

# **Knox County Government**

**and**

## **Pay Tel Communications, Inc.**

**This Contract**, made and entered into this 23 day of September, 2008 between Knox County Government through its governing body and authorized representative, hereinafter referred to as "County" and Pay Tel Communications, Inc., hereinafter referred to as "Contractor".

**Whereas**, County requested sealed proposals for Inmate Phone Services for the Knox County Sheriff's Office (Request for Proposal #709) and;

**Whereas**, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

**Whereas**, Contractor agrees and undertakes to provide said services for Knox County, as set forth in the Request for Proposal, and at the commission rate quoted for said services by Contractor. Further, in accordance with the lawful directions of the County, the Contractor agrees in all respects, to be governed by this Agreement, the Request for Proposal specifications and the Contractor's proposal and response.

**Now, therefore** in consideration of mutual covenants and promises contained herein, the parties hereto wish to enter into this contract to set forth their respective rights and obligations and do mutually agree that;

### **Witneseth:**

**1. Terms of this Contract.** This Contract commences on 1<sup>st</sup> day of October, 2008 and ends the 30<sup>th</sup> day of September 2011 unless terminated in conformity with the terms of this Contract as contained in paragraphs 2 and 21. There shall be two (2) additional three (3) year renewal periods at the discretion of Knox County. This may result in a total of nine (9) years. Knox County agrees to give reasonable notice of not less than thirty (30) calendar days if it does not intend to renew.

**2. Appropriations.** In the event that insufficient funds are appropriated to enable the County to perform all of its obligations under the Contract, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

3. **Background Checks:** A Knox County Sheriff's Office background check may be required for any or all employees of the successful Contractors' staff providing services to Knox County. Any cost will be borne by Knox County. Certain felony convictions will prevent individual persons from being on Knox County property. These generally include those offenses that would tend to endanger the health or welfare of persons or staff.

4. **Books and records.** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the service under this contract and make such materials available at their offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the Contract for inspection by County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

5. **Compliance with all federal, state, and municipal laws.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of Inmate Telephone Services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

6. **Contract documents.** It is mutually agreed by both parties that the following documents are made part of this Contract and are incorporated herein by reference:

- A. Request for Proposal #709 and Addendum I, II and III
- B. Contractor's Response to Request for Proposal #709 and Addendum I, II and III
- C. Contractor's Certificate of Insurance

7. **Contractor** shall indemnify, defend, save and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the Contract by Contractor, its subcontractors, agents or employees or due to any negligent act, occurrence, omission, or commission of Contractor, its subcontractors, agents, or employees.

8. **Delivery.** Contractor shall install and operate the Inmate Phone System as detailed in Attachment A and Attachment B of this document, for the Knox County Sheriff's Office in accordance with the Contractor's schedule, which schedule shall be coordinated with the Knox County Sheriff's Office or their designee(s).

**9. Detention Facility Complex Orientation:** All employees performing work at the Detention Facility Complex may be required to go through an orientation of the facility and facility procedures before beginning work at or in the facility.

It is requested that all personnel who may be working at the facility attend this meeting. Additional vendor employees will also need to attend the orientation if they are assigned to the job at a later date.

**10. Governing Law and Venue.** This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

**11. Independent contractor.** Contractor acknowledges that Contractor and employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

**12. Commission and Reporting Requirements.** Contractor shall send commission payments and monthly reports relative to the services performed to the following address:

**Knox County Sheriff's Office  
Attn: Allison Rogers  
400 Main Street, Suite L-149  
Knoxville, Tennessee 37902**

Contractor shall also copy all commission payments and monthly reports to the following address:

**Knox County Purchasing Division  
Attn: Contract Administrator  
1000 N. Central Street, Suite 100  
Knoxville, TN 37917**

Contractor shall issue call data and revenue information by the 25<sup>th</sup> of each month following the call period (previous month) and commission shall be paid by the 30<sup>th</sup> of same month. Contractor shall pay Knox County total commissions equaling 43.75% of all gross billable call revenue as generated by this Agreement.

**13. Limitations of liability.** In no event shall County or Contractor be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County or Contractor has been advised of the possibility of such damages.

**14. Nondiscrimination and non-conflict statements.** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor.

Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

**15. Payment.** Contractor shall pay a Commission to Knox County on the amount as agreed upon in County's Request for Proposal #709 and Contractor's response:

- ❖ 43.75% of all Gross Billable Call Revenue, and Contractor shall
- ❖ Provide \$234,605.00 value of Software, Equipment and Services for the commissary, inmate banking and necessary interfaces

pursuant to all payments by Contractor being subject to the County's review and approval. The Contractor shall pursue all work diligently until completion as directed by the Knox County Sheriff's Office.

**16. Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County, which consent will not be unreasonably withheld.

**17. Right to inspect.** County reserves the right to make periodic inspections of the manner and means in which the services are performed.

**18. Safety and Protection:** The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations, if any, for the project. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

The contractor is responsible for training their employees in any applicable Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

**19. Severability clause.** If any provision of this Contract is declared illegal, void, or unenforceable the remaining provisions shall not be affected but shall remain in force and in effect.

**20. Tax Compliance.** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

**21. Termination.** County may terminate this Contract with or without cause, upon written notice of not less than sixty (60) calendar days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the express written permission of County.

**Should the Contractor** fail to provide the services as detailed in Attachment A herein, County will communicate the problem(s) to the Contractor both verbally and in writing and keep a written record as to what the problem(s) are and when the contractor was contacted. The Contractor shall have 72 hours to rectify the problems. If the same or other non-routine problems persist or reoccur, the County may terminate the Contract.

In the event Contractor intends to interrupt or discontinue service under this contract, Contractor agrees to give Knox County at least 90 day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any material interruption or discontinuance of service without said advance notice shall constitute a material breach of this contract.

It is agreed that this Contract represents the entire Contract between the parties and no prior representations, promises and agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

**In witness whereof**, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by:

Michael R. Ragsdale  
9/12/08

Michael R. Ragsdale  
Knox County Mayor

Pay Tel Communications, Inc.

by:

Vincent Townsend

Vincent Townsend  
President

Contract #: 08-397

Approved as to Legal Form:

TSK

Knox County Law Director's Office

9-11-08

Date

**Attachment “A”**

**Request for Proposal #709  
and  
Addendum I, II and III**

**Inmate Phone System**

The Purchasing Division of Knox County Tennessee will receive sealed proposals for the provision of an Inmate Phone System as specified herein. Proposals must be received by 2:00 p.m. on May 14, 2008. Late proposals will be neither considered nor returned.

**Deliver Proposals to:**  
**Proposal Number 709**  
**Knox County Purchasing Division**  
**1000 North Central Street, Suite 100**  
**Knoxville, Tennessee 37917**

**The Proposal Envelope must show the Proposal Number, Name and Opening Date.**

## **SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 HOW TO DO BUSINESS:** On July 1, 2005 Knox County Government implemented a web-based purchasing software system, "Knox Purchasing On-Line". The purpose for migrating from our existing financial software application was to provide our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. As a result of this implementation, the Purchasing Division is now able to offer on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to go to our website at [www.knoxcounty.org/purchasing](http://www.knoxcounty.org/purchasing) and register as a vendor in our on-line purchasing system, "Knox Purchasing On-Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Purchasing Division representative listed in subsection 1.3 of this document.
- 1.2 VENDOR REGISTRATION:** Prior to the opening of this proposal, **ALL PROPOSERS** must be registered with the Purchasing Division. Please register on-line at our website at [www.knoxcounty.org/purchasing](http://www.knoxcounty.org/purchasing) and click on "Online Vendor Registration". Proposers must be registered with the Purchasing Division prior to submitting their proposal.
- 1.3 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Matt Myers, CPPB, Contract Administrator, at 865.215.5750. Questions may be faxed to 865.215.5778 or emailed to [matt.myers@knoxcounty.org](mailto:matt.myers@knoxcounty.org). Information about the Knox County Purchasing Division and current proposals may be obtained on the Internet at [www.knoxcounty.org/purchasing](http://www.knoxcounty.org/purchasing).
- 1.4 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty working days (60) from the date of the proposal opening, unless otherwise indicated in their proposal.
- 1.5 ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 1.6 AWARD:** Award will be made to the most responsive, responsible proposers meeting specifications, which presents the product that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis. The evaluation criteria are listed in Section 3.12. Knox County also reserves the right to not award this proposal.
- 1.7 CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.8 COPIES:** Knox County requires that proposals be submitted as one (1) original and five (5) exact copies.
- 1.9 DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.
- 1.10 DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy modification, active recruitment of interested businesses and process re-engineering.

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Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our disadvantaged business program, please contact:

Robert Minter  
Supplier Diversity Coordinator  
Knox County Purchasing Division  
Telephone: 865.215.5756  
Fax: 865.215.5778  
E-Mail: robert.minter@knoxcounty.org

- 1.11 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Purchasing Division will **not** accept electronically transmitted proposals when responding through the county's online purchasing system for this procurement. Facsimile submission is strictly prohibited. All proposals must be mailed or delivered by hand.
- 1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposers in the preparation of their proposal.
- 1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.14 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a contractor whose contract requires possession of firearms or other weapons to successfully complete their contract, contractor must provide personnel who are bonded to bear said weaponry.
- 1.15 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.16 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time date and stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County shall also not be responsible for proposals delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Purchasing Division shall serve as the official record of time.
- 1.17 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals being submitted on paper shall:
- 1.17.1 Be submitted on recycled paper
  - 1.17.2 Not include pages of unnecessary advertising
  - 1.17.3 Be made on both sides of each sheet of paper
- 1.18 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposers to review the entire Request for Proposal (RFP) packet and to notify the Purchasing Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Purchasing Division not less than five (5) business days prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.
- 1.19 **SIGNING OF PROPOSALS:** In order to be considered all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the proposal document.
- 1.20 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

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- 1.21 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

- 1.22 **USE OF PROPOSAL FORMS:** Proposers are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.23 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's Proposers list for twenty-four months.
- 1.24 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## **SECTION II OBLIGATIONS, RIGHTS AND REMEDIES**

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or used under this contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive proposals.

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- 2.8 **GOVERNING LAW:** The laws of the State of Tennessee shall govern this contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.
- 2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.14 **NONDISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.15 **ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Request for Proposal, (3) Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.16 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.17 **RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.18 **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

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- 2.19 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.
- 2.20 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.21 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

### SECTION III SPECIAL TERMS, AND CONDITIONS

- 3.1 **INTENT:** The intent of this solicitation is to convey to prospective proposers the type and quality of an Inmate Phone System (IPS) desired by Knox County. This shall include, but not be limited too, all labor, materials, equipment, supervision, inspection, overhead and profit, and all necessary functions to complete the project as outlined.
- 3.2 **ACCEPTANCE:** Contractors are advised that neither the signing of delivery receipts nor the payment of an invoice necessarily constitutes acceptance of product of installation. Acceptance requires a specific written action by Knox County so stating.
- 3.3 **AWARD PROCEDURES:** The award procedures of this proposal will be as follows:
- 3.3.1 Evaluation of proposals using the criteria listed below
  - 3.3.2 Issuance of a Notice of Intent to Award
  - 3.3.3 Contract documents negotiated, drafted and approved
  - 3.3.4 Contract approved by Knox County Law Department
  - 3.3.5 Contract approved by Knox County Commission
  - 3.3.6 Contract Execution
- 3.4 **BACKGROUND CHECKS:** A Knox County Sheriff's Office background check may be required for any or all employees of the Contractors staff providing services to the Knox County. Any cost will be borne by Knox County. Certain felony convictions will prevent individual persons from being on Knox County property. These generally include those offenses that would tend to endanger the health or welfare of persons or staff.
- 3.5 **BONDING:** Vendors are advised that all bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. All required bonds must be issued through companies licensed to do business in the State of Tennessee.
- 3.6 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with a fax or e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning fax machine. Ideally, the Contractor will have e-mail capabilities.
- 3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.
- 3.8 **CONTRACT EXECUTION:** The award of this proposal will result in a contract between Knox County and the successful proposer. The Knox County Purchasing Division will draft this contract and no proposer forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract documents or as Contract attachments.

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- 3.9 **CONTRACT TERM:** Knox County intends to issue an initial three (3) year award. Upon the mutual agreement of the vendor, KCSO and Knox County, the award may be extended for two (2) additional three (3) year terms. This may result in a total of nine (9) years. The renewal option is at the discretion of Knox County Government. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises.
- 3.10 **DETENTION FACILITY COMPLEX ORIENTATION:** All employees performing work at the Detention Facility Complex may be required to go through an orientation of the facility and facility procedures before beginning work at or in the facility. It is requested that all personnel who may be working at the facility attend this meeting. Additional contractor employees will also need to attend the orientation if they are assigned to the job at a later date.
- 3.11 **DRUG-FREE WORKPLACE:** If **CONTRACTOR** has five or more employees receiving pay: **CONTRACTOR** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and proposers **shall** Provide the Affidavit required by Public Acts, 2000, Chapter 918. **CONTRACTOR** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.
- 3.12 **EVALUATION CRITERIA:**
- Rates and Commissions 40 Points  
(Compliance; Rates; Percentages; Commissions)
  - Technology, Equipment and Services 35 Points  
(Back Office Services and Reporting; Hardware and Phone Equipment; Validation; Three Way Call Detection; Debit Platform; PINS)
  - Industry Experience 25 Points  
(Installed References; Years in Industry; Pending Laws, Financial Information)
- 3.13 **INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Proposers must complete, sign and have its insurance agent sign the attachment and submit it with their proposal. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage's and naming Knox County and Knox County Government as additional insured.
- 3.14 **LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS MUST BE SUBMITTED WITH THE PROPOSAL. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO PROPOSAL REJECTION.**
- 3.15 **NO CONTACT POLICY:** After the date and time that the Contractor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Purchasing Division representative listed herein, concerning this proposal is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.16 **OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposal promote competitive proposals. It shall be the Contractor's responsibility to advise the Purchasing Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposal. Such notification must be submitted in writing and must be received by the Purchasing Division not later than five (5) business days prior to the proposal opening date.
- 3.17 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County **will** comply with all legitimate requests. Submission of your proposal will be an acknowledgement to this provision.
- 3.18 **PERFORMANCE AND PAYMENT BONDS:** The successful contractor(s) **may** be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds \$100,000 in value. Knox County reserves the right to require said bonds to be executed for less than the State's requirement in order to protect the taxpayers. The bonds will be returned upon the successful and satisfactory completion of the project.

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- 3.19 **PRE-PROPOSAL CONFERENCE:** There will be a pre-proposal conference on May 1, 2008 beginning promptly at 2:00 pm local time. Location is the Knox County Sheriff's Detention Facility, 5001 Maloneyville Road, Knoxville, TN 37918. Potential proposers are encouraged to be present at this conference. Proposers will be able to tour the facility.
- 3.20 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given. Upon the Notice of Intent to Award being executed, all submissions will be made public and open for viewing. Interested individuals may call the Purchasing Division to schedule a time to review the submissions.
- 3.21 **PROPOSAL REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made a part of the evaluation file.
- 3.22 **REMOVAL OF CONTRACTORS EMPLOYEES:** The Contractor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Contractor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.
- 3.23 **REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:
- 3.23.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and
- 3.23.2 That the firm is familiar with all Federal, State, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- 3.23.3 That such temporary and permanent work required by the contract documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
- 3.23.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.
- 3.24 **SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project.

The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the contractor.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

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- 3.25 **STATE LICENSING AND EXPERIENCE REQUIREMENTS:** All proposers must be properly licensed by the State of Tennessee. Proposers must submit a copy of the license with their proposal. The proposer shall be a state licensed contractor primarily in commercial work for at least five years. The actual work shall be performed by qualified and experienced laborers working under the supervision of the contractor.
- 3.26 **SUB-CONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this proposal and during the duration of the award.
- 3.27 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

#### SECTION IV SCOPE OF WORK

- 4.1 **SCOPE OF WORK:** The scope of this project is to obtain an Inmate Phone System (IPS) at the Knox County Sheriff's Office Detention Facilities, hereinafter referred to as KCSO. There will be three (3) locations this contract will serve, the Work Release Center, the Detention Facility and the County Jail Downtown. The contractor shall provide all labor, supervision and materials required to install, operate and maintain all telephone communications equipment necessary for the operation of credit card, debit card and collect only telephone stations (at the specified locations) at no charge to the County.
- 4.1.1 All material for installation shall be brought in and the work conducted so as to avoid interference with the activities within the Detention Facilities. Every effort shall be made by the contractor to limit dust, noise and fire hazards.
  - 4.1.2 The contractor shall be responsible for all aspects of the inmate telephone system such as acquisition, installation, operations, service, training and maintenance.
  - 4.1.3 All telephone service related to the inmate telephones must be provided at the Contractor's own expense and Knox County will incur no cost for any portion of the installation, service, or training throughout the term of the contract.
  - 4.1.4 If necessary, the contractor may be required to remove all existing inmate telephone equipment currently in use at all facilities in operation.
  - 4.1.5 The successful Contractor will be required to either convert the existing phone records to the new system or maintain the existing database for a period of no less than three (3) years.
  - 4.1.6 The successful contractor will be required to insure the integrity of those records for use in court proceedings.
  - 4.1.7 The successful contractor will provide a backup/redundant database to provide all security possible to protect the data stored.
  - 4.1.8 The successful contractor may be required to install the equipment in a temporary location until the current equipment is removed.
  - 4.1.9 The successful contractor must have a local service representative trained on the respective equipment.
  - 4.1.10 The successful contractor must provide 24 hour contact information for service to the system in the event of a failure.
  - 4.1.11 The successful contractor must have spare parts on site for phones and servers.
  - 4.1.12 The successful contractor must provide storage space to record all inmate phone calls and maintain them for no less than 3 years from all facilities along with reporting capabilities to provide call histories and phone number lists.
  - 4.1.13 The successful contractor must provide security or the system to verify the integrity of the data stored.
  - 4.1.14 Three way call detect, word recognition, and number called alerts will all be considered in the proposal.
- 4.2 **COMPENSATION:** The Contractor shall pay commissions on all Gross Revenues generated by calls placed from the inmate telephone equipment located at the facility. Gross Revenue includes, but is not limited to, all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate, and International revenues generated by completion of all Collect, Debit, and Prepaid calls from vendor's inmate telephones. KCSO shall not be liable for any of Contractor's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages. The Contractor shall not hold KCSO responsible for unbillable, uncollectible or fraudulent calls, nor shall any revenues be deducted from KCSO's commissions for such calls.

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- 4.3 **COMMISSION PAYMENT AND REPORTING:** The vendor shall provide commission payments and call detail reports to KCSO no later than the thirtieth (30<sup>th</sup>) day of the month following the month of revenue recognition. Vendor is to provide KCSO desk-top access to call detail information to view and print reports related to calls generated from any facility and the rates charged. Information available in reports should include date range, originating number (or all), the party called and the revenue generated with that call. Call detail reports shall include a detailed breakdown of the traffic for all collect, debit and prepaid calls for each inmate phone or inmate phone station.

Call detail shall include, at a minimum, each of the following items for each inmate phone station broken down by collect, debit and prepaid call types: (a) Facility Name; (b) Facility Identification Number; (c) Facility Street Address, City, State, and Zip Code; (d) Automatic Number Identifier, or Station Number; (e) Total Gross Local Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (f) Total Gross Intralata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (g) Total Gross Interlata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (h) Total Gross Interlata/Interstate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (i) Total Gross International Revenue per Inmate Telephone or Inmate Telephone Station (j) Commission Rate; (k) Total Commission Amount (including, but not limited to, Local, Intralata/Intrastate, Interlata/Intrastate, and Interlata/Interstate); (l) Period Dates; (m) Total Minutes of use per Inmate Phone Station for each call type; (n) Total Number of Calls per Inmate Phone Station for each call type; (o) Total Debit Usage for each call type; and (p) Total Pre-pay Usage for each call type. Please provide a sample of how the Vendor will meet this requirement. Commission discrepancies must be resolved by Contractor within thirty (30) days of receipt of notification of a discrepancy by KCSO.

- 4.4 **GENERAL REQUIREMENTS:** The Contractor shall furnish, install and maintain telephones for use by inmates at the facilities operated by KCSO. The Contractor shall provide all telephone services to the inmates utilizing the Contractor's IPS in accordance with those requirements and provisions set forth in this section.

- 4.4.1 The Contractor shall notify KCSO of any new software revision level upgrades within thirty (30) days of the introduction of the new software into the market by Contractor. Contractor shall upgrade the IPS with new software revisions at no cost to KCSO.
- 4.4.2 The Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, and state, county, or municipal government at no cost to KCSO. The Contractor shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.
- 4.4.3 The Contractor shall not assign the contract between KCSO and Contractor to a third party without written consent from KCSO. Upon KCSO's written consent, any such purchaser, assignee, successor or delegate shall thereupon have all of the rights and responsibilities of the Contractor.
- 4.4.4 Contractor shall protect, indemnify, defend, save and hold harmless Knox County and KCSO from and against claims arising out of acts or omissions of the Contractor in the performance of the Agreement, including, but not limited to: demands and causes of action that may arise from rates charged for telephone use, telephone service, operation, or availability; or billing or credit policy; demands and causes of action that may arise from property damage and bodily injuries received, or alleged to have been received by any person as a result of the presence in the facility of said inmate telephones; violation of any statutory or regulatory provisions pertaining to rates; failure to pay levied taxes related to the telephones or revenues generated thereof; or other activities of Contractor related to IPS performance hereunder or the conduct or any activity relating to said telephones.

KCSO must provide Contractor reasonable and timely notice in writing of such claim, demand or cause of action made or brought against KCSO. The Vendor shall have the right to defend any such claim, demand or cause of action and KCSO shall not compromise the same without consent of vendor. The Contractor agrees that KCSO shall not be liable for damage to or destruction of the inmate telephone equipment caused by inmate vandalism.

- 4.4.5 Contractor agrees to carry and maintain insurance acceptable to Knox County, as outlined below.
- 4.4.6 Contractor agrees that KCSO shall not be responsible for any liability incurred by the contractor or the Contractor's employees, agents, or assigns arising out of the performance of this RFP, except as otherwise provided in the contract.

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4.4.7 Contractor further agrees to indemnify, defend, and hold Knox County and Knox County Sheriff's Office harmless from any and all causes of action arising from this contract. With respect to required insurance, Contractor shall:

4.4.7.1 Name Knox County and the Knox County Sheriff's Office as additional insured / or an insured, as IPS interest may appear.

4.4.7.2 Provide Knox County and the Knox County Sheriff's Office a waiver of subrogation.

4.4.7.3 Provide Knox County and the Knox County Sheriff's Office with a thirty (30) day advance written notice of cancellation or material change said insurance.

**4.5 INITIAL AND ONGOING INSTALLATIONS:** For each installation, the Contractor shall submit an installation schedule. Any initial installations must be completed within forty five (45) days of the date KCSO awards the facility(s) to the Contractor. This implementation plan will become a part of the agreement and must be followed.

4.5.1 The Contractor agrees to obtain KCSO's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. KCSO does not anticipate that such work will be required for the initial installation of the phone system.

4.5.2 The Contractor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.

4.5.3 The Contractor shall provide a signed statement indicating that all circuits have been tested, and that all cables, pairs, blocks, frames, and terminals are legibly marked after completion of each installation.

4.5.4 Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the facility are at the risk of the Contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this contract by the Contractor becomes KCSO's upon termination and/or expiration of the contract.

4.5.5 The Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable EIA/TIA wiring standards for commercial buildings.

4.5.6 The Contractor shall install additional telephones and monitoring and recording equipment as needed at no cost to KCSO. This includes expansion to existing facility and a newly constructed facility. This shall be done throughout the Contract period and all subsequent renewal periods.

4.5.7 The Contractor shall provide and install adequate surge and lightening protection equipment on all lines used for the IPS.

4.5.8 Installation of all telephones and related equipment shall be accomplished during normal business hours at each facility or as directed by the facility's Chief Administrator.

4.5.9 The Contractor shall clean up and remove all debris and packaging material resulting from work performed.

4.5.10 The Contractor shall restore to original condition any damage to KCSO's property caused by maintenance or installation personnel associated with the Vendor, including repairs to walls, ceilings, etc.

4.5.11 The Contractor agrees to install, repair and maintain all vendor provided equipment and lines at no cost to KCSO. Vendor provided equipment, installation, maintenance and repair costs as well as all costs or losses due to inmate vandalism shall be the total responsibility of the Contractor. Contractor will not be responsible for damages caused by KCSO employees.

4.5.12 Upon completion of initial installation and ongoing installations, Contractor must provide KCSO with a list of telephone numbers, serial numbers, and locations of each unit.

4.5.13 Contractor must indicate the physical size of any controlling equipment, if any, to be installed at KCSO, and where installation is recommended.

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4.5.14 Contractor must indicate any environmental conditions required for the proposed equipment.

**4.6 STATION EQUIPMENT SPECIFICATIONS:**

- 4.6.1 The IPS shall provide that all operational features and system requirements provided must be applicable to all calls placed through the system, including local and long distance calling.
- 4.6.2 Each call, having been identified as being placed through the Contractor's IPS, shall be delivered to the called party as a collect call, or a debit call, if the debit application is in effect and chosen as the means to place the call.
- 4.6.3 There shall be two stations located in the holding cell / booking area of KCSO. The stations shall allow two (2) free calls per inmate at the time of booking.
- 4.6.4 Telephone station equipment shall be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location.
- 4.6.5 The IPS shall comply with all Federal Communication and/or Utility Commissions regulations. The IPS and phone stations shall be sturdy, non-coin, vandal resistant and steel armored composed of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts.
- 4.6.6 The Contractor shall provide a sufficient number of telephone lines to the IPS to prevent inmates from receiving busy signals more than 5% of the time.
- 4.6.7 The Contractor shall provide telephone reception quality at least equal to the toll quality offered to the general public and shall meet telecommunication industry standards for service quality. A minimum of twenty (20%) percent of the telephone sets must be of the "amplified" or volume controlled sort. The Contractor shall accept KCSO's decision regarding whether the reception quality meets industry quality standards.
- 4.6.8 A call acceptance by the called party shall be accomplished for all collect, debit, and pre-pay calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The IPS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular phones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc.
- 4.6.9 The IPS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone should be activated to prevent fraud. Vendor must assume all responsibility for fraud.
- 4.6.10 During the call set up process, the IPS shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at a specific facility. All collect calls must be clearly identified as a collect call to the called party. This recording must be heard by the called party, and be free of any toll charges. The announcement shall include: "This call may be recorded." Contractor must indicate how much time is allowed for the inmate to record his/her name when placing a call and how many times the system will play the message to the called party prior to termination.
- 4.6.11 The IPS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. The called party must also be able to select the preferred language for call prompts. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone.
- 4.6.12 The Contractor shall subscribe to the Local Exchange Carrier Line Information Screening Data Base (LIDB). The Contractor shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS). The vendor must assume all responsibilities for the cost and the accuracy of validation.
- 4.6.13 The IPS shall have the capability to provide free calling to selected local numbers as determined by KCSO.

- 4.6.14 Contractor shall provide the FCC registration number of the interface that connects your system with the local exchange and/or IXC network.
- 4.6.15 Contractor shall provide watched number alert and monitoring along with file and case logging.
- 4.6.16 Contractor must indicate how calls to rotary phones are handled to ensure completion of all calls.
- 4.6.17 The IPS shall, upon request by KCSO, provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring and billing purposes:
- 4.6.17.1 Monitoring reports that can be provided or sorted by any or all of the following criteria:
- i. Daily statistical reports;
  - ii. Facility name;
  - iii. Originating number;
  - iv. Terminating number;
  - v. Date of call;
  - vi. Time of day;
  - vii. Length of call; and
  - viii. Type of call
  - ix. PIN number
  - x. Frequently called numbers
  - xi. Common numbers called (for all numbers called by more than one inmate)
- 4.6.17.2 Billing reports that can be provided or sorted by any or all of the following criteria:
- i. Call detail report;
  - ii. Amount charged per call;
  - iii. Gross revenue;
  - iv. Daily statistics;
  - v. Monthly statistics;
  - vi. Called party/number accepting report;
  - vii. Fraud/velocity report;
  - viii. Separate facility totals and statistics;
  - ix. All facility totals and statistics;
  - x. Total calls;
  - xi. Calls by date;
  - xii. Time of day; and
  - xiii. Length of a call.
- 4.6.18 The IPS shall also provide the ability to customize reports in a form mutually agreed upon by KCSO and IPS designated agent and vendor at no additional cost to KCSO.
- 4.6.19 The IPS shall store all call detail records, including all attempts and completed calls at the facility for a minimum period of three (3) years. KCSO shall have access to all call detail records and recordings from all network stations.
- 4.6.20 The Contractor shall have the ability to perform remote diagnostics to the IPS to determine if a problem is with the telephone unit or with the telephone line.
- 4.6.21 The IPS shall be TCP/IP compatible and allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- 4.6.22 The Contractor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD). A minimum of one (1) TDD telephone shall be in operation at the facility and shall be compatible with the IPS.
- 4.6.23 The IPS must offer the called party an option to receive a rate quote during the call set-up process.

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#### **4.7 SECURITY FEATURES:**

- 4.7.1 The IPS shall prohibit direct-dialed calls of any type.
- 4.7.2 The IPS shall prohibit access to "411" information service.
- 4.7.3 The IPS shall prohibit access to 800 and 900 type services.
- 4.7.4 The IPS shall prohibit access to multiple long distance carriers via 950, 800, etc., numbers.
- 4.7.5 The IPS must be able to be shutdown quickly and selectively. KCSO must be able to shutdown the IPS by cut-off switches at several locations including, but not limited to:
  - 4.7.5.1 At demarcation location - total facility telephones;
  - 4.7.5.2 By central control center - select telephones; and,
  - 4.7.5.3 By select housing IPS - control center.
- 4.7.6 The IPS shall be able to take an individual station out of service without affecting other stations or phone.
- 4.7.7 The IPS shall prevent any inmate telephone from receiving any incoming calls. The vendor agrees that no inmate telephone shall be capable of receiving an incoming call and the vendor shall work with the local exchange carriers (LECs) to ensure such control.
- 4.7.8 The IPS, upon detection of a three way call (call forwarding and conference calls, etc.), shall have the capability to terminate the call immediately.
- 4.7.9 The IPS shall have the ability of answer detection.
- 4.7.10 The IPS shall incorporate key word search technology.
- 4.7.11 The IPS shall be capable of denying certain telephone numbers from inmate dialing and providing a "watched number notification".
- 4.7.12 The inmate's call shall be muted until the called party has positively accepted the collect, debit or pre-pay call.
- 4.7.13 The IPS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes per inmate, per month.
- 4.7.14 In all circumstances, the service shall limit the inmate to a single call request. The service shall always require the inmate to disconnect and initiate another call.

#### **4.8 PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION:**

- 4.8.1 The PIN application shall work with the IPS using all the features and functionalities described herein.
- 4.8.2 The IPS shall provide collect, debit and pre-pay station-to-station calling utilizing a PIN.
- 4.8.3 The IPS shall provide Allow Lists associated with each PIN. These Allow Lists shall store a set quantity of allowed telephone numbers for each inmate.
- 4.8.4 The IPS shall be able, upon request by KCSO, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:
  - 4.8.4.1 Authorized Call Lists by PIN or identifying number
  - 4.8.4.2 Calls by PIN or other identifying number
- 4.8.5 The IPS shall possibly interface with the KCSO booking system so that the inmate PIN will be automatically transferred to the IPS. KCSO shall also have the option to manually enter PIN numbers into the IPS when new inmates are added.

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- 4.8.6 The PIN numbers shall be stored in a database that is accessible to designated users, depending upon the user's password level.
- 4.8.7 The IPS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.

**4.9 MONITORING AND RECORDING REQUIREMENTS:**

- 4.9.1 The IPS shall be capable of permitting full monitoring and recording of all calls from any telephone within the facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The IPS shall have the ability to exclude those calls.
- 4.9.2 The IPS shall comprehensively record all calls, possibly including visitation phones. The facility shall have the capability of immediately replaying a recorded call at any desk top or workstation. All call recordings shall be stored online for a minimum period of ninety (90) days and shall be stored offline for a period of two (2) years.
- 4.9.3 The monitoring and recording of calls shall be selectively programmable by one or all of the following:
  - 4.9.3.1 Housing Unit;
  - 4.9.3.2 Start and Stop Time and Date of Call;
  - 4.9.3.3 Called Number; and
  - 4.9.3.4 PIN
- 4.9.4 The IPS shall be capable of showing real time call activity. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number.
- 4.9.5 The IPS shall allow the manual or automated set up of the monitoring and recording connection on an as needed basis on the personal computer provided by the Vendor and located at the facility or via the county network at any desk top as designated by KCSO.
- 4.9.6 The IPS shall have the capability of automatically calling and alerting investigators and offering live monitoring of calls.
- 4.9.7 The IPS shall provide for simultaneous playback of recorded calls and continuous recording of live conversations at each workstation or desk-top as designated by the KCSO. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
- 4.9.8 The IPS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service ticket history and other diagnostics.
- 4.9.9 The IPS shall provide the capability to copy the conversations onto a compact disc (CD) or other storage device. The storage device shall be provided by the Vendor and located with the recording equipment in the area designated by KCSO. The storage device shall produce transfer recordings with virtually no loss in quality and shall be capable of placing an audio time and date stamp within the recording. The storage device shall have a monitor amplifier and speaker so that the Investigator may confirm accurate transfers of the recorded information.
- 4.9.10 Time and date entries for each recorded conversation shall be displayed on a per channel basis. The IPS shall display all conversations in chronological order to facilitate research and playback.
- 4.9.11 Contractor shall provide KCSO with one workstation per site and have the ability to network with the county local area network, while maintaining an independent network working real-time with the IPS, for all monitoring, recording, and reporting features.
- 4.9.12 Contractor must describe how alarms and printed information will be provided.
- 4.9.13 The Contractor shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.

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**4.10 PRE-PAY OR DEBIT APPLICATION:** KCSO may or may not elect to implement a pre-pay and/or debit application at the facility. If KCSO chooses to implement such application, the application must include, but not limited to, the following:

- 4.10.1 The pre-pay and/or debit application shall work with the IPS provided.
- 4.10.2 The pre-pay and/or debit application will include commissary ordering capabilities through the IPS and include comprehensive inmate banking. There must also be the ability to transfer and manage funds to and from the inmate accounts to purchase commissary items. This interface will interact with the current inmate management system and jail management system to verify the person is currently housed in a Knox County Facility.
- 4.10.3 The IPS shall provide the inmate with the balance of their debit and/or pre-pay account at the time of the call.
- 4.10.4 The pre-pay and/or debit application shall allow international calls.
- 4.10.5 The pre-pay and/or debit application shall have the ability to terminate a debit account and refund income to the inmate or participant on the inmate's allowed calling list.
- 4.10.6 The pre-pay and/or debit calling rates may be lower than the collect calling rates.

**4.11 TRANSITION:** If applicable, the Vendor shall work with KCSO, IPS designated agent, and the new Contractor to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by KCSO.

Upon expiration, termination, or cancellation of the Agreement, the Vendor shall cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Agreement to an organization designated by KCSO. The Vendor shall provide and/or perform any or all of the following responsibilities:

- 4.11.1 All IPS inside wiring shall become the property of KCSO at the conclusion of the Agreement.
- 4.11.2 Remove IPS equipment at the conclusion of the Agreement in a manner that will allow the reuse of that wire distribution.

**4.12 TURN KEY SOLUTION:** KCSO prefers the Contractor to have the ability to provide a turnkey solution including monitoring and recording with , collect and debit calls; integration with the County's network, current commissary and jail management applications.

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## **SECTION V PROPOSAL FORMAT**

The following guidelines shall be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.

- Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs.
- Page numbers should be placed on bottom center of pages.

### **PART I COVER LETTER**

Cover letter authorizing the submission of the proposal signed by a principal of the company.

### **PART II PROPOSER INFORMATION**

Name of Company, Address, Telephone Number, Fax Number, Contact Person, E-mail Address of Contact Person, Knox County Vendor Number, Copy of Knox County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification Number (EIN)

### **PART III RATES AND COMMISSIONS**

Compliance, Rates, Percentages, Commissions

### **PART IV TECHNOLOGY, EQUIPMENT AND SERVICES**

Detail all proposed equipment required for service  
Detail the implementation plan proposed by your company  
(Back Office Services and Reporting; Hardware and Phone  
Equipment; Validation; Three Way Call Detection; Debit Platform;  
PINS)  
Provide a Sample of the standard reporting your company provides

### **PART V INDUSTRY EXPERIENCE**

Industry Experience, Installed References, Years in Industry, Pending Laws  
Financial Information

### **PART VI SCOPE OF WORK**

Detail the ability to meet, or exceed, the requirements as stated in Section IV Scope of Work. Detail each Section Number, (i.e. 4.1, 4.2 etc.) and describe how your proposed system will achieve each requirement. Detail any deficiencies your system may have in relation to Knox County's requirements. Detail the time frame for implementing your proposed system.

### **PART VII REFERENCES**

Provide name of organization, Phone number, Address, Contact person, E-Mail address, Size of Contracts  
Knox County may not be used as a reference.

### **PART VIII LITIGATION**

Has your organization been named in litigation regarding these services provided herein. Explain.  
Is your company/firm or any subsidiary of your company/firm currently a party in a lawsuit opposing Knox County. Explain.

### **PART IX ANY OTHER INFORMATION VENDOR WISHES TO SUBMIT (OPTIONAL)**

### **PART X APPENDICES**

Attach all Software and Equipment Manuals and Documentation

### **PART XI AFFIDAVITS, LICENSES and INSURANCE CHECKLIST**

Proposers must return the attached Affidavits, Licenses and the Insurance Checklist with their proposal.

Failure to submit any of the above information or any other information requested in this RFP may result in the proposal being disqualified.

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Knox County Purchasing Division  
Insurance Checklist  
Proposal Number 709

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS			
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE			
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT			
YES	3.	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">           AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO-SYMBOL (1)         </div>	COMBINE SINGLE LIMIT \$ 1,000,000 (Per -Accident) BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)			
YES	4.	COMMERCIAL GENERAL LIABILITY <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">CLAIM MADE</td> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 60%;">OCCUR</td> </tr> </table> </div>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR	EACH OCCURRENCE \$ 1,000,000 FIRE LEGAL LIABILITY \$ 100,000 MED EXP (Per person) \$ 5,000 GEN'L AGGREGATE LIMITS APPLIES PER PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE \$ 2,000,000
CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR				
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE			
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE			
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE			
YES	8.	XCU COVERAGE	NOT TO BE EXCLUDED			
YES	9.	UMBRELLA LIABILITY COVERAGE	\$2,000,000			
		PROFESSIONAL LIABILITY				
NO	10.	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">           ARCHITECTS &amp; ENGINEERS            ASBESTOS &amp; REMOVAL LIABILITY            MEDICAL MALPRACTICE            MEDICAL PROFESSIONAL LIABILITY         </div>	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM			
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM			
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)			
NO	13.	MOTOR CARGO INSURANCE				
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE			
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION			
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$			
NO	17.	DISHONESTY BOND	\$			
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.			
NO	19.	USL&H	FEDERAL STATUTORY LIMITS			

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION AND AUTO.

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23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED \_\_\_\_\_.

25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSERS NAMED BELOW AND HAVE ADVISED THE PROPOSERS OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: \_\_\_\_\_

AUTHORIZING SIGNATURE: \_\_\_\_\_

PROPOSERS'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSERS NAME: \_\_\_\_\_

AUTHORIZING SIGNATURE: \_\_\_\_\_

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**AFFIDAVIT OF COMPLIANCE**  
**WITH**  
**DRUG-FREE WORKPLACE REQUIREMENTS OF**  
**TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with proposal by contractor with 5 or more employees)

I, \_\_\_\_\_, president or other principal Officer of

\_\_\_\_\_, swear or affirm that the  
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE (COUNTY OF \_\_\_\_\_ )

Subscribed and sworn before me by \_\_\_\_\_

President or principal officer of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

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## NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Knox County, TN or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by a collusion, conspiracy, convenience or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature)

My commission expires \_\_\_\_\_

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## OFFICE OF COUNTY MAYOR

Purchasing Division • Department of Finance • 1000 North Central Street, Suite 100, Knoxville, TN 37917

### Knox County Purchasing Division Addendum I to Request for Proposal #709 Inmate Phone System

**Addendum Date:** May 7, 2008

**Buyer:** Matt Myers, CPPB

**Opening Date:** May 14, 2008 @ 2:00 pm

**Total Pages:** 14 Total Pages

The following questions and answers are hereby made part of Request for Proposal #709.

Question #1. Who is the current Jail Commissary Provider and term of contract?

Answer #1. Keefe Group is contracted to provide commissary items. We are currently a manual system.

Question #2. Who is the current Jail Management System provider and term of contract?

Answer #2. This is an in-house program written in Oracle called Justice Information Systems (JIMS).

Question #3. Current Call rates for collect, pre-paid collect and debit calling?

Answer #3. See Appendix A. Tennessee has a limit on what can be charged.

Question #4. Maximum single call length allowance (i.e. 10 minutes; 15 minutes)?

Answer #4. Ten (10) minutes.

Question #5. Current Call volumes by type (local, inter/intra lata, etc) and revenue generated for 12 months? This allows bidding vendors to share the exact information the incumbent vendor has available to them.

Answer #5. See Appendix A. Revenue for a 12 month period was \$80,463.78 for a monthly average of \$6,705.32

Question #6. Needs of the Jail Investigators Staff:  
a. Call Recording?

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- b. Call Monitoring?
- c. Call Alerts (ability to listen on demand to known number access or known inmate dialing)
- d. CD Burning capable – Chain of Evidence Required?
- e. Length of storage time for Call recordings
- f. Transfer of current call recordings to digital format required?

Answer #6.

- a. Yes
- b. Yes
- c. Yes
- d. Yes, CD labeling and marking is also preferred
- e. Three (3) years
- f. Yes

Question #7. Current Bed Count?

Answer #7. 1269

Question #8. Current Average Daily Population

Answer #8. 1000-1100

Question #9. Total Number of Inmate Phones

Answer #9. 135 Inmate Phones.

Question #10. Current Number of Visitor Pay phones

Answer #10. Two in Lobby.

Question #11. Current Number of Visitor Phones

Answer #11. 128

Question #12. Are Visitor phones presently monitored and/or recorded?

Answer #12. No.

Question #13. Do phone commissions go to Jail or County?

Answer #13. County.

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Question #14. Does Sheriff's office retain commissions on commissary?

Answer #14. Commissary is self supporting.

Question #15. How are inmate trust accounts refunded presently? (i.e. cash delivered in person to the jail?)

Answer #15. Checks either at time of release or within a day or two.

Question #16. As a matter of public record, what is the current commission rate?

Answer #16. Commissions payments shall be the following percentages of gross billable revenues: twenty percent (20%) local collect calls, twenty percent (20%) of intra-lata collect calls, twenty-five percent (25%) of the inter-lata intra-state calls, and twenty-five (25%) of the inter-lata inter-state calls.

Question #17. In order for "Vendor" (name removed by Knox County) to provide its best financial offer we must have revenue history and call rate information.

Would the County please provide:

- A. The last twelve months of call statistics and revenue reports
- B. Current Inmate Calling Rates

Answer #17. A. See Answer 5.  
B. See Appendix A.

Question #18. Are the current rates satisfactory to the County or does the County prefer that a lower or higher rate plan be proposed?

Answer #18. All vendors shall propose their best offer.

Question #19. Please provide the following facilities information:

- A. Physical addresses for the three locations
- B. Number of inmates per location
- C. Number of inmate telephones per location
- D. Number of visitation phones per location if they are to be included in this bid

Answer #19. A. Knox County Detention Facility  
5001 Maloneyville Road  
Knoxville, TN 37918  
Bed Count 964

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B. Knox County Jail  
400 Main Street  
Knoxville, TN 37902  
Bed Count 215

C. Knox County Sheriff Work Release Center  
4800 Maloneyville Rd.  
Knoxville, TN 37918  
Bed Count 90

Question #20. Are there any public coin phones included in this bid?

Answer #20. See Answer 10.

Question #21. What is the desired call duration limit for inmate calls? 15 minutes, 20 minutes?

Answer #21. See Answer #4.

Question #22. Are any portable (cart phones) required?

Answer #22. Not at this time.

Question #23. Please provide the name of your current JMS vendor, a contact name and phone number.

Answer #23. See Answer #2. No contact information will be given out.

Question #24. Do the servers for the JMS application reside on-site or off-site at a remote location?

Answer #24. The Jims servers are Located Downtown at the 400 Main Ave. Location of all the Inmate phone Servers are Located at the 5001 Maloneyville Rd. Location.

Question #25. Please provide the name of your current commissary vendor, a contact name and phone number.

Answer #25. See Answer #1. No contact information will be given out.

Question #26. Do the servers for the Commissary application reside on-site or off-site at remote locations?

Answer #26. Not applicable.

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Question #27. How many customer references are required for this bid?

Answer #27. Five (5) references are requested.

Question #28. When does the County expect to complete the bid evaluations and award a new contract?

Answer #28. Knox County prefers to have this contract approved at the May Commission Meeting.

Question #29. Does the Inmate Telephone Commissions go directly to the general fund?

Answer #29. See Answer #13.

Question #30. What is the current ADP of EACH facility at your location?

Answer #30. See Answer #19.

Question #31. Is there a network connection available between each location? Can we utilize this connection?

Answer #31. Currently the system uses OPX lines through the phone company and it would be assumed it could be transferred to the successful vendor.

Question #32. What is the commission rate with the current vendor?

Answer #32. See Answer #16.

Question #33. Will the County provide the calling rates used by the current phone vendor?

Answer #33. See Appendix A.

Question #34. Does the County currently utilize PIN numbers?

Answer #34. Yes

Question #35. Will the County please provide the number of calls and call traffic broken down by route for the last 6 months? (i.e. Local, IntraLata, InterLata/IntraState, InterState, International)

Answer #35. See Appendix A.

A random month shows these numbers on a call report and this would include any free calls we allow to the public defenders office.

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DTMF Detect 319

Silence Detect 102

Grand Total Calls 30081 for a thirty day period.

Question #36. Will the County please provide the total annual phone revenues broken down by call route? (i.e. Local, IntraLata, InterLata/IntraState, InterState, International)

Answer #36. See Appendix A.

Question #37. Does the County plan to use call recording? If so, please clarify the type of call recording such as live recording, live monitoring, call notification, or any other specifications.

Answer #37. Yes we will use recording and live monitoring and call notification.

Question #38. Is the County satisfied with the current phone locations? Is the county going to place additional phones in the current locations or other locations of the facility? If so, please provide the cabling/wiring requirements for additional phones. Will the County provide a floor plan of the current phone locations?

Answer #38. There are no plans to install additional phones or change the locations.

Question #39. What is the current amount of phones at the facility?

Answer #39. See Answer #9.

Question #40. Will the KCSO allow the vendor to add additional fees to the collect bill? Examples of these fees are: bill statement fees, bill rendering fees, collect call service fees, universal cost recovery fees (these fees are increasing the cost to the user and revenue to the inmate telephone providers however no commissions from the users' revenue is paid to the KCSO).

Answer #40. Any fees would have to be looked at individually and it would have to be within the regulations of the State of Tennessee.

Question #41. Does Knox County currently use Video Visitation?

1. If yes, will the county please provide the number of Visitation Phones currently at the facility? How many would the county prefer? Are these recorded and/or is it a requirement? If they need to be recorded, how long must the county keep the recordings?

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2. If no, does the county plan to use Video Visitation in the future?

Answer #41. No video visitation at this time but it has been discussed as a future expansion.

Question #42. On page 10, Section 4.5, number 4.5.6 you mention expansion to the existing facility and a newly constructed facility. What are the plans for the extension and the newly constructed facility? When is the expected completion date? What will the final rated capacities be after each facility is complete?

Answer #42. No immediate plans for expansion at this time.

Question #43. In reference to section 4.1.5: What is the size and type of existing database that needs to be converted?

Answer #43. Do not have a size but it includes 10 years of inmate data and up to three years of call records and phone calls at the rate show in the previous answer.

Question #44. In reference to section 4.9.2: It states two (2) years of stored data and section 4.6.19 states 3 years? Please clarify.

Answer #44. Three (3) years of stored data is requested.

Question #45. Would the county consider, as part of the contract, a web based Jail Management Software that is fully integrated with our phone platform?

Answer #45. No.

Question #46. Current number of inmate phones installed by facility (3 locations).

Answer #46. See Answer #19.

Question #47. Jail & other detention facility commissary vendor(s) as described in 4.10.2.

Answer #47. See Answer #1.

Question #48. Jail Management Software vendor described in 4.10.2.

Answer #48. See Answer #2.

Question #49. Call Detail Records (total number of calls and minutes billed) by call types: Local, interlata, intralata, interstate, international and call method: collect, debit, pre-paid collect.

Answer #49. See Appendix A.

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Question #50. Current rates charged by call method and type.

Answer #50. See Appendix A.

Question #51. Does the county/jail use a word recognition application in the current IPS as described in 4.1.14?

Answer #51. It has been tested and installed but is not currently in use.

Question #52. Average Daily Population (ADP) by facility.

Answer #52. See Answer #19.

Question #53. Are PINs currently in use? (Section 4.8)

Answer #53. Yes.

Question #54. What is the County's estimated date of Notice of Intent to Award?

Answer #54. This is to be determined based on the offers submitted.

Question #55. What is the current allowable Call Duration allowance?

Answer #55. See Answer #4.

Question #56. Who, by name and position, makes up the County's IPS RFP Review Committee?

Answer #56. This information will not be given out.

Question #57. Section II paragraph 2.3 outlines cancellation of the contract in the event no funds will be appropriated by the County. Will an exception be noted for the Inmate Phone System provider if appropriate based on their offer?

Answer #57. No.

Question #58. Section II paragraph 2.13. Will the county accept renegotiation of rates and/or commissions in the event the Average Daily Population drops below 10% of today's population?

Answer #58. No.

Question #59. Section III Section 3.21. The County outlines the ability to review information regarding proposals which is not included in the proposal provided. What steps will the County take to verify the accuracy of such information and allow for documentation to the proposed contractor affected?

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Answer #59. Knox County shall have sole responsibility for determining a reliable source.

Question #60. Section III, Paragraph 3.12 Indicates the rates and commissions are affected by "Compliance". Please advise what "compliance" is expressly related to.

Answer #60. Compliance with all Regulatory rules and laws of the State of Tennessee.

Question #61. Section IV Paragraph 4.7.10. The County indicates the desire to incorporate key word search technology. Please advise if mandatory. "Vendor" (name removed by Knox County) is concerned of the accuracy and reliability of such service.

Answer #61. If the vendor has a key word search capability it should be included in the proposal. Accuracy and reliability of such and program is noted.

Question #62. The County Indicates Three – Way Calling Detection is Mandatory. Please advise if the County anticipates the fact that three-way calling detection is not 100% guaranteed by ANY system available today.

Answer #62. Yes the county is aware of the problems associated with Three Way call detection.

Question #63. Regarding the formatting of the RFP, please advise if the County wishes to have Sections I-III returned with the response.

Answer #63. Section I – III do not need to be returned with your response.

Question #64. Section IV, Paragraph 4.9.1 requests recording of visitation phones. Please advise how many visitor phones are required to have this feature.

Answer #64. This is a desired feature and is not currently used with the inmate phone system.

Question #65. For Clarification, please advise if the County's call blocked minimum of p.05 is correct.

Answer #65. Not known at this time.

Question #66. Section IV- Paragraph 4.10 requests Commissary ordering capabilities through the IPS and to INCLUDE inmate banking. Please advise if the County is requesting an additional Inmate Banking System or integration with the existing (or future determined) Inmate Banking System?

Answer #66. This will be an integration with future commissary system.

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Question #67. In reference to above, is the current IPS providing Commissary ordering? Will this requirement be required upon installation or will an integration time frame be provided?

Answer #67. See Answer #1.

Question #68. Please provide the number of collect inmate phones currently installed and do you wish to increase that number?

Answer #68. See Answer #9.

Question #69. Can you provide six months of call detail and revenue reports from your current provider?

