Proposal by the Proposer.

MCI WorldCom has read, understands, and will comply, with the understanding that excusable delays would be subject to RFP Section 3.2.13, and not be limited solely to delays or failures due to ODRC's failure to meet its own obligations in a timely fashion.

3.1.3 Employment Taxes

The ODRC and Contractor shall be solely responsible for reporting, withholding and paying all employment related taxes, payments and withholdings for its own personnel. This includes such items as federal, State and local income taxes, social security, unemployment and disability deductions, withholdings, and payments. It also includes such items as any interest and penalties not disputed with the appropriate taxing authority.

MCI WorldCom has read, understands, and will comply.

3.1.4 Sales, Use, Excise, and Property Taxes

The ODRC is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. The Contractor will promptly pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

MCI WorldCom has read, understands, and will comply.

3.2 *Project & Contract Administration*

3.2.1 Subcontracting

Only the Contractor will perform the ICOP, and the Contractor will not enter into subcontracts for the ICOP without prior written approval from ODRC. However, the Contractor will not need ODRC's written approval to subcontract for the purchase of commercial goods or Equipment that are required for satisfactory performance of the ICOP. All subcontracts will be at the sole expense of the Contractor and the ODRC shall have no liability therefore.

The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors and for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the ICOP in a timely and professional manner. The Contractor will hold ODRC harmless for and will indemnify ODRC against any such claims.

The Contractor will assume responsibility for all Deliverables and services offered in the Proposal, whether it, a subcontractor, or third-party manufacturer provides them in whole or in part. Further, ODRC will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges under the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference and pass through to the subcontractor all applicable provisions of this Contract, including, but not limited to, limitations on the Contractor's remedies, the insurance/indemnity requirements, record keeping obligations, and audit rights. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors, and the failure damages ODRC in any way, the Contractor will indemnify ODRC for the damage.

MCI WorldCom has read, understands, and will comply.

3.2.2 Record Keeping

The Contractor will keep all financial records in accordance with generally accepted accounting principles. The Contractor will file documentation relating to this Contract in a manner allowing it to be readily located. The Contractor will keep all ICOP-related records and documents at its principal place of business or at its office where the work was performed. Upon request of the ODRC, the Contractor, at its own expense, will make available any ICOP-related records.

MCI WorldCom has read, understands, and will comply.

3.2.3 Audits

During the term of this Contract and for three (3) years after the expiration or termination of this Contract, on reasonable notice and during customary business hours, ODRC may audit the Contractor's records and other materials that relate to the ICOP. This audit right will also apply to ODRC's duly authorized representatives. If the request to audit is made after the Contract is terminated or expired, not less than ten (10) days written notice shall be given to the former Contractor.

If any audit reveals any material deviation from the ICOP's specifications, any misrepresentation, or any underpayment to ODRC, the Contractor shall follow any corrective recommendations issued by the ODRC and the ODRC will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of $25,000.00, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. But the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

MCI WorldCom has read, understands, and will comply, with the understanding that MCI WorldCom may first require any third-party (i.e., not a State employee) representative of ODRC to execute MCI Worldcom's customary Confidential Information Non-Disclosure Agreement.

3.2.4 Equal Employment Opportunity

During the Project, the Contractor, its subcontractors, or any person acting on behalf of the Contractor or its subcontractor, will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual preference, national origin, disability, age, or veteran status. The Contractor will ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor agrees to post notices containing the provisions of this section in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.

MCI WorldCom has read, understands, and will comply.

3.2.5 Minority Business Enterprises (MBEs)

Minority Business Enterprises (MBEs) are encouraged to submit Proposals to this RFP. If not an MBE, the Contractor is encouraged, but, not required, to utilize MBEs in their contracting process.

MCI WorldCom has read, understands, and will comply.

3.2.6 Insurance

In order to protect the State, the ODRC, their officers, agents, and employees from all claims and losses incurred as a result of the ICOP, the Contractor agrees, at its sole cost and expense, to procure and continue in force at all times during the term of the Contract (and any extensions thereof) in the names of the Contractor and above-stated entities and/or individuals, the following insurance coverages:

1. *Workers' Compensation, etc.*

   Workers' Compensation, occupational sickness or disease, disability benefits and other similar employee benefits. The Contractor will also maintain employer's liability insurance with at least a $1,000,000.00 limit.

2. *Comprehensive General Liability*

   Comprehensive general liability insurance against any and all claims for injuries to persons or damage to property occurring in, about or upon any premises under ODRC's control, including all damage to signs, fixtures, or other appurtenances now or hereafter erected upon such premises. Such insurance shall have combined single limits, per occurrence of not less than one million dollars ($1,000,000.00). In addition, a company or companies shall write such insurance if authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Bests rating of "A".

3. *Subcontractor's Comprehensive General Liability*

   The Contractor shall require each of its subcontractors to secure and maintain during the term of the Contract (or for such lesser amount of time if the subcontractor is involved less than the full term of the Contract), the insurance coverages set forth in this Section of the RFP upon the same terms and conditions, except that additionally, the Contractor shall also be a named insured. Such coverage may be reduced or waived with the consent of the ODRC since certain subcontractors have potentially less exposure in liability than other subcontractors, depending on the nature of their work under the Contract.