Answer #69. See Answer #5 and Appendix A.

Question #70. How many beds are at each of the 3 facilities and what is each facility's ADP?

Answer #70. See Answer #19.

Question #71. Given the proposed term of the contract, what are the county's expectations of jail expansion and increase in ADP?

Answer #71. See Answer #42.

Question #72. How many visitation phone stations does each of the facilities currently have?

Answer #72. See Answer #10 and Answer #11.

Question #73. In relation to visitation phone monitoring is wiring currently in place?

Answer #73. Yes.

Question #74. What brand of equipment is used for visitation phones, is there a current service contract and if so with who?

Answer #74. These are stand alone phones.

Question #75. Who is your current Jail Management System provider?

Answer #75. See Answer #2.

Question #76. Who is your commissary provider?

Answer #76. See Answer #1.

Question #77. Do you wish to interface the Inmate Telephone System with your commissary system?

Answer #77. See Answer #66.

Question #78. Do the facilities want PIN and PAN both flat file transferred from the JMS and manual entry capability?

Answer #78. This will be a manual entry.

Question #79. There appears to be a conflict between sections 4.1.12 and 4.9.2. Section 4.1.12 states 3 years of records storage including recordings. Section 4.9.2 states 90 days online and 2 years offline storage. Which do you prefer?

Answer #79. See Answer #44.

Question #80. Will the KCSO allow the vendor to charge additional fees to the collect bill? If KCSO will allow these fees will they request a commission rate on these fees?

Answer #80. See Answer #40.

Question #81. How does the County intend to apply the key word search technology (4.7.10)?

Answer #81. Search for possible matches of a word(s) close to suspected activity.

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## Appendix A Call Rates and Volume

### Knox County Communications Rates

Local: \$1.50 flat rate

Intralata:

\$.50 surcharge + per minute usage listed below. (Usage dependent on distance & time of day.)

Mileage	Day		Eve		Nite/ WE	Nite/ WE
	Day 1st	Add'l	Eve 1st	Add'l	1st	Add'l
10	\$ 0.10	\$ 0.10	\$ 0.070	\$ 0.070	\$0.0470	\$0.0470
16	\$ 0.10	\$ 0.10	\$ 0.070	\$ 0.070	\$0.0470	\$0.0470
22	\$ 0.15	\$ 0.15	\$ 0.105	\$ 0.105	\$0.0705	\$0.0705
30	\$ 0.15	\$ 0.15	\$ 0.105	\$ 0.105	\$0.0705	\$0.0705
40	\$ 0.19	\$ 0.19	\$ 0.133	\$ 0.133	\$0.0893	\$0.0893
55	\$ 0.19	\$ 0.19	\$ 0.133	\$ 0.133	\$0.0893	\$0.0893
70	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987
85	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987
100	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987
9999	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987

Interlata:

\$1.85 surcharge  
\$.40 per minute regardless of mileage or time of day.

Interstate:

\$3.75 surcharge  
\$.89 per minute regardless of mileage or time of day.

### Max Rates Allowed by Tennessee Regulatory Authority

Local: \$1.50 Max Flat Rate

Intralata: \$.50 surcharge + per minute usage listed below. (Usage dependent on distance & time of day.)

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Mileage					Nite/ WE	Nite/ WE
	Day 1st	Day Add'l	Eve 1st	Eve Add'l	1st	Add'l
10	\$	\$	\$	\$		
	0.10	0.10	0.070	0.070	\$0.0470	\$0.0470
16	\$	\$	\$	\$		
	0.10	0.10	0.070	0.070	\$0.0470	\$0.0470
22	\$	\$	\$	\$		
	0.15	0.15	0.105	0.105	\$0.0705	\$0.0705
30	\$	\$	\$	\$		
	0.15	0.15	0.105	0.105	\$0.0705	\$0.0705
40	\$	\$	\$	\$		
	0.19	0.19	0.133	0.133	\$0.0893	\$0.0893
55	\$	\$	\$	\$		
	0.19	0.19	0.133	0.133	\$0.0893	\$0.0893
70	\$	\$	\$	\$		
	0.21	0.21	0.147	0.147	\$0.0987	\$0.0987
85	\$	\$	\$	\$		
	0.21	0.21	0.147	0.147	\$0.0987	\$0.0987
100	\$	\$	\$	\$		
	0.21	0.21	0.147	0.147	\$0.0987	\$0.0987
9999	\$	\$	\$	\$		
	0.21	0.21	0.147	0.147	\$0.0987	\$0.0987

Interlata: Surcharge: \$3.49 + (\$.69 \* 10min)

Interstate: Not Regulated

### Knox County Call Volume

Knox County Sheriff's  
Detention

2007	Local	Intralata	Interlata	Interstate	Total
Jan	18624	307	263	239	19433
Feb	16891	234	233	451	17809
Mar	19598	345	299	372	20614
Apr	18541	607	184	465	19797
May	21637	566	183	417	22803
Jun	21313	541	257	645	22756
Jul	18712	524	219	402	19857
Aug	19050	453	160	419	20082
Sep	18471	515	141	320	19447
Oct	17217	384	130	411	18142
Nov	14895	323	192	458	15868
Dec	16584	308	156	273	17321
Total	221533	5107	2417	4872	233929

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Knox County Jail

2007	Local	Intralata	Interlata	Interstate	Total
Jan	3307	21	31	72	3431
Feb	3111	23	33	42	3209
Mar	3424	21	46	74	3565
Apr	2889	50	51	77	3067
May	3761	23	28	92	3904
Jun	3909	62	43	86	4100
Jul	3808	83	34	80	4005
Aug	4619	80	34	92	4825
Sep	4921	65	70	63	5119
Oct	5437	98	41	88	5664
Nov	4927	150	11	39	5127
Dec	4902	142	31	31	5106
Total	49015	818	453	836	51122

End of Addendum.



Matthew F. Myers, CPPB  
Contract Administrator  
Knox County Purchasing Division

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## OFFICE OF COUNTY MAYOR

Purchasing Division • Department of Finance • 1000 North Central Street, Suite 100, Knoxville, TN 37917

**Knox County Purchasing Division  
Addendum II to Request for Proposal #709  
Inmate Phone System**

**Addendum Date: May 9, 2008**

**Buyer: Matt Myers, CPPB**

**Opening Date: May 21, 2008 @ 2:00 pm (new date)**

**Total Pages: 1 Total Page**

**The Proposal due date has been changed to May 21, 2008 at 2:00 pm.**

**End of Addendum.**

A handwritten signature in black ink, appearing to read "Matthew F. Myers".

Matthew F. Myers, CPPB  
Contract Administrator  
Knox County Purchasing Division

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## OFFICE OF COUNTY MAYOR

Purchasing Division • Department of Finance • 1000 North Central Street, Suite 100, Knoxville, TN 37917

### Knox County Purchasing Division Addendum III to Request for Proposal #709 Inmate Phone System

**Addendum Date:** May 15, 2008

**Buyer:** Matt Myers, CPPB

**Opening Date:** May 21, 2008 @ 2:00 pm (new date)

**Total Pages:** 2 Total Page(s)

1. List and detail any formal or informal complaints with any regulatory agencies against your company. Insert this information in Section V, Part VIII.
2. Please see attached Call report. This report supercedes previous Call reports and/or Call data.
3. Proposers must acknowledge all Addenda issued in Section V, Part I.

End of Addendum.

A handwritten signature in black ink, appearing to read "Matthew F. Myers".

Matthew F. Myers, CPPB  
Contract Administrator  
Knox County Purchasing Division

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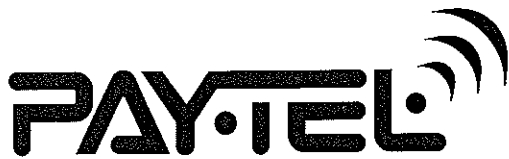
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Knox County, Tennessee		Revenue		Interstate		Revenue		Commission	
Call Report									
Knox County Sheriff's Detention Facility/Work Release									
2007	Local	Minutes	Revenue	Intralata	Minutes	Revenue	Interlata	Minutes	Revenue
Jan	18624	156619	\$ 26,196.90	307	2617	\$ 490.82	263	2232	\$ 1,761.66
Feb	16891	141230	\$ 23,664.90	234	1931	\$ 344.75	233	2026	\$ 1,561.54
Mar	19598	166632	\$ 27,458.85	345	2869	\$ 525.38	299	2373	\$ 1,968.27
Apr	18541	158245	\$ 25,971.75	607	4608	\$ 874.62	184	1494	\$ 1,221.68
May	21637	187317	\$ 30,335.55	566	4510	\$ 817.81	183	1519	\$ 1,270.75
June	21313	182837	\$ 29,860.95	541	4401	\$ 807.62	257	2207	\$ 1,600.01
Jul	18712	159335	\$ 26,251.65	524	4572	\$ 832.40	219	1577	\$ 987.67
Aug	19050	162187	\$ 27,776.67	453	3640	\$ 700.46	160	1243	\$ 770.57
Sep	18471	157140	\$ 26,785.80	515	4060	\$ 799.81	141	955	\$ 615.54
Oct	17217	147187	\$ 25,023.12	384	2954	\$ 576.03	130	1013	\$ 625.04
Nov	14895	127202	\$ 21,629.22	323	2662	\$ 504.54	192	1594	\$ 963.16
Dec	16584	143236	\$ 24,067.83	308	2586	\$ 484.23	156	1340	\$ 803.26
Totals	221533	1889167	\$ 315,023.19	5107	41410	\$ 7,758.47	2417	19573	\$ 14,149.15
Knox County Jail									
2007	Local	Minutes	Revenue	Intralata	Minutes	Revenue	Interlata	Minutes	Revenue
Jan	3307	29431	\$ 4,646.40	21	180	\$ 33.05	31	279	\$ 208.33
Feb	3111	27497	\$ 4,328.25	23	216	\$ 37.61	33	289	\$ 216.55
Mar	3424	30462	\$ 4,748.40	21	177	\$ 28.26	46	387	\$ 310.77
Apr	2889	25537	\$ 4,030.80	50	482	\$ 80.01	51	414	\$ 333.50
May	3761	33178	\$ 5,227.05	23	207	\$ 37.48	28	232	\$ 190.96
Jun	3909	34132	\$ 5,415.60	62	556	\$ 110.10	43	345	\$ 263.84
Jul	3808	32804	\$ 5,317.95	83	717	\$ 129.99	34	281	\$ 168.74
Aug	4619	40984	\$ 6,695.46	80	590	\$ 117.66	34	285	\$ 173.90
Sep	4921	44148	\$ 7,101.21	65	486	\$ 96.48	70	594	\$ 351.50
Oct	5436	48339	\$ 7,848.96	98	784	\$ 149.40	41	367	\$ 219.05
Nov	4927	44339	\$ 7,139.58	150	1223	\$ 241.22	11	106	\$ 61.64
Dec	4902	43857	\$ 7,102.26	142	1182	\$ 224.70	31	209	\$ 140.95
Totals	49014	434708	\$ 69,601.92	818	6800	\$ 1,285.96	453	3788	\$ 2,639.73

# **Attachment “B”**

## **Contractor’s Response to Request for Proposal #709 and Addendum I, II and III**

### **Inmate Phone System**



Pay•Tel Communications Inc  
PO Box 8179 • Greensboro, NC 27419 • www.paytel.com

May 16, 2008

Knox County Purchasing Division  
Matthew F. Myers, CPPB  
Contract Administrator  
1000 North Central Street, Suite 100  
Knoxville, Tennessee 37917

Dear Mr. Myers,

Pay•Tel Communications, Inc. is proud to offer the following proposal for an inmate phone system to the Knox County Sheriffs' Office.

Pay•Tel is prepared to not only meet, but exceed all the RFP requirements established by the Knox County Purchasing Division and the Knox County Sheriffs' Office for selecting an Inmate Telephone Service ("ITS") provider. Throughout our RFP response we have pointed out the qualities and characteristics that separate us from our competitors. We refer to these items as the "Pay•Tel Difference". There are five key areas where we have distinguished ourselves above our competition.

**THE PAY•TEL  
DIFFERENCE**

*Respect for the Citizens We Serve*

Since 1991, Pay•Tel has staffed a Customer Service Department dedicated solely to serving the needs and questions of those individuals who receive and pay for inmate collect calls. In addition to low rates, including prepaid call discounts, Pay•Tel provides the families we serve a complete explanation of our services on our website with the most informative set of FAQs available in our industry. These customers also have the opportunity to complete a Quality of Service Survey, letting us know what we can do to further meet their needs.

**THE PAY•TEL  
DIFFERENCE**

*Regulatory Compliance*

As a result of our commitment to respect the citizens we serve, Pay•Tel is the only major inmate phone service provider operating in the southeast that is not currently under investigation by a State Public Service Commission and, in fact, has never been involved in a formal complaint proceeding with any regulatory agency during our twenty-two year history.

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THE PAY•TEL  
DIFFERENCE

*Financial Stability*

For over twenty-two years, Pay•Tel has operated under the same management and has experienced consistent revenue growth, with financial stability. As a totally debt-free company, we answer to no one except you, our client, and the citizens who accept and pay for the phone calls.

THE PAY•TEL  
DIFFERENCE

*Respect for Our Clients*

Pay•Tel's motto is "Promises get customers...performance keeps them". Anyone can make a promise, what separates Pay•Tel from our competitors is our total commitment to follow through and deliver on our promises. Our client retention is unmatched in the ITS industry. Our philosophy is "Promises Get Customers---Performance Keeps Them". Eighty-five percent of our clients are in their 2<sup>nd</sup> (37%), 3<sup>rd</sup> (17%), 4<sup>th</sup> (25%) or 5<sup>th</sup> (6%) contract term. Pay•Tel delivers on every promise, as well as honors our commitment to respect the Citizens of Knox County by charging fair rates, and make certain that every commission is paid on time.

THE PAY•TEL  
DIFFERENCE

*Commitment to Deliver Technology That Works*

Since 1992, Pay•Tel's Product Development team has been a leader in the ITS industry in developing software and hardware solutions for our clients. We have worked diligently along side our clients to identify their current and future needs. We then focus on delivering reliable technology solutions for today and the telecom network of the future.

Please see the Part X: Appendices: "Pay•Tel's Philosophy and Commitment to Technology Innovation in Inmate Calling Services" for information on our Product Development Team and our philosophy behind the development of our ITS technology and our current number of twenty patent filings.

Thank you for the opportunity to make this proposal to the Knox County Purchasing Division and the Knox County Sheriffs' Office. Pay•Tel looks forward to remaining your Inmate Phone Service Provider.

Sincerely,



Vincent Townsend  
President

866.729.8352 x 227  
vtownsend@paytel.com

Pay•Tel Communications Inc • PO Box 8179 • Greensboro, NC 27419  
1 866 729 8352 • Fax: 1 336 346 1127 • www.paytel.com



YOUR SOLUTION TO THE INMATE PHONE SERVICE PUZZLE™

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**TABLE OF CONTENTS****PART I COVER LETTER**

Cover letter authorizing the submission of the proposal signed by a principal of the company.

**PART II PROPOSER INFORMATION**

Name of Company, Address, Telephone Number, Fax Number, Contact Person, E-mail Address of Contact Person, Knox County Vendor Number, Copy of Knox County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification Number (EIN)

**PART III RATES AND COMMISSIONS**

Compliance, Rates, Percentages, Commissions

**PART IV TECHNOLOGY EQUIPMENT AND SERVICES**

Detail all proposed equipment required for service

Detail the implementation plan proposed by your company (Back Office Services and Reporting; Hardware and Phone Equipment; Validation; Three Way Call Detection; Debit Platform; PINS)

Provide a Sample of the standard reporting your company provides

**PART V INDUSTRY EXPERIENCE**

Industry Experience, Installed References, Years in Industry, Pending Laws Financial Information. (Per Addendum III – List and Detail any formal or informal complaints with any regulatory agencies against your company)

**PART VI SCOPE OF WORK**

Detail the ability to meet, or exceed, the requirements as stated in Section IV Scope of Work. Detail each Section Number, (i.e. 4.1, 4.2 etc.) and describe how your proposed system will achieve each requirement. Detail any deficiencies your system may have in relation to Knox County's requirements.

Detail the time frame for implementing your proposed system.

**PART VII REFERENCES**

Provide name of organization, Phone number, Address, Contact person, E-Mail address, Size of Contracts Knox County may not be used as a reference.

**ART VIII LITIGATION**

Has you organization been named in litigation regarding these services provided herein. Explain.

Is your company/firm or any subsidiary of your company/firm currently a party in a lawsuit opposing Knox County. Explain.

**PART IX ANY OTHER INFORMATION VENDOR WISHES TO SUBMIT (OPTIONAL)**

- 1 Service and Maintenance
- 2 Pay•Tel Training
- 3 Pay•Tel Customer Service
- 4 Pay•Tel Spanish Website
- 5 Facility Access Website
- 6 Service Tickets/Email Service
- 7 Commissary Interface/Kiosk

**PART X APPENDICES**

Attach all Software and Equipment Manuals and Documentation

**PART XI AFFIDAVITS, LICENSES and INSURANCE CHECKLIST**

Proposers must return the attached Affidavits, Licenses and the Insurance Checklist with their proposal.

Addendum I

Addendum II

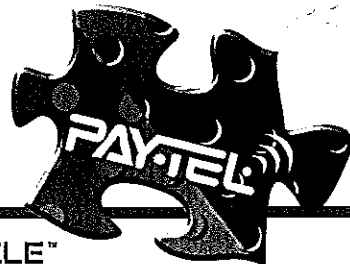
Addendum III

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The Purchasing Division of Knox County Tennessee will receive sealed proposals for the provision of an **Inmate Phone System** as specified herein. Proposals must be received by **2:00 p.m.** on ~~May 14~~, May 21, 2008. Late proposals will be neither considered nor returned. Due date changed per Addendum II.

**Deliver Proposals to:**

**Proposal Number 709**  
**Knox County Purchasing Division**  
**1000 North Central Street, Suite 100**  
**Knoxville, Tennessee 37917**

**The Proposal Envelope must show the Proposal Number, Name and Opening Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 HOW TO DO BUSINESS:** On July 1, 2005 Knox County Government implemented a web-based purchasing software system, "Knox Purchasing On-Line". The purpose for migrating from our existing financial software application was to provide our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. As a result of this implementation, the Purchasing Division is now able to offer on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to go to our website at [www.knoxcounty.org/purchasing](http://www.knoxcounty.org/purchasing) and register as a vendor in our on-line purchasing system, "Knox Purchasing On-Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Purchasing Division representative listed in subsection 1.3 of this document.

Pay•Tel Acknowledges and Agrees

- 1.2 VENDOR REGISTRATION:** Prior to the opening of this proposal, *ALL PROPOSERS* must be registered with the Purchasing Division. Please register on-line at our website at [www.knoxcountv.org/purchasing](http://www.knoxcountv.org/purchasing) and click on "Online Vendor Registration". Proposers must be registered with the Purchasing Division prior to submitting their proposal.

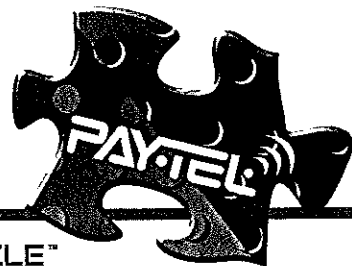
Pay•Tel Acknowledges and Agrees

- 1.3 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Matt Myers, CPPB, Contract Administrator, at 865.215.5750. Questions may be faxed to 865.215.5778 or emailed to [matt.myers@knoxcounty.org](mailto:matt.myers@knoxcounty.org). Information about the Knox County Purchasing Division and current proposals may be obtained on the Internet at [www.knoxcountv.org/purchasing](http://www.knoxcountv.org/purchasing).

Pay•Tel Acknowledges and Agrees

- 1.4 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty working days (60) from the date of the proposal opening, unless otherwise indicated in their proposal.

Pay•Tel Acknowledges and Agrees



- 1.5 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.

Pay•Tel Acknowledges and Agrees

- 1.6 **AWARD:** Award will be made to the most responsive, responsible proposers meeting specifications, which presents the product that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis. The evaluation criteria are listed in Section 3.12. Knox County also reserves the right to not award this proposal.

Pay•Tel Acknowledges and Agrees

- 1.7 **CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.

Pay•Tel Acknowledges and Agrees

- 1.8 **COPIES:** Knox County requires that proposals be submitted as one (1) original and five (5) exact copies.

Pay•Tel Acknowledges and Agrees

- 1.9 **DECLARATIVE STATEMENTS:** Any statement or words (i.e.: must, shall, will etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their proposal being non-responsive and disqualified.

Pay•Tel Acknowledges and Agrees

- 1.10 **DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our disadvantaged business program, please contact:

Robert Minter  
Supplier Diversity Coordinator  
Knox County Purchasing Division  
Telephone: 865.215.5756  
Fax: 865.215.5778  
E-Mail: robert.minter@knoxcounty.org

Pay•Tel Acknowledges and Agrees



- 1.11 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Purchasing Division will not accept electronically transmitted proposals when responding through the county's online purchasing system for this procurement. Facsimile submission is strictly prohibited. All proposals must be mailed or delivered by hand.

Pay•Tel Acknowledges and Agrees

- 1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposers in the preparation of their proposal.

Pay•Tel Acknowledges and Agrees

- 1.13 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.

Pay•Tel Acknowledges and Agrees

- 1.14 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a contractor whose contract requires possession of firearms or other weapons to successfully complete their contract, contractor must provide personnel who are bonded to bear said weaponry.

Pay•Tel Acknowledges and Agrees

- 1.15 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.

Pay•Tel Acknowledges and Agrees

- 1.16 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time date and stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County shall also not be responsible for proposals delivered to other addresses other than the one listed at the top of this solicitation. The time clock in the Purchasing Division shall serve as the official record of time.

Pay•Tel Acknowledges and Agrees

- 1.17 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals being submitted on paper shall:

- 1.17.1 Be submitted on recycled paper
- 1.17.2 Not include pages of unnecessary advertising
- 1.17.3 Be made on both sides of each sheet of paper

Pay•Tel Acknowledges and Agrees

- 1.18 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposers to review the entire Request for Proposal (RFP) packet and to notify the Purchasing Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Purchasing Division not less than five (5) business days prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.

Pay•Tel Acknowledges and Agrees



- 1.19 **SIGNING OF PROPOSALS:** In order to be considered all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the proposal document.

Pay•Tel Acknowledges and Agrees

- 1.20 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.

Pay•Tel Acknowledges and Agrees

- 1.21 **TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"- "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.

Pay•Tel Acknowledges and Agrees

- 1.22 **USE OF PROPOSAL FORMS:** Proposers are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.

Pay•Tel Acknowledges and Agrees

- 1.23 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's Proposers list for twenty-four months.

Pay•Tel Acknowledges and Agrees

- 1.24 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

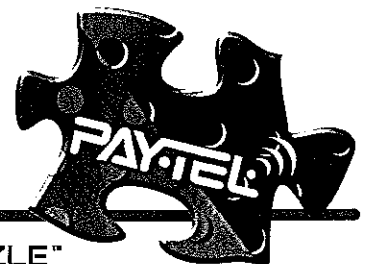
Pay•Tel Acknowledges and Agrees

## SECTION 11 OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.

Pay•Tel Acknowledges and Agrees



- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

Pay•Tel Acknowledges and Agrees

- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.

Pay•Tel Acknowledges and Agrees

- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

Pay•Tel Acknowledges and Agrees

- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or used under this contract that have been manufactured or assembled by child labor.

Pay•Tel Acknowledges and Agrees

- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

Pay•Tel Acknowledges and Agrees

- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract.

Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive proposals.

Pay•Tel Acknowledges and Agrees



- 2.8 **GOVERNING LAW:** The laws of the State of Tennessee shall govern this contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

Pay•Tel Acknowledges and Agrees

- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.

Pay•Tel Acknowledges and Agrees

- 2.10 **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

Pay•Tel Acknowledges and Agrees

- 2.11 **INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

Pay•Tel Acknowledges and Agrees

- 2.12 **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

Pay•Tel Acknowledges and Agrees

- 2.13 **LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

Pay•Tel Acknowledges and Agrees

- 2.14 **NONDISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other



federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

Pay•Tel Acknowledges and Agrees

- 2.15 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Request for Proposal, (3) Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.

Pay•Tel Acknowledges and Agrees

- 2.16 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

Pay•Tel Acknowledges and Agrees

- 2.17 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

Pay•Tel Acknowledges and Agrees

- 2.18 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

Pay•Tel Acknowledges and Agrees

- 2.19 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Purchasing Division.

Pay•Tel Acknowledges and Agrees

- 2.20 TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

Pay•Tel Acknowledges and Agrees



- 2.21 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.

Pay•Tel Acknowledges and Agrees

### SECTION III SPECIAL TERMS, AND CONDITIONS

- 3.1 **INTENT:** The intent of this solicitation is to convey to prospective proposers the type and quality of an Inmate Phone System (IPS) desired by Knox County. This shall include, but not be limited too, all labor, materials, equipment, supervision, inspection, overhead and profit, and all necessary functions to complete the project as outlined.

Pay•Tel Acknowledges and Agrees

- 3.2 **ACCEPTANCE:** Contractors are advised that neither the signing of delivery receipts nor the payment of an invoice necessarily constitutes acceptance of product of installation. Acceptance requires a specific written action by Knox County so stating.

Pay•Tel Acknowledges and Agrees

- 3.3 **AWARD PROCEDURES:** The award procedures of this proposal will be as follows:

- 3.3.1 Evaluation of proposals using the criteria listed below
- 3.3.2 Issuance of a Notice of Intent to Award
- 3.3.3 Contract documents negotiated, drafted and approved
- 3.3.4 Contract approved by Knox County Law Department
- 3.3.5 Contract approved by Knox County Commission
- 3.3.6 Contract Execution

Pay•Tel Acknowledges and Agrees

- 3.4 **BACKGROUND CHECKS:** A Knox County Sheriffs Office background check may be required for any or all employees of the Contractors staff providing services to the Knox County. Any cost will be borne by Knox County. Certain felony convictions will prevent individual persons from being on Knox County property. These generally include those offenses that would tend to endanger the health or welfare of persons or staff.

Pay•Tel Acknowledges and Agrees

- 3.5 **BONDING:** Vendors are advised that all bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. All required bonds must be issued through companies licensed to do business in the State of Tennessee.

Pay•Tel Acknowledges and Agrees



- 3.6 **COMMUNICATIONS WITH THE CONTRACTOR:** Upon award, Knox County will communicate extensively and continually with the Contractor. While information may occasionally be transmitted via telephone, it should always be followed up with a fax or e-mail confirmation. Due to the volume of information that must be transmitted, it is essential that the Contractor have an efficient and properly functioning fax machine. Ideally, the Contractor will have e-mail capabilities.

Pay•Tel Acknowledges and Agrees

- 3.7 **COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Contractor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Contractor shall bear all costs arising from them.

Pay•Tel Acknowledges and Agrees

- 3.8 **CONTRACT EXECUTION:** The award of this proposal will result in a contract between Knox County and the successful proposer. The Knox County Purchasing Division will draft this contract and no proposer forms, (i.e. Terms and Conditions, Service Agreements, or other standard Company forms, etc.) will be accepted as Contract documents or as Contract attachments.

Pay•Tel Acknowledges and Agrees

- 3.9 **CONTRACT TERM:** Knox County intends to issue an initial three (3) year award. Upon the mutual agreement of the vendor, KCSO and Knox County, the award may be extended for two (2) additional three (3) year terms. This may result in a total of nine (9) years. The renewal option is at the discretion of Knox County Government. Should

Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises.

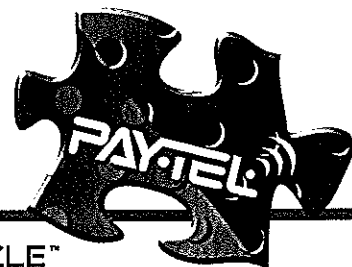
Pay•Tel Acknowledges and Agrees

- 3.10 **DETENTION FACILITY COMPLEX ORIENTATION:** All employees performing work at the Detention Facility Complex may be required to go through an orientation of the facility and facility procedures before beginning work at or in the facility. It is requested that all personnel who may be working at the facility attend this meeting. Additional contractor employees will also need to attend the orientation if they are assigned to the job at a later date.

Pay•Tel Acknowledges and Agrees

- 3.11 **DRUG-FREE WORKPLACE:** If **CONTRACTOR** has five or more employees receiving pay: **CONTRACTOR** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and proposers shall Provide the Affidavit required by Public Acts, 2000, Chapter 918. **CONTRACTOR** shall ensure that it is in compliance with Public Acts, 2000, Chapter No. 918.

Pay•Tel Acknowledges and Agrees



**3.12 EVALUATION CRITERIA:**

- Rates and Commissions 40 Points  
(Compliance; Rates; Percentages; Commissions)
- Technology, Equipment and Services 35 Points  
(Back Office Services and Reporting; Hardware and Phone  
Equipment; Validation; Three Way Call Detection; Debit  
Platform; PINS)
- Industry Experience 25 Points  
(Installed References; Years in Industry; Pending Laws,  
Financial Information)

Pay•Tel Acknowledges and Agrees

- 3.13 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Proposers must complete, sign and have its insurance agent sign the attachment and submit it with their proposal. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance with the appropriate coverage's and naming Knox County and Knox County Government as additional insured.

Pay•Tel Acknowledges

Please see Part XI: Affidavits, Licenses and Insurance Checklist for exceptions per NC Insurance Commissioner.

- 3.14 LICENSING:** All Contractors must be properly licensed by the State of Tennessee and all other authorities having jurisdiction. **COPIES OF ALL SUCH LICENSES AND/OR PERMITS MUST BE SUBMITTED WITH THE PROPOSAL. FAILURE TO SUBMIT COPIES OF SUCH MAY LEAD TO PROPOSAL REJECTION.**

Pay•Tel Acknowledges and Agrees

- 3.15 NO CONTACT POLICY:** After the date and time that the Contractor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Purchasing Division representative listed herein, concerning this proposal is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

Pay•Tel Acknowledges and Agrees

- 3.16 OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposal promote competitive proposals. It shall be the Contractor's responsibility to advise the Purchasing Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposal. Such notification must be submitted in writing and must be received by the Purchasing Division not later than five (5) business days prior to the proposal opening date.

Pay•Tel Acknowledges and Agrees



- 3.17 **OPEN RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests. Submission of your proposal will be an acknowledgement to this provision.

Pay•Tel Acknowledges and Agrees

- 3.18 **PERFORMANCE AND PAYMENT BONDS:** The successful contractor(s) may be required to submit a Performance Bond and a Payment Bond (each equal to 100% of the job cost) when any one project exceeds \$100,000 in value. Knox County reserves the right to require said bonds to be executed for less than the State's requirement in order to protect the taxpayers. The bonds will be returned upon the successful and satisfactory completion of the project.

Pay•Tel Acknowledges and Agrees

- 3.19 **PRE-PROPOSAL CONFERENCE:** There will be a pre-proposal conference on May 1, 2008 beginning promptly at 2:00 pm local time. Location is the Knox County Sheriffs Detention Facility, 5001 Maloneyville Road, Knoxville, TN 37918. Potential proposers are encouraged to be present at this conference. Proposers will be able to tour the facility.

Pay•Tel Acknowledges and Agrees

- 3.20 **PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given. Upon the Notice of Intent to Award being executed, all submissions will be made public and open for viewing. Interested individuals may call the Purchasing Division to schedule a time to review the submissions.

Pay•Tel Acknowledges and Agrees

- 3.21 **PROPOSAL REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made a part of the evaluation file.

Pay•Tel Acknowledges and Agrees

- 3.22 **REMOVAL OF CONTRACTORS EMPLOYEES:** The Contractor(s) agrees to utilize only experienced responsible and capable people in the performance of the work. Knox County may require that the successful Contractor(s) remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Knox County.

Pay•Tel Acknowledges and Agrees



**3.23 REPRESENTATIONS OF CONTRACTOR:** The Contractor represents and warrants:

- 3.23.1 That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and
- 3.23.2 That the firm is familiar with all Federal, State, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- 3.23.3 That such temporary and permanent work required by the contract documents as is to be done by the firm can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
- 3.23.4 That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

Pay•Tel Acknowledges and Agrees

**3.24 SAFETY AND PROTECTION:** The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project.

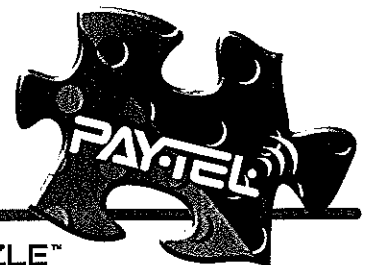
The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required as by OSHA, EPA and AHERA. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during the project. The safety of the public is of prime concern to Knox County and all costs associated are the responsibility of the contractor.

Knox County does not assume any responsibility for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager. The contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health Regulations and any other Regulatory Agency.

Pay•Tel Acknowledges and Agrees

**3.25 STATE LICENSING AND EXPERIENCE REQUIREMENTS** All proposers must be properly licensed by the State of Tennessee. Proposers must submit a copy of the license with their proposal. The proposer shall be a state licensed contractor primarily in commercial work for at least five years. The actual work shall be performed by qualified and experienced laborers working under the supervision of the contractor.

Pay•Tel Acknowledges and Agrees



- 3.26 **SUB-CONTRACTORS:** Contractors are strongly encouraged to solicit minority owned and operated sub-contractors for this proposal and during the duration of the award.

Pay•Tel Acknowledges and Agrees

- 3.27 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

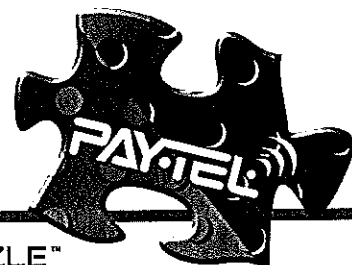
Pay•Tel Acknowledges and Agrees

#### SECTION IV SCOPE OF WORK

- 4.1 **SCOPE OF WORK:** The scope of this project is to obtain an Inmate Phone System (IPS) at the Knox County Sheriffs Office Detention Facilities, hereinafter referred to as KCSO. There will be three (3) locations this contract will serve, the Work Release Center, the Detention Facility and the County Jail Downtown. The contractor shall provide all labor, supervision and materials required to install, operate and maintain all telephone communications equipment necessary for the operation of credit card, debit card and collect only telephone stations (at the specified locations) at no charge to the County.

Pay•Tel Acknowledges and Agrees

Please see Part VI: Scope of Work Tab



**SECTION V PROPOSAL FORMAT**

The following guidelines shall be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.

- Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs.
- Page numbers should be placed on bottom center of pages.

Pay•Tel Acknowledges and Agrees

**PART I COVER LETTER**

Cover letter authorizing the submission of the proposal signed by a principal of the company.

Pay•Tel Acknowledges and Agrees

**PART II PROPOSER INFORMATION**

Name of Company, Address, Telephone Number, Fax Number, Contact Person, E-mail Address of Contact Person, Knox County Vendor Number, Copy of Knox County Business License (if applicable), State of Tennessee Sales Tax Number (if applicable), Federal Tax Identification Number (EIN)

Pay•Tel Acknowledges and Agrees

**PART III RATES AND COMMISSIONS**

Compliance, Rates, Percentages, Commissions

Pay•Tel Acknowledges and Agrees

**PART IV TECHNOLOGY, EQUIPMENT AND SERVICES**

Detail all proposed equipment required for service  
Detail the implementation plan proposed by your company  
(Back Office Services and Reporting; Hardware and Phone  
Equipment; Validation; Three Way Call Detection; Debit Platform;  
PINS)  
Provide a Sample of the standard reporting your company provides

Pay•Tel Acknowledges and Agrees

**PART V INDUSTRY EXPERIENCE**

Industry Experience, Installed References, Years in Industry, Pending Laws  
Financial Information ( Per Addendum III – List and Detail any formal or  
informal complaints with any regulatory agencies against your company)

Pay•Tel Acknowledges and Agrees



**PART VI SCOPE OF WORK**

Detail the ability to meet, or exceed, the requirements as stated in Section IV Scope of Work. Detail each Section Number, (i.e. 4.1, 4.2 etc.) and describe how your proposed system will achieve each requirement. Detail any deficiencies your system may have in relation to Knox County's requirements. Detail the time frame for implementing your proposed system.

Pay•Tel Acknowledges and Agrees

**PART VII REFERENCES**

Provide name of organization, Phone number, Address, Contact person, E-Mail address, Size of Contracts Knox County may not be used as a reference.

Pay•Tel Acknowledges and Agrees

**PART VIII LITIGATION**

Has your organization been named in litigation regarding these services provided herein. Explain. Is your company/firm or any subsidiary of your company/firm currently a party in a lawsuit opposing Knox County. Explain.

Pay•Tel Acknowledges and Agrees

**PART IX ANY OTHER INFORMATION VENDOR WISHES TO SUBMIT (OPTIONAL)**

Pay•Tel Acknowledges and Agrees

**PART X APPENDICES**

Attach all Software and Equipment Manuals and Documentation

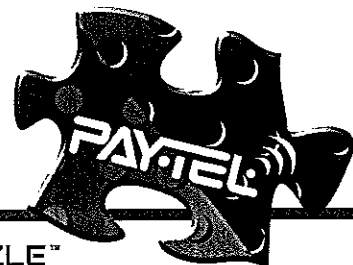
Pay•Tel Acknowledges and Agrees

**PART XI AFFIDAVITS, LICENSES and INSURANCE CHECKLIST**

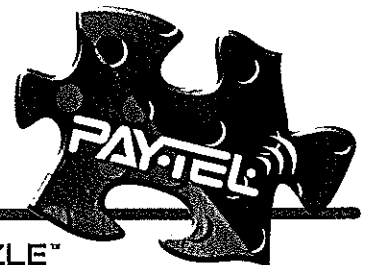
Proposers must return the attached Affidavits, Licenses and the Insurance Checklist with their proposal.

Pay•Tel Acknowledges and Agrees

Failure to submit any of the above information or any other information requested in this RFP may result in the proposal being disqualified.



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**PART II PROPOSER INFORMATION**

Name of Company:	Pay•Tel Communications, Inc.
Address:	9 Oak Branch Dr. P. O. Box 8179 Greensboro, NC 27419
Contact Person:	Vincent Townsend
Email Address:	<u>vtownsend@paytel.com</u>
Contact Address:	Pay•Tel Communications, Inc. Attn: Vincent Townsend P. O. Box 8179 Greensboro, NC 27419
Knox County Vendor Number:	12954
Knox County Business License:	Pay•Tel is defined as a Public Utility. (no license required)
State of Tennessee Sales Tax Number:	785161700
Federal Tax Identification Number (EIN):	56-1528852
Tennessee Regulatory Authority:	
COCOT Authority:	Case Number 97-1247 July 1, 1997
Authority to Provide Operator Services And/or Resell Telecommunications Services in Tennessee Pursuant to Rule 1220-4-2-.57	Case Number 97-1247 July 1, 1997
Order Approving Petition to Institute A Customer Prepayment Program	Docket No. 97-01416 April 2, 1998
Secretary of State – Corporate Section	3314-3236

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### **PART III RATES AND COMMISSIONS**

#### **Compliance, Rates, Percentages, Commissions**

Local \$1.50 flat rate

Intralata: \$.50 surcharge + per minute usage listed below. (Usage depends on distance & time of day.)

Mileage	Day 1 <sup>st</sup>	Day Add'l	Eve 1 <sup>st</sup>	Eve Add'l	Nite/ WE 1 <sup>st</sup>	Nite/ WE Add'l
10	\$0.10	\$0.10	\$0.070	\$0.070	\$0.0470	\$0.0470
16	\$0.10	\$0.10	\$0.070	\$0.070	\$0.0470	\$0.0470
22	\$0.15	\$0.15	\$0.105	\$0.105	\$0.0705	\$0.0705
30	\$0.15	\$0.15	\$0.105	\$0.105	\$0.0705	\$0.0705
40	\$0.19	\$0.19	\$0.133	\$0.133	\$0.0893	\$0.0893
55	\$0.19	\$0.19	\$0.133	\$0.133	\$0.0893	\$0.0893
70	\$0.21	\$0.21	\$0.147	\$0.147	\$0.0987	\$0.0987
85	\$0.21	\$0.21	\$0.147	\$0.147	\$0.0987	\$0.0987
100	\$0.21	\$0.21	\$0.147	\$0.147	\$0.0987	\$0.0987
9999	\$0.21	\$0.21	\$0.147	\$0.147	\$0.0987	\$0.0987

Interlata: \$1.85 surcharge  
\$0.40 per minute regardless of mileage or time of day.

Interstate: \$2.85 surcharge  
\$0.40 per minute regardless of mileage or time of day.

#### **Forms of compensation available:**

Pay•Tel is pleased to offer to Knox County an effective commission rate of Fifty-Eight (58%) percent based on the following:

1. 43.75% of Gross Billable Revenue
2. \$234,605.00 value of software, equipment and services through Pay Tel's partnership with Tech Friends

Pay•Tel through its partnership with Tech Friends will provide the following to Knox County:

- A. Lockdown Software
- B. Software customization to interface to Knox computer systems
- C. Jail ATM Cashier Kiosks (3)
- D. Customization of Reports
- E. On-Site Installation and Training
- F. Technical Support
- G. Annual Software Releases

Pay Tel will continue to provide these products and services for all contract extensions.

Commissions paid on Emails sent to inmate by family and friends.

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Pay•Tel Communications Inc • PO Box 8179 • Greensboro, NC 27419  
1 866 729 8352 • Fax: 1 336 346 1127 • www.paytel.com

**YOUR SOLUTION TO THE INMATE PHONE SERVICE PUZZLE™**

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# COMMISSION STATEMENT

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SAMPLE FACILITY  
ADDRESS 1  
ADDRESS 2  
CITY, STATE ZIP

Month Ending:  
April, 2008

**LEC-Billed Traffic**

Number of Calls	3711
Number of Minutes	27898
Revenue Generated	\$10007.85
Commission @ 40%	\$4003.16

**In-House Billed Traffic \***

Number of Calls	15702
Number of Minutes	119630
Revenue Generated	\$32964.76
Commission @ 40%	\$13185.88

**Total Traffic**

Number of Calls	19413
Number of Minutes	147528
Revenue Generated	\$42972.61
Commission @ 40%	\$17189.04

I certify that the information in this  
commission statement is accurate.

\_\_\_\_\_  
Joyce Menniti, Assistant Controller

\*Customer Prepaid or Direct Bill accounts setup directly with Pay•Tel.



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**PART IV TECHNOLOGY, EQUIPMENT AND SERVICES**

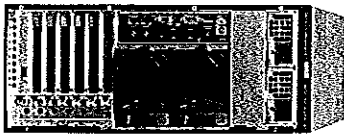
Detail all proposed equipment required for service

Pay•Tel Acknowledges and Agrees

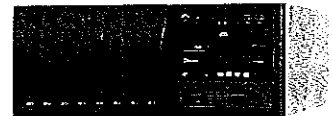
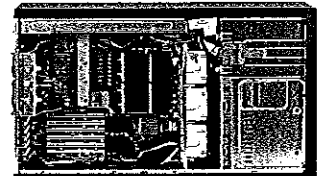
**SYSTEM DESCRIPTION**

The proposed system will consist of all necessary equipment, at no cost to KCSO, including Pay•Tel's Inmate Telephone Service (ITS) system with an administrative terminal for each building and secure web access from any PC with username and password.

**Pay•Tel's system is a fully automated Inmate Telephone Service (ITS) system designed for the inmate telephone market.** Pay•Tel designs and builds a custom ITS system for each client. Each of our new systems include a minimum of a 2TB (terabyte) disk array of hot-swappable RAID level 5 storage space. This provides redundancy, security and storage for several years of CDR & recordings, mentioned in detail later, to be instantly accessible, without the need for time-consuming archival & retrieval processes.

**Product Features & Benefits:**

- Dual Intel 5300/5100-series Xeon dual-core or quad-core processors up to 3.0 GHz with 1333 MHz Front Side Bus, 4 MB L2 cache, EM64T, and Intel Virtualization Technology
- Up to 32 GB 667/533MHz DDR2 ECC Fully Buffered DIMM DDR2 SDRAM
- Intel 5000P chipset
- (3) 64-bit 133 MHz PCI-X (3.3V) slots; (3) 64-bit 100 MHz PCI-X (3.3V) slots; Supports 5 full-length, full-height telephony cards
- 8 hot-swap 1-inch 80 to 750 GB hot-swap SATA II or 8 hot-swap 1-inch 36 to 146 GB SAS drives
- Embedded Intel ESB2 SATA 3.0 Gb/sec controller supporting 6 SATA drives; additional SATA/SAS drives supported by an add-in PCI-X controller; RAID 0, 1, 5, and 10 support
- CD-ROM drive; CD-RW/DVD-ROM (optional)
- Pedestal or 4U rack-mount form factor
- Embedded Intel (ESB2/Gilgal) 82563EB Dual-Port Gigabit Ethernet Controller for 10/100/1000 BASE-T with two RJ45 jacks
- 800W AC redundant hot-swap N+1 ATX PSU
- (3) 5000 RPM hot-swap cooling fans; (2) 5000 RPM hot-swap rear exhaust fans
- Microsoft Windows 2003 Server; Microsoft Windows Server 2003 Enterprise Edition; Red Hat Linux Enterprise Linux 4.0
- Security: system BIOS and operating system password, locking bezel, and chassis intrusion detection, SDDC support
- Management: BIOS event logging; optional IPMI 2.0 Management card supports remote KVM, virtual CD and floppy, remote control power and reset, as well as gives status on system environmental information
- Covered by a two-year warranty with optional extended warranties and technical support upgrade plans



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**Product Specifications:**

AC Voltage 100 - 240V, 50-60Hz, 10-4 Amp  
+5V Standby 4 Amp, +12V 66 Amp, +3.3V 30 Amp  
-5V 24 Amp, -12V 0.6 Amp, 800W AC power supply w/ PFC

**I-4000x R3 System Unit**

Processor Dual Intel 5300/5100-series Xeon dual-core or quad-core processors up to 3.0 GHz with 1333 MHz Front Side Bus, 4 MB L2 cache, EM64T, and Intel Virtualization Technology

Memory Up to 32 GB 667/533MHz DDR2 ECC fully-buffered DIMM DDR2 SDRAM; (8) 240-pin DIMM sockets; Dual-channel memory bus; corrects single-bit and detects double-bit errors; supports Intel x4 and x8 single device data correction

Chipset Intel 5000P chipset

Expansion (3) 64-bit 133 MHz PCI-X (3.3V) slots; (3) 64-bit 100 MHz PCI-X (3.3V) slots; Supports 5 full-length, full-height telephony cards

Peripherals CD-ROM drive; CD-RW/DVD-ROM (optional)

Storage 8 hot-swap 1-inch 80 to 750 GB hot-swap SATA II or 8 hot-swap 1-inch 36 to 146 GB SAS

Onboard SATA Embedded Intel ESB2 SATA 3.0 Gb/sec controller supporting 6 SATA drives; additional SATA/SAS drives supported by an add-in PCI-X controller; RAID 0, 1, 5, and 10 support

Network Embedded Intel (ESB2/Gilgal) 82563EB dual-port Gigabit Ethernet controller for 10/100/1000 BASE-T with two RJ45 jacks

Video ATI ES1000 controller with 16 MB of video memory

Input Output 4 USB 2.0 ports (2 front, 2 rear; 1 extra internal); PS/2 keyboard and mouse ports; 2 Fast UART 16550 serial ports

Power Supply 800W AC redundant hot-swap N+1 ATX PSU

Cooling (3) 5000 RPM hot-swap cooling fans; (2) 5000 RPM hot-swap rear exhaust fans

OS Support Microsoft Windows 2003 Server; Microsoft Windows Server 2003 Enterprise Edition; Red Hat Linux Enterprise Linux 4.0

Security System BIOS and operating system password, locking bezel, and chassis intrusion detection, SDDC support Management BIOS event logging; Optional IPMI 2.0 Management Card supports remote KVM, virtual CD and floppy, remote control power and reset, as well as gives status on system environmental information

Front Panel On/Off power button and system reset button 6 LED indicators: power, hard drive activity, power fail, 2 for network activity, and system overheat 2 USB ports

Form Factor Pedestal or 4U rack-mount

Dimensions Height: 7.0 inches (178 mm); Width: 17.2 inches (434 mm); Depth: 25.5 inches (648 mm); Gross Weight: 65.5 lbs (29.71 kg)

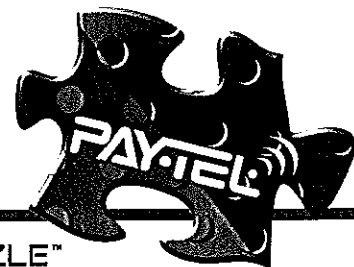
Compliance RoHS compliant 5/6; ACPI compliant BIOS; PCI-X compliant; IMPI v2.0 compliant, USB v2.0/1.1 compliant; Extended ATX motherboard and ATX PSUs; Certified with Aculab Prosody X, AudioCodes; TP260 and NGX (previously Ai-Logix), and Dialogic cards

Regulatory Approval FCC part 15 Sub part A; CE; UL/cUL; VCCI

Environment Operating temperature: 10° to 35°C; 50° to 95°F; non-operating temperature: -40° to +70°C; -40° to 158° F; humidity: 8 - 90% non-condensing; non-operating humidity: 5 - 95% non-condensing .

I-4000x R3 Power Supply

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**THE  
PAY•TEL  
DIFFERENCE****New Technology and Product Development**

Pay•Tel's Product and Development Team has since 1991, developed software and hardware solutions for our clients.

Pay•Tel is continually looking at and developing new technology that will assist our clients, from increasing call volume to aiding Investigators. When a client comes to Pay•Tel and requests specific features and functions for the Inmate Telephone System (ITS), Pay•Tel will take the requests to the Development Team for a feasibility study. If it can be done, it will be done. Pay•Tel has some exciting new features in 2008. These features will make it more convenient for the facility staff to monitor calls, review Call Detail and perform administrative functions.

The technology Pay•Tel is proposing for KCSO has been developed to address the current and future needs of our clients, and to work with the telecom network of the future.

Please see the Part X: Appendices: "Pay•Tel's Philosophy and Commitment to Technology Innovation in Inmate Calling Services" for information on our Product Development Team and our philosophy behind the development of our ITS technology and our current number of twenty patent filings.

The staff at your facility has the *option of using any, or all, of the features* within the Pay•Tel ITS system. Each feature can be turned on or off, or altered in its use to fit the needs and policies of the individual facility.



**Detail the implementation plan proposed by your company (Back Office Services and Reporting; Hardware and Phone Equipment; Validation; Three Way Call Detection; Debit Platform; PINS)**

Upon award of contract, Pay•Tel will begin building the proposed system. Inmate phone service will continue without interruptions until the new system is installed. The new system should be ready within thirty days. Cut over time to install the new system should be four (4) hours or less.

**Back Office Services and Reporting**

Unlike most of our competitors, Pay Tel has, since our inception, made a commitment to use only Pay Tel employees to provide all back room support for our inmate phone service. Since 1991, Pay Tel IT engineers have designed and built all in-house support systems including:

**CALL TRAFFIC REPORTS**

Call traffic reports which monitor calls from each facility to identify any deviations in call volumes that need to be investigated. Systems are set up to automatically perform self diagnostic checks. Pay Tel Operations specialists receive alerts around the clock when historical call volumes are not maintained.

(See Service Policy and Procedures Part IX 1. Service and Maintenance for further explanation.)

**REAL TIME VALIDATION**

Pay Tel's IT engineers have built an in-house validation Hub that is on line to multiple validation data bases including LIDB. All calls from every facility are validated real time.

(See Part IV Technology, Equipment and Services: Validation Section for further explanation.)

**BILL RECORD INTEGRITY**

Bill records are automatically retrieved around the clock from all facilities. The records are then scrubbed to make sure they are complete with start and end times with no duplicate records.

Local Telephone Company. Bill records for calls to be billed through local telephone companies are separated as to billing company (AT&T, Verizon, Embarq, etc.) and electronic files are prepared for transmission to individual telephone companies. Pay Tel has direct Billing & Collection Agreements with all major telephone companies in our service area. The Pay Tel charges appear on a separate bill page in the customer bill with our 1-800 PAYTELL customer service number on each bill.

Pay Tel In-House Prepaid on Direct Bill Accounts. Bill records for in-house account calls are immediately posted to the customers' account. When customers make payments through our automated phone system, on our website, with a CSR over the phone, through Western Union or MoneyGram, these payments are posted real time to the customers' account. The customer can access account balance information real time by calling 1-800-PAYTELL or by visiting our website [www.paytel.com](http://www.paytel.com).

**CUSTOMER SERVICE SUPPORT**

Customer service support for LEC billed and in-house prepaid accounts. Pay Tel's IT engineers have built our internal systems so all billing records and payment information appears real time on the CSR's computer screen when the customer's account/phone number is entered. Pay Tel CSRs are prepared to respond to all customer inquiries whether the call was billed through the local telephone company or through a Pay Tel prepaid or Direct Bill Account.

(See Part IX: Additional Information - 2. Customer Service Section for a further explanation.)



All of our back office support functions have been built by Pay Tel IT engineers and staffed by full-time Pay Tel employees. Unlike most of our competitors who historically have outsourced many, if not all, of these functions, Pay Tel has developed and refined these programs over the past sixteen years. Our experience and performance in this area is unmatched by any ITS company in the industry.

## Hardware

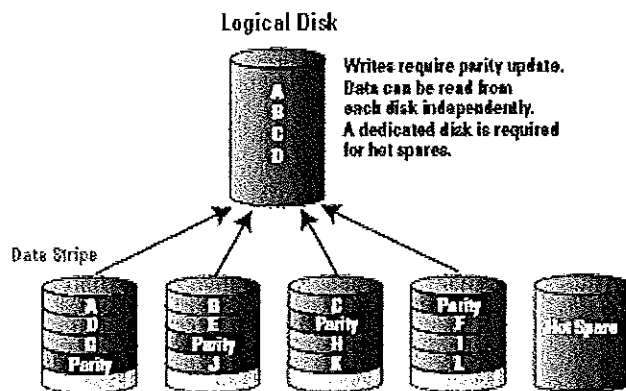
### Proposed Backup Configuration

#### RAID 5 (Striping with parity)

Uses data striping in a technique designed to provide fault-tolerant data storage, but doesn't require duplication of data like RAID 1 and RAID 1E. Data is striped across all of the drives in the array, but for each stripe through the array (one stripe unit from each disk) one stripe unit is reserved to hold parity data calculated from the other stripe units in the same stripe. Read performance is therefore very good, but there is a penalty for writes, since the parity data has to be recalculated and written along with the new data. To avoid a bottleneck, the parity data for consecutive stripes is interleaved with the data across all disks in the array.

RAID 5 has been the standard in server environments requiring fault tolerance. The RAID parity requires one disk drive per RAID set, so usable capacity will always be one disk drive less than the number of available disks in the configuration of available capacity - still better than RAID 1 which only has a 50% usable capacity.

RAID 5 requires a minimum of three disks and a maximum of 16 disks to be implemented. RAID 5 usable capacity is between 67% - 94%, depending on the number of data drives in the RAID set.



Once the inmate makes a completed call and hangs up the phone the call is stored on the system in a temporary folder as a .vox file. Once it is converted over to mp3 format it is then stored on the RAID 5 configuration on both drives. If one drive is lost the other HDD's maintain the call record information until the bad HDD can be replaced.

This provides redundancy, security and storage for several years of CDR and recordings to be instantly accessible without the need for time consuming archive and retrieval processes.



## Phones Equipment

The phone used by Pay•Tel in all of our confinement facilities is made of one-sixteenth inch stainless steel designed to withstand extensive physical abuse and graffiti. It is 5-1/2 inches wide, and 10-1/2 inches tall, and 2-3/4 inches deep.

In order to mount the phone, a steel backplate is mounted to the cell wall. This can be accomplished in a variety of ways, depending on the construction of the wall. The phone is attached to the backplate by four pin-in-head security screws. These security screws have proven more effective than various lock-and-key systems in keeping inmates from opening phones. The phone in the cell is line powered, thereby eliminating the need for electrical power to be used in the cell. The phone wire itself is routed into the back of the phone, thus limiting or eliminating conduit accessible to the inmates. This eliminates the shock or fire hazards inherent with some "smart phone" systems.

The handset is a "gorilla" type made of high impact Lexan plastic. The ear and mouthpieces are secured with epoxy. The handset is attached to the front of the phone by an armored cable and a steel lanyard guaranteed to withstand at least eight hundred pounds of pull.

## Validation

Pay•Tel's proposed phone system validates each call **real-time**, using a multi-tiered process beginning with a query to Telecordia Technologies, Inc. Routing Administration TPM™ Data Source to identify wireless phone numbers. We then perform real-time LIDB lookups to determine if a customer is eligible to receive collect calls that may be billed through their local phone company. The remaining numbers are checked for available funds on customer in-house prepaid account or direct billed accounts.

In the event a customer's local telephone provider will not provide collect call billing (C-LEC or wireless carrier), and if they do not have a prepaid account already established, the validation system signals the Inmate Telephone System that a one-time-only, free call of limited duration should be completed to the customer to allow the inmate initial contact with the called party, and an opportunity for Pay•Tel to explain billing options for future calls.

On subsequent attempts to call this number, the call will not be placed if billing arrangements have not been made with Pay•Tel.

Because each call is validated & checked in **real-time** for available funds, we do not use "blocking", per se. Instead, the account is checked on each call attempt and may receive calls immediately once an account is opened and a payment has posted to the customer's account.

With the Pay•Tel ITS system being proposed to Knox County, payments made by customers will be posted to their accounts – **real time**.

Checks and money orders are posted by 1:00 pm the day they are received.



## Three Way Call Detection

**THE  
PAY TEL  
DIFFERENCE**

Historically, Inmate Telephone Service providers have touted various patented methods for three-way call detection with claims of 90%+ effectiveness. In reality, the higher the sensitivity is set for the detection of three-way calls, the greater the risk of disconnecting legitimate calls. The problem of disconnecting legitimate calls is currently being investigated by State Regulators. When legitimate calls are disconnected, the inmate is forced to call back and the person paying for the call is forced to pay call set up charges on a second call.

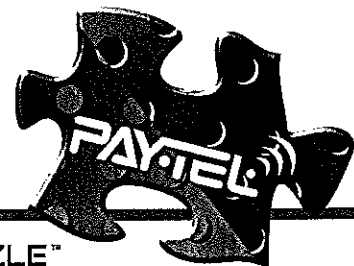
Pay•Tel is proud to lead the ITS industry with **Ethical 3-Way™** calling technology that will block unauthorized calls, and if the facility wishes, allow authorized calls. Pay•Tel's exclusive **Ethical 3-Way™** calling technology is the first and only ITS system that interacts with the called party to accurately confirm three-way calls. When a potential three-way call is detected, the call is interrupted and the called party is given the option to have the call re-connected *for no additional call set-up charges* to the number dialed by the inmate. The technology can on many occasions capture the three-way called number and provide investigators with a valuable new tool. If the facility wishes three-way calls to attorneys, for example, specific numbers can be pre-approved. We look forward to demonstrating how Pay•Tel's **Ethical 3-Way™** calling technology can better serve your facility.

Please see the Part X: Appendices: "Pay•Tel's Philosophy and Commitment to Technology Innovation in Inmate Calling Services" for information on our Product Development Team and our philosophy behind the development of our ITS technology and our current number of twenty patent filings.

**Debit Platform**

Pay•Tel will work with the facility and its designated vendors to integrate the inmate telephones with other systems such as Commissary, Jail Management Systems, or other telephone-based information services. Pay Tel already has interface arrangements with several Commissary and Jail Management companies to provide the needed interface at facilities across the Southeast.

Please See Next Page for Current Screenshots



**Debit/Financial Sample Reports**

**Debit Accounts**

**PAY-TEL**

Pin: 123958

Opened: 01/01/2008

Active: ☒

Last\_pin: 02/01/2008

Last\_cal: 03/01/2008

Tot\_debits: 97.00

Tot\_credit: 100.00

Balance: 3.00

Find Print Add Edit Delete Exit

**List Debit Transactions**

**PAY-TEL**

Include PINs: [ ] through [ ]

Transaction Dates: 2/20/2008 through 3/4/2008

Include Suspended PINs? ☐ Yes ☐ No ☐ Only

Transaction Types: ☒ Payments ☒ Refunds/Credits ☒ Calls

Order results by: [ ]

PIN	TransType	Date	Time	Reg. Bal.	Trans. Amt.	Ending Bal.
5421954	Payment	03/03/2008	11:26:56	0.00	100.00	100.00
5421954	Call	03/03/2008	11:26:56	100.00	-1.95	98.05
5421954	Call	03/02/2008	11:26:56	100.00	-1.95	98.05
5421954	Call	03/02/2008	11:26:56	100.00	-1.95	98.05
5421954	Call	03/01/2008	11:26:56	100.00	-1.95	98.05
123654	Call	03/01/2008	11:26:56	100.00	-1.95	98.05
123654	Payment	02/29/2008	11:26:56	0.00	100.00	100.00
123654	Call	02/29/2008	11:26:56	100.00	-1.95	98.05
123654	Call	02/28/2008	11:26:56	100.00	-1.95	98.05
123654	Call	02/28/2008	11:26:56	100.00	-1.95	98.05
123654	Payment	02/27/2008	11:26:56	0.00	100.00	100.00
123654	Call	02/27/2008	11:26:56	100.00	-1.95	98.05
123654	Call	02/26/2008	11:26:56	100.00	-1.95	98.05
123654	Call	02/26/2008	11:26:56	100.00	-1.95	98.05
123654	Call	02/25/2008	11:26:56	100.00	-1.95	98.05
123654	Call	02/25/2008	11:26:56	100.00	-1.95	98.05
123654	Refund	02/24/2008	11:26:56	100.00	+100.00	0.00

Generate Report Save Report to File

**List All Calls:**

**PAY-TEL**

Dated From: 2/21/2008 through 2/22/2008

Called Numbers From: [ ] through [ ]

PINs From: [ ] through [ ]

Stations From: CELLC through CELLC

Include Incomplete/Unaccepted? ☐ Yes ☒ No ☐ Only

Include Free? ☐ Yes ☒ No ☐ Only

Include w/Deleted 3-way? ☐ Yes ☒ No ☐ Only

Include Alert Triggers? ☐ Yes ☒ No ☐ Only

Include: Collect ☒ Debit ☒ Prepaid ☒

Order results by: [ ]

Trunk/ANI	Type	Station/Loc	Called #	Off-Hook	Connected	Duration	TermCode	Inmate ID	Recording	Charge
3363960897	Collect	CELLC	3363524780	18:43:40	18:46:11	122	10	3549	Listen	1.05
3363961008	Collect	CELLC	3363203626	18:50:44	18:52:29	431	10	18549	Listen	1.05
3363960897	Collect	CELLC	3363745355	19:08:59	19:10:41	600	12	43549	Listen	1.05
3363968194	Collect	CELLC	3363524780	19:52:24	19:55:01	601	10	101548	Listen	1.05
3363961008	Collect	CELLC	3363524780	20:09:38	20:12:31	600	12	116549	Listen	1.05
3363961008	Collect	CELLC	3364433112	20:28:35	20:29:45	600	12	141548	Listen	1.05
3363961007	Collect	CELLC	3364433112	20:39:54	20:40:52	600	12	150549	Listen	1.05
3363961007	Collect	CELLC	3363743478	20:51:02	20:52:48	452	70	159549	Listen	1.05
3363961054	Collect	CELLC	3363743478	18:35:58	18:41:18	600	12	98753549	Listen	1.05
3363961381	Collect	CELLC	3363203626	19:00:59	19:02:37	592	10	98757549	Listen	1.05
3363968532	Collect	CELLC	3363524780	19:30:13	19:33:05	600	10	98805549	Listen	1.05
3363968194	Collect	CELLC	3363524780	19:43:33	19:48:21	600	12	98815549	Listen	1.05
3363961007	Collect	CELLC	3363524780	20:07:01	20:09:34	298	10	98843549	Listen	1.05
3363961007	Collect	CELLC	3363743478	20:14:52	20:16:41	600	12	98852549	Listen	1.05
3363961007	Collect	CELLC	3363743478	20:26:44	20:28:43	600	12	98878549	Listen	1.05
3363961007	Collect	CELLC	3363745355	20:39:03	20:41:22	590	10	98896549	Listen	1.05

Generate Report Save Report to File

Screenshots will vary depending on the software version.



The Inmate Telephone System offers a fully functional PIN feature, which identifies each caller. Inmates are assigned individual numbers for identification purposes that are entered at the time of a call. Each PIN can be further customized to include a specified allowed calling list and calling privileges for each inmate. Currently, Knox County utilizes the PIN and PAN feature where the allowed number is captured as the inmate dials the number.

The PIN assignment is made through the interface with the Jail Management System, or through the facility web access, which will assign the PIN number that is associated with the inmate's name. The system can also accept PINs that are assigned to the inmate at booking.

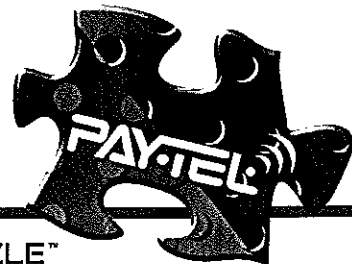
Pay Tel currently interfaces with several Jail Management Systems to automatically transfer the PINs to our system. This eliminates the facility staff having to enter PIN numbers for the inmates. Pay•Tel will work with the County and the KCSO to provide this service at the KCSO.

[illegible]

**This tab is used if you want to require an inmate to have a PIN number to access the phone system.**

**It will allow you to enter the phone numbers an inmate can call (Allowed Call List) or have open access.**

**This is used to keep track of all calling activity per inmate. All information can be automatically transferred by the Jail Management System.**



Provide a Sample of the standard reporting your company provides

# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List All Calls:**

Dated From: 2/21/2008 through 2/21/2008  
 PINs From: 122354 through 122354  
 Called Numbers From: through  
 Stations From: through

Include Incomplete/Unaccepted? ☒ Yes ☐ No ☐ Only  
 Include Free? ☒ Yes ☐ No ☐ Only  
 Include w/Defected 3-way? ☒ Yes ☐ No ☐ Only  
 Include Alert Triggers? ☐ Yes ☐ No ☒ Only

Order results by:

Trunk/ANI	Station/Loc	Called #	Off-Hook	Connected	Duration	TermCode	Inmate ID	Recording	AcceptDig	Charge
5409628404	DL	3045787512	11:46:24	::	0:63	122354	Listen	3	4.64	
5409628404	AL	5404732058	11:49:16	11:50:33	10:10	122354	Listen	3	1.00	
5409628401	D1L	5404007824	11:45:14	11:46:35	342:10	122354	Listen	3	5.85	
5409628403	C1R	5409653444	11:49:47	::	0:08	122354	Listen	3	2.25	
5409628402	CIL	5409629714	11:44:01	11:45:41	429:10	122354	Listen	3	2.25	
5409628403	AL	5409655060	12:20:45	::	0:20	122354	Listen	3	2.25	
5409628404	SEG	5409628378	12:24:57	::	0:08	122354	Listen	3	2.25	
5409628402	AL	5409655060	12:27:41	12:28:43	180:10	122354	Listen	3	2.25	
5409628401	CIL	5409629714	12:25:49	12:26:55	586:10	122354	Listen	3	2.25	
5409628404	C1R	8043188812	12:35:21	12:36:35	234:10	122354	Listen	3	5.45	
5409628401	CIL	5409628603	12:41:47	::	0:63	122354	Listen	3	2.25	
5409628401	C1R	3045361941	12:46:40	::	0:69	122354	Listen	3	12.65	
5409628401	C1R	3045361941	12:48:23	::	0:69	122354	Listen	3	12.65	
5409628401	C1R	3045361941	12:50:25	::	0:69	122354	Listen	3	12.65	
5409628401	AR	5407472154	12:55:28	::	0:20	122354	Listen	3	2.25	
5409628401	C1R	3045361941	12:59:15	::	0:69	122354	Listen	3	12.65	
5409628401	DL	4105510035	13:03:56	::	0:63	122354	Listen	3	12.65	
5409628401	DL	5408629543	13:04:57	::	0:07	122354	Listen	3	2.25	
5409628402	C1R	3045361941	13:08:21	::	0:69	122354	Listen	3	12.65	

Generate Report Save Report to File

List of calls made that are alerted by inmate calling, for a designated time period.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List All Calls:**

Dated From  through  Called Numbers From  through

PINs From  through  Stations From  through

Include Incomplete/Unaccepted? ☒ Yes ☐ No ☐ Only Include Free? ☒ Yes ☐ No ☐ Only Include w/Defected 3-way? ☒ Yes ☐ No ☐ Only Include Alert Triggers? ☐ Yes ☐ No ☒ Only

Order results by

Trunk/ANI	Station/Loc	Called #	Off-Hook	Connected	Duration	TermCode	Inmate ID	Recording	AcceptDig	Charge
7064855911	Station-2/Cel	3368526753	21:01:45	21:02:34	859	62	\	Listen	3	2.70
7064853627	Station-7/Cel	3368526753	21:13:36	21:14:27	882	62	\	Listen	3	2.70
7064852293	Station-3/Cel	3368526753	21:18:15	21:19:12	694	62	\	Listen	3	2.86
7064852293	Station-3/Cel	3368526753	21:37:04	21:37:36	172	62	\	Listen	3	2.70
7064853627	Station-8/Cel	3368526753	21:29:45	21:30:41	900	62	\	Listen	3	5.08
7064855682	Station-4/Cel	3368526753	21:50:43	21:51:35	11	62	\	Listen	3	2.70
7064852523	Station-2/Cel	3368526753	21:51:21	21:51:52	13	62	\	Listen	3	2.70
7064855911	Station-3/Cel	3368526753	21:45:43	21:46:10	360	62	\	Listen	3	2.70
7064855682	Station-4/Cel	3368526753	21:52:56	21:54:32	60	62	\	Listen	3	
7064852293	Station-10/Cel	3368526753	21:43:10	21:43:56	896	62	\	Listen	3	4.88
7064855682	Station-8/Cel	3368526753	21:58:19	21:59:02	6	62	\	Listen	3	2.70
7064853627	Station-8/Cel	3368526753	21:48:30	21:49:10	900	62	\	Listen	3	2.70
7064852523	Station-3/Cel	3368526753	21:52:42	21:53:11	789	62	\	Listen	3	2.70
7064852523	Station-3/Cel	3368526753	22:06:55	22:07:27	178	62	\	Listen	3	2.70
7064855911	Station-9/Cel	3368526753	21:56:45	21:57:24	900	62	\	Listen	3	2.70
7064852293	Station-8/Cel	3368526753	21:59:38	22:00:19	854	62	\	Listen	3	2.70
7064853627	Station-8/Cel	3368526753	22:05:03	22:05:53	900	62	\	Listen	3	5.08
7064852523	Station-3/Cel	3368526753	22:15:41	22:16:26	856	62	\	Listen	3	2.70
7064855682	Station-8/Cel	3368526753	22:15:57	22:16:37	900	62	\	Listen	3	2.70

Generate Report Save Report to File

List of calls made that are alerted by telephone number, for a designated time period.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

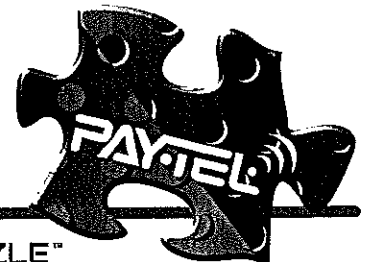
**PAY-TEL**

**List Called Numbers:**

Call Dates:  through   
 Called by PINs:  through   
 Called Numbers From:  through   
 Stations From:  through   
 Include Blocked? ☒ Yes ☐ No ☐ Only  
 Include Called by >1 PIN? ☒ Yes ☐ No ☐ Only  
 Include Allowed for >1 PIN? ☒ Yes ☐ No ☐ Only  
 Include Alert Triggers? ☒ Yes ☐ No ☐ Only  
 Order results by:   
 Include Numbers Called >  Times

Called Number	Record?	Blocked?	Total Calls	Total Charges	First Called	Last Called	Click to List Calling PINs
8037733795	Y	N	10	24.31	02/08/1997	01/30/2004	<a href="#">PINs</a>
8037733804	Y	N	3	9.64	07/16/1996	12/02/1999	<a href="#">PINs</a>
8037733818	Y	N	1	3.82	08/10/2007	08/10/2007	<a href="#">PINs</a>
8037733825	Y	N	1	1.41	11	02/25/2001	<a href="#">PINs</a>
8037733826	Y	N	0	0.00	11/21/2003	11	<a href="#">PINs</a>
8037733849	Y	N			08/30/2007	11	<a href="#">PINs</a>
8037733851	Y	N	5	13.60	09/01/1995	04/22/1998	<a href="#">PINs</a>
8037733862	Y	N	5	10.54	11	07/21/2004	<a href="#">PINs</a>
8037733864	Y	N			09/30/2007	11	<a href="#">PINs</a>
8037733865	Y	N			07/28/2006	11	<a href="#">PINs</a>
8037733869	Y	N	15	87.85	05/22/2000	11/08/2005	<a href="#">PINs</a>
8037733891	Y	N	72	345.12	11	12/28/2004	<a href="#">PINs</a>
8037733894	Y	N			08/19/2007	11	<a href="#">PINs</a>
8037733902	Y	N	2	27.55	04/09/2004	04/09/2004	<a href="#">PINs</a>
8037733903	Y	N	1	2.57	11	12/04/2001	<a href="#">PINs</a>
8037733906	Y	N	93	261.73	07/29/1995	08/29/1999	<a href="#">PINs</a>
8037733930	Y	N	1	7.95	10/16/2005	10/16/2005	<a href="#">PINs</a>
8037733933	Y	N	18	81.63	03/02/2006	07/08/2006	<a href="#">PINs</a>
8037733962	Y	N	1	3.35	02/28/2000	02/28/2000	<a href="#">PINs</a>

List of all telephone numbers in the system, with the blocking, charge, and recording status for each number, and the inmates allowed to call that number.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List Called Numbers:**

Call Dates: 2/21/1980 through 2/21/2008  
 Called by PINs: 122545 through 122545  
 Called Numbers From: through  
 Stations From: through

Include Blocked? ☒ Yes ☐ No ☐ Only  
 Include Called by >1 PIN? ☒ Yes ☐ No ☐ Only  
 Include Allowed for >1 PIN? ☒ Yes ☐ No ☐ Only  
 Include Alert Triggers? ☒ Yes ☐ No ☐ Only

Order results by:   
 Include Numbers Called > Times

Called Number	Record?	Blocked?	Total Calls	Total Charges	First Called	Last Called	Click to List Calling PINs:
8432619334	Y	N	1	4.10	05/20/2005	05/20/2005	<a href="#">PINs</a>
8432619337	Y	N			03/17/2007	03/17/2007	<a href="#">PINs</a>
8432619360	Y	N			07/19/2007	07/19/2007	<a href="#">PINs</a>
8432619367	Y	N			02/15/2007	02/15/2007	<a href="#">PINs</a>
8432619383	Y	N	2	16.45	05/18/2006	05/18/2006	<a href="#">PINs</a>
8432619390	Y	N	4	11.29	11/06/2007	02/27/2008	<a href="#">PINs</a>
8432619391	Y	N	3	5.10	05/28/2005	05/28/2005	<a href="#">PINs</a>
8432619401	Y	N	1	1.75	01/30/2006	01/30/2006	<a href="#">PINs</a>
8432619414	Y	N			07/25/2007	07/25/2007	<a href="#">PINs</a>
8432619420	Y	N	6	7.70	11/23/2004	11/23/2004	<a href="#">PINs</a>
8432619421	Y	N			10/08/2006	10/08/2006	<a href="#">PINs</a>
8432619426	Y	N			01/17/2008	01/17/2008	<a href="#">PINs</a>
8432619428	Y	N	26	65.05	02/23/2007	03/28/2007	<a href="#">PINs</a>
8432619441	Y	N			08/11/2007	08/11/2007	<a href="#">PINs</a>
8432619442	Y	N	1	1.70	01/05/2005	01/05/2005	<a href="#">PINs</a>
8432619443	Y	N	3	3.60	09/22/2005	09/22/2005	<a href="#">PINs</a>
8432619448	Y	N			10/11/2007	10/11/2007	<a href="#">PINs</a>
8432619450	Y	N	2	3.40	03/03/2005	03/03/2005	<a href="#">PINs</a>
8432619457	Y	N			02/06/2008	02/06/2008	<a href="#">PINs</a>

Generate Report Save Report to File

List of numbers on the allowed list of one inmate, or all inmates. Includes all the parameters for that number (do not record, free, and the like).



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

Administrative Terminal

**PAY-TEL**

**List Called Numbers:**

Call Dates: 2/21/1980 through 2/21/2008  
 Called by PINs: through  
 Called Numbers From: through  
 Stations From: through

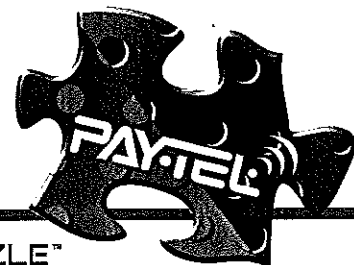
Include Blocked? ☒ Yes ☐ No ☐ Only  
 Include Called by >1 PIN? ☒ Yes ☐ No ☐ Only  
 Include Allowed for >1 PIN? ☐ Yes ☒ No ☐ Only  
 Include Alert Triggers? ☒ Yes ☐ No ☐ Only

Order results by:   
 Include Numbers Called > Times

Called Number	Record?	Blocked?	Total Calls	Total Charges	First Called	Last Called	Click to List Calling PINs
8432619563	Y	N	1	8.85	07/30/2005	07/30/2005	<a href="#">PINs</a>
8432619570	Y	N	4	53.27	08/23/2005	03/31/2007	<a href="#">PINs</a>
8432619588	Y	N	1	1.20	02/12/2005	02/12/2005	<a href="#">PINs</a>
8432619596	Y	N	3	4.10	12/30/2004	12/30/2004	<a href="#">PINs</a>
8432619600	Y	N	1	1.70	02/02/2005	02/02/2005	<a href="#">PINs</a>
8432619604	Y	N			10/17/2006	10/17/2006	<a href="#">PINs</a>
8432619607	Y	N			06/20/2007	08/20/2007	<a href="#">PINs</a>
8432619609	Y	N	1	3.55	03/01/2005	03/01/2005	<a href="#">PINs</a>
8432619610	Y	N	1	8.50	11	02/23/2004	<a href="#">PINs</a>
8432619618	Y	N	4	8.50	03/04/2008	03/04/2008	<a href="#">PINs</a>
8432619619	Y	N	2	2.90	08/16/2005	08/16/2005	<a href="#">PINs</a>
8432619626	Y	N	1	2.25	12/27/2005	12/27/2005	<a href="#">PINs</a>
8432619640	Y	N	15	74.75	11	06/27/2001	<a href="#">PINs</a>
8432619643	Y	N			02/11/2008	02/11/2008	<a href="#">PINs</a>
8432619646	Y	N	3	15.05	09/01/2005	09/01/2005	<a href="#">PINs</a>
8432619651	Y	N	3	5.25	01/30/2006	01/30/2006	<a href="#">PINs</a>
8432619666	Y	N			08/15/2007	08/15/2007	<a href="#">PINs</a>
8432619667	Y	N	1	5.20	08/21/2006	08/21/2006	<a href="#">PINs</a>
8432619669	Y	N	4	19.51	11	01/16/2004	<a href="#">PINs</a>

Generate Report Save Report to File

List of numbers on the allowed list of more than one inmate.

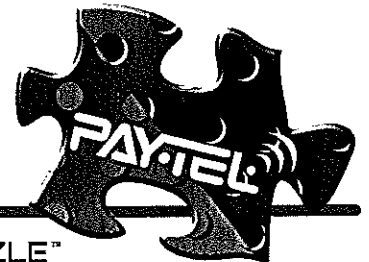


# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

[illegible]

**List of inmates that are allowed to call a particular number.**



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY·TEL**

**List Inmates**

Include PINs:  through  Allowed Call-to Numbers  through

Actual Called Numbers  3368526753 through  3368526753 Call Dates  1 / 22 / 2008 through  2 / 21 / 2008

Include: ☐ Added ☐ Removed from:  3 / 3 / 2008 through  2 / 21 / 2008 Order results by

Include Suspended? ☒ Yes ☐ No ☐ Only Inmates With At Least  ☐ Calls ☐ Minutes

PIN	Description/Name	Suspended?	Total Calls	Total Charges	First Call	Last Call	Click for Allowed Numbers
1000001	ID #1000001	No	1	1.24	03/02/2008	03/03/2008	<a href="#">Click for list</a>
1000002	ID #1000002	No	2	2.48	03/01/2008	03/03/2008	<a href="#">Click for list</a>
1000003	ID #1000003	Yes	3	3.72	02/28/2008	03/03/2008	<a href="#">Click for list</a>
1000004	ID #1000004	No	4	4.96	02/28/2008	03/03/2008	<a href="#">Click for list</a>
1000005	ID #1000005	No	5	6.20	02/27/2008	03/03/2008	<a href="#">Click for list</a>
1000006	ID #1000006	No	6	7.44	02/26/2008	03/03/2008	<a href="#">Click for list</a>
1000007	ID #1000007	No	7	8.68	02/25/2008	03/03/2008	<a href="#">Click for list</a>
1000008	ID #1000008	No	8	9.92	02/24/2008	03/03/2008	<a href="#">Click for list</a>
1000009	ID #1000009	No	9	11.16	02/23/2008	03/03/2008	<a href="#">Click for list</a>
1000010	ID #1000010	Yes	10	12.40	02/22/2008	03/03/2008	<a href="#">Click for list</a>
1000011	ID #1000011	No	11	13.64	02/21/2008	03/03/2008	<a href="#">Click for list</a>
1000012	ID #1000012	No	12	14.88	02/20/2008	03/03/2008	<a href="#">Click for list</a>
1000013	ID #1000013	No	13	16.12	02/19/2008	03/03/2008	<a href="#">Click for list</a>
1000014	ID #1000014	No	14	17.36	02/18/2008	03/03/2008	<a href="#">Click for list</a>
1000015	ID #1000015	Yes	15	18.60	02/17/2008	03/03/2008	<a href="#">Click for list</a>
1000016	ID #1000016	No	16	19.84	02/16/2008	03/03/2008	<a href="#">Click for list</a>
1000017	ID #1000017	No	17	21.08	02/15/2008	03/03/2008	<a href="#">Click for list</a>

List of inmates who have called a particular number during a designated period.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List Called Numbers:**

Call Dates: 1/1/2008 through 2/1/2008  
 Called by PINs: through  
 Called Numbers From: through  
 Stations From: through

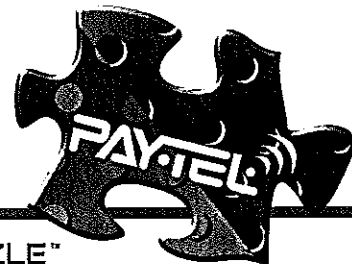
Include Blocked? ☒ Yes ☐ No ☐ Only  
 Include Called by >1 PIN? ☐ Yes ☐ No ☒ Only  
 Include Allowed for >1 PIN? ☒ Yes ☐ No ☐ Only  
 Include Alert Triggers? ☒ Yes ☐ No ☐ Only

Order results by:   
 Include Numbers Called > Times

Called Number	Record?	Blocked?	Total Calls	Total Charges	First Called	Last Called	Click to List Calling PINs
8432619820	Y	N			01/20/2007	01/20/2007	<a href="#">PINs</a>
8432619825	Y	N	3	12.50	//	07/18/2006	<a href="#">PINs</a>
8432619828	Y	N			11/30/2006	11/30/2006	<a href="#">PINs</a>
8432619830	Y	N	4	23.20	//	09/08/2003	<a href="#">PINs</a>
8432619844	Y	N	1	6.30	05/27/2006	05/27/2006	<a href="#">PINs</a>
8432619848	Y	N	3	5.75	06/09/2006	06/09/2006	<a href="#">PINs</a>
8432619850	Y	N	3	15.05	01/18/2006	01/18/2006	<a href="#">PINs</a>
8432619851	Y	N			09/27/2007	09/27/2007	<a href="#">PINs</a>
8432619853	Y	N	1	1.70	10/18/2004	10/18/2004	<a href="#">PINs</a>
8432619861	Y	N			03/03/2007	03/03/2007	<a href="#">PINs</a>
8432619865	Y	N	2	12.05	//	04/26/2004	<a href="#">PINs</a>
8432619873	Y	N			11/14/2007	11/14/2007	<a href="#">PINs</a>
8432619884	Y	N			12/27/2007	12/27/2007	<a href="#">PINs</a>
8432619887	Y	N	3	6.25	02/03/2007	02/28/2007	<a href="#">PINs</a>
8432619898	Y	N	7	54.65	//	08/27/2003	<a href="#">PINs</a>
8432619905	Y	N			12/27/2007	12/27/2007	<a href="#">PINs</a>
8432619910	Y	N	1	1.70	12/14/2004	12/14/2004	<a href="#">PINs</a>
8432619914	Y	N	1	4.55	12/10/2004	12/10/2004	<a href="#">PINs</a>
8432619919	Y	N			09/08/2006	09/08/2006	<a href="#">PINs</a>

**Generate Report** **Save Report to File**

List of numbers called by more than one inmate during a designated period.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List Called Numbers:**

Call Dates:  through

Called by PINs:  through

Called Numbers From:  through

Stations From:  through

Include Blocked? ☐ Yes ☐ No ☐ Only

Include Called by >1 PIN? ☐ Yes ☐ No ☐ Only

Include Allowed for >1 PIN? ☐ Yes ☐ No ☐ Only

Include Alert Triggers? ☐ Yes ☐ No ☐ Only

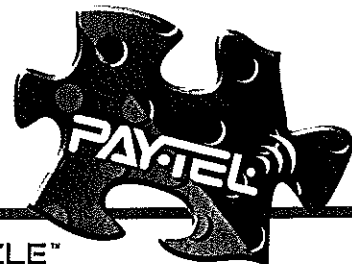
Order results by:

Include Numbers Called >  Times

Called Number	Record?	Blocked?	Total Calls	Total Charges	First Called	Last Called	Click to List Calling PINs
3056900217	Y	Y			04/21/2004	//	<a href="#">PINs</a>
3056900279	Y	Y	23	305.19	11/22/2006	09/11/2007	<a href="#">PINs</a>
3056901048	Y	Y			01/13/2007	//	<a href="#">PINs</a>
3056904315	Y	Y	5	62.50	//	08/24/2003	<a href="#">PINs</a>
3056904323	Y	Y	11	109.46	//	08/18/2001	<a href="#">PINs</a>
3056904336	Y	Y	176	755.00	03/31/2005	12/04/2005	<a href="#">PINs</a>
3056905500	Y	Y			11/04/2007	//	<a href="#">PINs</a>
3056906227	Y	Y	2	12.50	02/09/2004	02/08/2004	<a href="#">PINs</a>
3056908390	Y	Y			01/23/2007	//	<a href="#">PINs</a>
3056908392	Y	Y	10	54.70	//	12/08/2004	<a href="#">PINs</a>
3056909013	Y	Y	1	4.60	//	02/13/2002	<a href="#">PINs</a>
3056909088	Y	Y	2	9.20	06/24/2005	06/27/2005	<a href="#">PINs</a>
3056909118	Y	Y	1	8.27	04/18/2004	04/16/2004	<a href="#">PINs</a>
3056909135	Y	Y	24	120.60	11/08/2004	02/18/2005	<a href="#">PINs</a>
3056909164	Y	Y			04/15/2007	//	<a href="#">PINs</a>
3056909207	Y	Y	1	2.65	01/20/2006	01/20/2008	<a href="#">PINs</a>
3056909365	Y	Y	45	452.98	//	03/15/2006	<a href="#">PINs</a>
3056909713	Y	Y	2	31.66	06/02/2003	06/02/2003	<a href="#">PINs</a>
3056909780	Y	Y	21	17.38	//	09/20/2004	<a href="#">PINs</a>

List of all telephone numbers blocked by the facility.

List of all telephone numbers that are blocked in all facilities of the agency.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List All Calls:**

Dated From  through  Called Numbers From  through

PINs From  through  Stations From  through

Include Incomplete/Unaccepted? ☒ Yes ☐ No ☐ Only Include Free? ☒ Yes ☐ No ☐ Only Include w/Deleted 3-way? ☒ Yes ☐ No ☐ Only Include Alert Triggers? ☒ Yes ☐ No ☐ Only

Order results by

TrunkANI	Station/Loc	Called #	Off-Hook	Connected	Duration	TermCode	Inmate ID	Recording	AcceptDig	Charge
5409828401	CIL	5409629714	11:54:16	11:55:16	600	10	122545	<a href="#">Listen</a>	3	
3367531249	RL	2813721924	11:52:37	11:55:09	600	12	122545	<a href="#">Listen</a>	3	12.65
3367532847	RL	7049027474	12:10:29	12:11:51	600	12	122545	<a href="#">Listen</a>	3	5.85
3367530902	FEML	9126387801	12:20:13	12:22:19	600	10	122545	<a href="#">Listen</a>	3	12.65
3367532847	RL	2534478378	12:45:22	12:48:53	600	64	122545	<a href="#">Listen</a>	3	
5409828401	SEG	5404732058	10:40:05	10:41:27	600	10	122545	<a href="#">Listen</a>	3	1.00
5409828401	SEG	5404732058	11:01:37	11:03:00	600	10	122545	<a href="#">Listen</a>	3	1.00
5409828404	AL	5404732058	11:49:16	11:50:33	600	10	122545	<a href="#">Listen</a>	3	1.00
5409828401	D1L	5404007824	11:45:14	11:46:35	600	10	122545	<a href="#">Listen</a>	3	5.85
5409828402	CIL	5409629714	11:44:01	11:45:41	600	10	122545	<a href="#">Listen</a>	3	2.25
5409828402	AL	5409655080	12:27:41	12:28:43	600	10	122545	<a href="#">Listen</a>	3	2.25
5409828401	CIL	5409629714	12:25:49	12:26:55	600	10	122545	<a href="#">Listen</a>	3	2.25
5409828404	C1R	8043189812	12:35:21	12:36:35	600	10	122545	<a href="#">Listen</a>	3	5.45
8642609049	ARI0HT	2059419805	11:04:57	11:08:12	600	10	122545	<a href="#">Listen</a>	3	12.65
8642258279	O	8643750812	11:20:17	11:22:43	600	10	122545	<a href="#">Listen</a>	3	2.60
8642258279	O	8642263634	12:09:22	12:12:07	600	10	122545	<a href="#">Listen</a>	3	2.60
8642258029	BRIGHT	2125282741	12:19:24	12:22:28	600	10	122545	<a href="#">Listen</a>	3	4.64
8642258029	BCENTER	8643768666	12:28:22	12:30:08	600	10	122545	<a href="#">Listen</a>	3	2.60
8642609049	P	3865627358	12:35:07	12:39:48	600	65	122545	<a href="#">Listen</a>	3	8.20

Generate Report Save Report to File

List of completed calls made by an inmate over a designated time period.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List All Calls:**

Dated From  through

Called Numbers From  through

PINs From  through

Stations From  through

Include Incomplete/Unaccepted? ☒ Yes ☐ No ☐ Only

Include Free? ☒ Yes ☐ No ☐ Only

Include w/Deleted 3-way? ☒ Yes ☐ No ☐ Only

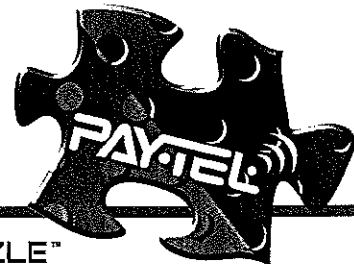
Include Alert Triggers? ☒ Yes ☐ No ☐ Only

Order results by

Trunk/ANI	Station/Loc	Called #	Off-Hook	Connected	Duration	TermCode	Inmate ID	Recording	AcceptDig	Charge
\	HU1-Station-	4342492855		19:17:30	0	4	22653	Listen	3	
4349702081	HU2-Station-	4349600901	19:17:09	19:18:52	0	61	61936	Listen	3	
\	FC-Station-8	4347603218		19:18:12	0	4	22735	Listen	3	
4349702082	JD-Station-25	4348826145	19:17:07	19:18:50	0	61	\	Listen	3	
\	HU1-Station-	4344653720		19:18:32	0	4	22653	Listen	3	
4349843480	FS-Station-34	4349774798	19:17:59	19:17:31	0	61	22753	Listen	3	
\	FS-Station-34	4344654292		19:19:04	0	4	22753	Listen	3	
\	FJ-Station-15	4344654234		19:19:19	0	4	22639	Listen	3	
\	MEDICAL 28	\		19:19:41	0	1	19340	Listen	3	
\	HU2-Station-	4348257706		19:20:32	0	6	22355	Listen	3	
4349846603	FS-Station-34	4349729724	19:20:10	19:20:35	0	0	22753	Listen	3	
\	FJ-Station-15	4349088378		19:20:55	0	6	22623	Listen	3	
\	MEDICAL 28	4349717241		19:21:07	0	6	19340	Listen	3	
4349842380	FK-Station-16	4342634199	19:21:05	19:21:11	0	6	22308	Listen	3	
4349707884	FL-Station-17	4342939813	19:21:08	19:21:14	0	6	23033	Listen	3	
4349702081	WB station	4345897688	19:20:11	19:19:27	0	61	17862	Listen	3	
\	FJ-Station-15	4348068378		19:21:34	0	6	22623	Listen	3	
4349846603	HU2-Station-	4348257706	19:20:59	19:20:42	0	61	22355	Listen	3	
\	HU1-Station-	4349603090		19:22:34	0	14	10200	Listen	3	

Generate Report

List of calls attempted with an invalid PIN for that facility.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List All Calls:**

Dated From  through  Called Numbers From  through

PINs From  through  Stations From  through

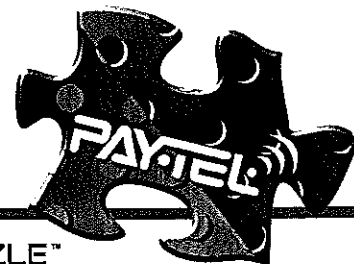
Include Incomplete/Unaccepted? ☒ Yes ☐ No ☐ Only Include Free? ☒ Yes ☐ No ☐ Only Include w/ Detected 3-way? ☒ Yes ☐ No ☐ Only Include Alert Triggers? ☒ Yes ☐ No ☐ Only

Order results by

Trunk/ANI	Station/Loc	Called #	Off-Hook	Connected	Duration	TermCode	Inmate ID	Recording	AcceptDig	Charge
6789842098	E1 LEFT 1	6786666118	20:10:08	20:10:41	900	62	\	Listen	3	2.70
6789842079	E3 LEFT 2	4043227252	20:11:15	20:12:05	836	63	\	Listen	3	2.70
6789842107	MAX D1 L	7707870525	20:10:54	20:11:49	869	65	\	Listen	3	2.70
6789842104	E2 LEFT 3	6786515787	20:10:53	20:11:20	900	62	\	Listen	3	2.70
6789842102	C2 LEFT 3	7707719491	20:11:10	20:11:53	900	62	\	Listen	3	2.70
6789842105	E4 LEFT 2	7707876764	20:11:23	20:12:12	900	62	\	Listen	3	2.70
6789842080	MALE HOLD	7702945631	20:28:20	20:27:49	60	62	\	Listen	3	
6789842092	E3 LEFT 3	7707881877	20:14:57	20:15:27	873	62	\	Listen	3	2.70
6789842083	E3 LEFT 1	7707864702	20:15:01	20:15:38	900	62	\	Listen	3	2.70
6789842103	C2 LEFT 4	6782063221	20:15:10	20:15:45	900	62	\	Listen	3	2.70
6789842096	MAX D2 L	7704831395	20:17:16	20:18:11	894	62	\	Listen	3	2.70
6789842079	E4 LEFT 2	7707879966	20:31:07	20:31:57	88	62	\	Listen	3	2.70
6789842097	MAX D3 R	7707840872	20:19:59	20:20:49	880	62	\	Listen	3	2.70
6789842101	C2 RIGHT 1	7708647786	20:21:46	20:22:50	897	62	\	Listen	3	2.70
6789842100	E4 RIGHT 1	7703856715	20:24:40	20:25:13	900	62	\	Listen	3	2.70
6789842109	E4 LEFT 1	6784373003	20:24:56	20:25:54	900	62	\	Listen	3	2.70
6789842095	E1 LEFT 1	4047532194	20:26:21	20:26:52	871	62	\	Listen	3	2.70
6789842110	C3 RIGHT 4	4043142521	20:25:56	20:26:32	892	62	\	Listen	3	2.70
6789842107	E1 RIGHT 2	7709124668	20:27:03	20:27:45	884	62	\	Listen	3	2.70

Generate Report Save Report to File

Chronological list of all call attempts over a designated period (all call records).



## CDR – Call Detail Reports

Screenshots will vary depending on the software version.

[illegible]

**List of inmates with telephone accounts suspended.**



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List All Calls:**

Dated From: 2/21/2008 through: 2/21/2008  
 Called Numbers From: through  
 PINs From: through  
 Stations From: through

Include Incomplete/Unaccepted? ☒ Yes ☐ No ☐ Only  
 Include Free? ☒ Yes ☐ No ☐ Only  
 Include w/Defected 3-way? ☐ Yes ☒ No ☐ Only  
 Include Alert Triggers? ☒ Yes ☐ No ☐ Only

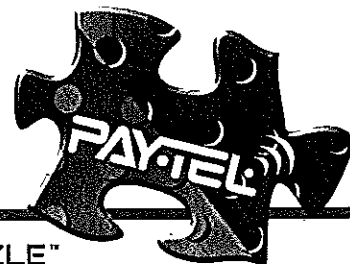
Order results by: [v]

Trunk/ANI	Station/Loc	Called #	Off-Hook	Connected	Duration	TermCode	Inmate ID	Recording	AcceptDtg	Charge
3367531249	RL	2813721924	11:52:37	11:55:09	600	12	122545	Listen	3	12.65
3367532847	RL	7049027474	12:10:29	12:11:51	600	12	122545	Listen	3	5.85
3367530902	FEML	9128387801	12:20:13	12:22:19	600	10	122545	Listen	3	12.65
3367532847	RL	2534478378	12:45:22	12:48:53	600	64	122545	Listen	3	
5409628401	SEG	5404732056	10:40:05	10:41:27	600	10	122545	Listen	3	1.00
5409628401	SEG	5404732056	11:01:37	11:03:00	600	10	122545	Listen	3	1.00
5409628404	AL	5404732056	11:49:16	11:50:33	600	10	122545	Listen	3	1.00
5409628401	D1L	5404007824	11:45:14	11:46:35	600	10	122545	Listen	3	5.85
5409628402	CIL	5409628714	11:44:01	11:45:41	600	10	122545	Listen	3	2.25
5409628402	AL	5409655080	12:27:41	12:28:43	600	10	122545	Listen	3	2.25
5409628401	CIL	5409628714	12:25:49	12:26:55	600	10	122545	Listen	3	2.25
5409628404	C1R	8043188812	12:35:21	12:36:35	600	10	122545	Listen	3	5.45
8642609049	ARIGHT	2059419805	11:04:57	11:08:12	600	10	122545	Listen	3	12.65
8642258279	O	8643750812	11:20:17	11:22:43	600	10	122545	Listen	3	2.60
8642258279	O	8642263634	12:09:22	12:12:07	600	10	122545	Listen	3	2.60
8642258029	BRIGHT	2125282741	12:19:24	12:22:28	600	10	122545	Listen	3	4.64
8642258029	BCENTER	8643768666	12:28:22	12:30:08	600	10	122545	Listen	3	2.60
8642609048	P	3865627358	12:35:07	12:39:48	600	65	122545	Listen	3	8.20
8642258029	QRIGHT	8646462477	12:40:25	12:42:21	600	10	122545	Listen	3	2.60

Generate Report Save Report to File

List of all calls made where extra dialed digits were detected.

List of all call attempts where a 3-way call attempt was detected.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

Administrative Terminal

**PAYTEL**

**List Inmates**

Include PINs:  through  Allowed Call-to Numbers  through

Actual Called Numbers  through  Call Dates  1/1/1980 through 2/21/2008

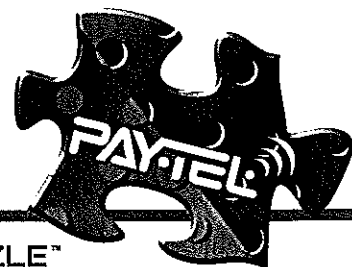
Include: ☒ Added ☒ Removed from:  1/1/2008 through  2/21/2008 Order results by

Include Suspended? ☒ Yes ☐ No ☐ Only Inmates With At Least  ☒ Calls ☐ Minutes

PIN	Description/Name	Suspended?	Total Calls	Total Charges	First Call	Last Call	Click for Allowed Numbers
1000001	ID #1000001	No	1	1.24	03/02/2008	03/03/2008	<a href="#">Click for list</a>
1000002	ID #1000002	No	2	2.48	03/01/2008	03/03/2008	<a href="#">Click for list</a>
1000003	ID #1000003	Yes	3	3.72	02/28/2008	03/03/2008	<a href="#">Click for list</a>
1000004	ID #1000004	No	4	4.96	02/28/2008	03/03/2008	<a href="#">Click for list</a>
1000005	ID #1000005	No	5	6.20	02/27/2008	03/03/2008	<a href="#">Click for list</a>
1000006	ID #1000006	No	6	7.44	02/26/2008	03/03/2008	<a href="#">Click for list</a>
1000007	ID #1000007	No	7	8.68	02/25/2008	03/03/2008	<a href="#">Click for list</a>
1000008	ID #1000008	No	8	9.92	02/24/2008	03/03/2008	<a href="#">Click for list</a>
1000009	ID #1000009	No	9	11.16	02/23/2008	03/03/2008	<a href="#">Click for list</a>
1000010	ID #1000010	Yes	10	12.40	02/22/2008	03/03/2008	<a href="#">Click for list</a>
1000011	ID #1000011	No	11	13.64	02/21/2008	03/03/2008	<a href="#">Click for list</a>
1000012	ID #1000012	No	12	14.88	02/20/2008	03/03/2008	<a href="#">Click for list</a>
1000013	ID #1000013	No	13	16.12	02/19/2008	03/03/2008	<a href="#">Click for list</a>
1000014	ID #1000014	No	14	17.36	02/18/2008	03/03/2008	<a href="#">Click for list</a>
1000015	ID #1000015	Yes	15	18.60	02/17/2008	03/03/2008	<a href="#">Click for list</a>
1000016	ID #1000016	No	16	19.84	02/16/2008	03/03/2008	<a href="#">Click for list</a>
1000017	ID #1000017	No	17	21.08	02/15/2008	03/03/2008	<a href="#">Click for list</a>

Generate Report Save Report to File

List of inmate accounts transferred in or out of a facility during a designated period.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

Administrative Terminal

**PAY-TEL**

**List Inmates**

Include PINs:  through  Allowed Call-to Numbers  through

Actual Called Numbers  through  Call Dates 1/1/1980 through 2/21/2008

Include: ☒ Added ☐ Removed from: 1/1/2008 through 2/21/2008 Order results by

Include Suspended? ☒ Yes ☐ No ☐ Only Inmates With At Least  ☒ Calls ☐ Minutes

PIN	Description/Name	Suspended?	Total Calls	Total Charges	First Call	Last Call	Click for Allowed Numbers
1000001	ID #1000001	No	1	1.24	03/02/2008	03/03/2008	<a href="#">Click for list</a>
1000002	ID #1000002	No	2	2.48	03/01/2008	03/03/2008	<a href="#">Click for list</a>
1000003	ID #1000003	Yes	3	3.72	02/29/2008	03/03/2008	<a href="#">Click for list</a>
1000004	ID #1000004	No	4	4.96	02/29/2008	03/03/2008	<a href="#">Click for list</a>
1000005	ID #1000005	No	5	6.20	02/27/2008	03/03/2008	<a href="#">Click for list</a>
1000006	ID #1000006	No	6	7.44	02/26/2008	03/03/2008	<a href="#">Click for list</a>
1000007	ID #1000007	No	7	8.68	02/25/2008	03/03/2008	<a href="#">Click for list</a>
1000008	ID #1000008	No	8	9.92	02/24/2008	03/03/2008	<a href="#">Click for list</a>
1000009	ID #1000009	No	9	11.16	02/23/2008	03/03/2008	<a href="#">Click for list</a>
1000010	ID #1000010	Yes	10	12.40	02/22/2008	03/03/2008	<a href="#">Click for list</a>
1000011	ID #1000011	No	11	13.64	02/21/2008	03/03/2008	<a href="#">Click for list</a>
1000012	ID #1000012	No	12	14.88	02/20/2008	03/03/2008	<a href="#">Click for list</a>
1000013	ID #1000013	No	13	16.12	02/19/2008	03/03/2008	<a href="#">Click for list</a>
1000014	ID #1000014	No	14	17.36	02/18/2008	03/03/2008	<a href="#">Click for list</a>
1000015	ID #1000015	Yes	15	18.60	02/17/2008	03/03/2008	<a href="#">Click for list</a>
1000016	ID #1000016	No	16	19.84	02/16/2008	03/03/2008	<a href="#">Click for list</a>
1000017	ID #1000017	No	17	21.08	02/15/2008	03/03/2008	<a href="#">Click for list</a>

Generate Report Save Report to File

List of all inmate telephone accounts added during a designated period.