At the time the Proposer provides the ODRC with the Performance Bond, the Proposer also shall furnish a certificate of insurance to ODRC for the required coverages evidencing insurance from an insurance carrier, or carriers, authorized to do business in Ohio. The certificate must be in a form that is reasonably satisfactory to ODRC as to the contents of the policies and the quality of the insurance carriers. The certificate must also:

(1) Provide not less than 30 days' notice to ODRC before cancellation or modification of any said insurance.

(2) Have an endorsement providing that said insurance is primary insurance and over any coverage held by ODRC.

(3) List as additional insureds ODRC and the State of Ohio.

MCI WorldCom has read, understands, and will comply.

3.2.7 Performance Bond

The Proposer shall provide the ODRC with a performance bond prior to the Effective Date of the Contract. The Proposer shall, at no cost to ODRC, execute a performance bond, the terms and conditions of which have been reviewed and approved by ODRC's legal counsel. The performance bond shall be acquired from an ODRC-accepted surety company authorized to do business in the State of Ohio, in the amount of two million dollars ($2,000,000.00). The bond will serve as an assurance that the Contractor and all of its subcontractors will comply with all the requirements of this Contract. The bond will also indemnify the State against all damages it suffers from any failure of the Contractor or any subcontractor to properly perform. The term of the bond shall be concurrent with the term of the Contract and any extensions of this Contract's initial term. ODRC may use the performance bond to ensure performance of the terms and conditions of the Contract, including but not limited to paying for any lost commissions to ODRC. Each Proposal shall include a letter of commitment from a bonding company for the performance bond. Any termination of this bond by the Contractor is strictly prohibited.

MCI WorldCom has read, understands, and will comply, subject to the following: (a) The total cumulative liability of MCI WorldCom to the State for direct damages, including but not limited to lost commissions, under or in connection with the contract, shall be limited to Two Million Dollars ($2,000,000), regardless of the theory or basis of recovery, including but not limited to contract, warranty, tort (including negligence and strict liability); and (b) In no event shall MCI WorldCom be liable to the State under or in connection with the contract, regardless of the theory or basis of recovery, for any special, indirect, incidental, exemplary or consequential damages whatsoever, whether or not MCI WorldCom has been advised of the possibility of such damages.

3.2.8 Replacement Personnel

If the Proposal contains the names of specific people who will work on the ICOP, such as required by Section 3.5.19 of this RFP, then the quality and professional credentials of those people are factors in ODRC's decision to enter into the Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the ICOP without the prior, written consent of ODRC, except as provided below.

The Contractor may remove a person listed in the Proposal from the ICOP if doing so is necessary for legal or disciplinary reasons, provided that the Contractor makes a reasonable effort to give ODRC thirty (30) calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in the Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as ODRC may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

ODRC will select one (1) of the two (2) proposed replacements or will reject both of them within ten (10) business days after the Contractor has submitted the proposed replacements to ODRC. ODRC may reasonably reject the proposed replacements. Should ODRC reject both proposed candidates for any reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection will be deemed a termination for convenience. ODRC may determine that the proposed replacement candidates meet the minimum qualifications of this RFP; however, it may also be determined

that the new individual(s) result in a substantial fall-off of expertise. Therefore, ODRC will have the right to reject any candidate that ODRC determines will provide it with diminished value.

ODRC has an interest in providing a healthy and safe environment for its employees, inmates and visitors at its facilities. ODRC also has an interest in ensuring, and a right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. ODRC, therefore, will have the right to require the Contractor to remove any individual working on the ICOP if ODRC determines that any such individual has or may interfere with ODRC's best interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people on the Proposal.

MCI WorldCom has read, understands, and will comply.

3.2.9 Suspension and Termination

The ODRC and the Contractor shall notify the other party in writing, at least one hundred and twenty (120) days prior to the end of the original contract period, if either party does not intend to renew the Contract under the terms then in effect.

The ODRC may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. ODRC may also terminate this Contract if the Contractor violates any law or regulation in doing the ICOP. In any such case, the termination will be for cause, and ODRC's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have thirty (30) calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within thirty (30) calendar days after written notice, or if the breach is not one that is curable, ODRC will have the right to terminate the Contract upon not less than thirty (30) days notice. ODRC may also terminate this Contract in the case of breaches that are cured within thirty (30) calendar days but are persistent. "Persistent" in this context means that ODRC has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, ODRC may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than thirty (30) calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The notice of termination shall be effective on the date determined by the ODRC. Upon receipt of such notice, the Contractor shall continue to perform the ICOP in compliance with the requirements, terms, and conditions of the Contract until the termination date. The Contractor shall fully cooperate with the new Contractor and/or the ODRC in the transition of the ICOP. The Contractor shall immediately cease all work on the termination date. The Contractor shall also immediately prepare a report and deliver it to ODRC. The report must detail the work completed at the date of termination, and any Deliverables completed or partially completed but not delivered to ODRC at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to ODRC with its report. But, if delivery in that manner would not be in ODRC's interest, then the Contractor will propose a suitable alternative form of delivery.

If ODRC terminates this Contract for cause, it will be entitled to cover for the ICOP by using another Contractor on such commercially reasonable terms as it and the covering Contractor may agree. The Contractor will be liable to ODRC for all costs related to covering for the ICOP. The Contractor will also be liable for any other direct or consequential damages resulting from its breach of the Contract.

The ODRC shall have the option of suspending rather than terminating all or any part of the ICOP where ODRC believes that doing so would serve its best interests. In the case of suspension of the ICOP, the Contractor will not be entitled to any compensation for any work performed.