Screenshots will vary depending on the software version.

**List of all inmates who have made more than a specified number of calls during a specified time period-**  
**-Number of calls and time period specified by the investigator.**

# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List Inmates**

Include PINs:  through  Allowed Call-to Numbers  through

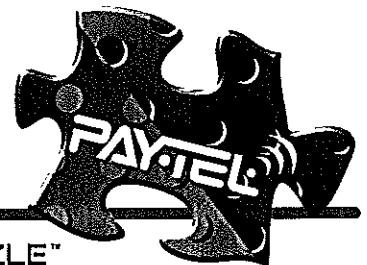
Actual Called Numbers  through  Call Dates  2/22/2008 through  3/3/2008

Include: ☐ Added ☐ Removed from:  3/3/1980 through  3/3/2008 Order results by

Include Suspended? ☒ Yes ☐ No ☐ Only Inmates With At Least  60 ☐ Calls ☒ Minutes

PIN	Description/Name	Suspended?	Total Calls	Total Charges	First Call	Last Call	Click for Allowed Numbers
1000021	ID #1000021	No	21	26.04	02/11/2008	03/03/2008	<a href="#">Click for list</a>
1000022	ID #1000022	No	22	27.28	02/10/2008	03/03/2008	<a href="#">Click for list</a>
1000023	ID #1000023	No	23	28.52	02/09/2008	03/03/2008	<a href="#">Click for list</a>
1000024	ID #1000024	No	24	29.76	02/08/2008	03/03/2008	<a href="#">Click for list</a>
1000025	ID #1000025	No	25	31.00	02/07/2008	03/03/2008	<a href="#">Click for list</a>
1000026	ID #1000026	No	26	32.24	02/06/2008	03/03/2008	<a href="#">Click for list</a>
1000027	ID #1000027	No	27	33.48	02/05/2008	03/03/2008	<a href="#">Click for list</a>
1000028	ID #1000028	No	28	34.72	02/04/2008	03/03/2008	<a href="#">Click for list</a>
1000029	ID #1000029	No	29	35.96	02/03/2008	03/03/2008	<a href="#">Click for list</a>
1000030	ID #1000030	No	30	37.20	02/02/2008	03/03/2008	<a href="#">Click for list</a>
1000031	ID #1000031	No	31	38.44	02/01/2008	03/03/2008	<a href="#">Click for list</a>

List of all inmates that have made calls totaling in excess of a specified number of minutes during a specified time period--Number of minutes and time period specified by the investigator.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY·TEL**

**List Called Numbers:**

Call Dates:  through

Called by PINs:  through

Called Numbers From:  through

Stations From:  through

Include Blocked? ☒ Yes ☐ No ☐ Only

Include Called by >1 PIN? ☒ Yes ☐ No ☐ Only

Include Allowed for >1 PIN? ☒ Yes ☐ No ☐ Only

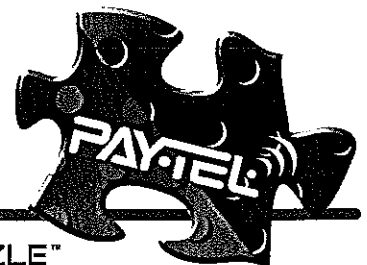
Include Alert Triggers? ☒ Yes ☐ No ☐ Only

Order results by:

Include Numbers Called >  Times

Called Number	Record?	Blocked?	Total Calls	Total Charges	First Called	Last Called	Click to List Calling PINs
7069756226	Y	Y	97	490.81	09/21/2006	03/01/2008	<a href="#">PINs</a>
7069758848	Y	Y	52	267.40	09/04/2007	12/25/2007	<a href="#">PINs</a>
7069773000	Y	Y	104	280.80	03/28/2007	05/10/2007	<a href="#">PINs</a>
7069778041	Y	Y	142	383.40	10/20/2006	02/13/2007	<a href="#">PINs</a>
7069800053	Y	Y	61	140.30	07/03/2007	03/01/2008	<a href="#">PINs</a>
7069800288	Y	Y	57	153.90	11/06/2006	05/30/2007	<a href="#">PINs</a>
7069900480	Y	Y	80	184.00	02/23/2007	05/02/2007	<a href="#">PINs</a>
7069900609	Y	Y	55	141.70	12/07/2006	09/20/2007	<a href="#">PINs</a>
7069900695	Y	Y	94	253.80	02/02/2007	03/18/2007	<a href="#">PINs</a>
7069801749	Y	Y	98	225.40	07/09/2007	03/02/2008	<a href="#">PINs</a>
7069802522	Y	Y	85	195.50	10/19/2007	11/30/2007	<a href="#">PINs</a>
7069803072	Y	Y	54	144.30	05/31/2007	07/31/2007	<a href="#">PINs</a>
7069803143	Y	Y	142	326.60	03/16/2007	01/10/2008	<a href="#">PINs</a>
7069903176	Y	Y	288	668.80	02/23/2007	09/25/2007	<a href="#">PINs</a>
7069803920	Y	Y	57	131.10	07/26/2007	01/07/2008	<a href="#">PINs</a>
7069804212	Y	Y	122	329.40	11/12/2007	01/05/2008	<a href="#">PINs</a>
7069806070	Y	Y	154	354.20	10/04/2007	02/11/2008	<a href="#">PINs</a>
7069807044	Y	Y	275	632.50	09/06/2006	12/28/2006	<a href="#">PINs</a>
7069807470	Y	Y	100	231.60	04/16/2007	10/06/2007	<a href="#">PINs</a>

List of telephone numbers called more than a specified number of times over a specified period (time period and call frequency specified by the investigator).



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List Inmates**

Include PINs:  through  Allowed Call-to Numbers  through

Actual Called Numbers  through  Call Dates  1/1/1980 through 3/3/2008

Include: ☐ Added ☒ Removed from:  1/1/1980 through  3/3/2008 Order results by

Include Suspended? ☒ Yes ☐ No ☐ Only Inmates With At Least  ☒ Calls ☐ Minutes

PIN	Description/Name	Suspended?	Total Calls	Total Charges	First Call	Last Call	Click for Allowed Numbers
1000021	ID #1000021	No	21	26.04	02/11/2008	03/03/2008	<a href="#">Click for list</a>
1000022	ID #1000022	No	22	27.28	02/10/2008	03/03/2008	<a href="#">Click for list</a>
1000023	ID #1000023	No	23	28.52	02/09/2008	03/03/2008	<a href="#">Click for list</a>
1000024	ID #1000024	No	24	29.76	02/08/2008	03/03/2008	<a href="#">Click for list</a>
1000025	ID #1000025	No	25	31.00	02/07/2008	03/03/2008	<a href="#">Click for list</a>
1000026	ID #1000026	No	26	32.24	02/06/2008	03/03/2008	<a href="#">Click for list</a>
1000027	ID #1000027	No	27	33.48	02/05/2008	03/03/2008	<a href="#">Click for list</a>
1000028	ID #1000028	No	28	34.72	02/04/2008	03/03/2008	<a href="#">Click for list</a>
1000029	ID #1000029	No	29	35.96	02/03/2008	03/03/2008	<a href="#">Click for list</a>
1000030	ID #1000030	No	30	37.20	02/02/2008	03/03/2008	<a href="#">Click for list</a>
1000031	ID #1000031	No	31	38.44	02/01/2008	03/03/2008	<a href="#">Click for list</a>

List of inmates released and removed from the inmate telephone system.



# CDR – Call Detail Reports

Screenshots will vary depending on the software version.

**Administrative Terminal**

**PAY-TEL**

**List All Calls:**

Dated From  through  Called Numbers From  through

PINs From  through  Stations From  through

Include Incomplete/Unaccepted? ☐ Yes ☒ No ☐ Only Include Free? ☐ Yes ☒ No ☐ Only Include w/ Detected 3-way? ☐ Yes ☒ No ☐ Only Include Alert Triggers? ☐ Yes ☒ No ☐ Only

Order results by

Trunk/ANI	Station/Loc	Called #	Off-Hook	Connected	Duration	TermCode	Inmate ID	Recording	AcceptDtg	Charge
9197189635	DR	3368527419	10:12:27	10:13:56	600	12	123545	Listen	3	1.03
9197189598	FEMBLOCK	3368527419	10:16:32	10:18:12	600	10	123545	Listen	3	1.03
9197189635	CL	3368527419	10:27:03	10:28:20	600	12	123545	Listen	3	1.03
9197189598	FEMBLOCK	3368527419	10:29:02	10:30:12	600	10	123545	Listen	3	1.03
9197189634	HLD1	3368527419	10:44:19	10:45:39	600	12	123545	Listen	3	1.03
9197189598	HLD1	3368527419	11:03:01	11:04:26	600	12	123545	Listen	3	1.03
9197189598	CL	3368527419	11:15:12	11:18:18	600	10	123545	Listen	3	1.03
9197189634	HLD2	3368527419	11:27:43	11:30:42	600	10	123545	Listen	3	1.03
9197189598	CL	3368527419	11:29:42	11:31:07	600	12	123545	Listen	3	1.03
9197189635	DL	3368527419	11:46:28	11:48:41	600	10	123545	Listen	3	1.03
9197189635	AR	3368527419	12:14:23	12:16:23	600	10	123545	Listen	3	1.03
9197189635	ISOB	3368527419	12:37:30	12:40:01	600	12	123545	Listen	3	1.03
9197189635	AL	3368527419	12:55:22	12:56:52	600	12	123545	Listen	3	1.03
3362432561	DBAR8	3368527419	10:47:47	10:50:26	600	10	123545	Listen	3	3.05
3362431895	LRIGHT	3368527419	10:58:34	11:00:08	600	10	123545	Listen	3	0.88
3362431895	ORIGHT	3368527419	11:37:39	11:40:33	600	10	123545	Listen	3	0.88
3362492862	N	3368527419	11:57:53	11:59:34	600	10	123545	Listen	3	0.88
3362492960	PLEFT	3368527419	11:49:21	11:50:58	600	12	123545	Listen	3	0.88
3362492937	PRIGHT	3368527419	11:53:37	11:55:19	600	12	123545	Listen	3	0.88

List of all calls made to a particular telephone number.



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DO NOT REMOVE OR MARK

**PART V INDUSTRY EXPERIENCE**

Industry Experience, Installed References, Years in Industry, Pending Laws Financial Information. (Per Addendum III – List and Detail any formal or informal complaints with any regulatory agencies against your company)

**MISSION STATEMENT**

To be the partner of choice for the provisioning of inmate telephone service to confinement facilities by designing, building and supporting the most innovative, reliable systems that meet the growing needs of law enforcement. To ensure that the citizens served by these facilities are respected by charging fair rates, and providing timely courteous customer service, while maintaining a sterling track record of regulatory compliance at the local, state and federal level.

**OFFICIAL FILE DOCUMENT  
DO NOT REMOVE OR MARK**



**EXPERIENCE****FIRST WITH INMATE PHONE SERVICE IN THE SOUTHEAST - 1989**

Pay Tel Communications, Inc. was founded by Vincent Townsend in 1986. Between 1986 and 1989, Pay Tel grew to be the largest private payphone company in North Carolina. In 1989 Pay Tel introduced "automated collect call technology" in the Southeast and inmate phone service, as we know it today was born. In 1989 Pay Tel Communications coordinated the efforts to win approval to provide inmate phone service in both North and South Carolina. Pay Tel surveyed the Sheriffs and Jail Administrators in the Carolinas to secure information on the inmate phone service needs of confinement officers. Vincent Townsend, President of Pay Tel Communications, testified in hearings before both State Utilities Commissions to win authority to provide "automatic collect call technology" to confinement facilities.

**EQUAL OPPORTUNITY EMPLOYER AND COMMUNITY INVOLVEMENT**

Pay Tel was founded in 1986 in Greensboro, NC and today employs fifty (50) people. Pay Tel has a consistent track record of equal opportunity employment with minorities and women in key roles in the company. Today 20% of Pay Tel's employees are minorities. We actively recruit military veterans with 15% of our current staff having served our country in the military. Pay Tel's President and many of our employees are actively involved in numerous church and community service organizations serving the citizens of the county in which they live.

**CLIENT RETENTION THROUGH QUALITY SERVICE**

Pay•Tel is unmatched in the industry in client retention. Our philosophy is "Promises Get Customers----Performance Keeps Them". Eighty-five percent of our clients are in their 2<sup>nd</sup> (37%), 3<sup>rd</sup> (17%), 4<sup>th</sup> (25%) or 5<sup>th</sup> (6 %) contract term.

Our performance in Knox County over our ten year history should give **KCSO** absolute assurance that:

1. We are committed to meeting your needs.
2. We have demonstrated by our actions that our response to your requests have been well ahead of any of your RFP requirements.

**RECORD OF SOUND FISCAL MANAGEMENT**

Unlike our major competitors Pay Tel has never been faced with losing our business to a lender. Nor have we been under pressure from investors to meet unrealistic expectations. In 2001, Pay Tel sold its payphone division to concentrate efforts on growing our inmate phone service business. As a totally debt free company we answer to no one except you, our clients and the families who accept and pay for the phone calls.

DO NOT REMOVE OR ALTER  
OFFICIAL FILE DOCUMENT



**COMMITMENT TO EXCEPTIONAL CUSTOMER SERVICE**

Pay•Tel has led the industry in developing programs specially designed to provide alternative billing options to the customers who receive inmate calls.

**INDUSTRY FIRST - 1991 – present**

Customer Service and Billing dedicated solely to serving Inmates and their families.

**INDUSTRY FIRST - 1991 – present**

Pay Tel offers in-house billing and prepaid calling plans.

**INDUSTRY FIRST – 1992 - present**

Direct Bill Agreement with North Carolina Local Telephone Companies.

**INDUSTRY FIRST - 2000 - present**

Customer Quality of Service Surveys to help identify how we can better serve the families that accept and pay for the calls.

**INDUSTRY FIRST - 2004 - present**

Website dedicated to educating families and friends on how inmate phone service works with an expansive Frequently Asked Questions Section.

**INDUSTRY FIRST – 2006 - present**

Spanish website launched to better serve the growing Hispanic population in the Southeast.

**COMMITMENT TO TECHNOLOGICAL DEVELOPMENT**

Pay•Tel's technological development team has worked since 1991 in the design, engineering and in-house development of all-inclusive inmate calling systems. Pay•Tel has a team of dedicated software and hardware engineers committed to an aggressive Research and Development program, creating the most advanced inmate calling system available to the confinement industry.

**INDUSTRY FIRST - 1990 – present**

Software Development for In-house client, customer and staff support

**INDUSTRY FIRST - 1991 – present**

Customer Service and billing dedicated solely to serving Inmates and their families

**INDUSTRY FIRST - 1991 – present**

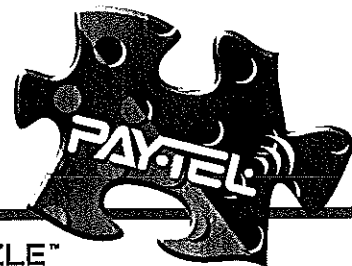
Pay Tel offers in-house billing and prepaid calling plans

**INDUSTRY FIRST - 1992 – present**

Designed, Engineered and manufactured vandal proof stainless steel inmate phone

**INDUSTRY FIRST - 2007 – present**

*Ethical 3-Way™* Call Technology



**COMMITMENT TO REGULATORY COMPLIANCE AND FAIR TREATMENT OF CUSTOMERS**

Pay•Tel has a perfect record of zero regulatory complaints and zero litigation over inmate phone service rates. Unlike our competitors, Pay•Tel has never involved a county, county sheriff, or county commissioners in costly litigation over excessive call rates or billing for calls that have not been accepted. Likewise, Pay•Tel has never caused an elected official to be politically embarrassed from negative publicity over selecting Pay•Tel as their inmate phone service provider.

**COMMITMENT TO INDUSTRY NATIONAL LEADERSHIP**

Pay•Tel through its President, Vincent Townsend, has played a significant role in protecting the availability of inmate phone service nationwide. On three occasions in 1992, 1996, and 2001, Mr. Townsend was the national coordinator of the effort to prevent the application of Billed Party Preference ("BPP") to inmate phone service. The Federal Communications Commissions plan to apply BPP to inmate calling would have allowed the called party or billed party to choose the carrier to handle the call. Under BPP, the one ITS provider per facility model with call controls would have been replaced by open network access with no call controls. Mr. Townsend was the industry spokesperson in the effort to oppose BPP at the Federal Communications Commission and in Congress. Pay•Tel was successful in getting over 600 law enforcement officials to write comments or letters opposing BPP for inmate calling. Mr. Townsend got Attorney General Janet Reno in 1996 and Attorney General John Ashcroft in 2001 plus key members of Congress to assist in convincing the FCC to not apply BPP to inmate calling.

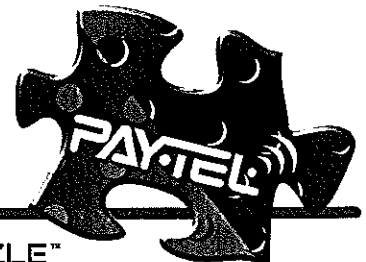
For his efforts on behalf of the industry on two occasions, Mr. Townsend, has been awarded the Public Communications Industry's highest award for Industry Achievement.

**PAY•TEL vs. COMPETITION**

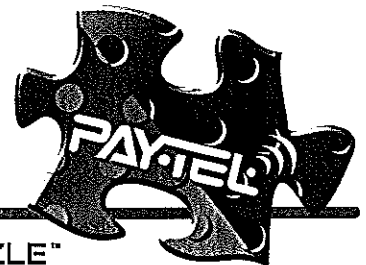
Since winning authority to provide inmate phones in 1989, Pay•Tel has grown to become the market-dominant private Inmate Phone Service Provider in the Southeast. Pay Tel's business plan, from the beginning, has been to grow systematically in the Southeast by winning contracts through competitive bids rather than through costly acquisitions of competitors. Eighty-Five (85%) percent of our clients are in their 2<sup>nd</sup> (37%), 3<sup>rd</sup> (17%), 4<sup>th</sup> (25%), or 5<sup>th</sup> (6%) contract term. Today Pay•Tel owns and operates over three thousand inmate phones serving over 174 confinement facilities in North Carolina, Tennessee, Florida, Georgia, Virginia, and South Carolina.

**Installed References:**

<b>FACILITY/CONTACT NAME ADDRESS</b>	<b>Phone Number</b>	<b>General Description of Operation</b>
Richland County Jail Director Ronaldo Myers 201 John Mark Dial Dr. Columbia, SC 29209	803-576-3200	Richland County has an ADP of 700 inmates with 55 telephones. Richland has monitoring and full channel recording so that all calls are recorded.
Wake County Detention Facility Allen Moore 3400 Hammond Road Raleigh, NC 27602	919-856-6873	Wake County has an ADP of 1764 Inmates, with 103 telephones. Wake is a LAN/WAN network with monitoring and full channel recording so that all calls are recorded.
Forsyth County Det. Ctr. Captain Donna Holmes 201 North Church St. Winston Salem, NC 27101	336-748-4213	Forsyth County has an ADP of 811 inmates with 127 telephones. Forsyth has monitoring and full channel recording so that all calls are recorded.



Chatham County Sheriff's Complex Col. McArthur Holmes 1050 Carl Griffin Dr Savannah, GA 31405	912-652-7752	Chatham County has an ADP of 1447 inmates with 128 telephones.
Roanoke City Major James Brubaker 340 Campbell Avenue Roanoke, VA 24016	540-853-1717	Roanoke City has an ADP of 711 inmates with 93 telephones. Roanoke uses PINs, monitoring and full channel recording so that all calls are recorded.



# Vincent Townsend



*Recognized leader at state and national level for the public communications industry.*

**President** – North Carolina Payphone Association  
1988- Present

**Chairman** – APCC Inmate Phone Service  
Provider's Task Force  
1992-2002

**Board Member** – American Public Communications Council  
(APCC)  
1994 - Present

**Member** – APCC Legal Committee  
1994 - Present

**Member** – APCC New Services Test Committee  
1997 - Present

**APCC Representative** - Alliance for Telecommunications  
Industry Solutions ("ATIS")  
2004 - Present

**APCC Representative** - Telecommunications Fraud Prevention  
Committee ("TFPC")  
(TFPC is a subcommittee of ATIS)  
1990 - Present

Mr. Townsend is a regular speaker at national conferences on a variety of industry issues including: inmate phone service, fraud prevention, business ethics, and industry regulatory issues.

*Recognized national authority in the public communications industry and actively involved in regulatory issues at State and National level.*

Mr. Townsend has testified on numerous occasions before State Public Service Commissions ("PSC") on behalf of the industry.

As Chairman of the APCC Inmate Phone Service Providers Task Force, Mr. Townsend was industry spokesperson with the FCC, Congress and Inmate Activist Groups.

On three occasions in 1992, 1996 and 2001, Mr. Townsend was the national coordinator of the effort to prevent the application of Billed Party Preference ("BPP") to inmate phone service. The Federal Communications Commission's plan to apply BPP to inmate calling would have allowed the called party or billed party to choose the carrier to handle the call. Under this plan, the one ITS provider per facility model with call controls would have been replaced by open network access with no call controls. Mr. Townsend was the industry spokesperson in the effort to oppose BPP at the Federal Communications Commission and Congress. Pay•Tel was successful in getting over 600 law enforcement officials to write comments or letters opposing BPP for inmate calling. Mr. Townsend was able to attain assistance from Attorney General Janet Reno in 1996 and Attorney General John Ashcroft in 2001, plus key members of Congress, in convincing the FCC to not apply BPP to inmate calling.

Mr. Townsend has also actively worked at the FCC and with various state PSCs to secure cost based rates for payphone and inmate phone lines.

*Recognized expert on fraud prevention.*

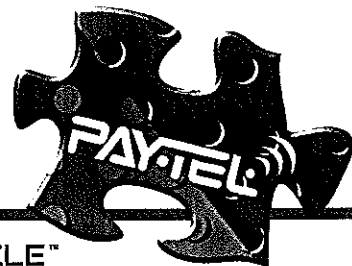
Mr. Townsend has been designated by the American Public Communications Council as the official industry representative on the Telecommunications Fraud Prevention Committee ("TFPC"), a subcommittee of ATIS. The TFPC is composed of the top fraud prevention experts from AT&T, Sprint, Verizon, British Telecom and numerous wireless carriers. Mr. Townsend has served on the TFPC since 1990 and has chaired several task forces addressing a variety of fraud issues affecting inmate phone service such as:

3-way Call Detection	Billed Party Preference
Subscription Fraud	Call Forwarding Fraud
Fraud with Local Resale	Identify Theft Fraud
Fraud with Prepaid Local Service	Payment Fraud

## Industry Achievement Awards

For his efforts on behalf of the industry, Mr. Townsend has received on two occasions, the American Public Communications Council highest award for industry achievement.

*Mr. Townsend is the Founder and President of Pay•Tel Communications, Inc., in Greensboro, North Carolina. Pay•Tel has been a leader in the public communication industry and the inmate phone service industry since 1986.*



## KEY PERSONNEL

**MIKE CREWS, CHIEF OPERATIONS OFFICER**

*MA, Business Management from Central Michigan University  
BS, Engineering Design from Appalachian State University*

Mike joined Pay•Tel the summer of 1997 after serving over twenty years with the United States Army where he achieved the rank of Colonel. His experience includes twenty years of managing and controlling hi-tech military organizations ranging in size from 120 to 1,300 employees. He has extensive experience in leadership and staff positions, with a comprehensive knowledge of their interrelationships. Mike is thoroughly skilled in managing operating policies and resources, training, and quality control. At Pay•Tel, the following departments report directly to Mike – Information Systems, Product Development, Inmate Phone Operations, and Warehouse Operations.

**JOHN TAYLOE, NATIONAL SALES AND MARKETING DIRECTOR**

*Chowan College and High Point College*

In 1996, John joined the Pay•Tel team bringing with him experience that includes over twenty years of management in customer service and sales, managing a staff in excess of 3,000 employees. He has worked extensively with State Government, Economic Development Groups, and other governmental agencies as it relates to business expansion.

John spends a great deal of his time meeting with existing, new and potential clients to analyze their needs, and works diligently to stay abreast of new technologies. Duties include educating the marketing and sales team in new technologies and trends and assisting the account executives in client support.

**WES APPLE, DIRECTOR OF NEW PRODUCT DEVELOPMENT**

*B.S., Business Administration from Elon College*

Wes has a diverse background including four years of independent software development and computer consulting and two years in public accounting. As an independent developer, Wes has designed and written critical software applications currently in use by Westinghouse Industries, Lowes Food Stores, and the University of North Carolina.

Wes' experience also includes over sixteen years in the inmate telecommunications industry designing and developing software applications ranging from call record processing and billing to customer service monitoring and client commission calculation. He has directed an in-house team of software developers in creating new technology, investigative solutions, and building and testing new systems.

**DAVID ORR – DIRECTOR OF INFORMATION SYSTEMS**

*Microsoft Certified Professional (MCP) • Microsoft Certified Systems Engineer (MCSE)*

David Orr joined Pay•Tel in 2007 as Director of Information Systems. David is responsible for Pay•Tel's internal Information Systems, Development, Quality Assurance, and Customer Support.

With more than 17 years of information systems industry experience, David has brought to Pay•Tel a breadth of IT knowledge ranging from the small organization to the enterprise, and has quickly assumed a key role in the establishment of the company's strategic direction.



**KEY PERSONNEL****AMY REEVES - CONTROLLER***BBA, University of Cincinnati*

Amy joined Pay•Tel as Assistant Controller in 1998 and was subsequently promoted to Controller. Prior to joining the company, Amy was a Division Business Manager with the Texas Department of Mental Health and Retardation.

Amy has over twenty-five (25) years experience in the area of accounting and finance, including both public and private companies in various industries, in addition to governmental agencies. Her broad range of experience working in several areas of the country provides flexibility and adaptability to company growth and changing financial environments.

Amy is responsible for guaranteeing the accuracy and timely payout of all commissions.

**JOYCE MENNITI, ASSISTANT CONTROLLER***MBA, Accounting from High Point University**BBA, Accounting from Dowling College*

Joyce has been a member of the Pay•Tel team since 2000. She had over 25 years of accounting experience with her previous employment with the News and Record as Senior Staff Accountant, in charge of financial reporting, cash management, fixed assets and billing department with a staff of three.

Joyce manages Pay•Tel's in-house collection efforts to reduce uncollectables and unbillables. With her guidance, Pay•Tel's Collections Department has created fifteen different fraud criteria that are checked real time when customer accounts are established, which has enabled Pay•Tel to maintain one of the lowest unbillable/uncollectible/chargeback rates in the industry.

**TIM SMITH, DIRECTOR OF REGULATORY AFFAIRS***MBA from High Point University**B.S.B.A., Marketing from Appalachian State University*

Prior to joining the Pay•Tel team in 2000, Tim had over eight years' experience in the financial industry with extensive background in geographic and demographic research and planning. Tim is responsible for monitoring changes in state and federal regulatory law. His duties include filing and changing of tariffs (where applicable) and maintaining the most recent regulatory requirements on federal, state, and local levels.

**MARY BETH ERICKSON, MARKETING/SALES ANALYST***A.A.S. Information Systems: Network Administration and Support, Guilford Technical Community College*

Mary has extensive experience with Marketing, Sales, Federal Regulations (Medicare), and Customer Service. Duties include the coordination of all materials and analysis for RFPs, developing sales and marketing materials, marketing and competitor research, tracking budget expenses, maintaining contact with Trade Affiliations, Trade Show coordination, and maintaining databases.



**KEY PERSONNEL****DEBBIE JONES, CUSTOMER SERVICE MANAGER**

Debbie has twenty years experience with Pay•Tel Communications, Inc. as Customer Service Manager. Her prior experience includes fifteen years as Administrative Assistant with County Government.

Debbie helped create the Industry's first Customer Service Center solely dedicated to meeting the billing needs of inmates and their families, and has consistently created additional services to assist our customers. Debbie manages Pay•Tel's in-house Prepaid and Direct Bill Accounts for customers choosing to use a local telephone company that will not bill collect calls (C-LECs and wireless carriers). She supervises an outstanding team of Customer Service Representatives (English and bi-lingual) that provide timely assistance to the rapidly growing number of customers who open accounts directly with Pay Tel.

Also, she has assisted in the development and implementation of Pay•Tel's website, Payment Hotline and Automated Phone System. Debbie is responsible for the Customer Quality of Service Surveys, wherein Pay•Tel regularly seeks input from customers on how to improve our service.

**DAWN KENNEDY, CUSTOMER SERVICE SUPERVISOR**

Dawn has over eighteen years experience with Pay•Tel Communications, Inc., most of which has been in the role of Customer Service Supervisor. She has also assisted with the design and implementation of our website, Automated Payment Hotline and Customer Automated Phone System, which applications have greatly assisted in the set-up and management of our customers' in-house accounts. Dawn's dedication and expertise has enabled Pay•Tel to continually upgrade and enhance our ability to better serve our customers.

**PHIL ELLIS, ACCOUNT EXECUTIVE**

*BS, Business Administration from Atlantic Christian College (now Barton College)*

Phil's experience is extensive including several years as a law enforcement professional performing various duties before being elected sheriff in 1974. He served as Sheriff of Edgecombe County, NC for an impressive twenty-two years prior to his retirement in 1996 and as President of the North Carolina Sheriff's Association from 1991 to 1992. Duties include marketing and client support for the inmate phone division while utilizing his experience to assist sheriffs and confinement facility administrators in creating customized inmate phone systems for their facilities.

**RANDY CHESTER, ACCOUNT EXECUTIVE**

*Honor Graduate of the Northeast Georgia Police Academy*

Randy served as Sheriff of Dawson County, GA for eleven years and Chief of Police at North Georgia College for four and half years. His experience includes President of the Georgia Sheriff's Association – 1991 to 1992; Chairman of the Appalachian Drug Task Force 1991 to 1995; Served on Governor's Statewide DUI Task Force - 1991 to 1995; Northeast Georgia Police Academy Advisory Board – 1985 to Present; and Member of the Georgia Sheriffs' Association Executive Board - 1988 to 1996. Randy's duties at Pay•Tel include marketing and client support for the inmate phone division.



**KEY PERSONNEL****CHARLIE DEAN, ACCOUNT EXECUTIVE**

*BA, Communication Studies from the University of Florida*

Charlie's experience includes several years in sales, including experience in marketing inmate phone systems. Duties include marketing and client support for the inmate phone division.

**PATRICK FOBARE, ACCOUNT EXECUTIVE**

*Attended Virginia Western Community College.*

Over 15 years prior Management experience including Service Center Management for Inmate canteen service. Responsible for the operation of service center that covered Virginia and North Carolina. Renewed contract and helped to sign new accounts. Duties include marketing and client support for the inmate phone division.

**ANDY MAXEY, ACCOUNT EXECUTIVE**

*Walter's State Community College*

Andy is from Knoxville, Tennessee and is a sworn special deputy with the Knox County Sheriffs' Office. He has been Pay•Tel's service technician and liaison for the Knox County Sheriff's Office for over eight (8) years. He has been thoroughly involved with the inmate communication process from sales, installation to inmate usage. Andy has owned his own payphone company, which has given him further knowledge in customer relations, report generation, equipment maintenance and new technology.

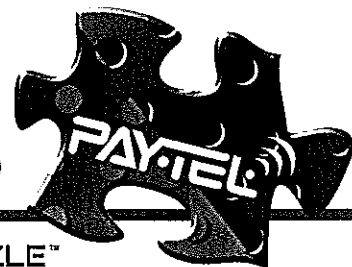
**JIM HIGGS, ACCOUNT EXECUTIVE**

Jim served as Sheriff of Montgomery County, GA for sixteen years. His experience includes President of the Georgia Sheriff's Association - 1990 to 1991, Member of the Georgia Sheriff's Retirement Board - 1991 to 1997, and Chairman of the Retirement Board - 1995 to 1996. Jim's duties at Pay•Tel include marketing and client support for the inmate phone division.

**CLIF MOORE, OPERATIONS MANAGER**

*BS, Industrial Relations from the University of North Carolina at Chapel Hill*

Clif joined Pay•Tel in June 2001. His experience includes over twenty year's service in the United States Naval Reserves, where he attained the rank of Commander. During his naval service, he was responsible for the planning and execution of numerous deployments – including Operation Desert Storm. Additionally, Clif brings over twenty years of private-sector managerial experience to his position. He works closely with the Chief Operations Officer and the Operations Specialist to manage the Company's installed base of facilities in six southeastern states. He also works closely with Company marketing and external vendors to coordinate the installation of new facilities.



**KEY PERSONNEL****RICHARD ROOD, OPERATIONS SPECIALIST**

Richard worked as a Pay•Tel technician/installer for over five years. He transferred to the Operations Specialist position in July 2001. His hands-on experience in inmate facilities and his credibility with other technicians make him a tremendous asset for the operations team. Richard assesses daily work requirements, assigns the appropriate technician, and assists him/her with advice and remote troubleshooting capability. He works directly with facility administrators and officers to coordinate modifications and enhancements to installed systems. He works directly with Inmate Sales and Marketing to provide technical advice and recommended specifications for proposed installations.

**JASON REYNOLDS, OPERATIONS SPECIALIST**

Jason joined Pay•Tel in February of 2001 as a service technician/installer. In 2006, Jason was promoted to Operations Specialist and is now working out of the North Carolina office. Before joining Pay•Tel, Jason served honorably in the United States Marine Corps where he achieved the rank of Sergeant. His duties included establishing and maintaining microwave and radio communications networks. In addition to his military service, he also has two years experience with Internet broadband installations and service.

**GIL SANDERS, CHIEF SERVICE TECHNICIAN**

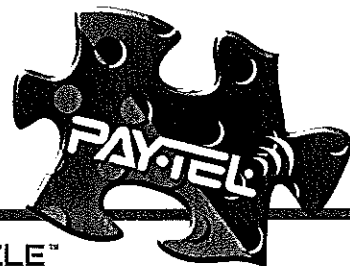
Gil has been with Pay•Tel since 1993. He is responsible for the installation, repair and improvement of Pay•Tel's inmate phone systems. This includes automated operator equipment, line concentrators, line protectors, UPS systems, all customer premise wiring, computer monitors, recording systems and inmate phone local area network systems. Gil is also responsible for technical training for jail facility staff on system operation.

Gil worked with Southern Bell as a 1st Level Supervisor for the Special Services Group for ten years. The 1st Level Supervisor is responsible for overseeing data networking, data installs, 4 wire equipment, customer premise wiring, outside central office wiring and all other external Southern Bell wiring. While at Southern Bell, Gil was also a trainer on telephony wiring. Before joining Southern Bell, Gil was a Communications Craftsman at AT&T for fourteen years. A Communications Craftsman is responsible for testing communications equipment, switches, Central Office lines and the AT&T switching centers.

Other duties included installation and repair of the general building power, internal phone lines, phone systems, etc. Gil has extensive experience in telephone wiring, computer cabling, sound systems, data links, and network installation. He has graduated from 100+ Southern Bell and AT&T training courses on various types of wiring techniques, equipment and data systems. He also holds a federal General Radio Telephone License.

**JOHN EZZELL, SERVICE TECHNICIAN/INSTALLER**

John has been with Pay•Tel Communications since July 1994 and has over seven years of inmate and pay telephone systems experience. John is well versed in all aspects of the inmate phone system and frequently assists in the installation of the systems. John is responsible for the service, repair and upgrades for over twenty confinement facilities.



**KEY PERSONNEL****ROBERT AYERS, SERVICE TECHNICIAN/INSTALLER**

Bob has been with Pay•Tel since April 1998. His responsibilities include servicing and repair of Pay•Tel's payphones and inmate phone systems. Bob has an extensive background in electronics. He has worked with TELEMEDIA, Virginia Cable Services, and R & B Cable as an installer and technician.

**DOUG MCHONE, LEAD SERVICE TECHNICIAN**

Doug has over 8 years experience in the field of telecommunications. His initial formal and hands-on training occurred as a mobile communications specialist in the US Army. After his three year tour of duty was completed, Doug continued installing, programming and troubleshooting telephone systems such as Merlin, Meridian and other AT&T phone systems, as well as Executone Integrated digital systems. Doug's field technician expertise, maturity, decision making skills and experience with a variety of computer based phone systems allowed him to quickly become a valued member of Pay Tel's Operations team.

**JOHN "JT" TWARDOWSKI, SERVICE TECHNICIAN/INSTALLER**

John joined Pay•Tel Communications in July 2001 and is responsible for the inmate telephone installation and service at select facilities. Before joining Pay•Tel, John was in the Army for 7 years in communications, microwave and tactical networks. John also has 5 years in security and law enforcement in Florida and North Carolina. His responsibilities included the installation, maintenance and trouble shooting of various telephone and cable systems. He is extremely knowledgeable about all aspects of the inmate phone system and telecommunications systems in general. John has certificates in telecommunications and computer technology.

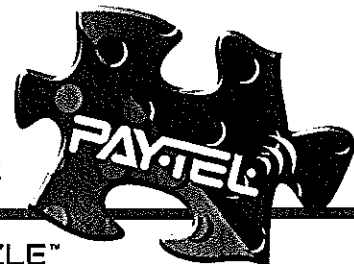
**ANDRE MOORE, SERVICE TECHNICIAN/INSTALLER**

*Tuskegee University, course study within Electrical Engineering - South Georgia Tech Institute, degree in Electronics and Communications*

Andre joined Pay•Tel Communications in April 2005 and is responsible for inmate phone system installation and service at selected facilities throughout Georgia and the Southeast. Before joining Pay•Tel, Andre was with Corrections Corporation of America for 7 years, where he was responsible for and supervised the repair and installation of telephone, computer and electrical control board systems. Andre brings an extensive background in the telecommunications industry to Pay•Tel, as well as a working knowledge of the correctional landscape in Georgia. Andre is a valuable member of Pay•Tel Communications and is the primary Inmate Service Technician for the state of Georgia.

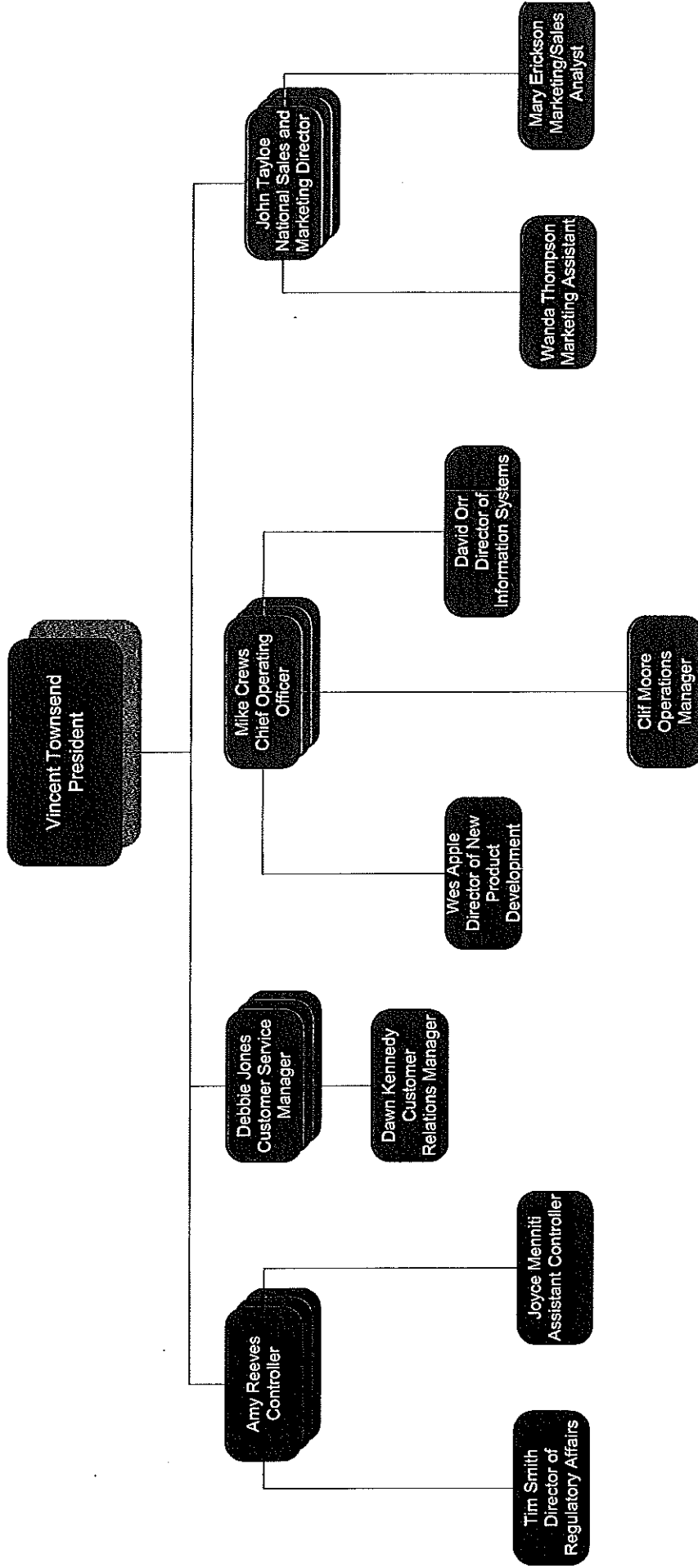
**TOMMY SWINDOL, SERVICE TECHNICIAN/INSTALLER**

Tommy joined Pay•Tel Communications in October 2006 and is responsible for inmate phone system installation and service at selected facilities throughout South Carolina, Eastern Georgia and the Southeast. With over 12 years experience in the cable and phone industry, Tommy has the requisite skills of an installer and quality control specialist, as well as a sound knowledge of payphone systems. Tommy is a valuable member of Pay•Tel Communications and is the primary Inmate Service Technician for the State of South Carolina.



# PAY TEL COMMUNICATIONS, INC.

## ORGANIZATIONAL STRUCTURE



**Pending Laws**

Pay•Tel is actively working with regulatory agencies to address the role high commissions have in raising rates on consumers. There are two initiatives in Washington right now that are focused on how to lower rates for inmate calls.

The first is an ongoing proceeding at the FCC, The Wright Petition CC Docket No. 96-128. **Pay•Tel Communications, Inc. is the only ITS provider that has filed comments advocating the FCC review of all rates: intra-state and inter-state to make sure all rates are fair and reasonable to all parties.**

The second initiative is a bill in Congress, HR-555, introduced by Congressman Bobby Rush. The objective of this bill is to lower the rates for inmate calls.

**Financial Information**

*Financial Stability*

For over twenty-two years, Pay•Tel has operated under the same management and has experienced consistent revenue growth, with financial stability. As a totally debt-free company, we answer to no one except you, our client, and the citizens who accept and pay for the phone calls.

A copy of Pay•Tel's Audited Financial Statements for 2006 – 2007 may be found in the front pocket of binder.

**Formal and Informal Complaints**

**Informal Complaints:**

**Informal Complaints:**

All Inmate Phone Service Providers will receive customer inquiries or complaints through State Public Service Commissions ("PSC"). Historically, the PSC, if they have a good relationship with the ITS provider, will call, email or fax the inquiry or complaint. When the provider promptly answers and resolves the inquiry the matter is closed.

Please find below a listing of all informal inquiries and complaints and resolutions for 1999 through 2007 in all States where Pay Tel operates. Complaints prior to 1999 were minimal and were not input to our tracking system.