Any notice of suspension shall be effective immediately on the Contractor's receipt of the notice. And the Contractor will prepare a report concerning the ICOP just as is required by this Section in the case of termination. After suspension of the ICOP, the Contractor will perform no work without the consent of ODRC and will resume work only on written notice from ODRC to do so. In any case of suspension, ODRC retains its right to terminate this Contract rather than to continue the suspension or resume the Project.

Any suspension shall not continue for more than thirty (30) calendar days. The Contractor shall receive notice from ODRC to resume or terminate the ICOP within the 30-day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor shall be solely responsible for satisfying any claims of its subcontractors for any suspension or termination of the Contract and will indemnify ODRC for any liability to them. Each subcontractor will hold ODRC harmless for any damage caused to them from a suspension or termination and will look solely to the Contractor for any compensation to which they may be entitled.

MCI WorldCom has read, understands, and will comply, but respectfully requests that prior to any termination for default it be given some opportunity to cure the alleged default. MCI WorldCom will negotiate in good faith with ODRC regarding appropriate cure periods for those instances where the RFP currently provides no cure period.

3.2.10 Representatives

ODRC's "Project Representative" under this Contract will be the person identified in Section 2.1 of this RFP. The ODRC Project Representative will review all reports made in the performance of the ICOP by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables. The Project Representative may assign a manager responsible for individual aspects of the ICOP to act on behalf of the Project Representative for those individual portions of the ICOP.

The Contractor's Project Manager under this Contract will be the person identified on the Proposal as the "Project Manager". The Project Manager will conduct all liaison with ODRC under this Contract. Either party, upon written notice to the other party, may designate another representative. But the Project Manager may not be replaced without the approval of ODRC if s/he is identified in the RFP as a key individual on the ICOP.

MCI WorldCom has read, understands, and will comply.

3.2.11 Project Responsibilities

ODRC will be responsible for providing only those things expressly identified, if any, in the RFP. If ODRC has agreed to provide facilities or Equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or Equipment or has voluntarily waived an inspection and will work with the Equipment and/or facilities on an "as is" basis.

Normal working hours on State property are Monday through Friday, except for State holidays, from 8:00 a.m. to 5:00 p.m., Eastern Standard Time. The Contractor must plan to work within these time constraints.

The Contractor will assume the lead in the areas of management, design, and development of the ICOP. The Contractor will coordinate the successful execution of the ICOP and direct all activities on a day-to-day basis, with the advice and consent of the Project Representative. The Contractor will be responsible for all communications regarding the progress of the ICOP and will discuss with the Project Representative any issues, recommendations, and decisions related to the ICOP.

Since the ICOP requires installation of Equipment on ODRC's property, ODRC will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of the Project Representative certifying that installation is complete and the ICOP, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Project Representative.

The Contractor will provide a written report to the Project Representative at least as often as the end of every other week throughout the term of the ICOP. The reports will include the number of hours worked by task and a percentage-to-completion rate, if applicable, as well as any other special requirements in the RFP.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, and similar authorizations required by any local, State, or federal agency for the Project.

MCI WorldCom has read, understands, and will comply.

3.2.12 Changes

ODRC may make reasonable changes, within the general scope of the ICOP, in any one or more of the following: (i) ICOP tasks or subtasks; (ii) time or place of delivery; or (iii) period of performance. ODRC will do so by issuing a written order under the Contract describing the nature of the change (Change Order). Additionally, if ODRC provides directions or makes requests of the Contractor without a Change Order, the Contractor will have the right to request a Change Order from ODRC. Upon receipt of the Change Order, the Contractor shall proceed with performance of the ICOP, as changed.

MCI WorldCom has read, understands, and will comply.

3.2.13 Excusable Delay

Neither the ODRC nor the Contractor shall be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove or alleviate the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors shall be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and parties over whom the Contractor has no legal control.

MCI WorldCom has read, understands, and will comply.

3.2.14 Independent Status of the Contractor

The Contractor will be acting as an independent contractor. The partners, employees, officers, and agents (Personnel) of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel, including, but not limited to, withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like. Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered solely the agents of the Contractor for purposes of this Contract. This Contract does not create a partnership or joint venture between the parties.

MCI WorldCom has read, understands, and will comply.

3.3 Ownership & Handling Of Intellectual Property & Confidential Information

3.3.1 Confidentiality

The ODRC may disclose to the Contractor written information that ODRC treats as not subject to public disclosure or as confidential (Confidential Information) under Ohio or other applicable law. Title to the Confidential Information and all related materials and documentation the ODRC delivers to the Contractor will remain with ODRC. The Contractor agrees to treat such Confidential Information as not subject to public disclosure if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with ODRC, or individuals or organizations about whom ODRC keeps information. The following records should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, Software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. Such confidential information also includes police and investigative records, files containing personal information about individuals or employees of ODRC, such as personnel records, tax records, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely in conjunction with the ICOP. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the

Confidential Information in conjunction with the ICOP. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below. The Contractor shall defend and incur all costs, including reasonable attorney fees, for actions which arise as a result of noncompliance by the Contractor or its subcontractors, regarding the restrictions herein.

Notwithstanding the foregoing, the Contractor will not be liable for any unintentional/accidental disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to ODRC.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees and subcontractors who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations set forth in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession prior to disclosure by ODRC, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of ODRC; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies ODRC of such order immediately upon receipt of the order and (b) makes, at its sole cost and expense, a timely and reasonable effort to obtain a protective order from the issuing court or governmental agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

MCI WorldCom has read, understands, and will comply, with the understanding that this provision would operate in mutual fashion, such that ODRC would agree to keep as confidential, to the extent permitted by the public records laws of Ohio or other applicable law, any Confidential Information of MCI WorldCom or its subcontractors, consistent with RFP Section 3.3.2, 5th paragraph.