**We are very proud of our track record of Regulatory Compliance and minimal complaints before the Tennessee Regulatory Authority. As noted below we have averaged only one (1) informal complaint a year in Tennessee, since 1999.**

**Please see next page**

## 2007 Pay Tel Communications, Inc. Inquiry and Complaint Summary

State/Org	Customer	Issue	Date Received	Date Resolved	Details
<b>FCC 170 Facilities 8.4 Million Calls</b>					
FCC 1	Atkinson, B	Billing	9/5/2007	10/4/2007	Thought billed twice. Proved he wasn't
FCC 2	Blake, K	Blocking	6/6/2007	7/2/2007	Customer hit call limit. Began paying in-house
FCC 3	Barfield, C	Blocking	1/31/2007	3/1/2007	Customer hit call limit. Began paying in-house
FCC 4	Farley, J	Unwanted Calls	6/6/2007	7/2/2007	Inmate called a workplace & call accepted
FCC 5	Yeager, J	Blocking	7/25/2007	8/24/2007	Customer hit call limit. Began paying in-house
<b>Florida 13 Facilities 589,644 Calls</b>					
FL-PSC 1	Donlap, Y	Refund	12/20/2006	1/12/2007	Needed written request to refund. Refund made
FL-PSC 2	Whitener, K	Blocking	7/5/2007	7/18/2007	Customer hit call limit. Opened in-house acct
<b>Georgia 57 Facilities 2.1 Million Calls</b>					
GA-PSC 1	A&J Bonding	Blocking	7/13/2007	7/16/2007	Faxed Verification. Unblocked
GA-PSC 2	Ellis, J	Blocking	12/28/2007	12/29/2007	Customer hit call limit. Opened in-house acct
GA-PSC 3	Franklin, K	Unwanted Calls	10/8/2007	10/9/2007	Unwanted inmate calls - Blocked #
GA-PSC 4	Mears, B	Blocking	8/10/2007	8/13/2007	New # didn't validate. Unblocked
GA-PSC 5	Redmon, J	Blocking	6/4/2007	7/13/2007	Payment Dispute. Began paying in-house
GA-PSC 6	Spires, S	Unwanted Calls	11/30/2007	12/3/2007	Unwanted inmate calls - Blocked #
GA-PSC 7	White, K	Blocking	10/9/2007	10/12/2007	Had privacy detect block on phone from LEC
<b>North Carolina 60 Facilities 3.1 Million Calls</b>					
NC-UC 1	Jones, S	Refund	1/29/2007	1/31/2007	Needed written request to refund. Refund made
<b>South Carolina 18 Facilities 3.1 Million Calls</b>					
SC-ORS 1	C&J Bonding	Blocking	7/13/2007	7/18/2007	Set-up on Direct Bill
SC-ORS 2	Garner, E	Blocking	5/7/2007	5/9/2007	LEC would not bill. Opened in-house account
SC-ORS 3	Greene, B	Blocking	4/17/2007	4/19/2007	Never blocked. Inmate just not calling
SC-ORS 4	Peace, K	Unwanted Calls	4/10/2007	4/12/2007	Unwanted inmate calls - Blocked #
SC-ORS 5	Rice, R	Blocking	2/7/2007	2/14/2007	Validation block. Block removed
SC-ORS 6	Riddle, L	Blocking	8/13/2007	8/13/2007	Customer hit call limit. Opened in-house acct
SC-ORS 7	Smaok, R	Blocking	6/12/2007	6/14/2007	Validation block. Block removed
<b>Tennessee 6 Facilities 359,589 Calls</b>					
TN-TRA 1	None	None	None	None	None
<b>Virginia 16 Facilities 1 Million Calls</b>					
VA-SCC 1	None	None	None	None	None



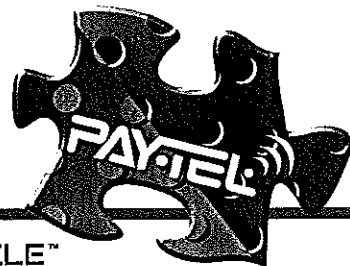
## 2006 Pay Tel Communications, Inc. Informal Complaint Summary

State/Org	Customer	Issue	Date Received	Date Resolved	Details
<b>FCC 176 Facilities 9.1 Million Calls</b>					
FCC	Englander, J	Refund	3/29/2006	4/3/2006	Needed written request to refund. Refund made.
FCC	French, G	Receiving unwanted calls	11/9/2006	12/6/2006	Blocked number as requested
FCC	Gordon, J	Blocking	2/1/2006	2/28/2006	Faxed Verification. Unblocked
FCC	Khoshtariya, G	Rates	10/6/2006	11/3/2006	Showed rates lower than AT&T standard
FCC	LaPenna, E	Rates	9/22/2006	10/13/2006	Showed rates lower than AT&T standard
FCC	McClendon, T	Rates	1/18/2006	2/16/2006	Showed rates lower than AT&T standard
FCC	Thomas, C	Refund	6/30/2006	7/26/2006	Needed written request to refund. Refund made.
<b>Florida 11 Facilities 548,071 Calls</b>					
FLPSC	Erinon Nurseries	Billing	4/13/2006	4/24/2006	Wrong Company
FLPSC	Garcia, D	Refund	3/9/2006	3/29/2006	Needed written request to refund. Refund made.
FLPSC	Hickey, D	Blocked	5/15/2006	6/5/2006	Cust stated he would not pay for calls already received
<b>Georgia 57 Facilities 2.1 Million Calls</b>					
GAPSC	Cade, J	Blocking	6/7/2006	6/14/2006	Cust hit call limit. Opened in-house acct
GAPSC	Chitwood, A	Refund	9/6/2006	9/8/2006	Needed written request to refund. Refund made.
GAPSC	Crumbley, H	Billing	11/27/2006	12/4/2006	Thought his weekly statement was a bill
GAPSC	Culwell, F	Refund	7/26/2004	8/2/2006	Needed written request to refund. Refund made.
GAPSC	Griffin, M	Refund	12/11/2006	12/18/2006	Did not receive refund. Re-issued refund
GAPSC	Harvell, B	Blocking	2/27/2006	3/8/2006	Blocked as requested
GAPSC	Mavis, A	Rates	6/19/2006	6/20/2006	Showed rates lower than AT&T standard
GAPSC	Phillips, R	Blocking	2/21/2006	2/21/2006	Cust hit call limit. Opened in-house acct
GAPSC	Poole, S	Refund	6/2/2006	6/2/2006	Needed written request to refund. Refund made.
GAPSC	Smith, D	Refund	8/2/2006	8/2/2006	Could not identify any dropped calls to refund
<b>North Carolina 68 Facilities 3.8 Million Calls</b>					
NCUC	No Complaints				
<b>South Carolina 18 facilities 1.4 Million Calls</b>					
SCORS	No Complaints				
<b>Tennessee 7 Facilities 368,393 Calls</b>					
TRA	Sharpe, J	Rates	8/29/2006	9/13/2006	Explained bill processing fee
<b>Virginia 15 Facilities 1 Million Calls</b>					
VSCC	No Complaints				



## 2005 Pay Tel Communications, Inc. Informal Complaint Summary

State/Org	Customer	Issue	Date Received	Date Resolved	Details
<b>FCC 176 Facilities 9.1 Million Calls</b>					
FCC	Coyle, J	Rates	1/5/2005	10/24/2005	Showed rates lower than AT&T standard
FCC	Daum, A	Rates	11/30/2005	12/22/2005	Showed rates lower than AT&T standard
FCC	Jackson, K	Refund	8/24/2005	9/19/2005	Needed written request to refund. Refund made.
<b>Florida 11 Facilities 548,071 Calls</b>					
FLPSC	Craine, S	Blocking	7/1/2005	7/25/2005	Cust hit call limit. Opened in-house acct
FLPSC	Hood, C	Refund	2/7/2005	2/25/2005	Needed written request to refund. Refund made.
FLPSC	Rice, J	Blocking	5/20/2005	6/13/2005	Cust hit call limit. Opened in-house acct
<b>Georgia 57 Facilities 2.1 Million Calls</b>					
GAPSC	Chambliss, D	Rates	12/23/2005	12/26/2005	Not one of our customers
GAPSC	Davidson, S	Refund	10/6/2005	10/9/2005	Not refunded. Cust claiming didn't know calls from jail
GAPSC	Evans, T	Blocking	5/25/2005	5/27/2005	Cust had privacy detect block from LEC
GAPSC	Frazier, R	Refund	2/21/2005	2/24/2005	Needed written request to refund. Refund made.
GAPSC	Hughes, D	Unwanted Calls	9/21/2005	9/21/2005	Blocked as requested
GAPSC	Mitchel, S	Refund	12/24/2004	1/7/2005	Needed written request to refund. Refund made.
GAPSC	Smith, D	Refund	2/21/2005	2/25/2005	Did not issue refund. Bill was never paid
GAPSC	Snow	Refund	5/4/2005	5/4/2005	Needed written request to refund. Refund made.
GAPSC	Story, V	Refund	11/3/2005	11/3/2005	No evidence to support a refund is owed
GAPSC	Underwood, G	Refund	6/28/2005	6/28/2005	Needed written request to refund. Refund made.
<b>North Carolina 68 Facilities 3.8 Million Calls</b>					
NCUC	No Complaints				
<b>South Carolina 18 Facilities 1.4 Million Calls</b>					
SCORS	Bing, J	Blocking	5/11/2005	5/13/2005	Account was not blocked.
SCORS	Willard,	Blocking	4/25/2005	5/4/2005	Cust hit call limit. Opened in-house acct
<b>Tennessee 7 Facilities 368,393</b>					
TRA	Jones, R	Unwanted Calls	6/3/2005	6/7/2005	Blocked as requested
<b>Virginia 15 Facilities 1 Million Calls</b>					
VSCC	No Complaints				



**2004 Pay Tel Communications, Inc. Informal Complaint Summary**

State/Org	Customer	Issue	Date Received	Date Resolved	Details
<b>FCC 176 Facilities 9.3 Million Calls</b>					
FCC	Cahoon, M	Blocking	8/25/2004	9/14/2004	Blocked number as requested
FCC	Gallant, R	Receiving unwanted calls	12/22/2004	12/30/2004	Blocked number as requested
FCC	Lopez, A	Refund	11/17/2004	12/15/2004	Cust didn't pay. Charged back by Verizon
<b>Florida 11 Facilities 529,844 Calls</b>					
FLPSC	Bryant, O	Billing	4/7/2004	4/27/2004	Proved billed correctly
<b>Georgia 58 Facilities 2 Million Calls</b>					
GAPSC	Bullock, C	Dropped Calls	2/10/2004	2/10/2004	Not one of our customers
GAPSC	Epps, T	Blocking	10/5/2004	10/7/2004	CLEC cust. Opened in-house acct
GAPSC	Hall, W	Refund	11/3/2004	11/3/2004	Needed written request to refund. Refund made.
GAPSC	Holcomb, W	Blocking	3/8/2004	3/9/2004	CLEC cust. Opened in-house acct
GAPSC	Mungin, B	Blocking	4/12/2004	4/21/2004	Removed block as requested
GAPSC	Thompson, S	Blocking	3/29/2004	3/29/2004	CLEC cust. Opened in-house acct
GAPSC	Willson, K	Refund	11/1/2004	11/1/2004	No evidence to support a refund is owed
<b>North Carolina 68 Facilities 3.9 Million Calls</b>					
NCUC	Mahoney, R	Blocking	1/9/2004	4/7/2004	Removed block as requested
<b>South Carolina 18 Facilities 1.4 Million Calls</b>					
SCORS	No Complaints				
<b>Tennessee 7 Facilities 667, 742 Calls</b>					
TRA	Turner, S	Blocking	11/9/2004	11/22/2004	CLEC cust. Opened in-house acct
<b>Virginia 14 Facilities 824, 376 Calls</b>					
VSCC	No Complaints				



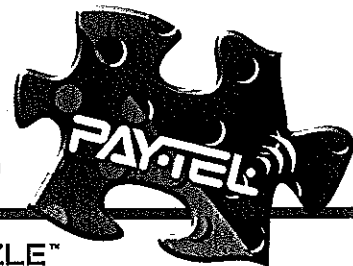
## 2003 Pay Tel Communications, Inc. Informal Complaint Summary

State/Org	Customer	Issue	Date Received	Date Resolved	Details
<b>FCC 169 Facilities 8.9 Million Calls</b>					
FCC	Itenson, A	Rates	12/3/2003	12/30/2003	Showed rates lower than AT&T standard
<b>Florida 11 Facilities 417,736 Calls</b>					
FLPSC	Johnson, J	Rates	10/2/2003	10/20/2003	Proved charging FLPSC regulated rate
FLPSC	London, D	Refund	6/9/2003	6/25/2003	Needed written request to refund. Refund made.
FLPSC	Ralph, S	Blocking	5/15/2003	6/4/2003	Cust hit call limit. Opened in-house acct
<b>Georgia 49 Facilities 1.6 Million Calls</b>					
GAPSC	Caldwell, C	Unwanted Calls	8/11/2003	8/12/2003	Blocked as requested
GAPSC	Dempsey, S	Refund	12/9/2003	12/9/2003	Not one of our customers
GAPSC	Hensley, J	Rates	1/7/2003	1/7/2003	Explained local rate is same up to 15 min.
GAPSC	Scoggins, C	Refund	3/5/2003	3/6/2003	Needed written request to refund. Refund made.
<b>North Carolina 69 Facilities 3.6 Million Calls</b>					
NCUC	No Complaints				
<b>South Carolina 17 Facilities 1.1 Million Calls</b>					
SCPSC	Collins, F	Blocking	12/13/2003	12/18/2003	Test Call proved line not blocked
<b>Tennessee 10 Facilities 1.3 Million Calls</b>					
TRA	Hodgin, M	Blocking	2/4/2003	2/14/2003	Cust hit call limit. Opened in-house acct
TRA	Jenkins, B	Blocking	1/29/2003	2/4/2003	Cust hit call limit. Opened in-house acct
<b>Virginia 13 Facilities 772, 076 Calls</b>					
VSCC	No Complaints				



## 2002 Pay Tel Communications, Inc. Informal Complaint Summary

State/Org	Customer	Issue	Date Received	Date Resolved	Details
<b>FCC 151 Facilities 8.7 Million Calls</b>					
FCC	Cherer, E	Blocking	7/31/2002	8/26/2002	Cust hit call limit. Opened in-house acct
FCC	Hatfield, P	Refund	7/10/2002	8/5/2002	Proof of Fraud. No refund given
FCC	Perera, P	Rates	6/27/2001	3/8/2002	Showed rates lower than AT&T standard
FCC	Yarborough, K	Rates	11/13/2002	12/11/2002	Showed rates lower than AT&T standard
<b>Florida 7 Facilities 252, 853 Calls</b>					
FLPSC	No Complaints				
<b>Georgia 38 Facilities 1.2 Million Calls</b>					
GAPSC	Denny, K	Refund	9/20/2002	9/23/2002	Proved that customer accepted calls. Not refunded
GAPSC	Keith, M	Blocking	9/5/2002	9/5/2002	Cust hit call limit. Opened in-house acct
GAPSC	Zellner, M	Refund	1/14/2002	1/14/2002	Proved calls accepted, so nothing to refund
<b>North Carolina 66 Facilities 3.5 Million Calls</b>					
NCUC	Wood, K	Rates	10/10/2002	11/14/2002	Proved charging NCUC regulated rate
<b>South Carolina 17 Facilities 1.2 Million Calls</b>					
SCPSC	No Complaints				
<b>Tennessee 10 Facilities 1.8 Million Calls</b>					
TRA	Hollaway, E	Refund	10/31/2002	11/4/2002	Needed written request to refund. Refund made.
<b>Virginia 13 Facilities 789, 749 Calls</b>					
VSCC	No Complaints				



## 2001 Pay Tel Communications, Inc. Informal Complaint Summary

State/Org	Customer	Issue	Date Received	Date Resolved	Details
<b>FCC 136 Facilities 6.2 Million Calls</b>					
FCC	Aiken, C	Blocking	1/3/2001	1/30/2001	Cust hit call limit. Opened in-house acct
<b>Florida 7 Facilities 113,418 Calls</b>					
FLPSC	No Complaints				
<b>Georgia 31 Facilities 485,778 Calls</b>					
GAPSC	Alferink, S	Blocking	3/6/2001	3/14/2001	Cust hit call limit. Opened in-house acct
GAPSC	McGeady, K	Refund	8/20/2001	8/20/2001	Needed written request to refund. Refund made.
<b>North Carolina 60 Facilities 2.4 Million Calls</b>					
NCUC	No Complaints				
<b>South Carolina 16 Facilities 1 Million Calls</b>					
SCPSC	Hallums, A	Blocking	3/6/2001	3/8/2001	Cust hit call limit. Opened in-house acct
<b>Tennessee 8 Facilities 1.5 Million Calls</b>					
TRA	Brown, T	Refund	3/26/2001	4/2/2001	Calls in question were never billed
<b>Virginia 14 Facilities 643,460 Million Calls</b>					
VSCC	No Complaints				

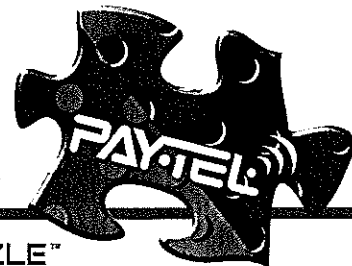


## 2000 Pay Tel Communications, Inc. Informal Complaint Summary

State/Org	Customer	Issue	Date Received	Date Resolved	Details
<b>FCC</b>					
FCC	Luft, T	Blocking & Refund	10/10/2000	11/22/2000	Blocked & Refunded as requested
<b>Florida</b>					
FLPSC	No Complaints				
<b>Georgia</b>					
GAPSC	No Complaints				
<b>North Carolina</b>					
NCUC	No Complaints				
<b>South Carolina</b>					
SCPSC	No Complaints				
<b>Virginia</b>					
VSCC	No Complaints				

## 1999 Pay Tel Communications, Inc. Informal Complaint Summary

State/Org	Customer	Issue	Date Received	Date Resolved	Details
<b>FCC</b>					
FCC	No Complaints				
<b>Florida</b>					
FLPSC	No Complaints				
<b>Georgia</b>					
GAPSC	No Complaints				
<b>North Carolina</b>					
NCUC	No Complaints				
<b>South Carolina</b>					
SCPSC	No Complaints				
<b>Tennessee</b>					
TRA	Blair, E	Blocking	7/15/1999	7/23/1999	Cust hit call limit. Opened in-house acct.
<b>Virginia</b>					
VSCC	No Complaints				



**Formal Complaints:**

**THE  
PAY TEL  
DIFFERENCE**

If a PSC receives a high number of consumer complaints and they are either of a serious nature or not resolved satisfactorily, the ITS provider will be noticed to appear before Staff, a case will be filed against the ITS provider or a formal complaint proceeding will be docketed.

Pay Tel is the **ONLY** major Inmate Phone Service provider that is not **currently** and has never been the subject of a formal complaint in any jurisdiction.

Pay Tel has never had any formal FCC complaints.



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**PART VI SCOPE OF WORK**

- 4.1 SCOPE OF WORK:** The scope of this project is to obtain an Inmate Phone System (IPS) at the Knox County Sheriffs Office Detention Facilities, hereinafter referred to as KCSO. There will be three (3) locations this contract will serve, the Work Release Center, the Detention Facility and the County Jail Downtown. The contractor shall provide all labor, supervision and materials required to install, operate and maintain all telephone communications equipment necessary for the operation of credit card, debit card and collect only telephone stations (at the specified locations) at no charge to the County.

**Pay•Tel Acknowledges and Agrees**

Pay Tel shall be responsible for providing *at no cost to the KCSO* all labor, materials and equipment necessary to furnish, install and maintain a non-cash/collect call type telephone system appropriate for inmate use.

Pay•Tel currently provides this Feature to the KCSO

- 4.1.1 All material for installation shall be brought in and the work conducted so as to avoid interference with the activities within the Detention Facilities. Every effort shall be made by the contractor to limit dust, noise and fire hazards.

**Pay•Tel Acknowledges and Agrees**

- 4.1.2 The contractor shall be responsible for all aspects of the inmate telephone system such as acquisition, installation, operations, service, training and maintenance.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

- 4.1.3 All telephone service related to the inmate telephones must be provided at the Contractor's own expense and Knox County will incur no cost for any portion of the installation, service, or training throughout the term of the contract.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

- 4.1.4 If necessary, the contractor may be required to remove all existing inmate telephone equipment currently in use at all facilities in operation.

**Pay•Tel Acknowledges and Agrees**

- 4.1.5 The successful Contractor will be required to either convert the existing phone records to the new system or maintain the existing database for a period of no less than three (3) years.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

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- 4.1.6 The successful contractor will be required to insure the integrity of those records for use in court proceedings.

**Pay•Tel Acknowledges and Agrees**

**Pay•Tel currently provides this Feature to the KCSO**

- 4.1.7 The successful contractor will provide a backup/redundant database to provide all security possible to protect the data stored.

**Pay•Tel Acknowledges and Agrees**

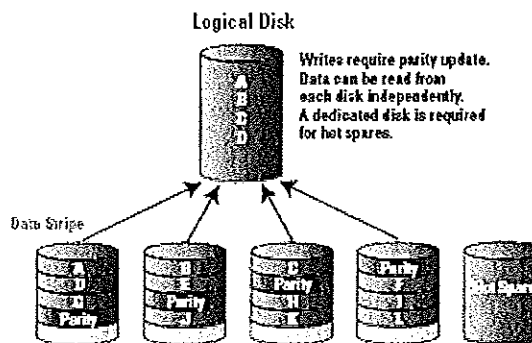
### **Proposed Backup Configuration**

#### **RAID 5 (Striping with parity)**

Uses data striping in a technique designed to provide fault-tolerant data storage, but doesn't require duplication of data like RAID 1 and RAID 1E. Data is striped across all of the drives in the array, but for each stripe through the array (one stripe unit from each disk) one stripe unit is reserved to hold parity data calculated from the other stripe units in the same stripe. Read performance is therefore very good, but there is a penalty for writes, since the parity data has to be recalculated and written along with the new data. To avoid a bottleneck, the parity data for consecutive stripes is interleaved with the data across all disks in the array.

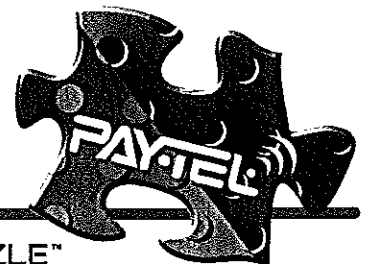
RAID 5 has been the standard in server environments requiring fault tolerance. The RAID parity requires one disk drive per RAID set, so usable capacity will always be one disk drive less than the number of available disks in the configuration of available capacity - still better than RAID 1 which only has a 50% usable capacity.

RAID 5 requires a minimum of three disks and a maximum of 16 disks to be implemented. RAID 5 usable capacity is between 67% - 94%, depending on the number of data drives in the RAID set.



This provides redundancy, security and storage for several years of CDR and recordings to be instantly accessible without the need for time consuming archive and retrieval processes.

**Pay•Tel currently provides a RAID server to the KCSO**



- 4.1.8 The successful contractor may be required to install the equipment in a temporary location until the current equipment is removed.

**Pay•Tel Acknowledges and Agrees**

- 4.1.9 The successful contractor must have a local service representative trained on the respective equipment.

**Pay•Tel Acknowledges and Agrees**

Andy Maxey, a full time Pay Tel employee residing in Knoxville, TN is in charge of the phone service at the KCSO.

**Pay•Tel currently provides this Feature to the KCSO**

- 4.1.10 The successful contractor must provide 24 hour contact information for service to the system in the event of a failure.

**Pay•Tel Acknowledges and Agrees**

Please see Part IX Any Other Information Vendor Wishes to Submit -- Service and Maintenance.

**Pay•Tel currently provides this Feature to the KCSO**

- 4.1.11 The successful contractor must have spare parts on site for phones and servers.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel has spare parts available in Knoxville.

**Pay•Tel currently provides this Feature to the KCSO**

- 4.1.12 The successful contractor must provide storage space to record all inmate phone calls and maintain them for no less than 3 years from all facilities along with reporting capabilities to provide call histories and phone number lists.

**Pay•Tel Acknowledges and Agrees**

Proposed Backup Configuration - RAID 5 (Striping with parity)

**Pay•Tel currently provides this Feature to the KCSO**

- 4.1.13 The successful contractor must provide security or the system to verify the integrity of the data stored.

**Pay•Tel Acknowledges and Agrees**

**Pay•Tel currently provides this Feature to the KCSO**

- 4.1.14 Three way call detect, word recognition, and number called alerts will all be considered in the proposal.

**Pay•Tel Acknowledges and Agrees**



**Ethical 3-Way™**

Historically, Inmate Telephone Service providers have touted various patented methods for three-way call detection with claims of 90%+ effectiveness. In reality, the higher the sensitivity is set for the detection of three-way calls, the greater the risk of disconnecting legitimate calls. The problem of disconnecting legitimate calls is currently being investigated by State Regulators. When legitimate calls are disconnected, the inmate is forced to call back and the person paying for the call is forced to pay call set up charges on a second call.

**THE  
PAY•TEL  
DIFFERENCE**

Pay•Tel is proud to lead the ITS industry with **Ethical 3-Way™** calling technology that will block unauthorized calls, and if the facility wishes, allow authorized calls. Pay•Tel's exclusive **Ethical 3-Way™** calling technology is the first and only ITS system that interacts with the called party to accurately confirm three-way calls. When a potential three-way call is detected, the call is interrupted and the called party is given the option to have the call re-connected *for no additional call set-up charges* to the number dialed by the inmate. The technology can on many occasions capture the three-way called number and provide investigators with a valuable new tool. If the facility wishes three-way calls to attorneys, for example, specific numbers can be pre-approved. We look forward to demonstrating how Pay•Tel's **Ethical 3-Way™** calling technology can better serve your facility.

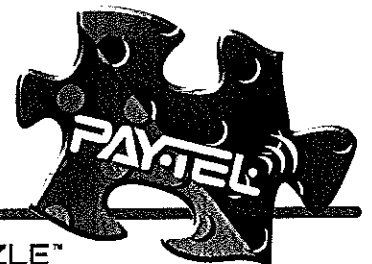
Please see the Part X: Appendices: "Pay•Tel's Philosophy and Commitment to Technology Innovation in Inmate Calling Services" for information on our Product Development Team and our Philosophy behind the development of our ITS technology and our current number of twenty patent filings.

**Pay Tel Word Recognition**

Pay Tel will offer to Knox County our Automatic Speech Recognition (ASR) system for word search. This system has a broad vocabulary and recognizes up to 1,000,000 words in a number of languages.

This software provides a complete set of simple and powerful features that provide a truly robust speech technology system. Some of the features that will be available to Knox County:

1. A new-patented speech enhancement method for improved recognition performances in noisy conditions.
2. A flexible rejection mechanism which identifies any linguistic expressions that are not acceptable within a specific domain.
3. Dialogue-flow management, which is achieved through confidence values, provided for all the N-best hypotheses returned on a sentence-by-sentence and word-by-word basis.
4. Very effective Garbage rules definition to match arbitrary spoken sequences not modeled by the grammar.
5. A sophisticated Speech Assistant Toolkit.
6. Built-in grammar library for each language.



**Pay Tel Hot Number Alerts****Type of Alerts**

1. **Interactive** - The investigators phone number is called, and an alert notification is given. They may enter a pass code and listen to the call. Pass codes can be setup per alert if needed, or use a generic pass code for all alerts.
2. **Send Voice Message** - The same as the Interactive Alert above except there is no option to listen to the call. This would be useful for a voice pager, or answering machine.
3. **Send Numeric** - The investigators phone number is called, and digits are displayed on the Hot Number that was called. This would be useful for alerting a text only pager.
4. **Log File Only** - No alerting call would be made but it would be logged in the Administrative Terminal software for further investigate by the jail staff or investigators.

Alerts may be triggered by any combination of the following:

1. **Occurrence** - For instance: Every time a call meeting the specified parameters occurs an alert would be sent, or send an alert only the 1<sup>st</sup> time it occurs, or the 2<sup>nd</sup> time it occurs etc.
2. **Inmate ID** - If the facility uses PINs, alerts can be restricted to a specific inmate.
3. **Number Dialed (BTN)** - Alerts can be restricted to the number the inmate dials.
4. **Station (Inmate telephone)** - Alerts can be restricted to the station the call is originating from.
5. **Time of Day** - Alerts can be restricted to certain hours of the day.

Note:

1. Alerts can be set to also send a network message to Administrative workstations.
2. All alerts that have been setup are visible through the Administrative software, and assigned a unique ID number.

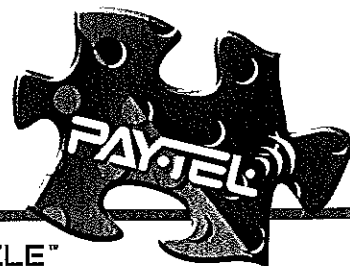
When an alert has been triggered it will be highlighted in red in the Administrative software until it has been reset. It will show the last date and time the alert was triggered, and a total count of how many times it was triggered. An alert can be selected and the Call Detail Record (CDR) for the last occurrence can be retrieved.

**Add a New Alert**

Alert Mode: **Log File Only** (dropdown menu)  
Send alert on: **Every occurrence** (dropdown menu)  
Station Called From: **ANY** (dropdown menu)  
Start Time: **00:00** (dropdown menu) End Time: **23:00** (dropdown menu)  
☐ Send Network Message

**Save** **Cancel**

[Reset Selected Alert Status](#) [Search for Selected Alert in CDR](#) [Delete Selected Alert](#)



- 4.2 **COMPENSATION:** The Contractor shall pay commissions on all Gross Revenues generated by calls placed from the inmate telephone equipment located at the facility. Gross Revenue includes, but is not limited to, all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate, and International revenues generated by completion of all Collect, Debit, and Prepaid calls from vendor's inmate telephones. KCSO shall not be liable for any of Contractor's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages. The Contractor shall not hold KCSO responsible for unbillable, uncollectible or fraudulent calls, nor shall any revenues be deducted from KCSO's commissions for such calls.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel pays commissions based on 100% gross billable revenues from all sources including LEC billed, prepaid collect and debit. We define gross billable revenues as the total of billed calls, including total billed minutes of use and all regulated operator assist surcharges with no deductions. This includes all local collect, intralata collect, interlata collect, interstate collect calls, and international revenues.

Pay•Tel shall be responsible for providing *at no cost to KCSO* all labor, materials and equipment necessary to furnish, install and maintain a non-cash/collect call type telephone system appropriate for inmate use. This includes, but not limited to, costs for taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees or liquidated damages.

Pay•Tel accepts all responsibility for unbillable, uncollectible and fraudulent calls. KCSO's commissions will not be affected by such calls.

Pay•Tel currently provides this Feature to the KCSO

- 4.3 **COMMISSION PAYMENT AND REPORTING:** The vendor shall provide commission payments and call detail reports to KCSO no later than the thirtieth (30) day of the month following the month of revenue recognition. Vendor is to provide KCSO desk-top access to call detail information to view and print reports related to calls generated from any facility and the rates charged. Information available in reports should include date range, originating number (or all), the party called and the revenue generated with that call. Call detail reports shall include a detailed breakdown of the traffic for all collect, debit and prepaid calls for each inmate phone or inmate phone station.

Call detail shall include, at a minimum, each of the following items for each inmate phone station broken down by collect, debit and prepaid call types: (a) Facility Name; (b) Facility Identification Number; (c) Facility Street Address, City, State, and Zip Code; (d) Automatic Number Identifier, or Station Number; (e) Total Gross Local Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (f) Total Gross Intralata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (g) Total Gross Interlata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (h) Total Gross Interlata/Interstate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (i) Total Gross International Revenue per Inmate Telephone or Inmate Telephone Station; (j) Commission Rate; (k) Total Commission Amount (including, but not limited to, Local, Intralata/Intrastate, Interlata/Intrastate, and Interlata/Interstate); (l) Period Dates; (m) Total Minutes of use per Inmate Phone Station for each call type; (n) Total Number of Calls per Inmate Phone Station for each call type; (o) Total Debit Usage for each call type; and (p) Total Pre-pay Usage for each call type. Please provide a sample of how the Vendor will meet this requirement. Commission discrepancies must be resolved by Contractor within thirty (30) days of receipt of notification of a discrepancy by KCSO.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO



**4.4 GENERAL REQUIREMENTS:** The Contractor shall furnish, install and maintain telephones for use by inmates at the facilities operated by KCSO. The Contractor shall provide all telephone services to the inmates utilizing the Contractor's IPS in accordance with those requirements and provisions set forth in this section.

4.4.1 The Contractor shall notify KCSO of any new software revision level upgrades within thirty (30) days of the introduction of the new software into the market by Contractor. Contractor shall upgrade the IPS with new software revisions at no cost to KCSO.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel will provide software upgrades, as they become available and new hardware as required at no cost to the KCSO. KCSO will have the option of accepting upgrades and new features and functions.

Pay•Tel currently provides this Feature to the KCSO

4.4.2 The Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, and state, county, or municipal government at no cost to KCSO. The Contractor shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.

**Pay•Tel Acknowledges and Agrees**

Tennessee Regulatory Authority

Pay Tel complies with all Tennessee Regulatory Authority rules and regulations and is certified as an Inmate Telephone Service Provider. Pay Tel is certified as a COCOT (Customer Owned Coin Operated Telephone Service) 97-1247 and given Authority to Provide Operator Services and/or Resell Telecommunications Services in Tennessee Pursuant to Rule 1220-4-2-57 since July 1, 1997. On April 2, 1998, Pay•Tel was granted the authority to institute a customer prepayment program by the Tennessee Regulatory Authority.

Federal Communications Commission Regulations

**THE  
PAY•TEL  
DIFFERENCE**

Pay Tel complies with all FCC regulations.

Section 222 of the Communications Act, 47 U.S.C. § 222, requires every telecommunications carrier to protect the confidentiality of "customer proprietary network information ("CPNI)". The FCC has extended this obligation to also cover providers of Voice-over-Internet-Protocol ("VoIP") service that is interconnected with the public network. CPNI includes personally identifiable information, derived from a customer's relationship with a carrier, including numbers called, numbers from which calls are received, and services purchased by the customer. 47 U.S.C. § 222(h)(1).

In 1998, the FCC adopted rules spelling out specific requirements for protecting the confidentiality of CPNI. The rules required that an officer of the company sign an annual statement explaining the company's CPNI protection procedures and certifying that the procedures are adequate to ensure compliance with the CPNI rules. The compliance certificate had to be retained in the company's records but did not have to be filed with the FCC.



Pay•Tel Communications, Inc. has complied with all FCC CPNI requirements and has maintained a CPNI compliance certificate annually since required in 1998.

In April 2007, the FCC amended its CPNI rules 47 C.F.R §§ 64.2001-64.2011 (2008). These rules require specific carrier procedures to be implemented to protect customer proprietary network information. Included in these rules are: "Safeguards required for use of customer proprietary network information and safeguards on the disclosure of customer proprietary network information", along with four other rules covering use of CPNI, Customer Approval, Customer Notice and Notification of Security Breaches. Carriers are now required to file their CPNI compliance certifications, signed by a company officer, annually with the FCC.

The first such certification filing was due March 3, 2008. The FCC has stated that its Enforcement Bureau is vigorously enforcing the CPNI rules, including the certification requirement.

Pay•Tel Communications, Inc. has implemented all FCC required CPNI procedures, is in full compliance with all 2008 FCC CPNI rules, and has filed the required CPNI compliance certificate signed by Pay•Tel President, Vincent Townsend with the FCC on March 3, 2008.

Annual 47 C.F.R § 64.2009 (6) CPNI Certification  
E.B. Docket No. 06-36  
Form 499 Filer ID: 802377

A copy of Pay•Tel's CPNI certification can be provided upon request.

Pay•Tel currently complies with this request by the KCSO.

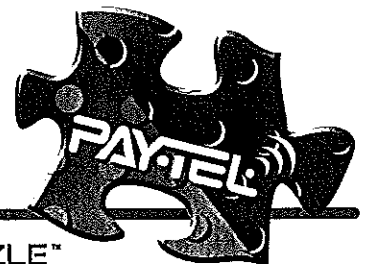
- 4.4.3 The Contractor shall not assign the contract between KCSO and Contractor to a third party without written consent from KCSO. Upon KCSO's written consent, any such purchaser, assignee, successor or delegate shall thereupon have all of the rights and responsibilities of the Contractor.

**Pay•Tel Acknowledges and Agrees**

- 4.4.4 Contractor shall protect, indemnify, defend, save and hold harmless Knox County and KCSO from and against claims arising out of acts or omissions of the Contractor in the performance of the Agreement, including, but not limited to: demands and causes of action that may arise from rates charged for telephone use, telephone service, operation, or availability, or billing or credit policy; demands and causes of action that may arise from property damage and bodily injuries received, or alleged to have been received by any person as a result of the presence in the facility of said inmate telephones; violation of any statutory or regulatory provisions pertaining to rates; failure to pay levied taxes related to the telephones or revenues generated thereof; or other activities of Contractor related to IPS performance hereunder or the conduct or any activity relating to said telephones.

KCSO must provide Contractor reasonable and timely notice in writing of such claim, demand or cause of action made or brought against KCSO. The Vendor shall have the right to defend any such claim, demand or cause of action and KCSO shall not compromise the same without consent of vendor. The Contractor agrees that KCSO shall not be liable for damage to or destruction of the inmate telephone equipment caused by inmate vandalism.

**Pay•Tel Acknowledges and Agrees**



Pay•Tel currently complies with this requirement to the KCSO.

- 4.4.5 Contractor agrees to carry and maintain insurance acceptable to Knox County, as outlined below.

**Pay•Tel Acknowledges and Agrees**

Pay Tel will carry and maintain insurance as specified by Knox County.

Pay•Tel currently complies with this requirement to the KCSO.

- 4.4.6 Contractor agrees that KCSO shall not be responsible for any liability incurred by the contractor or the Contractor's employees, agents, or assigns arising out of the performance of this RFP, except as otherwise provided in the contract.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently complies with this requirement to the KCSO.

- 4.4.7 Contractor further agrees to indemnify, defend, and hold Knox County and Knox County Sheriff's Office harmless from any and all causes of action arising from this contract. With respect to required insurance, Contractor shall:

- 4.4.7.1 Name Knox County and the Knox County Sheriff's Office as additional insured / or an insured, as IPS interest may appear.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently complies with this requirement to the KCSO.

- 4.4.7.2 Provide Knox County and the Knox County Sheriff's Office a waiver of subrogation.

**Pay•Tel Acknowledges and Agrees**

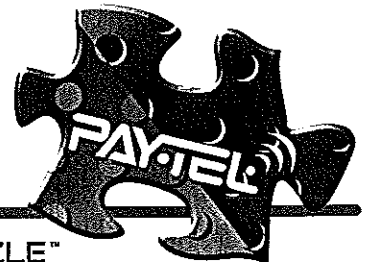
- 4.4.7.3 Provide Knox County and the Knox County Sheriff's Office with a thirty (30) day advance written notice of cancellation or material change said insurance.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently complies with this requirement to the KCSO.

- 4.5 INITIAL AND ONGOING INSTALLATIONS:** For each installation, the Contractor shall submit an installation schedule. Any initial installations must be completed within forty five (45) days of the date KCSO awards the facility(s) to the Contractor. This implementation plan will become a part of the agreement and must be followed.

**Pay•Tel Acknowledges and Agrees**



Time frame from award of contract to completed installation is approximately thirty (30) days from contract signing. Once the award is made and the contract is signed, Pay•Tel will begin building the new system for KCSO.

- 4.5.1 The Contractor agrees to obtain KCSO's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. KCSO does not anticipate that such work will be required for the initial installation of the phone system.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently complies with this requirement to the KCSO.

- 4.5.2 The Contractor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently complies with this requirement to the KCSO.

- 4.5.3 The Contractor shall provide a signed statement indicating that all circuits have been tested, and that all cables, pairs, blocks, frames, and terminals are legibly marked after completion of each installation.

**Pay•Tel Acknowledges and Agrees**

- 4.5.4 Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the facility are at the risk of the Contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this contract by the Contractor becomes KCSO's upon termination and/or expiration of the contract.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently complies with this requirement to the KCSO.

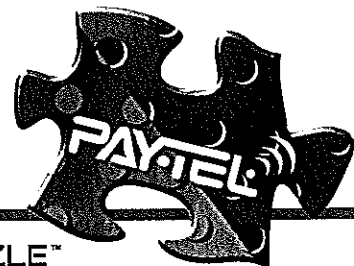
- 4.5.5 The Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable EIA/TIA wiring standards for commercial buildings.

**Pay•Tel Acknowledges and Agrees**

- 4.5.6 The Contractor shall install additional telephones and monitoring and recording equipment as needed at no cost to KCSO. This includes expansion to existing facility and a newly constructed facility. This shall be done throughout the Contract period and all subsequent renewal periods.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel Communications agrees to furnish all labor, supervision, equipment, materials, and supplies necessary to install the proposed system. This includes expansion to existing facility and a newly constructed facility. Pay•Tel assumes all responsibility for all equipment and software being installed.



Pay•Tel currently complies with this requirement to the KCSO.

- 4.5.7 The Contractor shall provide and install adequate surge and lightening protection equipment on all lines used for the IPS.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel uses the APC 750XL Smart UPS for ACP's and 620or420 XL Smart UPS for administrative workstations. They will be replaced as needed.

Pay•Tel currently complies with this requirement to the KCSO.

- 4.5.8 Installation of all telephones and related equipment shall be accomplished during normal business hours at each facility or as directed by the facility's Chief Administrator.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently complies with this requirement to the KCSO.

- 4.5.9 The Contractor shall clean up and remove all debris and packaging material resulting from work performed.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently complies with this requirement to the KCSO.

- 4.5.10 The Contractor shall restore to original condition any damage to KCSO's property caused by maintenance or installation personnel associated with the Vendor, including repairs to walls, ceilings, etc.

**Pay•Tel Acknowledges and Agrees**

- 4.5.11 The Contractor agrees to install, repair and maintain all vendor provided equipment and lines at no cost to KCSO. Vendor provided equipment, installation, maintenance and repair costs as well as all costs or losses due to inmate vandalism shall be the total responsibility of the Contractor. Contractor will not be responsible for damages caused by KCSO employees.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel shall be responsible for providing at no cost to the KCSO all labor, materials and equipment necessary to furnish, install and maintain a non-cash/collect call type telephone system appropriate for inmate use. Pay•Tel assumes all costs or losses due to inmate vandalism.

Pay•Tel currently complies with this requirement to the KCSO.

- 4.5.12 Upon completion of initial installation and ongoing installations, Contractor must provide KCSO with a list of telephone numbers, serial numbers, and locations of each unit.

**Pay•Tel Acknowledges and Agrees**



Pay•Tel currently complies with this requirement to the KCSO.

- 4.5.13 Contractor must indicate the physical size of any controlling equipment, if any, to be installed at KCSO and where installation is recommended.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel's proposed Inmate Telephone System: dimensions: Height: 7.0 inches (178 mm); Width: 17.2 inches (434 mm); Depth: 25.5 inches (648 mm); Gross Weight: 65.5 lbs (29.71 kg)

- 4.5.14 Contractor must indicate any environmental conditions required for the proposed equipment.

**Pay•Tel Acknowledges and Agrees**

Environment Operating temperature of the proposed Inmate Telephone System: 10° to 35°C; 50° to 95°F; non-operating temperature: -40° to +70°C; -40° to 158° F; humidity: 8 - 90% non-condensing; non-operating humidity: 5 - 95% non-condensing

**4.6 STATION EQUIPMENT SPECIFICATIONS:**

- 4.6.1 The IPS shall provide that all operational features and system requirements provided must be applicable to all calls placed through the system, including local and long distance calling.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

- 4.6.2 Each call, having been identified as being placed through the Contractor's IPS, shall be delivered to the called party as a collect call, or a debit call, if the debit application is in effect and chosen as the means to place the call.

**Pay•Tel Acknowledges and Agrees**

- 4.6.3 There shall be two stations located in the holding cell / booking area of KCSO. The stations shall allow two (2) free calls per inmate at the time of booking.

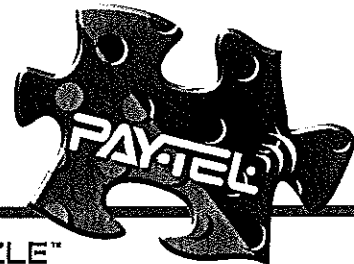
**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

- 4.6.4 Telephone station equipment shall be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location.

**Pay•Tel Acknowledges and Agrees**

The phone in the cell/pod is line powered, thereby eliminating the need for electrical power to be used in the cell/pod.



Pay•Tel currently provides this Feature to the KCSO

- 4.6.5 The IPS shall comply with all Federal Communication and/or Utility Commissions regulations. The IPS and phone stations shall be sturdy, non-coin, vandal resistant and steel armored composed of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently complies with this requirement to the KCSO.

- 4.6.6 The Contractor shall provide a sufficient number of telephone lines to the IPS to prevent inmates from receiving busy signals more than 5% of the time.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel runs a monthly Line Utilization Report, to verify that there are sufficient lines. The Line Utilization Report shows the number of calls placed on each line, the number of calls completed, peak utilization percentage, hours at peak utilization and average utilization. Pay•Tel also runs a Phone Utilization Report and a Time of Day Utilization Report to make sure we have an adequate number of phones at peak call times during the day. Pay•Tel will always maintain sufficient lines and telephones to maximize calling availability and avoid busy signals.

Pay•Tel currently provides this Feature to the KCSO

- 4.6.7 The Contractor shall provide telephone reception quality at least equal to the toll quality offered to the general public and shall meet telecommunication industry standards for service quality. A minimum of twenty (20%) percent of the telephone sets must be of the "amplified" or volume controlled sort. The Contractor shall accept KCSO's decision regarding whether the reception quality meets industry quality standards.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

- 4.6.8 A call acceptance by the called party shall be accomplished for all collect, debit, and pre-pay calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The IPS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular phones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel's telephony systems have always required a positive call acceptance via DTMF digits that must be pressed on the called party's handset. This applies for all types of calls originating from confinement facilities, whether they are collect, prepaid, free or debit.

After the call recipient has heard the announcement advising them they have a call from an inmate they are asked to press a digit if they will accept the call. If the recipient fails to press the digit, or if they hang up the phone, the ITS system disconnects the call and advises the inmate that the call could not be completed at this time.



Pay•Tel currently provides this Feature to the KCSO

- 4.6.9 The IPS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone should be activated to prevent fraud. Vendor must assume all responsibility for fraud.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel's inmate telephone system shall monitor the switch hook of the inmate telephones, and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone will be activated to prevent secondary dial tone fraud. Pay•Tel accepts all responsibility for fraud.

Pay•Tel currently provides this Feature to the KCSO

- 4.6.10 During the call set up process, the IPS shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate at a specific facility. All collect calls must be clearly identified as a collect call to the called party. This recording must be heard by the called party, and be free of any toll charges. The announcement shall include: "This call may be recorded." Contractor must indicate how much time is allowed for the inmate to record his/her name when placing a call and how many times the system will play the message to the called party prior to termination.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel provides Call Branding which allows the facility to customize the outgoing message the called party hears when they answer the telephone. All calls from the Inmate are processed as a collect call, prepaid collect or debit calls with the called party informed that the call is from the Detention Center, who the inmate is placing the call and the ability to block the call and all future calls or to positively accept the call. The inmate is given five (5) seconds to record their name and may press 2 to rerecord their name before the call goes out. This option is for each individual call or for the first call made by the inmate. The called party may listen to the prompts again by pressing 9 on their keypad. The facility can determine how many times the system will play the message to the called party prior to termination.

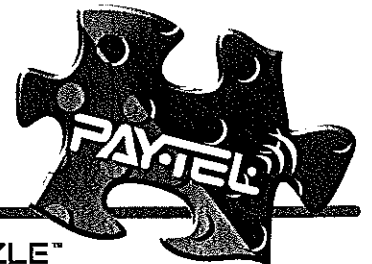
To maintain compliance with the Tennessee Regulatory Authority regulations when you chose to play a random message it is imperative that the time for these messages does not reduce the authorized talk time and is not included in the billed time to the called party.

Pay•Tel currently provides this Feature to the KCSO

- 4.6.11 The IPS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. The called party must also be able to select the preferred language for call prompts. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone.

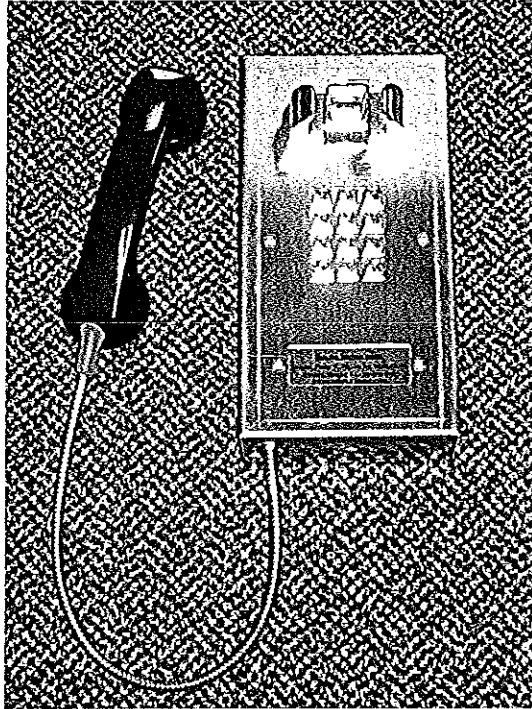
**Pay•Tel Acknowledges and Agrees**

Written instructions are available in English and Spanish. Also, dialing instructions are in English and Spanish when the Inmate picks up the phone to make a call. When the inmate picks up the phone, he/she will be prompted to press "1" for English and "2" for Spanish. Additional languages are available at the request of the facility.



**THE  
PAY•TEL  
DIFFERENCE**

In response to the constantly expanding Hispanic population in the southeast, Pay Tel was the first in the nation, in 2006, to introduce a Spanish website.



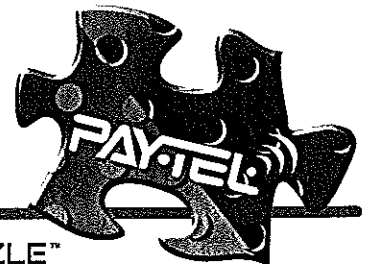
Pay•Tel currently provides this Feature to the KCSO

- 4.6.12 The Contractor shall subscribe to the Local Exchange Carrier Line Information Screening Data Base (LIDB). The Contractor shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS). The vendor must assume all responsibilities for the cost and the accuracy of validation.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel's proposed phone system validates each call **real-time**, using a multi-tiered process beginning with a query to Telecordia Technologies, Inc. Routing Administration TPM™ Data Source to identify wireless phone numbers. We then perform real-time LIDB lookups to determine if a customer is eligible to receive collect calls that may be billed through their local phone company. The remaining numbers are checked for available funds on customer in-house prepaid account or direct billed accounts.

In the event a customer's local telephone provider will not provide collect call billing (C-LEC or wireless carrier), and if they do not have a prepaid account already established, the validation system signals the Inmate Telephone System that a one-time-only, free call of limited duration should be completed to the



customer to allow the inmate initial contact with the called party, and an opportunity for Pay•Tel to explain billing options for future calls.

On subsequent attempts to call this number, the call will not be placed if billing arrangements have not been made with Pay•Tel.

Because each call is validated & checked in **real-time** for available funds, we do not use "blocking", per se. Instead, the account is checked on each call attempt and may receive calls immediately once an account is opened and a payment has posted to the customer's account.

With the Pay•Tel ITS system being proposed to Knox County, payments made by customers will be posted to their accounts – **real time**.

Checks and money orders are posted by 1:00 pm the day they are received.

Pay•Tel currently provides this Feature to the KCSO

4.6.13 The IPS shall have the capability to provide free calling to selected local numbers as determined by KCSO.

**Pay•Tel Acknowledges and Agrees**

KCSO will continue to provide Pay•Tel with the local numbers that they have determined to be allowed free calls.

Pay•Tel currently provides this Feature to the KCSO

4.6.14 Contractor shall provide the FCC registration number of the interface that connects your system with the local exchange and/or IXC network.

**Pay•Tel Acknowledges and Agrees**

Regulatory Approval FCC part 15 Sub part A; CE; UL/cUL; VCCI

Pay•Tel will provide this number when the proposed system is installed.

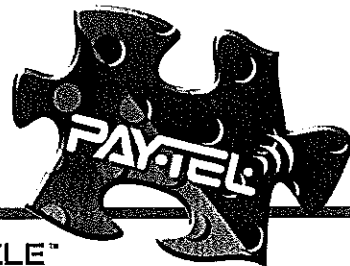
4.6.15 Contractor shall provide watched number alert and monitoring along with file and case logging.

Pay•Tel Acknowledges and Agrees

**Pay•Tel Hot Number Alerts**

**Type of Alerts**

1. **Interactive** - The investigators phone number is called, and an alert notification is given. They may enter a pass code and listen to the call. Pass codes can be setup per alert if needed, or use a generic pass code for all alerts.
2. **Send Voice Message** – The same as the Interactive Alert above except there is no option to listen to the call. This would be useful for a voice pager, or answering machine.
3. **Send Numeric** - The investigators phone number is called, and digits are displayed on the Hot Number that was called. This would be useful for alerting a text only pager.



4. **Log File Only** – No alerting call would be made but it would be logged in the Administrative Terminal software for further investigate by the jail staff or investigators.

Alerts may be triggered by any combination of the following:

1. **Occurrence** – For instance: Every time a call meeting the specified parameters occurs an alert would be sent, or send an alert only the 1<sup>st</sup> time it occurs, or the 2<sup>nd</sup> time it occurs etc.
2. **Inmate ID** – If the facility uses PINs, alerts can be restricted to a specific inmate.
3. **Number Dialed (BTN)** – Alerts can be restricted to the number the inmate dials.
4. **Station (Inmate telephone)** – Alerts can be restricted to the station the call is originating from.
5. **Time of Day** – Alerts can be restricted to certain hours of the day.

Note:

1. Alerts can be set to also send a network message to Administrative workstations.
2. All alerts that have been setup are visible through the Administrative software, and assigned a unique ID number.

When an alert has been triggered it will be highlighted in red in the Administrative software until it has been reset. It will show the last date and time the alert was triggered, and a total count of how many times it was triggered. An alert can be selected and the Call Detail Record (CDR) for the last occurrence can be retrieved.

Pay•Tel currently provides this Feature to the KCSO

- 4.6.16 Contractor must indicate how calls to rotary phones are handled to ensure completion of all calls.

#### Pay•Tel Acknowledges and Agrees

In today's world of technology there are not many rotary phones in existence. Pay•Tel will work with the facility if the completion of calls from rotary phones becomes an issue.

With the Pay•Tel ITS System, a dial pulse detection (Rotary Phones, Pulse Dial Phones) algorithm is available as a software option. At the Authorities request, Pay•Tel will install this software option to handle calls to rotary telephones.



4.6.17 The IPS shall, upon request by KCSO, provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring and billing purposes:

#### Pay•Tel Acknowledges and Agrees

Pay•Tel currently provides this Feature to the KCSO

4.6.17.1 Monitoring reports that can be provided or sorted by any or all of the following criteria:

- i. Daily statistical reports;
- ii. Facility name;
- iii. Originating number;
- iv. Terminating number;
- v. Date of call;
- vi. Time of day;
- vii. Length of call; and
- viii. Type of call
- ix. PIN number
- x. Frequently called numbers
- xi. Common numbers called (for all numbers called by more than one inmate)

#### Pay•Tel Acknowledges and Agrees

Call Detail Reports may be printed or exported to Excel for analysis.

Pay•Tel currently provides this Feature to the KCSO

Blocks	CDR	Stations	Inmate	Alerts	Users	Sites	Rates	Ports	Config	Tools	Log Off	
Start Date	End Date	To Number	Inmate Id	Stations	Order	Duration	Search					
08/30/2005	08/30/2005			All (Click to Select)	<input type="checkbox"/>	<input checked="" type="checkbox"/> Only						

↑

Date parameters for search.

↑

Searches by inmate PIN number, if activated.

↑

'Order' places the report in the order you select.

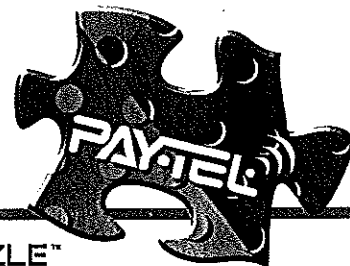
'To Number' searches for calls that have been made to that number, from the jail.

This option will let you search all phones or all the way down to one phone. The default is all stations but just click it and highlight the phones that you want to search. Hold the control key to select more than one.

Once all the parameters are selected, click on search to see the results

Select "Printer" or "Create XLS"

Report	Printer <input checked="" type="checkbox"/>	Create XLS <input type="checkbox"/>	Results... Select All <input type="checkbox"/>	Play Recordings
--------	---	-------------------------------------	---	-----------------



4.6.17.2 Billing reports that can be provided or sorted by any or all of the following criteria:

- i. Call detail report;
- ii. Amount charged per call;
- iii. Gross revenue;
- iv. Daily statistics;
- v. Monthly statistics;
- vi. Called party/number accepting report;
- vii. Fraud/velocity report;
- viii. Separate facility totals and statistics;
- ix. All facility totals and statistics;
- x. Total calls;
- xi. Calls by date;
- xii. Time of day; and
- xiii. Length of a call.

**Pay•Tel Acknowledges and Agrees**

Call Detail Reports may be printed or exported to Excel for analysis

**Pay•Tel currently provides this Feature to the KCSO**

4.6.18 The IPS shall also provide the ability to customize reports in a form mutually agreed upon by KCSO and IPS designated agent and vendor at no additional cost to KCSO.

**Pay•Tel Acknowledges and Agrees**

Call Detail Reports may be printed or exported to Excel for analysis

**Pay•Tel currently provides this Feature to the KCSO**

4.6.19 The IPS shall store all call detail records, including all attempts and completed calls at the facility for a minimum period of three (3) years. KCSO shall have access to all call detail records and recordings from all network stations.

**Pay•Tel Acknowledges and Agrees**

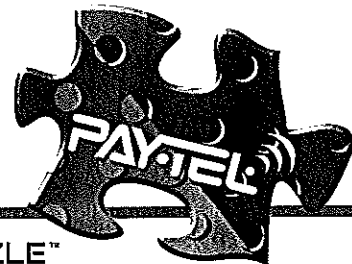
Each of our systems includes a minimum of a 2TB (terabyte) disk array of hot-swappable RAID level 5 storage space. This provides redundancy, security and storage for several years of CDR & recordings to be instantly accessible, without the need for time-consuming archival & retrieval processes.

**Pay•Tel currently provides this Feature to the KCSO**

4.6.20 The Contractor shall have the ability to perform remote diagnostics to the IPS to determine if a problem is with the telephone unit or with the telephone line.

**Pay•Tel Acknowledges and Agrees**

**Pay•Tel currently provides this Feature to the KCSO**



- 4.6.21 The IPS shall be TCP/IP compatible and allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.

**Pay•Tel Acknowledges and Agrees**

In order to have access to the administrative software for the ITS system, facility staff will need a username and password. The administrator or appropriate personnel at the jail will assign usernames and passwords to facility staff. Each user will be assigned specific rights and permissions to access the administrative software. Multiple users may be logged in at the same time and users will only have the ability to perform tasks as set by their rights and permissions. A log is kept of users that access the administrative software so the Facility Administration may monitor the activity of each user.

Pay•Tel currently provides this Feature to the KCSO

- 4.6.22 The Contractor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD). A minimum of one (1) TDD telephone shall be in operation at the facility and shall be compatible with the IPS.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

- 4.6.23 The IPS must offer the called party an option to receive a rate quote during the call set-up process.

**Pay•Tel Acknowledges and Agrees**

As part of the pre-recorded greeting, the called party can press an assigned digit to get a rate quote before accepting the call and incurring any expense.

Pay•Tel currently provides this Feature to the KCSO

**4.7 SECURITY FEATURES:**

- 4.7.1 The IPS shall prohibit direct-dialed calls of any type.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

- 4.7.2 The IPS shall prohibit access to "411" information service.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel has built into the system a block number chart that will block all NII calls. For example: 911 and 411 directory assistance.



- 4.7.3 Pay•Tel currently provides this Feature to the KCSO  
The IPS shall prohibit access to 800 and 900 type services.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel has built into the system a block number chart that will block all calls to 0, 00, 800, 888, and 900 numbers as well as any other designated numbers required by the facility. The block number chart may be modified either on-site via the administrative terminal, facility web access, or remotely from Pay•Tel's operations center.

Pay•Tel currently provides this Feature to the KCSO

- 4.7.4 The IPS shall prohibit access to multiple long distance carriers via 950, 800, etc., numbers.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel has built into the system a block number chart that will block all calls to multiple long distance carriers, 950, 800, etc as well as any other designated numbers required by the facility. The block number chart may be modified either on-site via the administrative terminal, facility web access, or remotely from Pay•Tel's operations center.

Pay•Tel currently provides this Feature to the KCSO

- 4.7.5 The IPS must be able to be shutdown quickly and selectively. KCSO must be able to shutdown the IPS by cut-off switches at several locations including, but not limited to:

**Pay•Tel Acknowledges and Agrees**

Pay•Tel's inmate phone system may be programmed to automatically turn the system off and on at pre-set times. The facility can utilize the manual cut-off switch panel to shut off the phones. The administrative terminal also allows facility administrators to turn individual phones on and off, as well as allowing for total system shut-off.

Pay•Tel currently provides this Feature to the KCSO

- 4.7.5.1 At demarcation location - total facility telephones;

**Pay•Tel Acknowledges and Agrees**

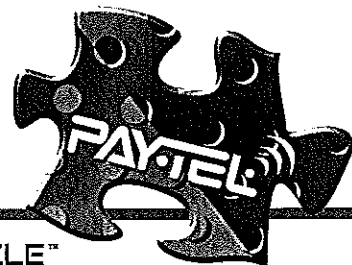
- 4.7.5.2 By central control center - select telephones; and,

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

- 4.7.5.3 By select housing IPS - control center.

**Pay•Tel Acknowledges and Agrees**



Pay•Tel currently provides this Feature to the KCSO

- 4.7.6 The IPS shall be able to take an individual station out of service without affecting other stations or phone.

**Pay•Tel Acknowledges and Agrees**

The administrative terminal (workstation) allows facility administrators to turn individual phones on and off, as well as allowing for total system shut-off.

Pay•Tel currently provides this Feature to the KCSO

- 4.7.7 The IPS shall prevent any inmate telephone from receiving any incoming calls. The vendor agrees that no inmate telephone shall be capable of receiving an incoming call and the vendor shall work with the local exchange carriers (LECs) to ensure such control.

**Pay•Tel Acknowledges and Agrees**

No incoming calls are allowed to reach the inmate phones and no "intercom" connections are possible between inmates. The lines installed are outbound calls only in addition to our equipment restricting incoming calls.

Pay•Tel currently provides this Feature to the KCSO

- 4.7.8 The IPS, upon detection of a three way call (call forwarding and conference calls, etc.), shall have the capability to terminate the call immediately.

**Pay•Tel Acknowledges and Agrees**

**Ethical 3-Way™**

Historically, Inmate Telephone Service providers have touted various patented methods for three-way call detection with claims of 90%+ effectiveness. In reality, the higher the sensitivity is set for the detection of three-way calls, the greater the risk of disconnecting legitimate calls. The problem of disconnecting legitimate calls is currently being investigated by State Regulators. When legitimate calls are disconnected, the inmate is forced to call back and the person paying for the call is forced to pay call set up charges on a second call.

**THE  
PAY•TEL  
DIFFERENCE**

Pay•Tel is proud to lead the ITS industry with **Ethical 3-Way™** calling technology that will block unauthorized calls, and if the facility wishes, allow authorized calls.

Pay•Tel's exclusive **Ethical 3-Way™** calling technology is the first and only ITS system that interacts with the called party to accurately confirm three-way calls. When a potential three-way call is detected, the call is interrupted and the called party is given

the option to have the call re-connected *for no additional call set-up charges* to the number dialed by the inmate. The technology can on many occasions capture the three-way called number and provide investigators with a valuable new tool. If the facility wishes three-way calls to attorneys, for example, specific numbers can be pre-approved. We look forward to demonstrating how Pay Tel's **Ethical 3-Way™** calling technology can better serve your facility.



Please see the Part X: Appendices: "Pay•Tel's Philosophy and Commitment to Technology Innovation in Inmate Calling Services" for information on our Product Development Team and our Philosophy behind the development of our ITS technology and our current number of twenty patent filings.

**Call Forwarding and Conference Calls, etc..**

Call Forwarding is a feature available through most local exchange companies ("LECs") that allows a customer to enable a LEC central office feature prior to a call that will forward all calls to a pre-determined number that is entered after the customer presses 72# (in AT&T service areas) on the key pad.

This information is stored today in the LEC Signal System 7 ("SS7") telephony signaling protocol that indicates which numbers have Remote Call Forwarding enabled at each LEC end office.

To have this information available to any ITS provider, every LEC must provision this service in the thousands of LEC end offices throughout the country.

Transaction Network Services ("TNS"), a national Line Information Data Base (LIDB) validation provider, to Pay•Tel and other major ITS providers, has been working for over two years to move this project ahead. In preparing our response to this question, Pay•Tel spoke with Anthony DiCola with TNS.

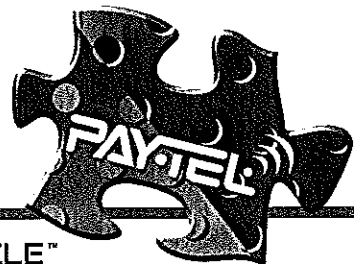
Mr. DiCola indicated some progress has been made; however, a timely wide-spread deployment was unlikely because it depends on the cooperation and effort of hundreds of telephone companies.

Pay•Tel is actively pursuing two different options to identify Call Forwarding; one is technology based, the second option is to work with the local telephone company in the service area of the confinement facility.

**4.7.9 The IPS shall have the ability of answer detection.**

**Pay•Tel Acknowledges and Agrees**

- Busy tone detection Default setting designed to detect 74 out of 76 unique busy/congestion tones used in 97
- Countries as specified by ITU-T Rec. E., Suppl. #2
- Default uses both frequency and cadence detection
- Application can select frequency only for faster detection in specific environments
- Ring back detection Default setting designed to detect 83 out of 87 unique ring back tones used in 96 countries
- As specified by ITU-T Rec. E., Suppl. #2
- Uses both frequency and cadence detection
- Positive voice detection accuracy >99% based on tests on a database of real world calls in North America
- Performance in other markets may vary
- Positive voice detection speed Detects voice in as little as 1/10th of a second
- Positive answering machine detection >85% based on application and environment accuracy
- Fax/modem detection Pre-programmed
- Intercept detection Detects entire sequence of the North American tri-tone



- Other intercept tones sequences can be programmed

**Pay•Tel currently provides this Feature to the KCSO**

**4.7.10 The IPS shall incorporate keyword search technology.**

**Pay•Tel Acknowledges and Agrees**

Pay Tel will offer to Knox County our Automatic Speech Recognition (ASR) system for word search. This system has a broad vocabulary and recognizes up to 1,000,000 words in a number of languages.

This software provides a complete set of simple and powerful features that provide a truly robust speech technology system. Some of the features that will be available to Knox County:

1. A new-patented speech enhancement method for improved recognition performances in noisy conditions.
2. A flexible rejection mechanism which identifies any linguistic expressions that are not acceptable within a specific domain.
3. Dialogue-flow management, which is achieved through confidence values, provided for all the N-best hypotheses returned on a sentence-by-sentence and word-by-word basis.
4. Very effective Garbage rules definition to match arbitrary spoken sequences not modeled by the grammar.
5. A sophisticated Speech Assistant Toolkit.
6. Built-in grammar library for each language.

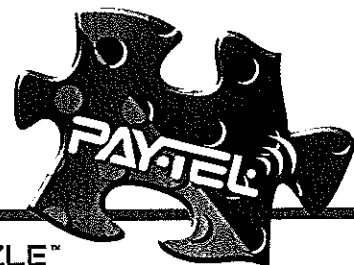
**4.7.11 The IPS shall be capable of denying certain telephone numbers from inmate dialing and providing a "watched number notification".**

**Pay•Tel Acknowledges and Agrees**

**Pay•Tel Hot Number Alerts**

**Type of Alerts**

1. **Interactive** - The investigators phone number is called, and an alert notification is given. They may enter a pass code and listen to the call. Pass codes can be setup per alert if needed, or use a generic pass code for all alerts.
2. **Send Voice Message** – The same as the Interactive Alert above except there is no option to listen to the call. This would be useful for a voice pager, or answering machine.
3. **Send Numeric** - The investigators phone number is called, and digits are displayed on the Hot Number that was called. This would be useful for alerting a text only pager.



4. **Log File Only** – No alerting call would be made but it would be logged in the Administrative Terminal software for further investigate by the jail staff or investigators.

Alerts may be triggered by any combination of the following:

1. **Occurrence** – For instance: Every time a call meeting the specified parameters occurs an alert would be sent, or send an alert only the 1<sup>st</sup> time it occurs, or the 2<sup>nd</sup> time it occurs etc.
2. **Inmate ID** – If the facility uses PINs, alerts can be restricted to a specific inmate.
3. **Number Dialed (BTN)** – Alerts can be restricted to the number the inmate dials.
4. **Station (Inmate telephone)** – Alerts can be restricted to the station the call is originating from.
5. **Time of Day** – Alerts can be restricted to certain hours of the day.

Note:

1. Alerts can be set to also send a network message to Administrative workstations.
2. All alerts that have been setup are visible through the Administrative software, and assigned a unique ID number.

When an alert has been triggered it will be highlighted in red in the Administrative software until it has been reset. It will show the last date and time the alert was triggered, and a total count of how many times it was triggered. An alert can be selected and the Call Detail Record (CDR) for the last occurrence can be retrieved.

**Add a New Alert**

Alert Mode: [Log File Only] (dropdown menu)  
Send alert on: [Every occurrence] (dropdown menu)  
Station Called From: [ANY] (dropdown menu)  
Start Time: [00:00] (dropdown menu) End Time: [23:00] (dropdown menu)  
☐ Send Network Message

[Save] [Cancel] [Delete Selected Alert]

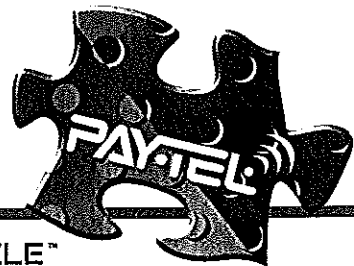
[Reset Selected Alert Status] [Search for Selected Alert in CDR] [Delete Selected Alert]

Pay•Tel currently provides this Feature to the KCSO

- 4.7.12 The inmate's call shall be muted until the called party has positively accepted the collect, debit or prepay call.

#### Pay•Tel Acknowledges and Agrees

The inmate can hear the progress of the call so they may be aware if the call is not answered or gets a busy signal. The moment the call is answered the call path is muted and the inmate can not hear the called party. Once the called party positively accepts the call the call path is opened.

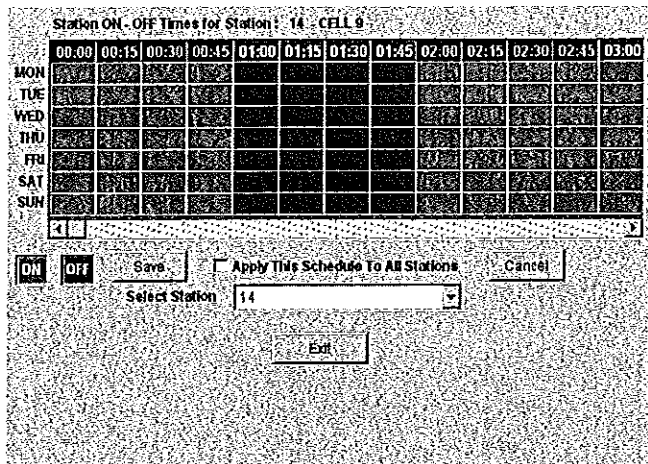


Pay•Tel currently provides this Feature to the KCSO

- 4.7.13 The IPS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes per inmate, per month.

**Pay•Tel Acknowledges and Agrees**

The inmate phone system allows for adjustable call duration set-up times. With the use of PINs, the maximum number of minutes per inmate, per month, can be limited.



The screen shows a 24 hour day starting at midnight with the 7 days of the week on the left. Anytime the blocks are green the phone(s) are on and when they are red they are shut off for that time period.

For example the phone Cell 9 is shut off from 0100 to 0200. All time is military time.

To change from green (on) to red (off) just click and drag your mouse on the times you want.

Pay•Tel currently provides this Feature to the KCSO

- 4.7.14 In all circumstances, the service shall limit the inmate to a single call request. The service shall always require the inmate to disconnect and initiate another call.

**Pay•Tel Acknowledges and Agrees**

The system will not allow the inmate to remain on the line after an operator assisted call is completed and receive a dial tone to an open line.

Pay•Tel currently provides this Feature to the KCSO

**4.8 PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION:**

- 4.8.1 The PIN application shall work with the IPS using all the features and functionalities described herein.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

- 4.8.2 The IPS shall provide collect, debit and pre-pay station-to-station calling utilizing a PIN.



### Pay•Tel Acknowledges and Agrees

**Pay•Tel currently provides this Feature to the KCSO**

- 4.8.3 The IPS shall provide Allow Lists associated with each PIN. These Allow Lists shall store a set quantity of allowed telephone numbers for each inmate.

## Pay•Tel Acknowledges and Agrees

There are two options for setting up an Allow Number List.

1. The administrator manually enters the allowed numbers for each inmate.
2. The system can capture the numbers for the allowed numbers list from the first numbers the inmate calls. The quantity of allowed numbers is set by the facility.

Pay•Tel's system documents, updates and keeps a history of PAN entries.

**Pay•Tel currently provides this Feature to the KCSO**

- 4.8.4 The IPS shall be able, upon request by KCSO, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:

- #### 4.8.4.1 Authorized Call Lists by PIN or identifying number

- #### 4.8.4.2 Calls by PIN or other identifying number

### Pay•Tel Acknowledges and Agrees

[illegible]

**This tab is used if you want to require an inmate to have a PIN number to access the phone system.**

**It will allow you to enter the phone numbers an inmate can call (Allowed Call List) or have open access.**

**This is used to keep track of all calling activity per inmate. All information can be automatically transferred by the Jail Management System**



Pay•Tel currently provides this Feature to the KCSO

- 4.8.5 The IPS shall possibly interface with the KCSO booking system so that the inmate PIN will be automatically transferred to the IPS. KCSO shall also have the option to manually enter PIN numbers into the IPS when new inmates are added.

**Pay•Tel Acknowledges and Agrees**

The PIN assignment is made through the interface with the Jail Management System, or through the facility web access, which will assign the PIN number that is associated with the inmate's name. The system can also accept PINs that are assigned to the inmate at booking.

- 4.8.6 The PIN numbers shall be stored in a database that is accessible to designated users, depending upon the user's password level.

**Pay•Tel Acknowledges and Agrees**

In order to have access to the administrative software for the ITS system, facility staff will need a username and password. The administrator or appropriate personnel at the jail will assign usernames and passwords to facility staff. Each user will be assigned specific rights and permissions to access the administrative software. Multiple users may be logged in at the same time and users will only have the ability to perform tasks as set by their rights and permissions. A log is kept of users that access the administrative software so the Facility Administration may monitor the activity of each user.

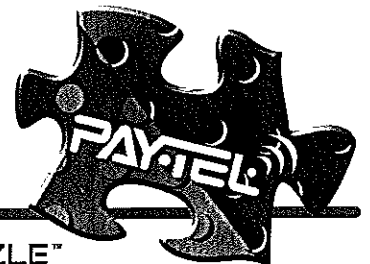
- 4.8.7 The IPS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.

**Pay•Tel Acknowledges and Agrees**

Alerts may be triggered by any combination of the following.

1. **Occurrence** – For instance: Every time a call meeting the specified parameters occurs an alert would be sent, or send an alert only the 1<sup>st</sup> time it occurs, or the 2<sup>nd</sup> time it occurs etc.
2. **Inmate ID** – If the facility uses PINs, alerts can be restricted to a specific inmate.
3. **Number Dialed (BTN)** – Alerts can be restricted to the number the inmate dials.
4. **Station (Inmate telephone)** – Alerts can be restricted to the station the call is originating from.
5. **Time of Day** – Alerts can be restricted to certain hours of the day.

Pay•Tel currently provides this Feature to the KCSO



## 1.9 MONITORING AND RECORDING REQUIREMENTS:

- 4.9.1 The IPS shall be capable of permitting full monitoring and recording of all calls from any telephone within the facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The IPS shall have the ability to exclude those calls.

### Pay•Tel Acknowledges and Agrees

Pay•Tel's Monitoring and Recording module is built into the call processor. Recordings may be accessed from the workstation and also through a secure login via Pay Tel's website. Privileged calls to Attorneys are marked to not be recorded.

The screenshot displays the Pay•Tel configuration interface. At the top, there is a navigation bar with links: Blocks, CDR, Stations, Inmate, Alerts, Users, Sites, Rates, Ports, **Config**, Tools, and Log Off. The main content area is divided into three sections: 'Config File' with a 'Clear Changes' button, 'Dial Codes' with an 'Update Changes' button, and 'Special Rules'. The 'Special Rules' section includes a table with columns for BTN, Speed Dial, and Silence/Digit Detect Options. The BTN column contains the value '3368520753' and a 'Search' button. The Speed Dial column is empty. The Silence/Digit Detect Options column has a dropdown menu set to 'Silence and Digit Detect'. Below the table, there are several checkboxes: 'Block Calling Cards' (unchecked), 'Free' (unchecked), 'Disable Recording' (checked), 'Do Not Block' (checked), 'Disable Digit Accept' (unchecked), and 'Play Inmate Name' (checked). At the bottom of the 'Special Rules' section, there are 'Save', 'Edit', and 'Cancel' buttons.

Pay•Tel currently provides this Feature to the KCSO

- 4.9.2 The IPS shall comprehensively record all calls, possibly including visitation phones. The facility shall have the capability of immediately replaying a recorded call at any desk top or workstation. All call recordings shall be stored online for a minimum period of ninety (90) days and shall be stored offline for a period of two (2) years.

### Pay•Tel Acknowledges and Agrees

Each of our new systems includes a minimum of a 2TB (terabyte) disk array of hot-swappable RAID level 5 storage space. This provides redundancy, security and storage for several years of CDR & recordings, mentioned in detail later, to be instantly accessible, without the need for time-consuming archival & retrieval processes.

In addition to having the recordings and call data from each site available from the workstation interface, Pay•Tel will provide the KCSO with a facility specific website. This website will be accessed through [www.paytel.com](http://www.paytel.com). KCSO will have a username and password to access all call data and recordings. This will allow multiple investigators to have access to the same data from different locations. Visitation phones may be run through the ITS for monitoring and recording.



Pay•Tel currently provides this Feature to the KCSO

- 4.9.3 The monitoring and recording of calls shall be selectively programmable by one or all of the following:

- 4.9.3.1 Housing Unit;
- 4.9.3.2 Start and Stop Time and Date of Call;
- 4.9.3.3 Called Number; and
- 4.9.3.4 PIN

#### Pay•Tel Acknowledges and Agrees

KCSO will be able to search for recorded calls by Inmate PIN, by the station the call was placed from, by the phone the call was placed from, the date the call was placed, and the destination number that was called.

Blocks	CDR	Stations	Inmate	Alerts	Users	Sites	Rates	Ports	Config	Tools	Log Off	
Start Date		End Date		To Number		Inmate ID		Stations		Order	Duration	Search
06/29/2005		06/30/2005						All (Click to Select)			<input checked="" type="checkbox"/> Only	
Trunk + AID		Station + Location		BTN		OH Date + Time		CO Date + Time		Seconds	Term	Inmate ID
00-2766666488		23-CELL 1		3368526753		20050629 - 144014		20050629 - 144054		28	10	XXXXXXXXXX
00-		23-		3368526753		20050629 - 131421		20050629 - 131501		28	10	XXXXXXXXXX
												S2305062914

Results... [Report](#) [Printer](#) ☒ [Create XLS](#) ☐ [Select All](#) ☐

[Queue](#) [Clear Queue](#) No recordings selected [Import Queue](#) [Net Play](#)

Pay•Tel currently provides this Feature to the KCSO

- 4.9.4 The IPS shall be capable of showing real time call activity. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number.

#### Pay•Tel Acknowledges and Agrees

The Stations tab will allow the facility to monitor calls in real time and to cut the phones on and off or set the times for the phones to automatically cut on or off.

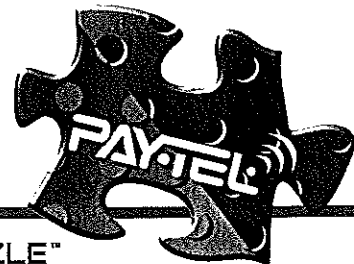
Under the Status section it shows the current status of each phone:

- Idle: there is no call in progress for that phone.
- BTN: Bill To Number
- Trunk: the system is assigning a number for the call.
- Dialing: the call is being dialed
- C: the call is connected to the called party

Blocks	CDR	Stations	Inmate	Alerts	Users	Sites	Rates	Ports	Config	Tools	Log Off																																																																																																																																																																																																																																																															
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To monitor a call you must use the phone that is with your computer. It will ask you for a pin number. Then it will ask you for a ID number. You must use the number in parenthesis (##) in order to listen to the call.

In the example the phone in cell 14 could be monitored by using the (00) as the ID.



Pay•Tel currently provides this Feature to the KCSO

- 4.9.5 The IPS shall allow the manual or automated set up of the monitoring and recording connection on an as needed basis on the personal computer provided by the Vendor and located at the facility or via the county network at any desk top as designated by KCSO.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel's Monitoring and Recording module is built into the Inmate Telephone System. Recordings may be accessed from the workstation and also through a secure login via Pay Tel's website from any computer or laptop with internet access.

- 4.9.6 The IPS shall have the capability of automatically calling and alerting investigators and offering live monitoring of calls.

**Pay•Tel Acknowledges and Agrees**

**Pay•Tel Hot Number Alerts**

**Type of Alerts**

1. **Interactive** - The investigators phone number is called, and an alert notification are given. They may enter a pass code and listen to the call. Pass codes can be setup per alert if needed, or use a generic pass code for all alerts.
2. **Send Voice Message** – The same as the Interactive Alert above except there is no option to listen to the call. This would be useful for a voice pager, or answering machine.
3. **Send Numeric** - The investigators phone number is called, and digits are displayed on the Hot Number that was called. This would be useful for alerting a text only pager.
4. **Log File Only** – No alerting call would be made but it would be logged in the Administrative Terminal software for further investigate by the jail staff or investigators.

**Alerts may be triggered by any combination of the following:**

1. **Occurrence** – For instance: Every time a call meeting the specified parameters occurs an alert would be sent, or send an alert only the 1<sup>st</sup> time it occurs, or the 2<sup>nd</sup> time it occurs etc.
2. **Inmate ID** – If the facility uses PINs, alerts can be restricted to a specific inmate.
3. **Number Dialed (BTN)** – Alerts can be restricted to the number the inmate dials.
4. **Station (Inmate telephone)** – Alerts can be restricted to the station the call is originating from.
5. **Time of Day** – Alerts can be restricted to certain hours of the day.

**Note:**

1. Alerts can be set to also send a network message to Administrative workstations.
2. All alerts that have been setup are visible through the Administrative software, and assigned a unique ID number.

When an alert has been triggered it will be highlighted in red in the Administrative software until it has been reset. It will show the last date and time the alert was triggered, and a total count of how many times it was triggered. An alert can be selected and the Call Detail Record (CDR) for the last occurrence can be retrieved.



Pay•Tel currently provides this Feature to the KCSO

- 4.9.7 The IPS shall provide for simultaneous playback of recorded calls and continuous recording of live conversations at each workstation or desk-top as designated by the KCSO. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel's inmate telephone system provides an integrated, easy to use solution for monitoring and recording requirements. The system allows the officer to monitor all calls from the speakers of the Administrative workstation or any PC/laptop through web access. Recording of live conversations is not affected by playback of other calls or by monitoring of call. For efficient archival, the system records all calls, continuously, to the hard disk of the system computer.

Pay•Tel currently provides this Feature to the KCSO

- 4.9.8 The IPS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service ticket history and other diagnostics.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

- 4.9.9 The IPS shall provide the capability to copy the conversations onto a compact disc (CD) or other storage device. The storage device shall be provided by the Vendor and located with the recording equipment in the area designated by KCSO. The storage device shall produce transfer recordings with virtually no loss in quality and shall be capable of placing an audio time and date stamp within the recording. The storage device shall have a monitor amplifier and speaker so that the Investigator may confirm accurate transfers of the recorded information.

**Pay•Tel Acknowledges and Agrees**

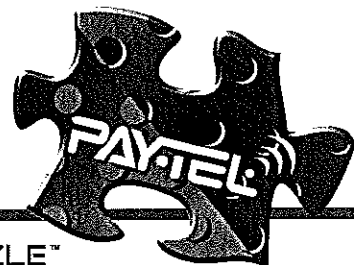
Pay•Tel currently provides this Feature to the KCSO

- 4.9.10 Time and date entries for each recorded conversation shall be displayed on a per channel basis. The IPS shall display all conversations in chronological order to facilitate research and playback.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides this Feature to the KCSO

- 4.9.11 Contractor shall provide KCSO with one workstation per site and have the ability to network with the county local area network, while maintaining an independent network working real-time with the IPS, for all monitoring, recording, and reporting features.



**Pay•Tel Acknowledges and Agrees**

In addition having the recordings and call data from each site available from the workstation interface, Pay•Tel will provide KCSO with their facility specific website. This website will be accessed through paytel.com. Pay•Tel will work with the county to provide the ability to network with the county local area network. KCSO will have a username and password to access all call data and recordings. This will allow multiple investigators to have access to the same data from multiple locations.

Pay•Tel currently provides this Feature to the KCSO

#### 4.9.12 Contractor must describe how alarms and printed information will be provided.

**Pay•Tel Acknowledges and Agrees**

Once your alerts have been set up, they will look like the following. It will keep a database of all alerts unless deleted by the user.

An alert that is triggered is highlighted in RED.

Blocks	CDR	Stations	Inmate	Alerts	Users	Sites	Rates	Ports	Config	Tools	Log Off
Alert ID	BTN	Inmate ID	Search		Refresh						
ID	Last Alert	Count	BTN	Inmate ID	Station	Start	End	Send Alert To			
9	Jul 31 2007 9:57AM		3368526753	ANY	ANY	00:00	23:00	3363372216			
5			3368410188	ANY	ANY	00:00	23:00				
6			2524548789	ANY	ANY	03:00	19:00	2524548987			
7			3365459854	138457	33	00:00	23:00	3365266458			

Pay•Tel currently provides this Feature to the KCSO

#### 4.9.13 The Contractor shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel uses the APC 750XL Smart UPS for ACP's and 620or420 XL Smart UPS for administrative workstations.

Pay•Tel currently provides this Feature to the KCSO

#### 4.10 **PRE-PAY OR DEBIT APPLICATION:** KCSO may or may not elect to implement a pre-pay and/or debit application at the facility. If KCSO chooses to implement such application, the application must include, but not limited to, the following:

##### 4.10.1 The pre-pay and/or debit application shall work with the IPS provided.

**Pay•Tel Acknowledges and Agrees**

- 4.10.2 The pre-pay and/or debit application will include commissary ordering capabilities through the IPS and include comprehensive inmate banking. There must also be the ability to transfer and manage funds to and from the inmate accounts to purchase commissary items. This interface will interact with the current inmate management system and jail management system to verify the person is currently housed in a Knox County Facility.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel through its partnership with Tech Friends will provide the following to Knox County:

- A. Lockdown Software
- B. Software customization to interface to Knox computer systems
- C. Jail ATM Cashier Kiosks (3)
- D. Customization of Reports
- E. On-Site Installation and Training
- F. Technical Support
- G. Annual Software Releases

Pay•Tel through its partnership with Tech Friends, Inc. will install an inmate commissary-by-phone system at no cost to Knox County. This advanced system will streamline the inmate ordering process and potentially save the county many man hours each week. The phone ordering system can take inmate commissary orders directly through the existing inmate telephone system with no involvement by jail staff. Orders are entered into the system by the inmate who can get instant feedback on his remaining balance, current order, and recent transactions.

Pay•Tel through its partnership with Tech Friends, Inc. will also install three Jail ATM cashier kiosks, one at each of the three Knox County facilities which will automate deposits to inmate accounts by families and friends using cash or credit card. These will be installed and maintained at no cost to the facility. Knox County personnel will unload cash from the machine to maintain cash control at all times. Service and maintenance will be paid through nominal fees charged to the person depositing money for the inmate.

As part of its proposal to Knox County, Pay•Tel Communications has arranged to provide the most advanced inmate banking solution available to the Knox County Jail. Tech Friends, Inc. will install and support the Lockdown Resident Banking System, an inmate accounting, commissary ordering and warehouse inventory software solution. This system will be installed on an unlimited number of workstations for county use at no additional charge.

The Lockdown Resident Banking System has many state of the art features which can dramatically reduce staff time at the facility while also improving inventory accountability. Among Lockdown's features are:

- Powerful Microsoft .NET and SQL Server technology
- Advanced commissary-by-phone system
- Integrated cashier kiosks
- Extensive accounting



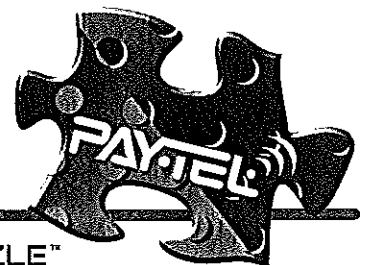
- Built on GAAP principles
- Reviewed and approved by outside auditors
- Money receipts, checks, reconciliation, debt recovery
- Many, many reports built-in
- Users can add more funds themselves at any time
- Unique fix option allows errors to be corrected instantly
- Easy to use for staff and accountants alike
  - Offender accounts can be created automatically by an interface with the Jail Management System
  - Batch entry of receipts or debt can be done without changing screens
  - Inmate receipts can be viewed and reprinting easily
  - Searching for inmates auto-completes as typed
  - Repeat transactions can be saved to reduce typing
  - Group transactions are simple and effective
  - Restrictions by location, gender, age, indigent status, and even day of the week
  - Reports are integrated and can be exported to Excel, PDF, or Word
- Complete Inventory Tracking
  - Manage products, pricing, vendors, and costs
  - Purchase Orders, inventory adjustments, and inventory counts are all available
  - Many inventory reports including valuation, sales, and profit
  - Used in actual commissary warehouses managing as many as 20,000 inmate orders per week
- Secure
  - Individual user logins and passwords
  - Security options and groups setup per user
  - Encrypted passwords
  - Facility administrators can modify security settings without technical support
  - Integrated backup utility
- Flexible
  - Facility administrators can customize options without technical support
  - Turn on new features as the facility's needs change
  - Facility administrators can install Lockdown on any computers as needed

As an integrated part of the Lockdown system, Knox County will be enrolled in a unique cash bonding system. This system will allow offenders the option to pay bond amounts with a personal credit card. Through the innovative system it will greatly speed the bonding out process at no cost or risk to Knox County. Service and maintenance will be borne by transaction and processing fees charged to the inmate.

Tech Friends, Inc. will also customize the software as requested to meet Knox County's needs. This will include an interface with the jail management system, feature requests and reports as required.

A small banking fee charged to offenders at book-in will offset any development costs and allow unlimited customization at no cost to the county.

During the initial setup, Tech Friends, Inc. will provide a week of installation, on-site training and data conversion assistance. The on-site trainers will work extensively with the Knox County staff to ensure a successful and stress-free transition. Additional training through the Internet is also available at any time. Also, trained support staff will be available for technical support after the installation.



The value of these products and service to Knox County over the three (3) year contract term will be \$234,605.00. Pay•Tel will continue to provide these products and services for all contract extensions.

- 4.10.3 The IPS shall provide the inmate with the balance of their debit and/or pre-pay account at the time of the call.

**Pay•Tel Acknowledges and Agrees**

Any balance that the inmate has when transferred to another jail or released from the facility is transferred back to the inmate account to be refunded.

- 4.10.4 The pre-pay and/or debit application shall allow international calls.

**Pay•Tel Acknowledges and Agrees**

International calling rate is \$0.95 per minute.

- 4.10.5 The pre-pay and/or debit application shall have the ability to terminate a debit account and refund income to the inmate or participant on the inmate's allowed calling list.

**Pay•Tel Acknowledges and Agrees**

- 4.10.6 The pre-pay and/or debit calling rates may be lower than the collect calling rates.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel currently provides a discount on all prepaid collect calls for customers with a Pay•Tel pre-paid collect account.

- 4.11 **TRANSITION:** If applicable, the Vendor shall work with KCSO, IPS designated agent, and the new Contractor to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by KCSO.

Upon expiration, termination, or cancellation of the Agreement, the Vendor shall cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Agreement to an organization designated by KCSO. The Vendor shall provide and/or perform any or all of the following responsibilities:

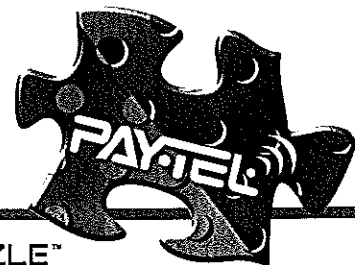
**Pay•Tel Acknowledges and Agrees**

- 4.11.1 All IPS inside wiring shall become the property of KCSO at the conclusion of the Agreement.

**Pay•Tel Acknowledges and Agrees**

- 4.11.2 Remove IPS equipment at the conclusion of the Agreement in a manner that will allow the reuse of that wire distribution.

**Pay•Tel Acknowledges and Agrees**



- 4.12 TURN KEY SOLUTION:** KCSO prefers the Contractor to have the ability to provide a turnkey solution including monitoring and recording with, collect and debit calls; integration with the County's network, current commissary and jail management applications.

**Pay•Tel Acknowledges and Agrees**

Pay•Tel is more than capable of providing KCSO an Inmate Telephone System including monitoring and recording, with collect and debit calls; integration with the County's network, current commissary and jail management applications.

***Other Unique Services:***

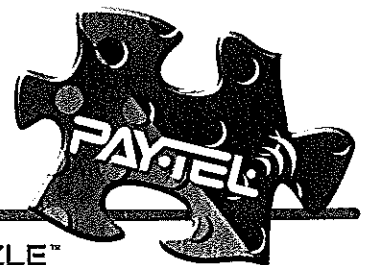
- Email from family to inmate (eliminates officers dealing with letters sent via US Mail) – Facilities may opt to provide this service to Family and Friends of inmates. This service is available through our website for customers that have set up an account with Pay•Tel. Customers will be charged for this service and the facility will receive a commission for each email sent.
- Biometrics – voice verification with inmate profiling – Patent Pending
- Inmate appointments via inmate phone system – At no cost to the facility, Pay•Tel can add software to the ITS system to allow inmates to make appointments (Doctor visits, haircuts, etc.) over the ITS system.
- Visitation Phone Monitoring and Recording – Pay Tel will provide a system to monitor and record the visitation phones.
- Cell Phone Detection Technology (optional – cost to be determined)

**Detail any deficiencies your system may have in relation to Knox County's requirements.**

**Pay•Tel is able to provide all the requirements requested by Knox County with no deficiencies.**

**Detail the time frame for implementing your proposed system.**

Upon award of contract, Pay•Tel will begin building the proposed system. Inmate phone service will continue without interruptions until the new system is installed. The new system should be ready within thirty days. Cut over time to install the new system should be four (4) hours or less.



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## **PART VII REFERENCES**

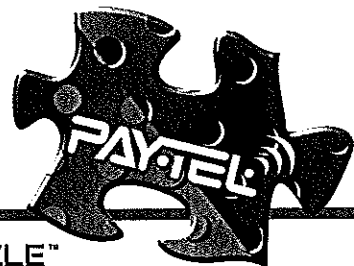
Provide name of organization, Phone number, Address, Contact person, E-Mail address, Size of Contracts Knox County may not be used as a reference



Pay•Tel is proud of our ten (10) year track record with Knox County and our track record with all of our clients regardless of size. We invite you to contact 100% of our clients.

Please see next page for our complete Client List.

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Pay•Tel Communications Inc • PO Box 8179 • Greensboro, NC 27419  
1 866 729 8352 • Fax: 1 336 346 1127 • [www.paytel.com](http://www.paytel.com)

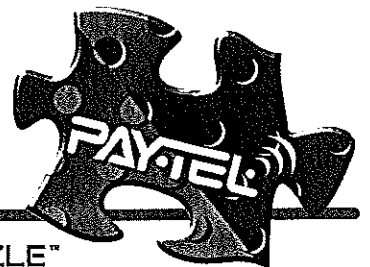
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**YOUR SOLUTION TO THE INMATE PHONE SERVICE PUZZLE™**

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YOUR SOLUTION TO THE INMATE PHONE SERVICE PUZZLE™

# CONFINEMENT FACILITY CLIENT LIST

Client	Jail Contact	Jail Phone #	Jail Address	Jail City	ST	Jail Zip	ADP	Contract Terms	# of Phones	# of Lines
DeSoto County	Lt. Bryan Harris	863-993-4700	208 E. Cypress Street	Arcadia	FL	34266	247	2	33	8
Flagler County	Major Greg Futch	386-586-4860	1002 Justice Lane	Bunnell	FL	32110	132	1	15	9
Franklin County	Capt. Smith	850-670-8500	270 State Road 65	Eastpoint	FL	32328	79	1	11	4
Gadsden Co.	Major Wood	850-875-8844	2135 Pat Thomas Pkw.	Quincy	FL	32351	245	2	19	11
Glades County	Robert Demann	863-946-1600	1995 East SR 78 Northwest	Moore Haven	FL	33471	420	1	50	30
Hamilton Co.	Lt. Don Williams	386-792-7112	3995 County Rd 51 North	Jasper	FL	32052	98	1	17	5
Hendry County	Capt. English	863-674-4060	101 S Bridge St.	LaBelle	FL	33935	248	2	18	8
Holmes County	Greg Yancey	850-547-3681	3207 Lonnie Lindsey Road	Bonifay	FL	32425	100	2	11	5
Jefferson County	Brian Sanders	850-997-2523	171 Industrial Park	Monticello	FL	32344	55	2	14	7
Lafayette County	Capt. Jim Wilson	386-294-1301	Corner US 27 & Hwy 51	Mayo	FL	32066	30	2	8	4
Levy County	Capt. Mike Sheffield	352-486-5111	9150 N.E. 80th Ave.	Bronson	FL	32621	159	2	38	12
St. Johns Co.	Major Frank Cyr	904-824-8304	3955 Lewis Speedway	St. Augustine	FL	32095	589	2	91	23
Wakulla County	Karen Day	850-926-0800	15 Oak Street	Crawfordville	FL	32327	279	1	43	16
Washington County	Lt. Chris Pena	850-638-6111	1100 Brickyard	Chipley	FL	32428	153	2	19	8
Baldwin County	Sgt Elbert Webb	478-445-4891	311 Linda Drive	Milledgeville	GA	31061	212	2	25	11
Banks County	Sheriff Charles Chapman	706-677-6284	160 Windmill Farm Road	Homer	GA	30547	31	2	10	4
Bartow County	Maj. Gary Dover	770-382-5050	104 Zena Drive	Cartersville	GA	30121	572	2	54	22
Ben Hill County	Sheriff Bobby L. McLeMore	229-426-5161	255 Appomatox Rd	Fitzgerald	GA	31750	104	3	23	6
Berrien County	Capt Mirian Duggan	229-686-2091	500 County Farm Road	Nashville	GA	31639	70	1	9	4
Bleckley County	Sheriff Harold Lancaster	478-934-4545	105 Beech Street	Cohran	GA	31014	0	2	6	3
Butts County	Major Thurston	770-775-8216	835 Ernest Biles Drive	Jackson	GA	30233	92	3	9	6
Chatham County	Col. McArthur Holmes	912-652-7752	1050 Carl Griffin Dr	Savannah	GA	31405	1820	2	151	74
Coffee County	Lt. Kim Phillips	912-384-4227	225 West Bryan Street	Douglas	GA	31533	218	2	15	12
Columbia County	Lt. Harvey Woods	706-541-4063	2273 County Camp Rd.	Appling	GA	30802	213	2	22	9
Coweta County	Sheriff Mike Yeager	770-253-1502	560 Greison Trail	Newnan	GA	30263	313	2	28	16
Crisp County	Col. Billy Hancock	229-276-2600	196 Hwy 300	Cordele	GA	31015	166	2	52	8
Dodge County	Sheriff Lawton Douglas	478-374-8131	Courthouse Circle	Eastman	GA	31023	58	3	12	3
Dooly County	Randy Lambert	229-268-8588	576 Pinehurst-Hawkinsville Rd.	Pinehurst	GA	31070	154	4	18	8
Early County	Sheriff Jimmy Murkerson	229-723-3577	18610 E. South Blvd	Blakely	GA	39823	64	3	10	3
Elbert County	Mike Thompson	706-283-2040	36 West Church Street	Elberton	GA	30635	80	2	12	4
Emanuel County	Sheriff J. Tyson Stephens	478-237-7526	669 Hwy 57N	Swainsboro	GA	30401	150	2	14	5
Forsyth County	Sheriff Ted Paxton	770-781-3077	202 Old Buford Rd	Cumming	GA	30040	133	2	21	10
Franklin County	Sheriff Steve Thomas	706-348-2525	1 James Little St.	Carnesville	GA	30521	84	1	7	4
Gilmer County	Capt Carol Daves	706-635-4625	106 Brett Dickey Memorial Drive	Ellijay	GA	30536	103	1	15	11
Gordon County	Chris Richards	706-629-1244	101 Piedmont Street	Calhoun	GA	30701	241	2	23	8
Haralson County	Sheriff Eddie Mixon	770-646-2011	224 Holly Street	Buchanan	GA	30113	72	2	14	4
Harris County	Lt. Christie Webb	706-628-4211	9825 Highway 116 East	Hamilton	GA	31811	79	2	11	5
Heard County	Sheriff Ross Henry	706-675-0444	215 East Court Square	Franklin	GA	30217	55	3	8	4
Houston County	Sheriff Cullen Talton	478-987-2544	201 Perry Parkway	Perry	GA	31069	478	2	48	20
Johnson County	Doug Eaves	478-864-3388	230 Donavan Harrison Road	Wrightsville	GA	31096	29	1	6	3
Jones County	Sheriff Robert Reece	478-986-3489	123 Holmes Hawkins Drive	Gray	GA	31032	119	3	8	7

Client	Jail Contact	Jail Phone #	Jail Address	Jail City	ST	Jail Zip	ADP	Contract Terms	# of Phones	# of Lines
Laurens County	Sheriff Bill Harrell	478-272-1522	511 Southern Pines Rd.	Dublin	GA	31021	234	2	47	12
Lee County	Chief Dennis Parker	229-759-6051	119 Pinewood Rd.	Leesburg	GA	31763	69	2	13	5
Liberty County	Sheriff Don Martin	912-876-2131	180 Paul Sikes Rd	Hinesville	GA	31313	229	2	32	12
Madison County	Gary Floyd	706-795-2647	700 Government Dr.	Danielsville	GA	30633	52	2	15	4
McIntosh County	Sheriff Charles Jones	912-437-6622	404 Northway	Darien	GA	31305	89	2	16	3
Merriwether County	Sheriff Steve Whitlock	706-672-4689	17400 Rosevelt Hwy.	Greenville	GA	30222	88	2	15	5
Mitchell County	Adm. Thomas Hewitt	229-336-2030	4815 Hwy 37 East	Camilla	GA	31730	97	2	16	8
Monroe County	Sheriff John Cary Bittick	478-994-7051	145 L. Cary Bittick Dr.	Forsyth	GA	31029	128	2	15	5
Montgomery County	Sheriff Clarence Sanders	912-583-2521	208 Broad St	Mt. Vernon	GA	30445	0	2	2	2
Morgan County	Sheriff Robert S. Markley	706-342-5074	2380 Athens Highway	Madison	GA	30650	70	3	10	3
Murray County	Sheriff Howard Ensley	706-695-4592	810½ G.I. Maddox Pkw.	Chatsworth	GA	30705	118	3	18	7
Newton County	Captain Mark Thomas	678-625-1425	15151 Alcovy Road	Covington	GA	30014	615	2	59	28
Oconee County	Sheriff Berry	706-769-3945	1140 Experiment Station Rd	Watkinsville	GA	30677	84	1	22	12
Peach County	Jail Adm. Pearl White	478-825-8269	1007 Spruce St.	Ft. Valley	GA	31030	77	2	14	4
Pickens County	Chief Donnie Craig	706-253-8900	50 North Main St	Jasper	GA	30143	83	3	16	6
Pierce County	Sgt. Robert Newton	912-449-2012	300 Pierce Industrial Blvd	Blackshear	GA	31516	61	2	9	4
Pulaski County	Sheriff Jerry Lancaster	478-783-1521	350 Commerce St.	Hawkinsville	GA	31036	28	3	7	3
Putnam County	Richard Horn	706-485-2680	111 Ridley Dr.	Eatonton	GA	31024	94	2	13	5
Randolph County	Sheriff Gary Yochum Jr.	229-732-2525	101 Peachtree Street	Cuthbert	GA	39840	27	1	5	2
Roswell City	Capt. Geoff Robertson	770-640-4172	39 Hill Street	Roswell	GA	30075	76	2	9	4
Schley County	Sheriff Shane Tondee	229-937-2101	100 West Pecan St.	Ellaville	GA	31806	9	3	5	1
Seminole County	Sheriff Jerry Godby	229-524-5115	200 South Knox	Donalsonville	GA	31745	36	2	11	3
Taylor County	Sheriff Jeff Watson	478-862-5451	100 Ivy St.	Butler	GA	31006	26	2	4	2
Telfair County	Sheriff Jim Williamson	229-868-6621	124 E. Oak St.	McRae	GA	31055	36	3	10	2
Thomas County	Capt. John Richards	229-225-3300	921 Smith Ave	Thomasville	GA	31792	206	1	32	4
Thomas County CI	Twink Monahan	229-225-4100	116 Joiner Road	Thomasville	GA	31757	170	1	24	9
Toombs County	Capt. Higgs	912-526-1002	357 NW Broad St	Lyons	GA	30436	102	2	17	5
Twiggs County	Sheriff Darren Mitchum	478-945-3648	37 N. Ash Street	Jeffersonville	GA	31044	38	2	9	3
Walton County	Major Wade Harris	770-267-0887	1425 South Madison Ave.	Monroe	GA	30240	382	2	43	17
Washington County	Sheriff Thomas Smith	478-552-4795	1735 Kaolin Road	Sandersville	GA	31082	57	4	10	3
Wayne County	Captain Curtis Hand	912-427-5975	1892 S. Macon St	Jesup	GA	31545	167	4	19	8
Whitfield County	Sheriff Scott Chitwood	706-272-1060	805 Professional Blvd	Dalton	GA	30702	453	2	54	19
Worth County	Sheriff Freddie Tompkins	229-776-8211	201 North Main St	Sylvester	GA	31791	56	1	8	3
Albemarle County	Capt. David Owen	252-335-4844	320 Hughes Boulevard	Elizabeth City	NC	27909	120	4	12	14
Alexander County	Sheriff Hayden Bentley	828-632-1099	100 1st Street	Taylorsville	NC	28681	25	4	5	3
Alleghany County	Captain Steve Cothren	336-372-4455	40 Alleghany Street	Sparta	NC	28675	35	5	7	3
Ashe County	Chief Jailer Sharon Price	336-246-9745	205 Academy Street	Jefferson	NC	28640	25	5	7	2
Beaufort County	Sheriff Alan Jordan	252-946-7111	210 N. Main Street	Washington	NC	27889	75	4	17	5
Bertie-Martin Regional	Craig Friedman	252-794-9283	230 County Farm Road	Windsor	NC	27983	120	5	8	6
Burke County	Lt. Scott Rogers	828-438-5481	201 S. Green St	Morganton	NC	28655	50	3	9	4
Burke/Catawba Reg	Major Michael Metcalf	828-438-5485	148 Government Dr.	Morganton	NC	28655	150	3	28	10
Caldwell County	Sheriff Jones/Capt Brackett	828-754-1518	214 N. Mulberry Street	Lenior	NC	28645	200	4	20	9
Carteret County	Sheriff Buck/Capt Murrell	252-504-4854	Courthouse Square	Beaufort	NC	28516	145	2	8	7