3.3.2 License for Commercial Material

As used in this section, Commercial Material means anything that has been developed by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the Proposal or as an attachment referenced in the Proposal, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is Software (Commercial Software), if the Commercial Material is copyrighted and published material, then the ODRC will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the ODRC will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then ODRC will treat the material as confidential. In this regard, the ODRC will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to State records. Otherwise, the ODRC will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to ODRC.

For Commercial Software, the ODRC will have the rights in items (1) through (8) of this section with respect to the Software. The ODRC will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

(1) Used or copied for use in or with the computer(s) for which it was acquired, including use at any ODRC institution to which such computer(s) may be transferred.

(2) Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.

(3) Reproduced for safekeeping (archives) or backup purposes.

(4) Modified, adapted, or combined with other computer Software, provided that the modified, combined, or adapted portions of the derivative Software incorporating any of the Commercial Software will be subject to the same restrictions set forth in this Contract.

(5) Disclosed to and reproduced for use on behalf of the ODRC by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.

(6) Used or copied for use in or transferred to a replacement computer.

However:

(7) If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to ODRC without disclosure prohibitions.

(8) If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to ODRC without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The ODRC will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

MCI WorldCom has read, understands, and will comply, with the understanding that MCI WorldCom will incorporate and/or deliver only Commercial Material that can be used by ODRC for the purpose of operating the ICOP as contemplated by this RFP. Such Commercial Material shall remain the property of MCI WorldCom and/or its third party provider(s), as applicable, subject to the license or other rights granted to ODRC herein.

3.4 Representations, Warranties And Liabilities

3.4.1 General Warranties

The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of the Contract and without any material defects; (2) unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) no Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws, rules and policies, including those of ODRC regarding conduct on any premises under ODRC's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract; (5) all Hardware, Software, firmware, and similar devices and materials provided under this Contract will be "year 2000 compliant", meaning that the Hardware, Software, firmware, and similar devices and materials are designed to operate without regard to the turning of the century and will process dates in a manner that takes into account dates occurring before and after the turning of the century, such that there will be no interruptions in the services provided by the Contractor hereunder; and (6) the Contractor has the right and ability to grant the license granted in any Deliverable.

All warranties of the Contractor shall be in effect for the term of the contract and will survive the Contract where applicable. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure. The Contractor will also indemnify the ODRC for any damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where ODRC has modified or misused the Deliverable and the claim is based on the modification or misuse. ODRC agrees to give the Contractor notice of any such claim as soon as reasonably practicable.

If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following three things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; or (3) acquire the right for ODRC to use the infringing Deliverable as it was intended for ODRC to use under this Contract.

MCI WorldCom has read, understands, and will comply, subject to the following clarifications:

(A) As to whether any Deliverable will infringe the intellectual property rights of any third party:

(1) MCI WorldCom will pass through to ODRC the warranties in that regard, if any, that MCI WorldCom 's equipment manufacturer(s), software provider(s) or other subcontractors/vendors may provide, to the extent the terms of such warranties permit us to do so, with the understanding that ODRC would look exclusively and directly to such manufacturer(s), etc. for its remedies under the terms of such warranty. MCI WorldCom is unable, however, to make any independent representations, warranties or indemnities regarding the patents or

other intellectual property rights which may be embodied in any Deliverable not manufactured or developed by MCI WorldCom; and

(2) As to its own network services or other Deliverables manufactured or developed by MCI WorldCom:

"(a) MCI WorldCom, at its expense, will defend the State from and against any third party claim, action, suit, or proceeding ("Claim") alleging that MCI WorldCom's transport network or any technology developed by MCI WorldCom's personnel for the subject contract and provided by MCI WorldCom to the State pursuant to the subject contract (individually a "Service" and collectively the "Services"), when used in conformity with all applicable written instructions and documentation, infringes any U.S. patent, trademark, or copyright or constitutes misappropriation of a trade secret under U.S. law. MCI WorldCom will indemnify the State for damages for infringement occurring during the term of the contract and finally awarded against the State or agreed to by MCI WorldCom in settlement of such Claim, and for the State's reasonable costs incurred as a result of such Claim. MCI WorldCom shall have the exclusive right to defend, counter-sue, or settle any such Claim and to collect all damages, costs, fees, and other charges awarded from any such Claim. MCI WorldCom's obligation to defend and indemnify the State under this clause is contingent upon the State's providing MCI WorldCom (x) prompt written notice of any Claim; and (y) at MCI WorldCom's expense, all information and assistance requested by MCI WorldCom to settle, defend, or bring a counter-suit in conjunction with any Claim.

(b) Notwithstanding anything to the contrary herein, MCI WorldCom shall have no obligation to defend or indemnify the State for any Claim arising out of or relating to (i) designs or specifications provided by the State, (ii) modifications to any service or product provided hereunder made by or on behalf of the State where but for such modifications there would have been no claim of infringement or misappropriation, (iii) use of any service or product provided hereunder in combination with any other products or services where but for this combination there would have been no claim of infringement or misappropriation, (iv) transmission of State-supplied content, data, or other information, or (v) infringement after the expiration or termination of the contract. To the fullest extent permitted by applicable law, the State shall defend, indemnify and hold

MCI WorldCom harmless from and against any Claims covered by the exclusions set forth in this paragraph.