Client	Jail Contact	Jail Phone #	Jail Address	Jail City	ST	Jail Zip	ADP	Contract Terms	# of Phones	# of Lines
Caswell County	Lt. Tony McSherry	336-694-9311	304 North Avenue	Yanceyville	NC	27379	35	5	14	3
Catawba County	Lt. Mike Hale	828-465-8999	100 B Southwest Blvd.	Newton	NC	28658	215	3	23	11
Chatham County	Sheriff Webster/Lt. Stuart	919-542-2811	295 West Street	Pittsboro	NC	27312	32	4	7	3
Clay County	Chief Audrey Shelton	828-389-6354	36 Davis Loop Road	Hayesville	NC	28904	10	3	3	1
Craven - Workcamp	Capt John Potter	252-636-6620	545 Alligator Road	Vanceboro	NC	28586	20	2	4	2
Craven County	Capt. John Potter	252-636-6620	411 Craven Street	New Bern	NC	28563	190	2	11	7
Currituck County	Sgt. David Castelow	252-453-2194	413 Maple Road	Currituck	NC	27956	30	4	8	4
Dare County	Major Norman Johnson	252-473-6400	1044 Driftwood Drive	Manteo	NC	27954	70	4	10	5
Davidson County	Major Steve Hedricks	336-242-2140	110 West Center St.	Lexington	NC	27292	200	4	30	13
Davie County	Chief Wendell Sain	336-751-2850	135 Green Street	Mocksville	NC	27028	50	4	11	3
Duplin County	Capt. Stanley Jones	910-296-2324	208 Duplin Street	Kenansville	NC	28349	110	3	17	6
Durham County	Major Natalie Holiday	919-560-0912	219 S. Mangum Street	Durham	NC	27701	500	4	73	42
Edgecombe County	Sheriff James Knight	252-641-7911	3005 Anaconda Rd.	Tarboro	NC	27886	225	4	26	11
Forsyth County	Captain Donna Holmes	336-748-4213	201 North Church St	Winston Salem	NC	27101	800	5	142	44
Granville County	Sheriff David Smith	919-693-3213	143 Williamsboro St.	Oxford	NC	27565	70	6	14	7
Greene County	Sheriff Lemmie Smith	252-747-3411	301 N. Greene St	Snow Hill	NC	28580	20	2	5	3
Guilford County - Downtown	Major Debora Montgomery	336-641-3648	401 W. Sycamore St	Greensboro	NC	27401	463	4	74	35
Guilford County - Farm	Capt. Jack Johnson	336-449-4720	7315 Howerton Rd.	Elon	NC	27244	46	4	11	6
Guilford County - High Point	Capt. C. Williamson	336-202-1983	507 East Green St.	High Point	NC	27261	321	4	21	21
Guilford County - Juvenile Ctr	Director Jeff McInnis	336-931-0415	15 Lockheed Court	Greensboro	NC	27409	21	2	1	6
Halifax County	Sheriff Jeff Fraizer	252-583-8201	355 Ferrell Lane	Halifax	NC	27839	100	4	10	6
Hamett County	Capt. Bill Grady	910-893-9111	1005 Edwards St.	Lillington	NC	27546	145	2	10	8
Hertford County	Sheriff Juan Vaughan, Sr.	252-358-5341	701 Taylor Street	Winton	NC	27986	75	4	8	4
Hyde County	Sheriff David Mason	252-926-3171	Courthouse Square	Swan Quarter	NC	27885	6	2	4	1
Jones County	Sheriff John Hall	252-448-7091	101 S. Market St.	Trenton	NC	28585	15	3	4	2
Lee County	Capt. Kent Everett	919-775-5531	1408 South Horner Blvd.	Sanford	NC	27330	130	2	17	8
Lincoln County	Sheriff Tim Daugherty	704-732-9050	700 John Howell Memorial Drive	Lincolnton	NC	28092	98	3	12	7
Nash County	Lt. Randall Smith	252-459-1536	222 W. Washington St.	Nashville	NC	27856	195	2	36	11
Northampton County	Major Milton Drew	252-534-3901	105 Depot St.	Jackson	NC	27845	65	4	15	5
Orange County	Major Bill Dunnegan	919-644-3050	125 Court St.	Hillsborough	NC	27278	200	4	16	10
Pamlico County	Sheriff Bill Sawyer Jr.	252-745-3101	202 Main St.	Bayboro	NC	28515	90	3	9	4
Person County	Lt. Albert Pruitt	336-597-0500	Courthouse Square	Roxboro	NC	27573	90	4	10	4
Pitt County	Maj. Lawrence Whaley	252-902-2850	124 New Hope Rd.	Greenville	NC	27834	400	3	39	22
Polk County	Sheriff Christopher Abril	828-894-3001	69 Ward St.	Columbus	NC	28722	25	4	4	2
Randolph County	Sheriff Reid/Capt McNeill	336-318-6625	790 New Century Dr	Asheboro	NC	27205	200	4	21	10
Richmond County	Sheriff Dale Furr	910-895-3232	#1 Court St.	Rockingham	NC	28379	90	3	14	5
Robeson County	Capt. Jeff Martin	910-671-3359	120 Legend Road	Lumberton	NC	28358	410	2	60	21
Sampson County	Capt. Kemley Pickett	910-592-4141	112 Fontana Street	Clinton	NC	28328	250	3	21	11
Stanly County	Lt. Frank Basinger	704-986-3715	201 South Second St.	Albemarle	NC	28001	80	4	9	4
Stokes County	Capt Al Tuttle	336-593-8117	Old Church Street, Hwy 89	Danbury	NC	27016	60	5	11	4
Surry County	Sheriff Graham Atkinson	336-401-8900	218 North Main St.	Dobson	NC	27017	115	2	14	10
Vance County	Sheriff Peter White	252-438-3923	516 Brecken Ridge St.	Henderson	NC	27536	125	3	15	8
Wake County - Hammond Rd	Frank Gunter	919-856-6800	3400 Hammond Road	Raleigh	NC	27602	622	4	65	48

Client	Jail Contact	Jail Phone #	Jail Address	Jail City	ST	Jail Zip	ADP	Contract Terms	# of Phones	# of Lines
Wake County - PSC	Frank Gunter	919-856-6800	330 South Salisbury St	Raleigh	NC	27602	578	4	47	39
Warren County	Sheriff Johnny Williams	252-257-3314	East Macon St., Hwy 43	Warrenton	NC	27589	40	5	5	2
Washington County	Sheriff Ross/Chief Jailer Smith	252-793-2422	120 Adams St.	Plymouth	NC	27962	50	3	4	3
Wayne County	Capt. James Tadlock	919-731-1481	207 E Chestnut St.	Goldsboro	NC	27530	200	4	29	11
Wilkes County	Lt. Glenn Anderson	336-903-7623	100 Courthouse Square	Wilkesboro	NC	28697	90	4	9	5
Wilson County	Sheriff Wayne Gay	252-237-2118	100 East Green St.	Wilson	NC	27894	225	3	41	15
Yadkin County	Chief Jailer Barry Daye	336-679-4234	200 Cherry St.	Yadkinville	NC	27055	40	4	6	3
Anderson City Jail	Captain Stacey Blair	864-231-2272	401 South Main St.	Anderson	SC	29624	125	3	12	5
Anderson County	Capt. Gary Bryant	864-260-4363	1009 County Home Road	Anderson	SC	29625	470	1	38	17
Barnwell County	Adm. Delois Charlton	803-541-1102	318 Calhoun Street	Barnwell	SC	29812	76	3	15	5
Beaufort County	Director Phil Foote	843-525-7251	106 Ribaut St	Beaufort	SC	29901	290	3	20	12
Colleton County	Lt. Carl Strickland	843-549-5742	22 Klein Street	Walterboro	SC	29488	80	4	12	5
Dorchester County - St George	Chief John Barnes	843-563-0267	100 Sears Street St.	St. George	SC	29477	180	5	21	6
Dorchester County - Summerville	Chief John Barnes	843-563-0267			SC		20	5	18	2
Florence County	Capt. Joyce Bronson	843-665-9944	6719 Friendfield Rd.	Effingham	SC	29541	450	4	55	16
Greenville - New	Jail Adm. Scotty Bodiford	864-467-2343	4 McGee Street	Greenville	SC	29601	600	4	49	32
Greenville County - Annex	Jail Adm. Scotty Bodiford	864-467-2343	4 McGee Street	Greenville	SC	29601	173	4	8	6
Greenville County - Cty Jail	Jail Adm. Scotty Bodiford	864-467-2343	4 McGee Street	Greenville	SC	29601	700	4	51	35
Greer City Jail	Kenneth Westmoreland	864-848-2197	101 West Poinsett St.	Greer	SC	29650	10	2	1	1
Marion County	Director W.T. Johnson	843-423-8263	2715 E Hwy 76	Mullins	SC	29574	98	3	13	6
Marlboro County	Warden Earl Hood	843-479-5628	253 Throop St.	Bennettsville	SC	28512	76	5	15	4
Orangeburg County	Director Willie Bamberg	803-531-4139	1520 Ellis Ave	Orangeburg	SC	29115	366	5	34	12
Richland County	Major Ronaldo Myers	803-576-3200	201 John Mark Dial Dr	Columbia	SC	29209	1229	4	101	43
Spartanburg County	Warden Larry Powers	864-596-2608	950 California Ave	Spartanburg	SC	29303	915	1	55	28
Williamsburg County	Lt. Michael Johnson	843-354-6381	207 S. Jackson St.	Kingstree	SC	29556	110	4	9	3
Franklin County	Sheriff Tim Fuller	931-967-2331	401 2nd Avenue SW	Winchester	TN	37398	101	3	15	7
Knox County	Buddy Burkhardt	865-215-2205	5400 Maloneyville Rd	Knoxville	TN	37918	742	2	118	25
Knox County - Downtown	Buddy Burkhardt	865-215-2205	400 Main St	Knoxville	TN	37902	353	2	17	8
Macon County	Sheriff Mark Gammans	615-666-3325	902 Highway 52 Bypass E	Lafayette	TN	37083	125	1	13	7
Meigs County	Linda Hickman	423-334-5268	410 River Rd	Decatur	TN	37322	55	2	4	2
Smith County	Capt Billy Lankford	615-735-2626	205 2nd Ave	Carthage	TN	37030	44	3	10	2
Albemarle-Charlottesville	Gequetta "G" Murray-Key	434-977-6981	160 Peregriny Lane	Charlottesville	VA	22901	516	3	57	23
Alleghany County Jail	Major Kevin Nicely	540-965-1770	268 W. Main Street	Covington	VA	24426	73	3	16	6
Botetourt County	Capt. Woody Hincee	540-473-8202	Back Street	Fincastle	VA	24090	98	4	32	19
Fauquier County	Lt. Micah Meadows	540-349-2276	50 W. Lee St.	Warrenton	VA	20186	117	4	16	4
Henry County	Capt. Nelson Thomas	276-656-4281	3250 Kings Mountain Rd.	Martinsville	VA	24112	176	3	21	9
Northampton County	Lt. Francis Williams	757-678-0464	5245 The Hornes	Eastville	VA	23347	70	2	31	11
Page County	Sheriff David Presgraves	540-743-6571	108 South Court St.	Luray	VA	22835	87	2	8	6
Rappahannock	Captain Sheila Scott	540-675-5300	383 Porter St.	Washington	VA	22747	18	2	4	2
Roanoke City	Major James Brubaker	540-853-1717	340 Campbell Ave.	Roanoke	VA	24016	731	1	99	53
Roanoke Co.	Captain Barry Tayloe	540-387-6303	401 E. Main St.	Salem	VA	24153	283	3	32	16
Rockbridge Regional	John Higgins	540-464-1188	258 Greenhouse Road	Lexington	VA	24450	100	1	19	10
Rockingham County	Capt. Tim Walton	540-564-3850	25 S. Liberty St.	Harrisonburg	VA	22801	260	3	43	16

Client	Jail Contact	Jail Phone #	Jail Address	Jail City	ST	Jail Zip	ADP	Contract Terms	# of Phones	# of Lines
Shenandoah County	Capt. Cindy Bailey	540-459-6120	109 West Court St.	Woodstock	VA	22664	84	3	15	5
Virginia Ctr for Behavioral Rehab	Scott Lowe	804-896-5324	4901 East Patrick Henry Hwy	Burkeville	VA	23922	200	1	16	10
Warren County	Capt. Steve Barr	540-635-3100	8 East Jackson St.	Front Royal	VA	22630	105	2	15	5
<b>FUTURE INSTALLS</b>										

Dade County - November 2008

Lauderdale County - June 2008

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## **PART VIII    LITIGATION**

Has your organization been named in litigation regarding these services provided herein. Explain.

Pay•Tel has only been involved in one lawsuit over the provision of its inmate phone service in its over twenty year history.

### **Litigation:**

Michael R. Ray vs.

Evercom Systems, Inc.;  
The County of Lexington, SC;  
Pay•Tel Communications, Inc.;  
The County of Spartanburg, SC;  
Sprint Payphone Services, Inc.;  
SC Department of Corrections

Dennis C. Whipple;  
The County of Dillon, SC;  
John Vincent Townsend;  
The County of Williamsburg, SC;  
SC Budget and Control Board;

Status: Motions for Summary Judgment were filed in 2006, by all defendants. Plaintiff has not responded to Summary Judgment Motions, and a dismissal is expected.

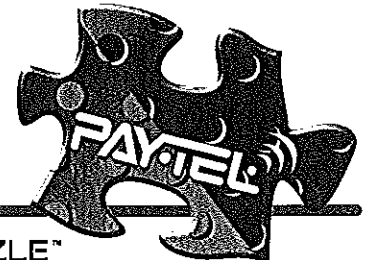
Pay Tel has never been involved in any litigation over the rates it charges for calls or for the billing of calls that were not accepted.

Pay Tel has never been involved in any litigation regarding patent and licensing infringement claims.

Is your company/firm or any subsidiary of your company/firm currently a party in a lawsuit opposing Knox County. Explain.

Pay•Tel is not currently a party in a lawsuit opposing Knox County.

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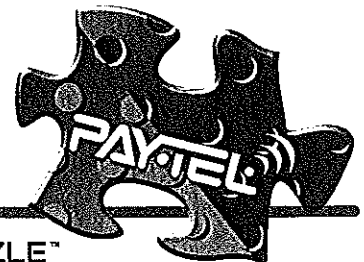


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**PART IX ANY OTHER INFORMATION VENDOR WISHES TO SUBMIT (OPTIONAL)**

- 1 Service and Maintenance
- 2 Pay•Tel Training
- 3 Pay•Tel Customer Service
- 4 Pay•Tel Spanish Website
- 5 Facility Access Website
- 6 Service Tickets/Email Service
- 7 Commissary Interface/Kiosk

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## SERVICE and MAINTENANCE

### PAY TEL: SERVICE POLICY AND PROCEDURE

Each service call is assigned a service ticket number. The service response of each ticket is escalated one level when the established time requirement is not met for that service response level. The following is an overview of Pay•Tel's policy for internal response to service trouble reports:

**STEP I:** The on-site Service Liaison discovers the trouble or is notified by another facility officer. The Service Liaison corrects the trouble *immediately* and reports to Pay•Tel the nature of the trouble through a work order resolution and parts request form.

**STEP II:** If the on-site Service Liaison is unable to correct the trouble, or the Service Liaison believes the trouble is beyond their level of repair capability, the Service Liaison or another facility officer contacts Pay•Tel's Technical Support Center (TSC) by calling the toll free number (1-800-729-0644), by sending a facsimile (336-855-8456), by an email to Pay•Tel Operations Department (paytelops@paytel.com) or by opening a service ticket on our website (www.paytel.com).

**STEP III:** Based on the nature of the problem, Pay•Tel's TSC informs the Service Technician of the nature and scope of the trouble and corrective action is initiated. The nature and scope of the trouble will determine the corrective action by the TSC as follows:

- A. If the trouble is software related, a Pay•Tel TSC Operations Specialist is assigned to fully diagnose and correct the trouble using remote diagnosis.
- B. If the trouble is hardware related or the Pay•Tel TSC Operations Specialist is unable to remotely diagnose the trouble, a Service Technician is dispatched to diagnose and correct the trouble.
- C. If the trouble is network related, the TSC Network specialist will become involved.
- D. Pay Tel may open a Service Ticket with a local exchange carrier if the trouble is not with Pay•Tel's equipment.

**STEP IV:** The Service Technician resolves the trouble or contacts Pay•Tel TSC Staff for further direction.

**STEP V:** If the trouble is still unresolved, the Service Technician contacts the TSC Manager for additional direction in correcting the trouble. If required, Pay•Tel will dispatch a local, Senior Technician to further assist the assigned technician.

**STEP VI:** The trouble is corrected and the system operation is fully tested. The responding Service Technician completes a work order service report, submits this to Pay•Tel's TSC to update, closes the service ticket and the Facility will be advised that the problem has been resolved.

#### ESCALATION POLICY

When contacted by the facility Service Liaison or another officer, the service call is assigned one of three Service Action Levels, with each having their own corrective actions and escalation timeframes. Every effort is made to resolve a trouble with the Service Liaison or remotely within the trouble resolution timeframes. If the trouble cannot be resolved by the Service Liaison or remotely by the TSC staff, a Service Technician is dispatched to expedite corrective action.

If corrective action is delayed, escalation procedures within Pay•Tel's TSC Management Team are initiated with appropriate resources to correct the trouble.

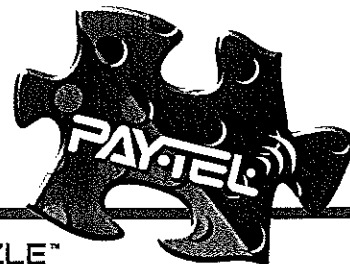
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**ESCALATION CONTACTS:**

<u>Service Action</u>	<u>Contact</u>	<u>Telephone Numbers Office/Cell/Home</u>
Level 1	Richard Rood – Operations Specialist <a href="mailto:rrood@paytel.com">rrood@paytel.com</a>	(O) 336-346-3355 x 243 (O) 800-729-0644 x 243 (C) 336-337-1573 (H) 919-742-3467
Level 2	Clif Moore – Operations Manager <a href="mailto:clif.moore@paytel.com">clif.moore@paytel.com</a>	(O) 336-346-3355 x 224 (O) 800-729-0644 x 224 (C) 336-337-1571 (H) 336-885-9825
Level 3	Mike Crews – Chief Operations Officer <a href="mailto:mcrews@paytel.com">mcrews@paytel.com</a>	(O) 336-346-3355 x 226 (O) 800-729-0644 x 226 (C) 336-339-1681 (H) 336-643-1358
*Any Level	Vincent Townsend – President <a href="mailto:vtownsend@paytel.com">vtownsend@paytel.com</a>	(O) 336-346-1678 x 227 (O) 866-729-8352 x 227 (C) 336-337-7038 (H) 336-993-7261

\*If you are not satisfied with the response that you are receiving at any level, do not hesitate to contact Vincent Townsend.



Service Action	Severity	Facility Communication	Escalation Email Guide
Level I	<ul style="list-style-type: none"> <li>Greater than 30% of a system is not responding</li> <li>3 hour corrective action expectation</li> </ul>	<ul style="list-style-type: none"> <li>If a technician is needed, Pay•Tel will contact the facility with estimated time of arrival.</li> <li>Pay•Tel will contact the facility, hourly, or as agreed and provide a status update until the trouble is corrected.</li> <li>Pay•Tel's TSC will contact the facility to ensure all issues are resolved.</li> </ul>	<ul style="list-style-type: none"> <li>On-site Service Liaison</li> <li>Technical Support</li> <li>Operations Manager</li> <li>Account Executive</li> <li>Chief Operations Officer</li> <li>National Sales Manager</li> </ul>
Level II	<ul style="list-style-type: none"> <li>Greater than 10% of a system is not responding, but less than 30%</li> <li>Same day corrective action expectation</li> </ul>	<ul style="list-style-type: none"> <li>If a technician is needed, Pay•Tel will contact the facility with estimated time of arrival.</li> <li>Pay•Tel will contact the facility every three hours, or as agreed and provide a status update until the trouble is corrected.</li> <li>Operations will contact the facility to ensure all issues are resolved.</li> </ul>	<ul style="list-style-type: none"> <li>On-site Service Liaison</li> <li>Technical Support</li> <li>Operations Manager</li> <li>Account Executive</li> <li>Chief Operations Officer</li> <li>National Sales Manager</li> </ul>
Level III	<ul style="list-style-type: none"> <li>Less than 10% of a system is not responding</li> <li>24 hour corrective action expectation</li> </ul>	<ul style="list-style-type: none"> <li>If a technician is needed, Pay•Tel will contact the facility with estimated time of arrival.</li> <li>Pay•Tel will contact the facility every eight hours, or as agreed until the trouble is corrected.</li> <li>Pay•Tel's TSC will contact the facility to ensure all issues are resolved.</li> </ul>	<ul style="list-style-type: none"> <li>On-site Service Liaison</li> <li>Technical support</li> </ul>



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**PAY TEL'S TRAINING PROGRAM**

Extensive training of facility personnel will be conducted one on one and/or in a classroom environment depending on the number of individuals to be trained. The training will be conducted for each shift on all aspects of the system functions. During the term of the contract, training on Pay•Tel's inmate telephone system is provided at anytime at no cost to the client. Additional training will be conducted anytime that the facility desires. This can be arranged by contacting Pay•Tel Operations Manager at 800-729-0644 to schedule training.

All training is provided by trained Pay•Tel Service Technicians on site. The training emphasizes hands on demonstrations to familiarize each person with the functions that pertain to their areas of need. In addition to a user manual, the system provides online help to assist the user. Pay Tel can offer a full training course that will cover all functions of the system or can provide training on selected functions that relate to individual departments of the facility.

The training course will follow the layout of the user manual and will follow the areas as listed below:

1. Various Features of the System
2. Hardware and Software Configuration
3. General Call Progress and Processing
4. Overview of the Graphical User Interface
  - a. Web Browser
  - b. Logging Into the Database
5. The Inmate Editor
  - a. Creating a New Inmate Account
  - b. Allowed Call List
  - c. Updating the Database
  - d. Searching for Inmate Accounts
  - e. Editing an Inmate Account
  - f. Adding or Deleting Telephone Numbers on the Allowed Number List
  - g. Activating or Disabling the Account Status
  - h. Printing the Account Information
6. Alerts
  - a. Setting Alerts and Blocks
  - b. Non-Record Option available through Pay Tel's Operation Center
  - c. Alerts
7. CDR Report Manager
  - a. Creating a Report
  - b. Generating the Report
8. Printing Reports
  - a. From the Inmate Tab
  - b. From the Blocks Tab
  - c. From the CDR Tab

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9. Stations
  - a. The Call Status Monitor Display
  - b. Live Monitoring of a Call in Progress
  - c. Disabling or Re-Enabling a Station
  - d. Terminating a Call in Progress
10. The Call Recording Manager
  - a. Displaying a List of Call Records
  - b. Playback of Call Recording
  - c. Off-Line Recordings
  - d. Exporting Call Records
  - e. Printing Call Record Reports
11. Ethical 3-Way™ Call Detection
  - a. What is it
  - b. How it works
  - c. The process flow
12. Web Access
  - a. Accessibility
  - b. How to sign on
  - c. Available functions
  - d. Automatic updates



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**PAY•TEL'S EXCLUSIVE CUSTOMER SERVICE PROGRAM**

PAY•TEL has led the Industry since 1991 with a Customer Service Department dedicated exclusively to serving the needs of the families and friends who accept calls from inmates. Over the years as the telecom industry has changed, PAY•TEL has created new and innovative calling options (debit, prepaid cards, etc.) for inmates. At the same time, PAY•TEL has created Prepaid Collect and Direct Bill account options with multiple ways to pay for families whose local carrier refuses to bill inmate calls. Our efforts have not gone unnoticed, and we are proud of the level of client trust that we have attained over the years, by providing exceptional customer service to the citizens paying for the calls.

Outstanding customer service requires a daily commitment from all PAY•TEL employees to "go the extra mile" for all our customers. It is the routine procedures, those not usually even seen by our clients or customers that make the difference. Following is an overview of the PAY•TEL Customer Service Program:

**PAY•TEL'S ASSOCIATION WITH THE LOCAL TELEPHONE COMPANIES**

- Pay•Tel led the ITS industry in obtaining Direct Billing Collection Agreements with the local telephone companies in the states we serve.
- PAY•TEL works with all local telephone companies where called parties reside, not just the telephone company in the facility's local area
- Billing Name and Address (BNA) information
- Fraud Control Agreements
- Notification of potential fraudulent activity

**PAY•TEL'S EXCLUSIVE PREPAID COLLECT AND DIRECT BILL ACCOUNTS**

- Direct billing of credit worthy customers
- Prepaid Collect accounts for credit risk customers
- Account set up twenty four hours a day
- *Payments can be made with a credit or debit card over the web or phone. Payments can also be made via Western Union or MoneyGram. Customers can also mail a check or money order to Pay Tel.*
- Monitor high traffic volume to alert the person accepting the calls to the charges accumulated. This limits complaints to the facility from citizens with unwanted phone bills, and it eliminates embarrassing problems for parents when family members accept unwanted calls.

**AUTOMATED CUSTOMER SERVICE PHONE SYSTEM**

Customers may call 1-800-729-8355 to access an Automated Customer Service Phone System available in English and Spanish twenty-four hours a day.

The Automated Phone System can block a phone number, give a rate quote, tell a customer why a number is blocked, assist a customer with opening an account, allow a customer to check an account balance, make a payment on account, learn how to request a refund and follow the voice prompts to speak with a CSR.

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**LIVE CUSTOMER SERVICE ASSISTANCE**

On weekdays from 8:00 a.m. – 8:00 p.m. and Saturdays from 9:00 a.m. – 2:00 p.m. customers can follow the voice prompts on the automated customer service phone system and receive personal assistance.

See attached website FAQ "How to Speak with a Customer Service Representative".

**THE  
PAY•TEL  
DIFFERENCE.****WEEKLY ACCOUNT STATEMENTS**

Prepaid Account and Direct Bill statements are posted on our website or mailed weekly, *at no cost to the customer*, showing customer call activity, call costs, discounts and all additional state and federal regulated charges, as well as payments received and the customers' account balance.

Please see Section III Exhibits: Sample Pay•Tel Weekly Account Statements and LEC Phone Bills.

**THE  
PAY•TEL  
DIFFERENCE.****ENGLISH AND SPANISH WEBSITE**

Customers can open accounts, learn payment options, check account balances, review account weekly statements, edit personal information, make payments on accounts, file requests for refunds, and learn the answers to forty-eight Frequently Asked Questions in five areas of interest:

- First-time Customers
- Accounts
- Payments
- Inmate Phone Service
- Assistance

See attached website FAQ Sections including "How to Request a Refund".

**WEBSITE "CONTACT US" PAGE**

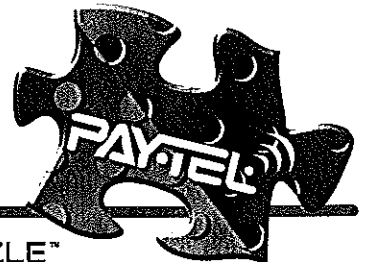
Additionally, customers can get their questions answered by visiting our "Contact Us" page and sending an e-mail to [csr@paytel.com](mailto:csr@paytel.com). CSRs are available to respond to these emails seven days a week during the day and until 10:00 p.m. in the evening.

See attached website "Contact Us" Page.

**THE  
PAY•TEL  
DIFFERENCE.****COMPLAINTS**

Customers can register complaints in several ways:

- Speak with a CSR over the phone to complete a complaint form and forward it to the Customer Relations Manager.
- E-mail a complaint directly to a Customer Relations Manager at [customer.relations@paytel.com](mailto:customer.relations@paytel.com) for response. All complaints are addressed the day of receipt.



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PAY•TEL  
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### WEBSITE "CONTACT PRESIDENT"

Customers may e-mail the President of Pay•Tel, Vincent Townsend, through [president@paytel.com](mailto:president@paytel.com). Each of these e-mails are received, investigated and resolved under direct supervision of Mr. Townsend.

*See attached website Welcome Page where Mr. Townsend provides his e-mail address and invites customers to e-mail him directly with any problems not resolved to their satisfaction.*

THE  
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### BETTER BUSINESS BUREAU

Pay•Tel is the only ITS provider that gives customers a link to the BBB on its website. This link on our Home Page is provided to our customers to assist them in filing a complaint against Pay•Tel if they do not feel we have adequately addressed their concern.



**Pay•Tel has been a BBB Accredited Business since 1987. Pay Tel is the *only* BBB Accredited ITS Provider.** As such, we subscribe to the principals of the BBB and work with them to resolve customer complaints in a timely manner. We have a spotless record of over twenty years satisfactorily resolving customer complaints.

*See attached Better Business Bureau website pages including Pay•Tel's BBB Reliability Profile and Reliability Report.*

THE  
PAY•TEL  
DIFFERENCE

### QUALITY OF SERVICE CUSTOMER SURVEY

Since 2000, Pay•Tel has surveyed its customers to learn what we are doing right and what we need to improve. A link on our website Home Page goes to a PowerPoint presentation that shares the results of our latest 2007 survey.

From this survey, we identified thirty-two customer suggestions (that we are implementing either as improvements or new FAQs) and seven suggestions - we are doing both. Seventeen suggestions are specific improvements to our systems and procedures, and twenty-two are new FAQs to improve our customer's experience using our service.

At Pay•Tel we are constantly looking to improve our service to the families paying for the calls, and we welcome input from our customers every day.

**We were extremely gratified to receive hundreds of compliments similar to the ones below from our Quality of Service Customer Survey:**

*"Thanks for adding the payment and last call made information on the website account page. It helps with confusion about my calls being billed. Also, I greatly appreciate the new discount policy. It's good to know you considered comments on the survey and have improved things for us."*

*KA, Los Angeles, CA*



*"I would like to say that I really like the system, it has made things easier for people like me that do not want there phone bills run up. I have control of how much money I spend and I love that."*

*LeeAnn B., Greenville, SC*

*"I am on a fixed income and was able to save money on each call which helped me to be able to receive more calls and talk more to my husband."*

*Susie K., El Paso, TX*

*"I was happy with the service. I am disappointed that Pay Tel does not service North Carolina prisons. I had much better service with Pay Tel than I am having with the service I now have."*

*Jimmie B., Winston-Salem, NC*

*"With the weekly statements, I knew how many more calls I could get."*

*Betty D., Carthage, NC*

*"Make this company known to more people and let them know how easy it is to use."*

*Addriane P., Calhoun, GA*

*"Actually, I think your service is awesome and I wouldn't change a thing."*

*William R., Jacksonville, FL*

*I suggest that you market to all correctional facilities. I think you are better than XXX, Thanks."*

*Tahiyya L., Wingate, NC*

*"Overall the Pay Tel service was very helpful."*

*Sonji W., Quincy, FL*

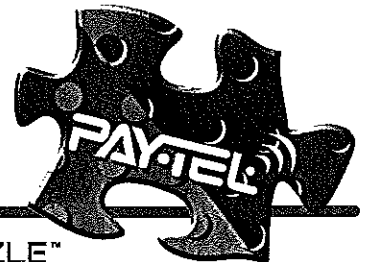
*"I really like Pay Tel, thanks for making a easy way for inmates to call."*

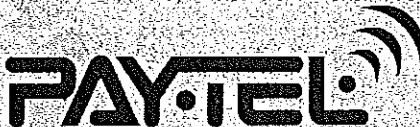
*Veleka J., Athens, Ga*




*"My inmate moved to a Tennessee prison facility. I would gladly go back to Pay Tel if possible."*

*Jane G., Pelham, TN*

*See attached Quality of Service Survey Results – 2007.*





 CUSTOMER LOGIN  
 IN ENGLISH  
 EN ESPAÑOL

[WELCOME](#)   [CUSTOMER CALLING PLANS](#)   [PAYMENT OPTIONS](#)   [FREQUENTLY ASKED QUESTIONS](#)   [CONTACT US](#)

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## FREQUENTLY ASKED QUESTIONS

---

[FAQ Home](#) > [First Time Customers](#) > [PayTel Accounts](#) > [Payments](#) > [Inmate Phone System](#) > [Assistance](#)

**How do I block my number?**

**How can I speak with a customer service representative?**

**How can I get assistance online with a "Live Chat" with a CSR?**

**Do you provide answers to FAQ on the Automated Customer Service Phone System?**

**How do I file a complaint if I am not satisfied with the service I receive?**

**HOW DO I SPEAK WITH A CUSTOMER SERVICE REPRESENTATIVE?**

When calling our 1-800-729-8355 you are reaching our Automated Customer Service Phone System available 24 hours a day to assist you with the following: learn why your number is blocked, unblock a number, open an account, check your account balance, confirm a payment has been received, get a rate quote or request a refund. If you need further assistance, please follow the voice prompts to speak with a Customer Service Representative Monday – Friday 8 AM – 8 PM and Saturday 9:00 AM – 2:00 PM.

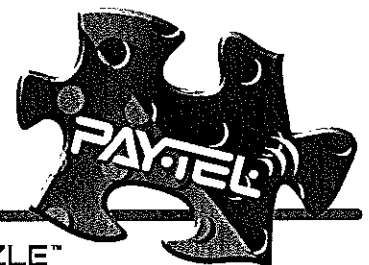
To access information, press 1 for English or 2 for Spanish, press 1 again and you will be asked to enter your ten digit phone number with area code and your six digit Personal Identification Number or PIN you create when you open an account directly with Pay Tel. Based on whether you are a first time caller or you already have an account directly with Pay Tel you will be directed to a series of voice prompts in one of three sub menus to assist you. After receiving assistance from our Automated Customer Service Phone System if you still need to speak with a Customer Service Representative, the last voice prompt in each sub menu will connect you to a Customer Service Representative.

The fastest way for you to check your account balance, confirm a payment has been received, learn why your number is blocked, get a rate quote or request a refund is to dial 1-800-729-8355 and follow the voice prompts in the Automated Customer Service Phone System.

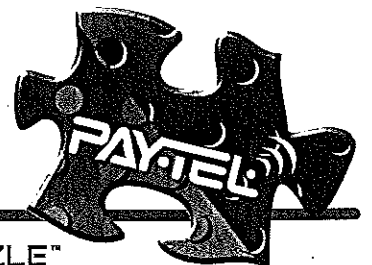
Please note that Customer Service Representatives will not have any more current information than what is available to you through the Automated Customer Service Phone System. If you hold for a Customer Service Representative and your request is for an account balance or payment confirmation, why a number is blocked, rate quote or refund request you will be referred back to the Automated Customer Service Phone System for the most current information.

The fastest way to make a payment over the phone with a credit or check/debit card is to dial our Automated Payment Hotline at 1-866-583-8175. Please note: Our Automated Payment Hotline is provided by a third party payment provider and is for payments only and does not provide access to a Pay Tel Customer Service Representative.

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Account #: XXXXXXXXXX  
Page 1

Statement #: 1426277  
Date: 03/05/2008

THIS IS NOT A BILL

<b>FAMILY CONNECTION CALLING PLANS<sub>TM</sub></b>	
DISCOUNTS ARE BASED ON YOUR PAYMENT AFTER DEDUCTING ANY OUTSTANDING BALANCE	
<b>STATE-TO-STATE CALLING PLAN</b>	<b>IN-STATE CALLING PLAN</b>
\$25 Payment = Save 5%	\$25 Payment = Save 4%
\$50 Payment = Save 10%	\$50 Payment = Save 6%
\$100 Payment = Save 20%	\$100 Payment = Save 8%
\$200 Payment = Save 30%	\$150 Payment = Save 10%
\$300 Payment = Save 40%	

<u>Previous Balance</u>	<u>Plus Payments Received</u>	<u>Less Current Charges</u>	<u>Ending Balance</u>
22.25	0.00	-20.00	2.25

**Operator Assisted Collect Calls:**

Date	Time	Min.	Location	St.	Rate	Discount	Charge
27-Feb-08	0907 pm	08	Greenville Co. Annex	SC	1.45	6%	1.36
27-Feb-08	0916 pm	02	Greenville Co. Annex	SC	1.20	6%	1.13
27-Feb-08	0919 pm	05	Greenville Co. Annex	SC	1.20	6%	1.13
27-Feb-08	1010 pm	10	Greenville Co. Annex	SC	1.45	6%	1.36
27-Feb-08	1044 pm	10	Greenville Co. Annex	SC	1.45	6%	1.36
28-Feb-08	0953 pm	10	Greenville Co. Annex	SC	1.45	6%	1.36
28-Feb-08	1048 pm	04	Greenville Co. Annex	SC	1.20	6%	1.13
29-Feb-08	0945 pm	10	Greenville Co. Annex	SC	1.45	6%	1.36
01-Mar-08	0913 pm	10	Greenville Co. Annex	SC	1.45	6%	1.36
02-Mar-08	0913 pm	08	Greenville Co. Annex	SC	1.45	6%	1.36
03-Mar-08	1041 pm	10	Greenville Co. Annex	SC	1.45	6%	1.36
04-Mar-08	0947 pm	07	Greenville Co. Annex	SC	1.45	6%	1.36
04-Mar-08	0954 pm	10	Greenville Co. Annex	SC	1.45	6%	1.36
04-Mar-08	1044 pm	04	Greenville Co. Annex	SC	1.20	6%	1.13

**TOTAL DISCOUNT  
THIS INVOICE I**

\$1.18

\*Calls are discounted individually  
at the time of the call.

Subtotal After Discount	18.12
SC LICENSE TAX	0.00
SC UNIVERSAL SERVICE CHARGE	0.66
LOCAL BUSINESS LICENSE TAX	0.14
STATE SALES TAX	1.08
Total Current Charges	\$20.00



**WE'RE HERE TO HELP YOU STAY CONNECTED™****MINIMUM PAYMENT \$25.**

Payments are posted and blocks are removed periodically throughout the day.

**ON THE INTERNET**

The fastest way to open an account or add funds to an existing account is to use a Visa, MasterCard, Check Card, or Check on our website [www.paytel.com](http://www.paytel.com).

**BY PHONE**

An account may be opened or funds added to an existing account with a Visa, MasterCard or Check Card by calling Pay-Tel's Automated Phone System at 1-800-PAY-TELL (1-800-729-8355) 24 hours a day. To make a payment with a check, you must visit our website at [www.paytel.com](http://www.paytel.com) to complete an Account Application. Once your name and address is on file, you can make additional payments with a check on our Automated Phone System.

To save time, you can call our Payment HOTLINE at 1-866-583-8175 24 hours a day.

**MONEYGRAM OR WESTERN UNION QUICK COLLECT**

An account may be opened or funds added to an existing account using cash by visiting the nearest MoneyGram or Western Union location. A blue payment form will need to be completed with the following information:

Your ten digit phone number will be your account number!

MoneyGram		Western Union Quick Collect	
Fee:	\$5.50 at Wal-Mart	Fee:	\$9.95
Receive Code:	4238	Pay To:	Pay-Tel
Pay To:	Pay-Tel	Code City:	Pay-Tel
City, State:	Greensboro, NC	State:	NC
Account Number:	Your 10-Digit Phone Number	Account Number:	Your 10-Digit Phone Number

**CHECK OR MONEY ORDER**

When sending a payment through the mail, customers must include with the payment: their first and last name, address, drivers license number and state, the ten-digit phone number where collect calls are to be received, and a six-digit (cannot start with zero) Personal Identification Number or PIN they must create to access the account in the future. The PIN should be written down and kept in a secure location.

*The minimum payment is \$25. All personal checks are verified through Telecheck before processing.*

Please mail payment to: Pay-Tel Communications, PO Box 19290, Greensboro, NC 27419.

**HOW TO CHECK AN ACCOUNT BALANCE**

Friends and family can check their account balance 24 hours a day by visiting our website at [www.paytel.com](http://www.paytel.com) or by calling 1-800-PAY-TELL (1-800-729-8355) to use our automated phone system. You can view your account statement each week by visiting our website. GOT QUESTIONS? Click on "Frequently Asked Questions" on our website, or call our Automated Phone System at 1-800-PAY-TELL (1-800-729-8355) to learn about our calling plans.

After you are no longer receiving collect calls from an inmate, any unpaid balance owed to Pay-Tel will need to be paid within 30 days. Any unpaid balance after 30 days will be sent to a collection agency.

**THEFT OF TELECOMMUNICATIONS SERVICES**

The theft of telecommunications services is a crime. Pay-Tel Communications, Inc. reserves the right to block calls to persons that do not pay for services and to prosecute individuals that attempt to steal these services.

*Phone calls placed from most jails are recorded and subject to monitoring at any time.*

*Pay-Tel Communications, Inc. does not discriminate creditworthiness on the basis of sex, marital status, race, national origin, religion or age.*



Account #: XXXXXXXXXX  
Page 1

Invoice #: 1426480  
Bill Date: 03/05/2008

NAME  
STREET ADDRESS  
CITY, STATE, ZIP

### FAMILY CONNECTION CALLING PLANS<sup>TM</sup>

DISCOUNTS ARE BASED ON YOUR PAYMENT AFTER DEDUCTING ANY OUTSTANDING BALANCE

#### STATE-TO-STATE CALLING PLAN

\$25 Payment = Save 5%  
\$50 Payment = Save 10%  
\$100 Payment = Save 20%  
\$200 Payment = Save 30%  
\$300 Payment = Save 40%

#### IN-STATE CALLING PLAN

\$25 Payment = Save 4%  
\$50 Payment = Save 6%  
\$100 Payment = Save 8%  
\$150 Payment = Save 10%

<u>Previous Balance</u>	<u>Plus Payments Received</u>	<u>Less Current Charges</u>	<u>Ending Balance</u>
-3.31	50.00	-48.23	-1.54

#### Operator Assisted Collect Calls:

Date	Time	Min.	Location	SL	Rate	Discount	Charge
29-Feb-08	0454 pm	03	Greenville Co. Jail	SC	3.49	6%	3.28
29-Feb-08	0830 pm	10	Greenville Co. Jail	SC	5.80	6%	5.45
29-Feb-08	0918 pm	08	Greenville Co. Jail	SC	5.14	6%	4.83
01-Mar-08	0902 pm	10	Greenville Co. Jail	SC	5.80	6%	5.45
01-Mar-08	0917 pm	10	Greenville Co. Jail	SC	5.80	6%	5.45
02-Mar-08	0927 am	10	Greenville Co. Jail	SC	5.80	6%	5.45
02-Mar-08	0939 am	10	Greenville Co. Jail	SC	5.80	6%	5.45
02-Mar-08	0951 am	10	Greenville Co. Jail	SC	5.80	6%	5.45
03-Mar-08	1022 am	09	Greenville Co. Jail	SC	5.47	6%	5.14

#### TOTAL DISCOUNT THIS INVOICE !

\$2.95

\*Calls are discounted individually  
at the time of the call.

Subtotal After Discount	45.95
SC LICENSE TAX	0.16
SC UNIVERSAL SERVICE CHARGE	1.69
LOCAL BUSINESS LICENSE TAX	0.43
Total Current Charges	\$48.23



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Fee:	\$5.50 at Wal-Mart	Fee:	\$9.95
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Pay To:	Pay-Tel	Code City:	Pay-Tel
City, State:	Greensboro, NC	State:	NC
Account Number:	Your 10-Digit Phone Number	Account Number:	Your 10-Digit Phone Number

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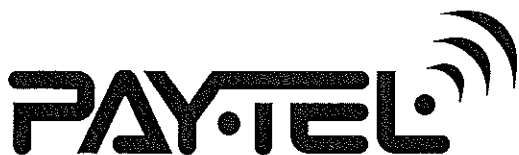
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\*\* Pay Tel Communications, Inc. \*\*

PAYTEL COMMUNICATIONS

Page 180

Account Number: 336

154 1910

Bill Period Date: Nov 13, 1999



For Pay Tel Communications, Inc. Billing Questions, Call 1 800 729-8355

## Detailed Statement of Regulated Charges

## Itemized Calls

336

Service Provider - PAY TEL COMMS INC

## Collect Calls

Date	Called From	Number	Rate	Time	Min	Amount
1. 10/06	HEMBERRY SC	803 276-9394	ADS	02:41PM	1	3.76
2. 10/06	HEMBERRY SC	803 276-8321	ADS	03:12PM	1	3.76
3. 10/08	HIGH POINT NC	336 841-9882	BDS	10:21AM	2	1.79
4. 10/08	HIGH POINT NC	336 841-9883	BDS	10:25AM	10	2.91
5. 10/08	HIGH POINT NC	336 841-9874	BDS	10:38AM	2	1.79
Total Collect Calls .....						14.01
Total Charges for 336 852-6753 .....						14.01
The above total does not include the following taxes:						
Federal Tax .....						\$0.42
State/Local Tax .....						\$0.42
Total Itemized Calls .....						14.01

## Taxes

## Taxes on Regulated Services

	Amount
6. Federal Tax .....	.42
7. State Tax - 6.5% .....	.42
Total Taxes on Regulated Services .....	.84

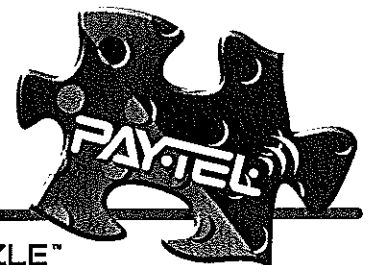
Total Pay Tel Communications, Inc. Current Regulated Charges .... 14.85

\* Taxes and Rates Applied - See Back of First Page

This portion of your bill is provided as a service to Pay Tel Communications, Inc.

HY A008571

(continued)▶





TELEPHONE NUMBER 919

Customer ID

PAGE 11 OF 12

BILL DATE

March 28, 1997

Pay Tel billing  
inquiries call  
1 800 729-8355

**LONG DISTANCE CALLS** (continued)

Billing for Pay Tel

**Pay Tel Regulated Services****Regulated Calls****Operator Assisted Calls**

Date	Time	Called from	Called to	Type*	Period	Min.	Amount
1 Feb 27	3:00 pm	919 829-0048 Raleigh NC	Durham NC	Col	Day	10	\$ .95
2 Feb 27	4:00 pm	919 644-6471 Hillsborgh NC	Durham NC	Col	Day	10	2.71
3 Feb 27	5:00 pm	919 644-6471 Hillsborgh NC	Durham NC	Col	Eve	15	2.87
4 Feb 27	6:00 pm	704 481-1104 Shelby NC	Durham NC	Col	Eve	10	4.45
5 Feb 27	7:00 pm	704 481-1104 Shelby NC	Durham NC	Col	Eve	15	5.55
6 Feb 27	8:00 pm	803 252-6326 Columbia SC	Durham NC	Col	Eve	10	5.65
7 Feb 27	9:00 pm	803 252-6326 Columbia SC	Durham NC	Col	Eve	15	6.45
<b>Total</b>							<b>\$ 28.63</b>

\*Opr = operator dialed call  
Col = collect call

3rd = third party call  
Spl = special collect call

**Taxes and Fees on Pay Tel Regulated Services**

	Amount
8 Federal excise tax (3.00% of \$28.63)	\$ .86
9 State tax (6.50% of \$16.53)	1.07
<b>Total</b>	<b>\$ 1.93</b>

**Pay Tel regulated service charges** **\$ 30.56**

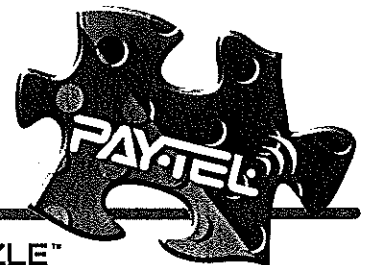
**Total long distance Pay Tel** **\$ 30.56**

T= 11

14 1013

760105 02 02 NC210\*HBRDA1

00021221 3B0000169807





POST OFFICE BOX 1269  
LEXINGTON, NC 27293-1269  
www.lexcominc.net  
(336) 249-9901

Customer Name: \_\_\_\_\_  
Account Number: 956-\_\_\_\_\_  
Voice Response Pin#: 0000  
Bill Date: 3/08/05  
Due Date: 3/23/05

PAGE 7

### LEXCOM LONG DISTANCE

Failure to pay these long distance charges may result in having your long distance service blocked. Your local telephone service cannot be disconnected for nonpayment of long distance charges; however, the providers of long distance may interrupt long distance service and may pursue collection of unpaid charges. LEXCOM may also block your ability to place long distance calls, except for calls to toll free 8XX numbers.

FOR BILLING INQUIRIES CALL 336-249-9901 OR 888-234-1663

FEDERAL TAX  
NC TOLL TAX

.27  
.54

LEXCOM LONG DISTANCE TOTAL

\$9.88

THANK YOU FOR USING LEXCOM LONG DISTANCE.  
QUALITY SERVICE AT COMPETITIVE RATES.

### AOS TOLL PAYTEL LONG DISTANCE

Failure to pay these long distance charges may result in having your long distance service blocked. Your local telephone service cannot be disconnected for nonpayment of long distance charges; however, the providers of long distance may interrupt long distance service and may pursue collection of unpaid charges. LEXCOM may also block your ability to place long distance calls, except for calls to toll free 8XX numbers.

FOR BILLING INQUIRIES CALL 800-729-8355

DATE	TIME	PLACE CALLED	NUMBER CALLED	CLASS/TYPE	PLAN	MINUTES	AMOUNT
2-03	1:07P	HIGH PO NC	336-841-9876	D / 4		10	4.85
2-04	12:08P	HIGH PO NC	336-841-9883	E / 4		10	4.85
2-04	12:18P	HIGH PO NC	336-841-9883	E / 4		10	4.85
2-07	1:44P	HIGH PO NC	336-841-9884	D / 4		10	4.85
2-07	1:55P	HIGH PO NC	336-841-9884	D / 4		10	4.85
2-09	10:07P	HIGH PO NC	336-841-9884	E / 4		10	4.85
2-09	10:20P	HIGH PO NC	336-841-9874	E / 4		10	4.85
2-11	1:08P	HIGH PO NC	336-841-9877	D / 4		10	4.85
2-11	1:19P	HIGH PO NC	336-841-9885	D / 4		10	4.85
2-11	8:05P	HIGH PO NC	336-886-9683	E / 4		10	4.85
2-12	12:19P	HIGH PO NC	336-841-9876	N / 4		10	4.85
2-13	10:00P	HIGH PO NC	336-841-9882	E / 4		10	4.85

AOS TOLL - 00917 PAYTEL (800)729-8355 FOR 956-

58.20

FEDERAL TAX  
NC TOLL TAX

1.75  
3.49

AOS TOLL TOTAL

63.44

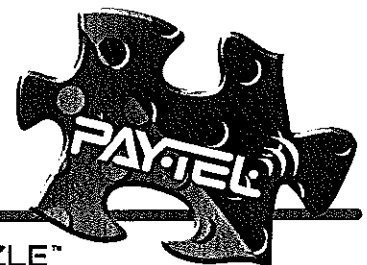
### LEXCOM LOCAL SERVICE (NON-REG)

Failure to pay these non-regulated local service charges may result in having these services restricted. Your local telephone service or other regulated services cannot be disconnected for failure to pay charges for non-regulated services; however, the providers of those non-regulated services may interrupt those services and may pursue collection of unpaid charges.

FOR BILLING INQUIRIES CALL 336-249-9901 OR 888-234-1663

BASIC WIRE COVERAGE

AMOUNT  
3.99



ACCOUNT NUMBER 884- BILLING DATE 03/21/05 PAGE 2

Federal Tax on	30.14	.91	.00
Sales Tax on	29.41	1.77	.00

TOTAL Regulated Local Service	33.17	.00
-------------------------------	-------	-----

Failure to pay these Regulated Local Service charges may result in disconnection of local service.

## NONREGULATED SERVICE DETAIL FOR MAR 21 THRU APR 20

QTY	DESCRIPTION	NONREGULATED	ADJ/OCC
1	SDSL Equipment Promo	.00	.00
1	ExpressNet Lite-1 mo free	29.95CR	.00
1	E911 Surcharge-High Pt *	.30	.00
1	ExpressNet Lite	29.95	21.39
1	RES Protection Plan	1.95	.00
1	Telecomm Relay Srvc *	.11	.00
1	Internet-Unlimited Access	21.95	.00
1	SDSL V/D Set Up	95.00	.00
1	SDSL V/D Set UP Cr	95.00CR	.00
	Federal Tax on	.11	.00
TOTAL Nonregulated Service		24.31	21.39

Your local telephone service or other regulated services cannot be disconnected for failure to pay charges for nonregulated services. However, the providers of these nonregulated services may interrupt the services and may pursue collection of unpaid charges.

## LONG DISTANCE SERVICE DETAIL

DATE	PLACE CALLED	TELEPHONE NO	MIN	C	T	P	TIME	AMOUNT
Calls via PAY-TEL COMM INC.								
02-03	HIGH POINT NC	336-884-8293	8	3	4	3	102 A	1.03
	from HIGH POINT NC	336-841-9874						
02-03	HIGH POINT NC	336-884-8293	10	3	4	1	109 P	1.03
	from HIGH POINT NC	336-886-9683						
02-04	HIGH POINT NC	336-884-8293	10	3	4	1	309 P	1.03
	from HIGH POINT NC	336-886-9682						
02-07	HIGH POINT NC	336-884-8293	6	3	4	1	155 P	1.03
	from HIGH POINT NC	336-841-9876						
02-08	HIGH POINT NC	336-884-8293	4	3	4	2	1213 P	1.03
	from HIGH POINT NC	336-841-9874						
02-11	HIGH POINT NC	336-884-8293	10	3	4	1	103 P	1.03
	from HIGH POINT NC	336-886-9682						

TOTAL Calls via PAY-TEL COMM INC.	6.18
-----------------------------------	------

AZJ 504490 00002-00004

www.northstate.net



in motion

Customer Service  
336-886-3603

P.O. Box 612 - High Point - North Carolina - 27261

ACCOUNT NUMBER 884- BILLING DATE 03/21/05 PAGE 3

## LONG DISTANCE SERVICE TOTAL

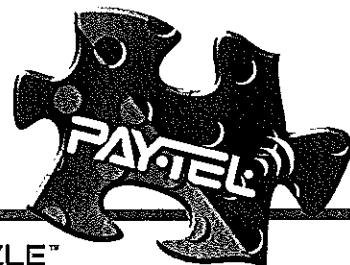
Total Calls via PAY-TEL COMM INC.	6.18
Total Federal Tax	.19
Total NC Sales Tax	.19
Total Long Distance Charges	6.56

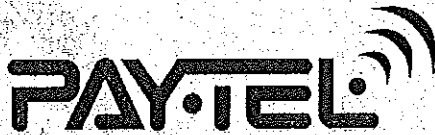
Failure to pay Long Distance charges may result in having your long distance service blocked. Your local telephone service cannot be disconnected for nonpayment of these charges. However, the provider of long distance may interrupt long distance service and may pursue collection of unpaid charges. North State Communications may also block your ability to place long distance calls, except for calls to toll free 8xx numbers.