(c) If the State's indemnified use of any Service is enjoined or otherwise prohibited, or if MCI WorldCom reasonably believes that there exists a threat of the same, MCI WorldCom shall have the right, in its sole discretion and at its expense, in addition to its indemnification obligations above, to: (i) obtain for the State the right to continue to use the affected Service; (ii) replace the affected Service with a non-infringing service; (iii) modify the affected Service so that it becomes non-infringing; or (iv) terminate provision of the affected Service and/or terminate this Contract.

(d) THE PRECEDING PARAGRAPHS (a) THROUGH (c) SET FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE STATE, AND THE ENTIRE OBLIGATION AND LIABILITY OF MCI WORLDCOM, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY RIGHTS IN CONNECTION WITH ANY SERVICES (as defined in paragraph (a) above) PROVIDED BY MCI WorldCom HEREUNDER."

(B) As to year 2000 compliance, MCI WorldCom has read, understands, and will comply, subject to its response to RFP Section 5.1.5; and

(C) MCI WorldCom has, or will timely obtain, the right and ability to grant the license granted in any Deliverable."

3.4.2 Software Warranty

On acceptance, and for the remaining term of the Contract after the date of acceptance of any Deliverable that includes Software, the Contractor warrants as to all Software developed under this Contract that: (1) the Software will operate on the computer(s) for which the Software is intended in the manner described in the relevant Software documentation, the Contractor's Proposal, and the RFP; (2) the Software will be free of any material defects; (3) the Contractor will deliver and maintain relevant and complete Software documentation, commentary, and source code; and (4) the source code language used to code the Software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in that language is reasonably available in the open market; and (5) the Software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done one of the following three things: (1) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (2) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to ODRC; or (3) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (1) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (2) supply technical bulletins and updated user guides; (3) supply ODRC with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (4) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (5) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (6) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, Software documentation means well written, readily understood, clear, and concise instructions for the Software's users as well as a System administrator. The Software documentation will provide the users of the Software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and System administration documentation for a System administrator to allow proper control, configuration, and management of the Software. Source code means the uncompiled operating instructions for the entire System. But the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

As to the requirements regarding Commercial Software set forth in the second through fourth paragraphs of this provision, MCI WorldCom has read, understands, and will comply. As to any software developed by MCI WorldCom's software provider(s) under this Contract, MCI WorldCom will pass through to ODRC the representations, commitments, and warranties, if any, provided by such provider(s), to the extent the terms of such warranties permit us to do so, with the understanding that ODRC would look exclusively and directly to such provider(s) for its remedies under the terms of such warranty. MCI WorldCom does not, however, make any independent representations, commitments, or warranties regarding such software, express or implied, either in fact or by operation of law, statutory or otherwise, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

3.4.3 Equipment Warranty

If any electrical Equipment, mechanical device, computer Hardware, telecommunications Hardware, or other type of machinery (Equipment) will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants, on the acceptance date of the Equipment, and for the remaining term of the Contract after the date of acceptance, that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment.

The Contractor will notify ODRC in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor will cause the Equipment to perform as required, if any Equipment does not meet the above warranties.

MCI WorldCom has read, understands, and will comply, with the clarification that MCI WorldCom will pass through to ODRC the representations, commitments and warranties, if any, provided by its Equipment and Hardware supplier(s), to the extent the terms of such warranties permit us to do so, with the understanding that ODRC would look exclusively and directly to such supplier(s) for its remedies under the terms of such warranty. MCI WorldCom does not, however, make any independent representations, commitments or warranties regarding such Equipment or Hardware, express or implied, either in fact or by operation of law, statutory or otherwise, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

3.4.4 Indemnity for Property Damage and Bodily Injury

The Contractor will indemnify ODRC/State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to property arising out of the performance of the Contract, providing such bodily injury or property damage is not due to the negligence of ODRC.

MCI WorldCom has read, understands, and will comply.

3.5 Acceptance And Maintenance

3.5.1 Standards of Performance and Acceptance

There will be a period for performance testing of the ICOP. During the performance period, ODRC, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to 90 calendar days, during which time the ICOP must meet the standard of performance required by the RFP for thirty (30) calendar days. The performance criteria in the RFP will be supplemented with the relevant manufacturer's specifications and manuals, relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP. Network performance standards shall be a minimum of 99.5%. Acceptance of the ICOP depends on a successful completion of the performance period defined in this section and the RFP. This section applies to the ICOP, and any part of it, as well as replacements or substitutes for the ICOP after completion of a successful performance period.

If the ICOP does not meet the standard of performance during the performance period, ODRC will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until all outstanding problems have been demonstrably corrected by the Contractor, the performance period will not restart and the ICOP (or part thereof) will not be accepted. The performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 calendar days.

If the ICOP fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will have a 30-day cure period. In addition to all other remedies ODRC may have under this Contract, ODRC will have the right to request correction or replacement of the relevant portion of the ICOP.

The ICOP may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP for each part of the ICOP that will be independently tested and accepted. But, unless the RFP expressly provides otherwise, the failure of any independently tested component to meet its acceptance criteria will give ODRC the right to reject the entire ICOP. Alternatively, if ODRC determines that it is in ODRC's interest to reject only the part of the ICOP that was independently and unsuccessfully tested, it may do so. If ODRC chooses this option, the Contractor must acquire an acceptable replacement for the rejected component.

The acceptable level of performance for the ICOP will be 99.5%, unless otherwise specified in the RFP. The performance level for the ICOP is computed by dividing the sum of the uptime by the number of working hours during the test time. Uptime is defined as the total hours, rounded to the nearest quarter hour, during which all components of the ICOP are operational and all functions of the ICOP are available to its users. The number of working hours is defined as the total number of working hours for the period during which the ICOP was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The ICOP downtime is that period when any part of the ICOP is inoperable due to failure of the ICOP or a particular Deliverable to operate according to the specifications in the RFP, the user documentation, or the published technical specifications.

During a period of downtime, ODRC may use operable components of the ICOP when that will not interfere with repair of inoperable components of the ICOP.

Downtime will start from the time ODRC notifies the Project Manager of the inoperable condition of the ICOP until the ICOP is returned in proper operating condition.

The ICOP will not be accepted until the performance period is complete.

Should it be necessary, ODRC may delay the start of the performance period, but the delay will not exceed thirty (30) consecutive calendar days after the scheduled date for implementation of the ICOP. Such a

delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

MCI WorldCom has read, understands, and will comply.

3.5.2 Software Maintenance

During the contract period, the Contractor will correct any material programming errors that are required to make the System(s) function as intended, provided that ODRC notifies the Contractor, either orally or in writing.

For Software classified as Commercial Software and for which ODRC has not signed a separate license agreement, the Contractor will acquire the right to maintenance for the Contract term. That maintenance will be the third-party licensor's standard maintenance program. But, at a minimum, that maintenance program must include all new releases, updates, patches, and fixes to the Software. It will also include a commitment to keep the Software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the Software) and to correct material defects in the Software in a timely fashion.

If the licensor is unable to provide maintenance during the Contract term, then the licensor must be committed to doing one (1) of the following two (2) things: (1) give ODRC a pro rata refund of the license fee based on a four (4) year useful life; or (2) release the source code for the Software to ODRC for use by ODRC solely for the purpose of maintaining the copy(ies) of the Software for which ODRC has a proper license. For purposes of receiving the source code, ODRC agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that ODRC gets under this section, ODRC will do all the things that the Confidentiality section requires the Contractor to do in handling ODRC's Confidential Information.

MCI WorldCom has read, understands, and will comply.

3.5.3 Equipment Maintenance

For the duration of the contract, the Contractor will provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance will include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance will include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP.

The Contractor will exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract.

MCI WorldCom has read, understands, and will comply.

3.5.4 Equipment Maintenance Standards

Remedial Equipment maintenance by the Contractor will be completed within eight (8) business hours after notification by ODRC that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute Equipment provided within eight (8) hours after notification by ODRC, the Contractor will be in breach of the Contract. All maintenance will also meet any standards contained in the RFP. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

MCI WorldCom has read, understands, and will comply.

3.5.5 Response to Maintenance Calls

Should any critical component of the ICOP provided by the Contractor fail, the Contractor must respond to ODRC's maintenance/repair calls in the following manner:

1. *"Response" to a maintenance call requires that the Contractor must begin remote testing of the System or have a qualified technician (suitably equipped for the installed System, components or System Hardware/Software) on site at the reporting ODRC location.*

2. *After receipt of the service call from ODRC, the Contractor is required to notify the reporting facility, by the required response times outlined in this Section, that it has commenced (or completed) remote testing or when a qualified service technician will be on site to facilitate repair of the service.*

MCI WorldCom has read, understands, and will comply.

3.5.6 Definition of a "Major Emergency"

A "Major Emergency" shall be defined as an occurrence of any of the following:

1. *A failure of a local or remote processor, its common Equipment or power supplies which render the System incapable of performing its normal functions.*

2. *A failure of the recording Equipment or any of its components that affects the full recording operation.*

3. *A failure of 50% or more of the inmate stations at any one area within an ODRC facility.*

4. *A failure of the System functions that results in the ability of inmates to place calls without the use of PINs.*

5. *A failure of the System functions that results in the ability of inmates to make direct dialed calls when the System is operating in collect-only mode.*

6. *A failure of the System functions that results in the ability of the inmate to reach a "live" operator.*

MCI WorldCom has read, understands, and will comply.

3.5.7 Response Times for a "Major Emergency"

1. *For a "Major Emergency" the Contractor must respond to the service problem within one (1) hour of initial trouble report by ODRC facility, through the use of remote testing or access. Records of testing to comply with this requirement must be available to ODRC upon request.*

2. *The Contractor must contact the ODRC site contact with remote testing results (or an update of the remote testing process) within two (2) hours of the initial trouble report (if the System is suitably equipped for such testing). Otherwise, within two (2) hours of the original service call from the ODRC institution, the Contractor must notify the ODRC site contact that a technician has been dispatched and must advise the estimated time of arrival.*

3. *Should the problem not be resolved via remote access, the Contractor must have a qualified technician, suitably equipped for the installed System, on site at ODRC institution within four (4) hours from the time of initial trouble report.*

MCI WorldCom has read, understands, and will comply.

3.5.8 Repair Times for a Major Emergency

1. *ODRC understands the tentative nature of ensuring that a repair to any ICOP is completed in a set period of time. Thus, the Contractor is required to meet all response times listed above under the "response" definition. In regard to repairing the System to bring it to normal operating status, the Contractor is required to use commercially reasonable efforts to repair the System within eight (8) hours of the initial trouble call from ODRC facility.*

2. *In the event of extraordinary repair obstacles for which the Contractor exceeds the eight (8) hour time-to-repair requirement, notification and a detailed plan of repair shall be made to ODRC by the Contractor.*

MCI WorldCom has read, understands, and will comply.

3.5.9 Definition of Routine Service

1. *For the purpose of this RFP, Routine Service shall be defined as a System failure or problem other than a Major Emergency item as listed above or defined by ODRC.*

MCI WorldCom has read, understands, and will comply.

3.5.10 Response Times for Routine Service

1. *For Routine Service, the Contractor must respond to the service problem within four (4) hours of initial trouble report by the ODRC facility, through the use of remote testing or access. Records of testing to comply with this requirement must be available to ODRC upon request.*

2. *Should the System component not be equipped for remote access, the Contractor must have a qualified technician, suitably equipped for the installed System, on site at the ODRC facility within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.*

3. *The Contractor must notify the ODRC site contact with remote testing results (or an update of the remote testing process) within six (6) hours of the original trouble report. Otherwise, within six (6) hours of the original service call from the ODRC institution, the Contractor must notify the ODRC site contact that a technician has been dispatched and must advise the estimated time of arrival.*

MCI WorldCom has read, understands, and will comply.

3.5.11 Critical Component Availability

1. *The Proposal must describe the procedure for ensuring that critical components are located within the available service area for each ODRC institution.*

2. *The Proposer must guarantee to ODRC that all parts and materials necessary to repair the proposed ICOP are readily available to on-site service personnel 24 hours per day, seven days per week, 365 days per year. ODRC will not accept the delay of System repair based on the fact that service personnel cannot access a parts warehouse, office or similar Contractor facility because the facility is not open "after hours", weekends or holidays.*

MCI WorldCom has read, understands, and will comply.

3.5.12 Escalation Procedures During Maintenance Service

1. *The Proposal must describe escalation procedures to address inadequate response to service calls, frequent repetition of the same service problem, inadequate repairs to service, etc. These described procedures must include the name and title of service and management personnel as well as criteria for service escalation to higher levels within the Contractor's organization.*

2. *Updated contact names and telephone numbers of the service and management positions for rapid problem escalation must be made available to ODRC immediately upon request.*

MCI WorldCom has read, understands, and will comply.

3.5.13 Trouble Reports

1. *The Proposal must describe procedures for accepting maintenance calls, entering of trouble tickets, escalation criteria and procedures, etc.*

2. *The Proposal must describe the correct manner in which to report and log System troubles or order additions to the System from the Proposer.*

MCI WorldCom has read, understands, and will comply.

3.5.14 Answering of Maintenance Calls

The Proposal must ensure and state that all maintenance calls from ODRC shall be answered by a "live" operator/service representative at all times.

MCI WorldCom has read, understands, and will comply.

3.5.15 Monthly System Downtime

1. *The cumulative monthly "downtime" (System inaccessible) for the proposed ICOP must not exceed the parameters agreed upon by the Proposer and ODRC at the time of contract and installation.*

2. *The Contractor must track all System downtime for each ODRC facility and compile and submit per-facility records of these measures for ODRC review each month.*

MCI WorldCom has read, understands, and will comply.

3.5.16 Equipment Maintenance Continuity

If the Contractor is unable to provide maintenance services to meet ODRC's ongoing performance requirements and if, in ODRC's sole opinion, the Contractor is unlikely to resume providing warranty services that meets ODRC's ongoing performance requirement, the Contractor will be in default. ODRC then will be entitled to the remedies in the default section of this Contract. But ODRC will also be entitled to the following items from the Contractor: (a) all information necessary for ODRC to perform the maintenance, including logic diagrams, maintenance manuals and System and unit schematics, as modified by the Contractor; and (b) a listing of suppliers capable of supplying necessary parts.

Any information in items (a) and (b) above that is rightfully identified by the Contractor as proprietary information will be maintained in confidence by ODRC except where disclosure to a third party is necessary for ODRC to continue the maintenance. However, any third party to whom disclosure is made will agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, ODRC agrees that any such proprietary information will be used solely to perform the Contractor's maintenance obligations hereunder and will be returned to the Contractor upon completion of the such use.

MCI WorldCom has read, understands, and will comply.

3.5.17 Principal Period of Maintenance

Maintenance will be available 24 hours per day and seven (7) days per week. The Contractor must provide all post installation System programming and maintenance services, including related travel expenses, at no cost to ODRC.

MCI WorldCom has read, understands, and will comply.

3.5.18 Maintenance Access

The Contractor will keep the ICOP in good operating condition during the warranty period and any annual maintenance period during which Contractor contracts for continued maintenance, and ODRC will provide the Contractor with reasonable access to the ICOP to perform maintenance. All maintenance that requires the ICOP to be inoperable must be performed outside ODRC's customary working hours except when the ICOP is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

MCI WorldCom has read, understands, and will comply.

3.5.19 Key Maintenance Personnel

The Proposer shall identify all key people who will provide maintenance on the ICOP, furnish ODRC with a means of identifying these people, furnish ODRC with their credentials, and notify ODRC at least 30 calendar days in advance of any reductions in staffing levels of key people serving ODRC. Provide response in accordance with Section 4.5.

MCI WorldCom has read, understands, and will comply.

3.6 Construction

3.6.1 Entire Document

This Contract, as described in Section 3.8 of this RFP, is the entire agreement between the parties with respect to the subject matter and supersedes any and all previous statements or agreements, whether oral or written.

MCI WorldCom has read, understands, and will comply.

3.6.2 Binding Effect

This Contract will be binding upon and inure to the benefit of the respective successors and assigns of ODRC and the Contractor.

MCI WorldCom has read, understands, and will comply.

3.6.3 Amendments – Waiver

No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

MCI WorldCom has read, understands, and will comply.

3.6.4 Severability

If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

MCI WorldCom has read, understands, and will comply.

3.6.5 Construction

This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

MCI WorldCom has read, understands, and will comply.

3.6.6 Headings

The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

MCI WorldCom has read, understands, and will comply.

3.6.7 Notices

For any notice under this Contract to be effective it must be made in writing and sent by hand, certified mail, overnight delivery/courier service, or registered mail to the mailing address of the Project Representative, as provided in Section 2.1 of the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

MCI WorldCom has read, understands, and will comply.

3.6.8 Continuing Obligations

The terms of this Contract will survive the termination or expiration of the ICOP and the time for collecting any final payment of Commissions, except where such creates an absurdity.

MCI WorldCom has read, understands, and will comply.

3.7 *Law & Courts*

3.7.1 Compliance with Law

The Contractor and the ODRC agree to comply with all applicable federal, State, and local laws, and all applicable rules, in performing the Contract, and further agree to require all of its subcontractors to comply with the same.

MCI WorldCom has read, understands, and will comply.

3.7.2 Drug-Free Workplace

The Contractor will comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all of its employees and all of its subcontractors' employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

MCI WorldCom has read, understands, and will comply.

3.7.3 Conflicts of Interest

No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the ODRC knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract and the Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when ODRC has determined, in the light of the personal interest disclosed, that said person's participation in any such action would not be contrary to the public interest.

MCI WorldCom has read, understands, and will comply.

3.7.4 Ohio Ethics and Elections Law

The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, O.R.C. §102.04. The Contractor affirms that, as applicable to the Contractor, no party listed in Divisions (I) or (J) of ORC Section 3517.13 or spouse of such party has made, as an individual, within the two (2) previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor of the State of Ohio or to his campaign committees.

MCI WorldCom has read, understands, and will comply.

3.7.5 Injunctive Relief

Nothing in this Contract is intended to limit the ODRC's right to injunctive relief if such is deemed necessary to protect its interests.

MCI WorldCom has read, understands, and will comply, with the understanding that this clause would apply mutually.

3.7.6 Assignment

The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the ODRC. The ODRC may not unreasonably withhold, condition or delay its consent to any such assignment.

MCI WorldCom has read, understands, and will comply, with the clarification that MCI WorldCom reserves the right to assign or otherwise transfer this Contract, in whole or in part, to any parent, or any other controlled subsidiary or affiliate thereof, or to any purchaser of all or substantially all of its assets.

3.7.7 Governing Law

This Contract, and any amendment or attachment hereto, shall be governed by, construed, enforced, and interpreted in accordance with the laws of the State of Ohio without reference to its principles of conflicts of law, except to the extent the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission or any other applicable federal law applies. Venue for any disputes will lie with the appropriate court in Franklin County, Ohio.

Any action or proceeding against any of the parties hereto relating in any way to this Contract or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio. The parties hereto consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding.

MCI WorldCom has read, understands, and will comply.

3.7.8 Multiple Counterparts

This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

MCI WorldCom has read, understands, and will comply.

3.8 *Contract*

If this RFP results in a Contract award, the Contract shall be defined as this RFP, written attachments to this RFP, written amendments to this RFP, the Proposal, written, authorized amendments to the Proposal, and any revisions, changes, or negotiated amendments to these documents. The Contract shall also include any amendments, revisions, changes and attachments that comprise and define the formal contract. It will also include any materials incorporated by reference in the above documents and change orders issued under the Contract. The form of the Contract is attached as a one (1) page attachment to this RFP (see Attachment F, which is incorporated herein), but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Section 3 of this RFP.

If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. *This RFP, as amended;*
2. *The documents and materials incorporated by reference in the RFP;*
3. *The Proposal, as amended; and*
4. *The documents and materials incorporated by reference in the Proposal.*

Amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

MCI WorldCom has read, understands, and will comply, with the understanding that if any provisions of the MCI WorldCom proposal (as it may be amended) differ from the RFP as amended, and are accepted and agreed to by ODRC, then the form Contract will be modified as necessary to incorporate such provisions for the purpose of granting them appropriate precedence among the documents comprising the Contract.

XVII.2 ADDITIONAL CLARIFICATIONS

RFP SECTION 1 - GENERAL OVERVIEW

1.4 Overview of the ICOP

2nd Paragraph. MCI WorldCom has read, understands, and will comply, subject to its response to RFP Section 4.12.

6th Paragraph. MCI WorldCom has read, understands, and will comply, subject to its response to RFP section 4.12.6.

1.5 Expected Duration of Contract. MCI WorldCom has read, understands, and will comply, subject to the clarification that any extension of the contract beyond the initial term would require mutual agreement of the parties.

SECTION 2 - GENERAL INSTRUCTIONS

2.5 Proposal Submittal. MCI WorldCom has read, understands, and will comply, with the clarification that ODRC's right to use this proposal is limited to evaluation and contract award to MCI WorldCom under this RFP. Any intellectual property of MCI WorldCom embodied or reflected in this proposal, any accompanying documentation, or any other materials submitted in response to this RFP shall remain the sole and absolute property of MCI WorldCom.