Some long distance messages listed on this bill may have been processed by billing agents for certified North Carolina long distance carriers. Inquiries concerning these messages or the long distance carrier may be directed to the toll free numbers shown below or to your local North State Communications business office.

PAY-TEL COMM INC.

800-729-8355





WELCOME    CUSTOMER CALLING PLANS    PAYMENT OPTIONS    FREQUENTLY ASKED QUESTIONS    CONTACT US

## FREQUENTLY ASKED QUESTIONS

FAQ Home > First Time Customers > PayTel Accounts > Payments > Inmate Phone System > Assistance

What is the most economical way to open an account quickly?

How can I learn about Prepaid Account call discounts?

How can I check my account balance?

How do I unblock a number?

Will I get an account statement?

How do I check my account statements?

Why is account balance information on the Automated Customer Service Phone System and the "My Account" page on the Web not real time?

Does Pay Tel have a way for customers to avoid interruptions in service by authorizing additional automatic payments?

Can I add a second number to my account?

Can I access an account on the website when it was opened over the phone on the Payment Hotline?

How does Pay Tel notify customers when an account balance is low?

Will I get credit for dropped calls?

How do I request a refund?

### HOW DO I REQUEST A REFUND?

A customer is entitled to a refund for any funds that are not used at the time the account is closed. A written request for refund shall indicate that a customer desires to close his or her account. Please include your name, address and phone number with area code, Personal Identification Number, and your method of payment.

Refunds will be made in the same manner as we received your payments. Example: Credit Card or Check/Debit Card payments will be credited back to your card; check by phone payments, Western Union, MoneyGram and any payments received through the mail will be refunded by a PAY-TEL check.

All refund request must be submitted in writing.

- [Online Request Refund Form](#)
- [Download Printable Request Refund Form](#)

Please send your written request for refunds to:

Mall	Online Form	Fax
PAY-TEL Communications, Inc. Attn: Refund Request PO Box 19290 Greensboro, NC 27419	<a href="#">Click Here For A Refund Request Form.</a>	1(800)776-8423  Subject: Refund Request

**Refunds are processed within ten to fifteen business days.**

If any PAY-TEL collect calls were billed on your local telephone bill, we will need to receive verification from your local telephone company, that these charges have been paid before a refund is issued.

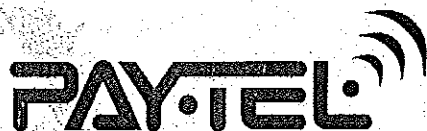
After you allow 2-3 days for us to receive your refund request through the mail, and then if necessary ask your local telephone company representative to call us at 1(800) 729-8355. Tell the representative to press 1 for English (2 for Spanish), then press 1 again, enter your ten digit phone number and they will be transferred to a Customer Service Representative.

As an alternative, you can fax **ALL PAGES** of your most recent phone bill to 1(800)776-8423 showing a paid up balance.

Once we receive verification that all PAY-Tel collect calls from all phone numbers associated with you and your service address have been paid, your refund will be processed within ten to fifteen business days.

© 2006 Pay-Tel Communications, Inc., Greensboro, NC 27419 | [Privacy Policy](#) | [Terms of Use](#)





WELCOME

CUSTOMER CALLING PLANS

PAYMENT OPTIONS

FREQUENTLY ASKED QUESTIONS

CONTACT US



## CONTACT US

**GOT A QUESTION?** Your answer may be in our Frequently Asked Questions Section, click here

If you still have a question please complete the Contact Form below. You should receive a response in a timely manner during weekdays.

For information on How To Speak With A Customer Service Representative, click here

**Pay-Tel Communications, Inc.**  
P.O. Box 19290  
Greensboro, NC 27419

**Fax:**  
1-800-776-8423  
1-336-854-0496

**Email:** Customer Service Representative  
Contact CSR

**Phone:**  
1-800-PAY-TELL  
1-800-729-8355

*"Every time I contact Pay-Tel, customer service is very helpful. Please keep up the good work, I would like to thank each and everyone."*

SR - Greensboro, NC

### ONLINE CONTACT FORM

\* First Name:

\* Last Name:

\* Email Address:

\* Phone Number:

[ACCOUNT NUMBER]

PIN:

[SIX DIGIT NUMBER]

\* Please provide a brief explanation of your issue and how I can assist you.

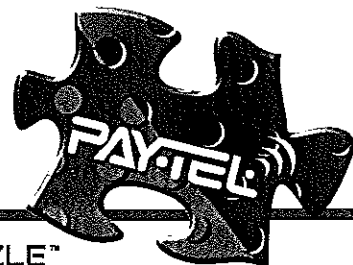
\* Mandatory fields -  
Must be Completed

[Send Message](#)

**Disclaimers:** PAY-TEL Communications, Inc. reserves the right without notice to its customer and in its sole discretion to modify or amend any or all of its policies.

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© 2006 Pay-Tel Communications, Inc., Greensboro, NC 27419 | Privacy Policy | Terms of Use



CUSTOMER  
LOG ININ  
ENGLISHEN  
ESPAÑOL

WELCOME

CUSTOMER CALLING PLANS

PAYMENT OPTIONS

FREQUENTLY ASKED QUESTIONS

CONTACT US



## WELCOME TO PAY-TEL

Dear Customer:

We recognize that right now is a difficult time in your life as you deal with having a loved one or a friend in jail. Our goal is to make communicating with this individual convenient and reasonably priced.

If you currently use a cell phone, cable phone or a competitive local phone company (i.e., not the prevailing local phone company for your area), these carriers do not allow inmate collect calls to be billed to your number. If you have accepted a high number of collect calls, you may have reached the billing limit that is allowed with your local phone company.

PAY-TEL has worked hard to develop quick and easy options for you to open an account with us so your ability to receive calls will not be interrupted. We have Family Connection Calling Plan™ Prepaid Accounts where you will *receive a discount on every call*. See our Family Connection Calling Plan™ Prepaid Account discounts on the Payment Options Page to learn how to receive the maximum discount on all your calls.

We also have an account option where we will bill you for calls. We accept payments with Visa, MasterCard, Check/Debit Card, Check, MoneyGram and Western Union Qu Collect.

Our goal is to respect every customer and provide quick, courteous service to all our customers. If you should ever have a problem with our service that is not resolved to your satisfaction, please contact me directly by clicking Contact President and filling the contact form. Please include your account number (phone number) and your PIN so that I may review your account.

Additionally, if you have a suggestion on how we can better serve you, please email me with your thoughts. We are always looking for ways to improve our service, and we appreciate the input we receive from our customers.



Thank you for the opportunity to serve you.

Sincerely,

Vincent Townsend  
President, Pay-Tel Communications, Inc

**CONTINUE TO CUSTOMER CALLING PLANS >>**



**BBBONLINE®**

### BBBOnLine Participation Confirmed For Pay Tel Communications, Inc.

Pay Tel Communications, Inc. meets all BBBOnLine participation and Better Business Bureau membership standards and is authorized to display the BBBOnLine trustmark.

- This company has been in business since 04/01/1986
- This company became a Better Business Bureau member on 01/01/1997
- This company was approved for BBBOnLine's trustmark on 08/26/2006

[BBB Report on Company](#) [BBB OnLine Program Standards](#)

This BBBOnLine trustmark, and the commitments that this seal signifies, pertain only to Pay Tel Communications, Inc. The seal does not pertain to any organizations that may be listed, featured or advertised on this website, including independent franchises.

To confirm legitimate participation in BBBOnLine's Program check the location (address) box. Make sure that the URL of this page begins with "http://www.bbbonline.org". If not, please contact BBBOnLine at [bbbonline@bbb-bbb.org](mailto:bbbonline@bbb-bbb.org)

Have a problem or a complaint with a BBBOnLine program participant? [Tell us about it here](#)

You may see two different styles of BBBOnLine trustmarks. BBB is transitioning from the BBBOnLine Reliability mark to the BBB Accredited Business mark on the web. Both are legitimate if properly linked to a BBB confirmation page, like this one.

Accurate as of 3/3/2008 10:50:23 AM EST



**BBB A Better Business Bureau® Program**  
**BBBONLINE®**

**BBBOnLine Reliability Profile: Pay Tel Communications, Inc.**

<b>Company/Organization Information:</b>	P.O. Box 19290 Greensboro, NC 27419 Phone: 800-729-8355 Fax: 800-776-8423 Email: <a href="#">Click here</a>
<b>Description of Product &amp; Services Offered:</b>	Pay Tel communications, Inc. offers inmate phone service to county/city confinement facilities in the southeastern United States.
<b>Company Website(s)</b>	<a href="http://www.paytel.com">www.paytel.com</a>
<b>Business Start Date:</b>	4/1/1986
<b>Bureau Join Date:</b>	1/1/1987
<b>Company Management:</b>	Vincent Townsend (President)
<b>Customer Service Contact:</b>	Debbie Jones (Customer Service Manager) Phone: 800-729-8355 Email: <a href="#">Click here</a>

As a BBBOnLine Reliability Participant, this company is a member of the Better Business Bureau, and meets all BBB membership standards. It also complies with BBBOnLine standards including the Code of Online Business Practices. The company has agreed to work with its customers and the BBB to resolve complaints that might arise. Should you have a problem with the business, use the form at [www.bbb.org](http://www.bbb.org) to tell us. As a matter of policy, the Better Business Bureau does not endorse any product, service or company. BBB reports are provided solely to assist you in your own best judgment. BBB reports are subject to change at any time.

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**Better Business Bureau**  
**Start With Trust™**  
 In Central North  
 Carolina/Greensboro

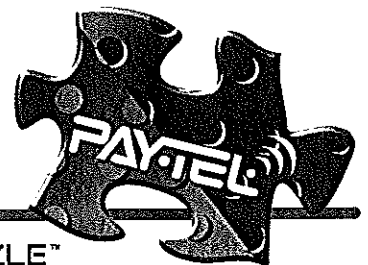
Find information you're looking for:

**BBB Reliability Report for**  
**Pay Tel Communications, Inc.**

A BBB Accredited business since 01/01/1987.

**BBB**  **ACCREDITED BUSINESS**

**For Consumers**  
[Check Out a Business or Charity](#)  
[Complaints](#)  
[Resource Library](#)



## Services

Find a BBB



Name: Pay Tel Communications, Inc.

Phone: (800) 729-8355

Fax: (800) 776-8423

Address: P.O. Box 8179

Greensboro, NC 27419-0179

Yahoo Map Website: [www.paytel.com](http://www.paytel.com) 

Original Business Start Date: April 1986

Local Start Date: June 1986

Principal: Ms. Debbie Jones, Customer Service Manager

Customer Contact: Ms. Debbie Jones, Customer Service Manager -  
(800) 729-8355

Employees: 41

TOB Classification: Phone Services - Inmate

BBB Accreditation: This organization is a BBB Accredited business.

## BBB Accreditation Status

This company has been a BBB Accredited business since January 1987. This means it supports the BBB's services to the public and meets our BBB Accreditation standards.

## Program Participation

This company has agreed to use special procedures including arbitration, if necessary, to resolve disputes through their participation in the following programs: BBB Accreditation Identification, BBBOnLine.

## Nature Of Business

This company offers inmate phone services to confinement facilities in the southeastern United States.

## Customer Experience

Based on BBB files, this company has a satisfactory record with the BBB. To have a Satisfactory Record with the BBB, a company must be in business for at least 12 months, properly and promptly address matters referred to it by the BBB, and be free from an unusual volume or pattern of complaints and law enforcement action involving its marketplace conduct. In addition, the BBB must have a clear understanding of the company's business and no concerns about its industry.

When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

The BBB processed a total of 29 complaints about this company in the last 36 months, our standard reporting period. Of the total of 29 complaints closed in 36 months, 17 were closed in the last year.



Billing or Collection Issues

Resolved

- 2 - Company resolved the complaint issues. The consumer acknowledged acceptance to the BBB.
- 4 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Administratively Closed

- 1 - BBB determined that despite the company's reasonable effort to address complaint issues, the consumer remained dissatisfied.
- 1 - BBB determined the company made a reasonable offer to resolve the issues, but the consumer did not accept the offer.

Service Issues

Resolved

- 3 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Administratively Closed

- 2 - BBB determined the company made a reasonable offer to resolve the issues, but the consumer did not accept the offer.

Customer Service Issues

Resolved

- 1 - Company resolved the complaint issues. The consumer acknowledged acceptance to the BBB.
- 9 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Product Issues

Resolved

- 1 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Refund or Exchange Issues


Resolved

- 2 - Company resolved the complaint issues. The consumer acknowledged acceptance to the BBB.
- 2 - Company addressed the complaint issues. The consumer failed to acknowledge acceptance to the BBB.

Administratively Closed

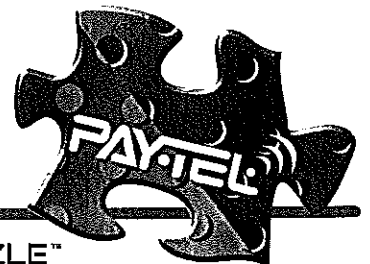
- 1 - BBB determined the company made a reasonable offer to resolve the issues, but the consumer did not accept the offer.



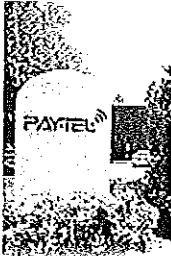


## QUALITY OF SERVICE CUSTOMER SURVEY RESULTS 2007

<p><b>Survey Home</b></p> <p><b>Survey Results</b></p> <ul style="list-style-type: none"> <li>• Prepaid Accounts</li> <li>• Automated Phone System</li> <li>• Customer Service Representatives</li> <li>• Website</li> <li>• Contact Us At <a href="mailto:csr@paytel.com">csr@paytel.com</a></li> <li>• Inmate Phone Service in Jails</li> </ul> <p><b>Pay-Tel's Response</b></p> <ul style="list-style-type: none"> <li>• Actions Taken</li> <li>• \$3200 Paid For Suggestions Used</li> </ul> <p><b>Next Survey</b></p> <ul style="list-style-type: none"> <li>• Participate in the Upcoming Pay-Tel Survey and You Could Earn \$1000!</li> </ul>	<ul style="list-style-type: none"> <li>• Customer Preferences</li> <li>• Customer Benefits</li> <li>• Customer Experiences</li> <li>• What Pay-Tel is doing to address our customer suggestions and concerns</li> </ul> <div style="text-align: center; padding: 10px;"> <p><b>\$3200 Paid To Customers For Suggestions Used</b></p> <p><b>Watch For Our Upcoming 2008 Survey</b></p> <p>"Thanks for adding the payment and last call made information on the website account page. It helps with confusion about my calls being billed. Also, I greatly appreciate the new discount policy. It's good to know you considered comments on the survey and have improved things for us."</p> <p style="text-align: right;">KA, Los Angeles, CA</p> </div>
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CLIENTEIN  
ENGLISHEN  
ESPAÑOL

## BIENVENIDOS A PAY TEL COMUNICACIONES

## CELEBRANDO 20 AÑOS 1986- 2006

PAY-TEL Comunicaciones, Inc. es el líder de Servicios Telefónicos a presos proporcionando servicio a cárceles en el sureste de los Estados Unidos por veinte años.

FAMILIA  
Y  
AMIGOS

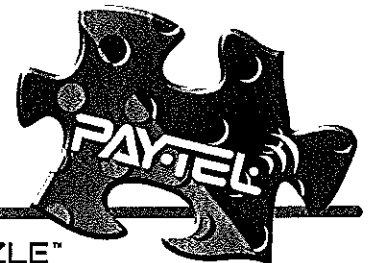
**PARA LA FAMILIA Y AMIGOS** - PAY-TEL ha tenido un Departamento de Servicio al Cliente desde 1991 dedicado a atender las necesidades a los familiares y amigos quienes aceptan llamadas por cobrar de los presos. Sobre los años con los cambios que a hecho la industria telecomunicativa PAY-TEL a seguido con nuevas e innovadoras maneras y opciones de llamadas (tarjetas prepagadas, de débito, etc.) para presos. Para familias cuales tienen una compañía telefónica local que niegan el facturamiento de llamadas de presos, PAY-TEL a creado pagos prepagados directos y facturamiento directo de cuenta con múltiples opciones de pago.

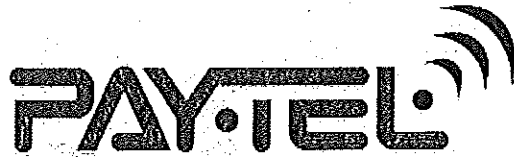
CARCELES CENTROS  
PENITENCIARIOS

**PARA CENTROS PENITENCIARIOS** - PAY-TEL se dedica a proporcionar el servicio telefónico de más alta calidad y confiable para presos a los centros penitenciaros o cárceles donde funcionamos y le damos servicios. Nuestra incomparable historia del servicio al cliente por 20 años es prueba que honramos nuestras comisiones para proveer la mejor calidad de servicio tecnológico.



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BIENVENIDA PLANES PARA LLAMADAS PARA CLIENTES OPCIONES DE PAGO PREGUNTAS FRECUENTES CONTACTARNOS



## BIENVENIDOS A PAYTEL

Estimado cliente:

Reconocemos que ahora es un momento difícil en su vida por tener a un ser amado o un amigo en la cárcel. Nuestra meta es mantenerlo en comunicación con el individuo a un precio razonable y conveniente.

Tienes un celular, teléfono con tu compañía de cable o una compañía competitiva telefonica ( es decir que provee el servicio en su area), la mayoría de estos portadores no permiten a presos hacer llamadas por cobrar y facturar a su número de teléfono. Si has aceptado un alto número de llamadas por cobrar, puedes haber llegado al límite que se permite facturar su compañía de telefónica local.

PAY-TEL ha trabajado duramente para desarrollar las opciones rápidas y fáciles para que abras una cuenta con nosotros para que tus llamadas no sean interrumpidas. Tenemos cuentas prepagadas donde **recibiras un descuento en cada llamada** y también tenemos la opción de facturamiento directamente a usted por las llamadas. Aceptamos pagos con tarjeta de Visa, Mastercard, tarjeta de cheque, cheque, cheque por teléfono, Money Gram y Western Union Quick Collect.

"mi teléfono tiene un bloqueo a llamadas de larga distancia, y ahora ya puedo recibir llamadas y con un descuento! Que alegría!"

SS - Wilson, NC

Nuestra meta es respetar a todos nuestros clientes y proporcionar servicio rápido, y con cortecia a todos nuestros clientes. Si tiene algun problema con nuestro servicio y no se resuelve a su satisfacción por favor de contactarse directamente a [president@paytel.com](mailto:president@paytel.com). Por favor de incluir su número de cuenta (número de teléfono) y su PIN de modo que pueda revisar su cuenta.

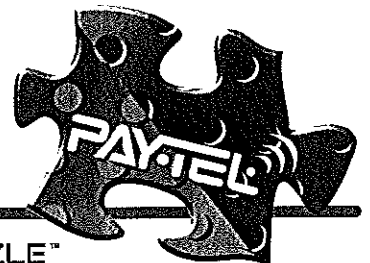
Apreciamos la oportunidad de servirle,

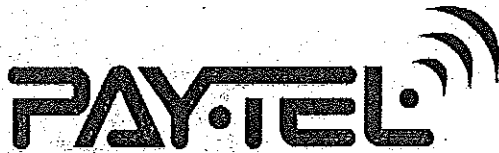
Sinceramente,

Vincent Townsend  
Presidente, PayTel Comunicaciones Inc.

CONRTINUAR CON PLANES DE LLAMADAS PARA CLIENTES>>>

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BIENVENIDA PLANES PARA LLAMADAS PARA CLIENTES OPCIONES DE PAGO PREGUNTAS FRECUENTES CONTACTARNOS



## COMO CONTACTARNOS

**TIENE UNA PREGUNTA?** Su respuesta puede estar en nuestra seccion de preguntas frecuentes seleccione aqui.

Si todavia tiene una pregunta por favor de llenar el formulario de abajo. Recibiras una respuesta de una manera oportuna y durante dias laborales.

For information on Como hablar con un representante al cliente, someter aqui

Pay-Tel Communications, Inc  
P.O. Box 19290  
Greensboro, NC 27419

Email: Customer Service Representative  
Contact CSR

Fax:  
1-800-776-8423  
1-336-854-0496

Phone:  
1-800-PAY-TELL  
1-800-729-8355

*"Everytime I contact Pay-Tel,  
customer service is very helpful.  
Please keep up the good work. I  
would like to thank each and  
everyone."*

SR - Greensboro, NC

### ONLINE CONTACT FORM

\* Nombre:

\* Apellido:

\* Correo Electronico:

\* Numero De Telefono:

[Numero de Cuenta]

PIN:

[Numero de Seis Digitos]

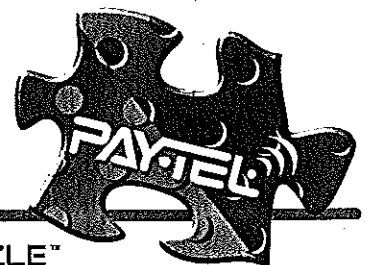
Como le podremos ayudar:

\* campos obligatorios- debe ser  
terminado

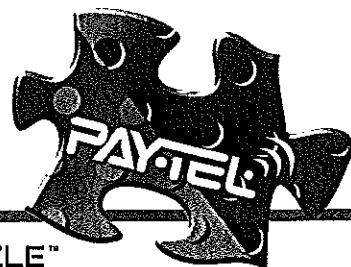
Someter Mensaje

**Negaciones:** PAY-TEL Comunicaciones Inc. reserva el derecho sin aviso a sus clientes y en su discrecion unica de modificar o de enmendar lo que sea de sus polizas.

**Robar servicios a telecomunicaciones es un crimen.** PAY TEL tiene el derecho reservado a bloquear llamadas a personas las cuales no pagan por servicios y demanda a los individuos que tratan de robar este servicio.



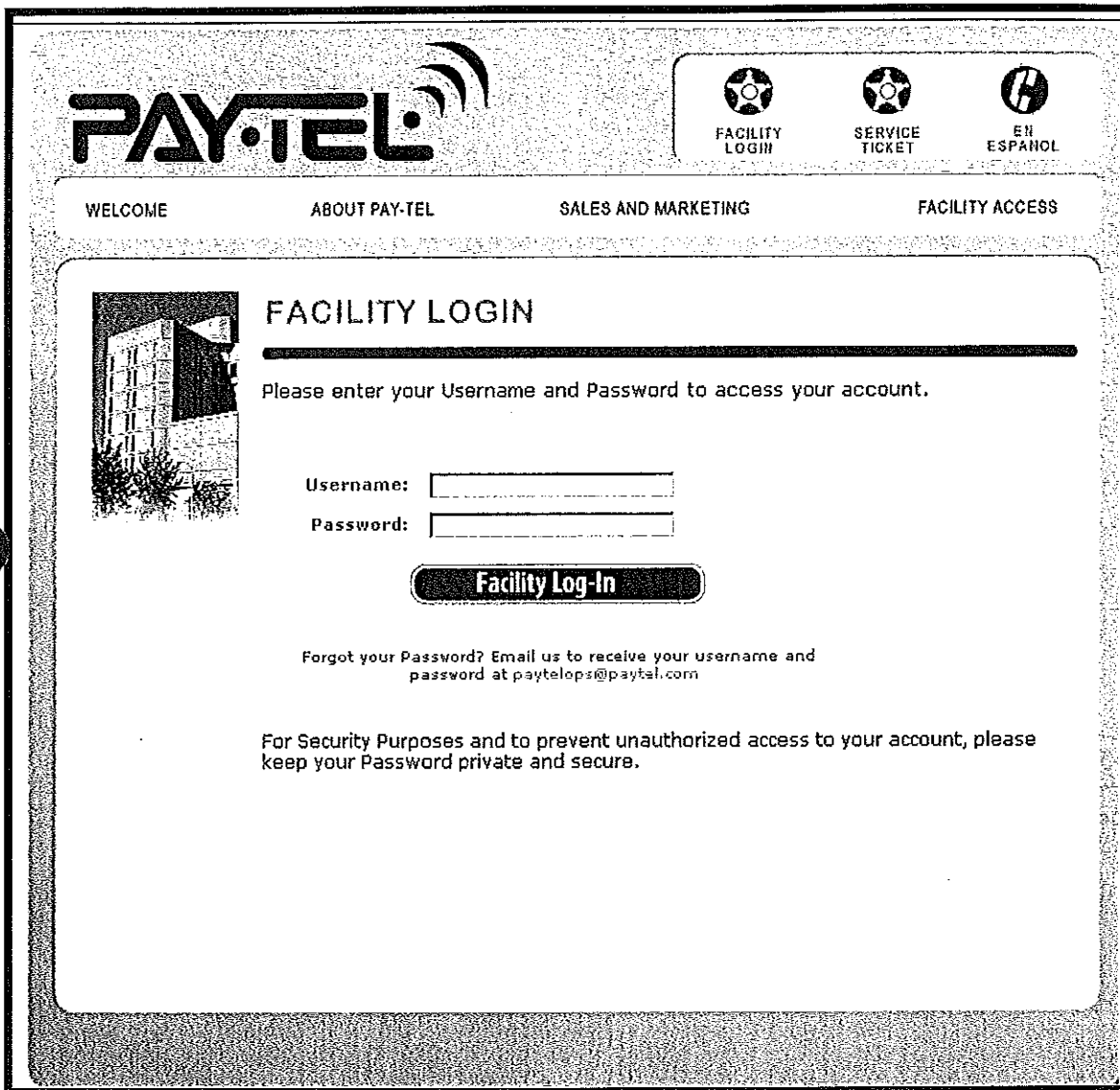
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Pay Tel's interactive website allows facilities to enter and track their own service ticket(s). We provide selected staff with a username and password. You may also call into our Operations Support Center to place a service order and our staff will enter a service ticket. Ask for the service ticket number and you may track the process to completion.

Once logged in to your Facility there will be another login to access Call Detail Records, Recordings, Commission Statements and other administrative tools.



**PAY-TEL**

WELCOME ABOUT PAY-TEL SALES AND MARKETING FACILITY ACCESS

**FACILITY LOGIN**

Please enter your Username and Password to access your account.

Username:

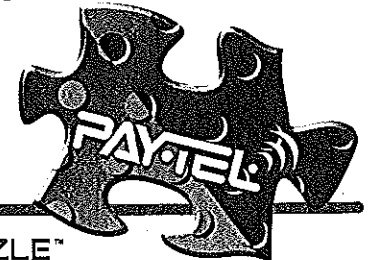
Password:

**Facility Log-In**







Forgot your Password? Email us to receive your username and password at [paytelops@paytel.com](mailto:paytelops@paytel.com)

For Security Purposes and to prevent unauthorized access to your account, please keep your Password private and secure.

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### Help Request

Problem Type







Priority

Subject

Problem Detail

Contact Name\*

Contact Phone #\*



## Thank You!


Your ticket number is 40.






You can use the History button above to check the status of your ticket.

An email confirmation is on its way to client.

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Cancel Ticket

**Ticket No.** 40

**Report Date** 04/28/05 2:15 PM

**Location** Pay Tel

**Problem Type** Call Detail Report

**Subject** Call Detail Needed

**Problem Report** Detail needed for date range of 2005-03-28 through 2005-04-27 due to harrassing phone calls originating from cell C9.

**Contact Name** Lt. Smith


**Contact Phone #** 999-999-9999






**Notes**

Date	Name	Note Text
04/28/05 02:23 PM	Operations, Pay Tel	We are in the process of generating a call detail report.

Add Note

Cancel
Save



---

Cancel Ticket

**Ticket No.** 40

**Report Date** 04/28/05 2:15 PM

**Location** Pay Tel

**Problem Type** Call Detail Report

**Subject** Call Detail Needed

**Problem Report** Detail needed for date range of 2005-03-28 through 2005-04-27 due to harrassing phone calls originating from cell C9.

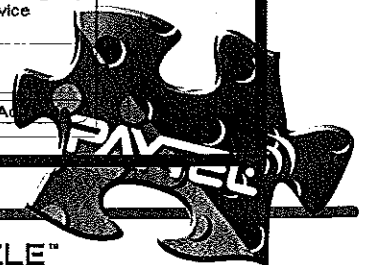
**Contact Name** Lt. Smith

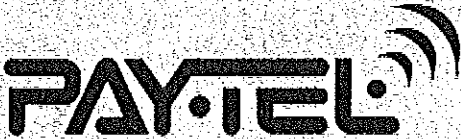
**Contact Phone #** 999-999-9999


**Notes**


Date	Name	Note Text
04/28/05 02:23 PM	Operations, Pay Tel	We are in the process of generating a call detail report.
04/28/05 02:26 PM	Operations, Pay Tel	Call Detail Report has been faxed to Lt. Smith at 999-999-9999 at 2:14 PM on 2005-04-28. Thank you for using Pay Tel Communications as your inmate phone service provider.
04/28/05 02:27 PM	Client, Demo	Report has been received. Thanks.


Add Note






  
CUSTOMER  
LOGIN

  
IN  
ENGLISH

  
EN  
ESPAÑOL

WELCOME    CUSTOMER CALLING PLANS    PAYMENT OPTIONS    FREQUENTLY ASKED QUESTIONS    CONTACT US



**PAY-TEL EMAIL SERVICE**

Welcome to Pay-Tel's Email Service - Email an Inmate

**ACCOUNT INFORMATION**

\* First Name of Sender:

\* Last Name of Sender:

\* Facility State:

\* Facility Name:

**INMATE INFORMATION**

\* First Name of Inmate:

\* Last Name of Inmate:

\* Email Message:

\* MANDATORY FIELDS - MUST BE COMPLETED

**AUTHORIZATION**

You are authorizing PAY-TEL Communications, Inc. to send a an Email from your account to an inmate. You are acknowledging that all messages sent to inmates will be reviewed.

**TERMS OF USE**

☐ I agree to the Terms of Use.





**First Name of Sender:** {sender name}

**Last Name of Sender:** {sender name}

**Facility State:** {Facility State}

**Facility Name:** {Facility Name}

**First Name of Inmate:** {Inmate Name}

**Last Name of Inmate:** {Inmate Name}

**Message to Inmate:** {Message}

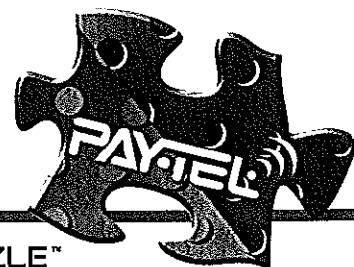
**Facility Information**

**Time:**

**Date:**

**Sender Phone Number:**

**Any other Information:**



7

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# JAILATM

## *Save Time!*

A single JailATM cashier kiosk in the lobby of your jail can virtually eliminate the time consuming task of receiving inmate deposits. The JailATM system allows family members to quickly and easily make cash or credit card deposits into an inmate's trust fund account—without wasting your officers' time!

The JailATM is as easy to use as a vending machine yet can save hundreds of officer hours per year!

## *Total Integration*

The JailATM system is completely integrated with the Lockdown Resident Banking System. This means that inmate deposits put into the JailATM will automatically be deposited into inmate accounts. Your staff will only need to count the cash, verify the total, and take it to the bank!

As an added benefit, the system's integrated tracking removes opportunities for employee theft, keeping the cash more secure.

## *Recoup Costs*

The JailATM system can not only eliminate costs, it can also add cash to your budget! The JailATM system can automatically charge a fee when deposits are made. This fee can easily pay for the JailATM system and maintenance.



## *Specifications*

- Large 17 inch touchscreen
- Dell Small Form Factor PC
- Rugged 16 gauge welded steel enclosure
- Secure tubular locks
- Reliable MEI bill acceptors
- Dependable thermal printer
- MAGTEK credit card reader
- Wall-mounted / rear bolting
- No external cables or screws

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PART X

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**PART X APPENDICE****Attach all Software and Equipment Manuals and Documentation****PAY•TEL's PHILOSOPHY AND COMMITMENT ON TECHNOLOGY INNOVATION IN INMATE TELEPHONE SERVICES**

Competitive zealotry has led some in the Inmate Telephone Services ("ITS") field to mischaracterize technological developments by others. We'd like to set the record straight insofar as Pay•Tel Communications, Inc. is concerned.

First, as we see it, there are several not-necessarily competing interests to be served in providing ITS services: the calling party (inmate), called parties (usually friends and family of inmates), confinement facility management, equipment manufacturers, service providers and the public at large.

Further, we think it important that the industry and its participants – on all sides – adopt a fair and helpful attitude toward other participants.

Using new technology for its own sake may, in the short term, be good for equipment manufacturers while providing marketing advantages for some ITS providers. But, the ITS industry is ill-served by the introduction of new technology unless it can be introduced with improved performance and convenience to facility officers.

Performance, of course, is a many-dimensional metric. Some in the industry claim accuracy approaching 100% in detection of 3-way call attempts, but fail to say how many "false positives" disconnect legitimate inmate calls. State Public Service Commission officials have found that unreasonably high sensitivity settings by some ITS providers have resulted in large numbers of "false positive" indications of 3-way attempts. This false accuracy can result in significant inconvenience and higher costs for families who pay call set up charges for two ITS calls instead of one.

**Pay•Tel's Ethical 3-Way™ Calling Technology**

Pay•Tel is proud to lead the ITS industry with Ethical 3-Way™ calling technology that will block unauthorized calls, and if the facility wishes, allow authorized calls. Pay•Tel's exclusive Ethical 3-Way™ calling technology is the first and only ITS system that interacts with the called party to accurately confirm three-way calls. When a potential three-way call is detected, the call is interrupted and the called party is given the option to have the call re-connected *for no additional call set-up charges* to the number dialed by the inmate.

This technology can on many occasions capture the three-way called number and provide investigators with a valuable new tool. If the facility wishes to allow three-way calls to attorneys, for example, specific numbers can be pre-approved. We look forward to demonstrating how Pay•Tel's Ethical 3-Way™ calling technology can better serve your facility.

**Remote Call Forwarding**

Pay•Tel is actively pursuing two different options to identify Call Forwarding; One is technology based, the second option is to work with the local carrier in the service area of the confinement facility.

Similarly, introduction of packet voice systems (commonly known as voice over IP, or "VoIP") is heralded by many as providing many new services at reduced costs. While VoIP can offer such advantages, this technology is quickly

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evolving and, like many new technologies, has suffered growing pains in regard to reliability and potential hidden costs and the significant threat of patent litigation from Fortune 100 companies.

We at Pay•Tel have sought to strike a balance in the introduction of new technologies. It is important to us that newly introduced features and infrastructure not only work well and reduce costs, but that they also provide an improved user experience that will wear well in the public eye. Service to our confinement clients in the form of enhanced feature functionality, streamlined operation, creative investigative tools and complete accountability are the major driving forces for our efforts. If new technology does not result in *overall* better services at a cost the families paying for calls can afford, we have not made progress.

It is, of course, possible in any rapidly changing environment to claim technological advances without making clear exactly how such advances are achieved. Indeed, it can be tempting to cloud a presentation of new features behind a thin veneer of bullet points, without demonstrating field-tested results.

At Pay•Tel we have been pursuing research in the ways newly available base technologies can be adapted for use by our ITS clients. We have tried a number of different avenues without committing to any that have not been thoroughly field tested. New efficient operational features to enhance security, deployment flexibility and customer-friendly interaction have been the focus of our efforts – and approximately twenty patent filings.

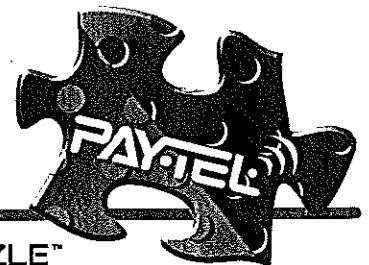
Pay•Tel has begun introducing features that promise improved performance and lower costs, while building on familiarity to users and most of all, honest, above-board treatment of the citizens in the counties we serve. We have purposely not introduced all of the latest gee-whiz technologies at the soonest possible time because we do not think this course will best serve our clients and preserve our treasured integrity that is the cornerstone of our continuing service to the ITS industry.

Pay•Tel's Product Development team has lead the ITS industry with innovated software and hardware technology solutions since 1991. Our Product Development team includes our IT engineers, plus key department managers who work daily with ITS systems and confinement facility officers. The combined years of experience in inmate phone service with Pay•Tel for the members of our Product Development team are over 105 years with each member averaging almost twelve years.

Additionally, Pay•Tel has been blessed to work with William Ryan, a principal in an engineering company and a practicing patent attorney. Attached is Mr. Ryan's resume that details his forty-five years of extensive experience with product development and Intellectual Property Licensing in the telecommunications industry.

Over the past six years, Mr. Ryan has guided Pay•Tel's Product Development toward technology innovations for the future. We look forward to sharing our technology innovations with the Knox County Sheriffs' Office

RECEIVED 317 JAN 11  
PAY•TEL COMMUNICATIONS INC.



**C.V. - WILLIAM RYAN**

1577-D New Garden Road  
New Garden Road, Suite 300  
Greensboro, NC 27410  
(336) 286-5712 (336) 286-5713 (Fax)  
ryanlaw@att.net

**EMPLOYMENT**

Bell Telephone Laboratories Western Electric Co./AT&T	Design Engineer (1961-1965); Patent Agent/Attorney (1966-75) Attorney (Patent, Trademark, Copyright & Trade Secret Litigation - Computers and Telephony - 1976-85)
AT&T	Senior Attorney - Intellectual Property Licensing (1985-88)
AT&T Bell Laboratories	General Attorney - Patents, IP Licensing, Major Litigation 1988-95)
Law Offices of William Ryan	Intellectual Property firm active in patent prosecution for computer/telecom technologies 1995 - Present.
ThikFire Services, USA	Vice President - Intellectual Property Law - IP licensing and management (December, 2001- January, 2003)
Qipsis, LLC	Principal (2006-Present)

**PROFESSIONAL ACTIVITIES**

IEEE (Life Member); American Intellectual Property Law Association; American Bar Association (past Chair of Computer Software Sub-Committee); Association for Computing Machinery (ACM); Frequent lecturer before AIPLA and other professional groups on business and legal aspects of computer-related inventions. Founding Faculty, Practicing Law Institute Annual Seminar on Advanced Patent Prosecution for Computer-Related Inventions

**EDUCATION**

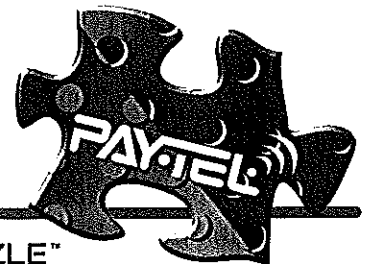
Pratt Institute, Brooklyn, NY	B.S. in Eng. Science w/ Highest Honors (1962)
Massachusetts Institute of Technology	S.M. in Electrical Engineering (1963)
New York University School of Engineering	Additional Electrical Engineering Courses
Polytechnic Institute of New York	Additional Electrical Engineering Courses
North Carolina State University	Additional Electrical Engineering Courses
Seton Hall University School of Law	Juris Doctor (1969)
New York University School of Law	Graduate Law Courses - Intellectual Property

**BAR ADMISSIONS**

U.S. Patent and Trademark Office (1966)	U.S. Court of Customs & Patent Appeals (1970)
New Jersey State Bar (1969)	U.S. Supreme Court (1972)
U.S. Federal District Court (N.J.) (1969)	U.S. Court of Appeals for the Federal Circuit (1981)
Canadian Intellectual Property Office (1970)	

**AWARDS**

Bell Telephone Laboratories full support at MIT  
AT&T Sponsorship for position as Special Assistant to UnderSecretary of Army under  
U.S. Presidential Commission for Executive Exchange (one-year sabbatical)  
Civilian Merit Medal - U.S. Department of Defense.



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**PART XI AFFIDAVITS, LICENSES and INSURANCE CHECKLIST**

Proposers must return the attached Affidavits, Licenses and the Insurance Checklist with their proposal

**OFFICIAL FILE DOCUMENT  
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Company ID: 126387  
Pay Tel Communications  
9A Oak Branch  
Greensboro, NC 24707

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, TN July 9, 1997

IN RE: CASE NUMBER: 97-1232

Application for Authority to provide Customer-Owned Coin or Coinless Operated Telephone Service in Tennessee Pursuant to Rule 1220-4-2-.43 to .54.

--ORDER--


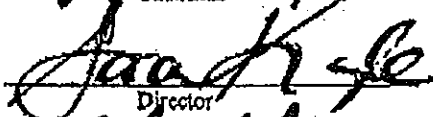
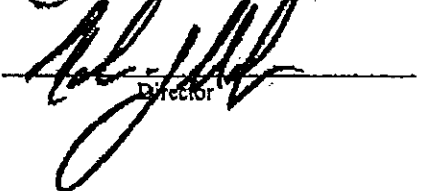
This matter is before the Tennessee Regulatory Authority upon the application of the above-mentioned company for certification as an operator of Customer Owned Coin Operated Telephone Service (COCOTs) in Tennessee. The TRA considered this application at a Conference held on 7/1/97, and concluded that the applicant has met all the requirements to provide COCOT service in Tennessee.

IT IS THEREFORE ORDERED:

1. That the above-mentioned company is issued authorization to provide COCOT service within the state of Tennessee and is required to post the above referenced Company ID number on the display card for each COCOT.
2. That this order permit shall remain in effect until further order of this Authority.
3. That this order shall be retained as proof of certification with this Authority, and may be used to obtain the appropriately tariffed access line from Authority authorized telecommunications service providers.

ATTEST:

  
Executive Secretary

  
Chairman  
  
Director  
  
Director

7/24/97 11:03a

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Company ID: 126387  
Pay Tel Communications, Inc.  
9A Oak Branch Dr.  
Greensboro, NC 27407

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, TN July 9, 1997

IN RE: CASE NUMBER: 97-1247

Application for Authority to Provide Operator Services and/or Resell  
Telecommunications Services in Tennessee Pursuant to Rule 1220-4-2-.57.

--ORDER--

This matter is before the Tennessee Regulatory Authority upon the application of the above-mentioned company for certification as a reseller or telecommunication operator service provider in Tennessee. The TRA considered this application at a Conference held on 7/1/97, and concluded that the applicant has met all the requirements for certification and should be authorized to provide operator services and/or resell telecommunications services on an intrastate basis.

IT IS THEREFORE ORDERED:

1. That the above-mentioned company is issued a Certificate of Convenience and Necessity as an operator service provider and/or reseller of telecommunications services for state-wide service in Tennessee as specified in its application on file with the Authority.
2. That said company shall comply with all applicable state laws and TRA rules and regulations.
3. That this order shall be retained as proof of certification with this Authority, and may be used to obtain appropriately tariffed service and billing arrangements from Authority authorized telecommunications service providers.

ATTEST:

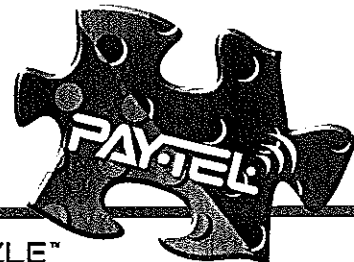
  
Executive Secretary

  
Chairman

  
Director

  
Director

7/24/97 11:03a.



04-08-98 11:25AM FROM 615 252 2380

TO 15076273001918007768 P003/004

## BEFORE THE TENNESSEE REGULATORY AUTHORITY AT

NASHVILLE, TENNESSEE April 2, 1998

IN RE: PETITION OF PAY TEL TO )  
INSTITUTE CUSTOMER ) DOCKET NO.: 97-01416  
PREPAYMENT PROGRAM )

---

**ORDER APPROVING PETITION TO INSTITUTE A CUSTOMER PREPAYMENT  
PROGRAM, AS AMENDED**

---

This matter came before the Tennessee Regulatory Authority (the "Authority") for a decision on the Petition of Pay Tel to institute a customer prepayment program.

On August 22, 1997, Pay Tel petitioned the Authority for a program which would provide for a customer prepayment program applicable to customers receiving calls from correctional facilities served by Pay Tel. On September 12, 1997, Pay Tel submitted an amendment to its Petition which modified the script used by the company to provide notice and options to its customers. In its Petition, Pay Tel represented that the program would function as follows:

- 1) The customer would be notified by telephone when his total outstanding charges within a thirty (30) day period reaches \$25.00. Pay Tel would continue calling the customer until he or she acknowledges that the message has been received. Once the customer's outstanding charges within the 30-day period reach \$50.00, the customer would be placed on a direct billing program;
- 2) After the customer exceeds the \$50.00 limit, the customer would be billed directly by Pay Tel for future calls, not their local exchange provider. Once the customer was placed within the direct-bill program, the customer would have the option of either:
  - a) pre-paying for all future calls and receiving a 5% discount, or
  - b) maintaining an outstanding balance of no more than \$50.00.



04-08-98 11:25AM FROM 615 252 2380

TO 15076273001918007768 P004/004

Pay Tel represented that these conditions will be explained to the customer at the time the individual becomes a direct-billed customer. Pay Tel further represented to the Authority that the Pay Tel plan affected only the customer's ability to accept collect calls from a prison facility served by Pay Tel.


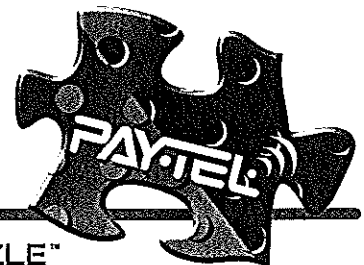
On September 23, 1997, this Petition came before the Authority at a regularly scheduled Directors' Conference. Upon consideration of the Petition and pertinent portions of the record the Directors unanimously approved the Petition as amended.

**IT IS THEREFORE ORDERED THAT:**

1. The Petition of Pay Tel to provide for a customer prepayment program applicable to customers receiving calls from correctional facilities served by Pay Tel is approved as amended; and
2. Any party aggrieved with the Authority's decision in this matter has the right of judicial review by filing a Petition for Review in the Tennessee Court of Appeals, Middle Section, within sixty (60) days from and after the date of this Order.

  
CHAIRMAN  
DIRECTOR  
DIRECTOR

ATTEST:

  
EXECUTIVE SECRETARY

**Knox County Purchasing Division  
Insurance Checklist  
Proposal Number 709**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25

REQUIRED	NUMBER	TYPE OF COVERAGE				COVERAGE LIMITS		
YES	1.	WORKERS COMPENSATION				STATUTORY LIMITS OF TENNESSEE		
YES	2.	EMPLOYERS LIABILITY				\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY		
YES	3.			AUTOMOBILE LIABILITY		COMBINE SINGLE LIMIT	\$1,000,000	
		X		ANY AUTO-SYMBOL (1)		Per -Accident		
						BODY INJURY (Per-Person)		
						BODY INJURY (Per-Accident)		
						PROPERTY DAMAGE (Per-Accident)		
YES	4.	COMMERCIAL GENERAL LIABILITY				LIMITS		
			CLAIM MADE	X	OCCUR	EACH OCCURRENCE	\$1,000,000	
						FIRE LEGAL LIABILITY	\$ 100,000	
						MED EXP (Per person)	\$ 5,000	
		GEN'L AGGREGATE LIMITS APPLIES				PERSONAL & ADV INJURY	\$1,000,000	
			POLICY	X	PROJECT	LOC	GENERAL AGGREGATE	\$2,000,000
							PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	\$2,000,000
YES	5.	PREMISES/OPERATIONS				\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE		
YES	6.	INDEPENDENT CONTRACTOR				\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE		
YES	7.	CONTRACTUAL LIABILITY MUST BE SHOWN ON CERTIFICATE				\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE		
YES	8.	XCU COVERAGE				NOT TO BE EXCLUDED		
YES	9.	UMBRELLA LIABILITY COVERAGE				\$2,000,000		
		PROFESSIONAL LIABILITY						
NO	10.		ARCHITECTS & ENGINEERS			\$1,000,000 PER OCCURRENCE/CLAIM		
NO			ASBESTOS & REMOVAL LIABILITY			\$2,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL MALPRACTICE			\$1,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL PROFESSIONAL LIABILITY			\$1,000,000 PER OCCURRENCE/CLAIM		
NO	11.	MISCELLANEOUS E & O				\$500,000 PER OCCURRENCE/CLAIM		
NO	12.	MOTOR CARRIER ACT ENDORSEMENT				\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST MCS-90		
NO	13.	MOTOR CARGO INSURANCE						
NO	14.	GARAGE LIABILITY				\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE		
NO	15.	GARAGEKEEPER'S LIABILITY				\$500,000 COMPREHENSIVE; \$500,000 COLLISION		
NO	16.	INLAND MARINE BAILEE'S INSURANCE				\$		
NO	17.	DISHONESTY BOND				\$		
NO	18.	BUILDERS RISK				PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.		
NO	19.	USL&H				FEDERAL STATUTORY LIMITS		



20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION. NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED \_\_\_\_\_

25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

**INSURANCE AGENT'S STATEMENT AND CERTIFICATION:** I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSERS NAMED BELOW AND HAVE ADVISED THE PROPOSERS OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

See Exceptions Below:

AGENCY NAME: Craft Insurance Center, Inc. PO Box 14946 Greensboro, NC 27415

AUTHORIZING SIGNATURE: \_\_\_\_\_

**PROPOSERS'S STATEMENT AND CERTIFICATION:** IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSERS NAME: Pay Tel Communications, Inc.

AUTHORIZING SIGNATURE: \_\_\_\_\_

**Exceptions to Requirements on form:**

Item 7. Contractual Liability – policy has this but is limited on the definition. See attached wording – this is the standard wording on all Commercial General Liability forms.

Item 21: We cannot change the wording to remove "endeavor to" & "but failure to" in the cancellation clause. This is not permitted by the carriers and NC Dept. of Insurance for any Certificate of Insurance. Even though this is a TN exposure, we cannot change the Accord COI form.

Item 22. We can endorse the policy to add Additional Insured but not Additional Named Insured. A named insured has much broader rights under the policy and also has the obligation for premium payments. Unless the Knox County wants to be responsible for premium payments and has a financial interest in your company, we cannot endorse them as Additional Named Insured to the policy.

Item 25. The policy allows the insured to sign Hold Harmless Agreements, coverage is provided to the Additional Insured for inclusion under the General Liability policy. However, showing the Hold Harmless agreement on the Certificate of Insurance implies coverage not intended under a General Liability policy, only Bodily Injury and Property Damage to third parties is provided and not coverage for "any and all claims, ....".

Please see additional information located in the back pocket of binder.



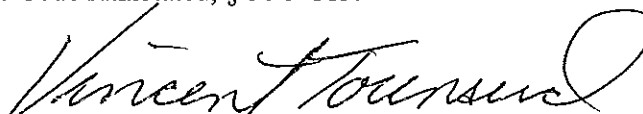
**AFFIDAVIT OF COMPLIANCE**  
**WITH**  
**DRUG-FREE WORKPLACE REQUIREMENTS OF**  
**TENNESSEE CODE ANNOTATED, § 50-9-113**

(To be submitted with proposal by contractor with 5 or more employees)

I, Vincent Townsend, president or other principal Officer of

Pay Tel Communications, Inc., swear or affirm that the  
Name of Company

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 50-9-113.

  
Vincent Townsend  
President or Principal Officer

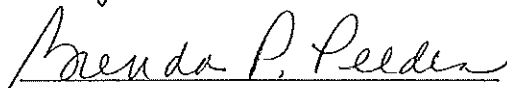
For: Pay Tel Communications, Inc.  
Name of Company

STATE OF NORTH CAROLINA {COUNTY OF GUILFORD }

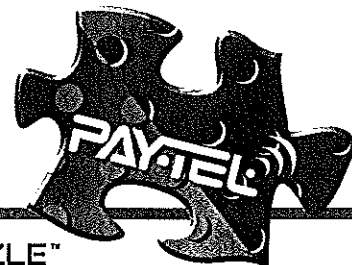
Subscribed and sworn before me by Vincent Townsend,

President or principal officer of Pay Tel Communications

On this 16 day of May 2008.

  
Brenda P. Peeden  
Notary Public

My Commission expires: 10/17/12



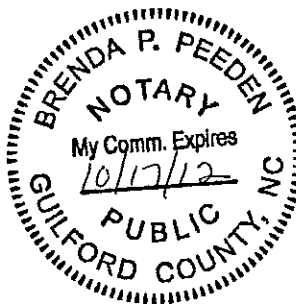
## NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF North Carolina )COUNTY OF Guilford )Vincent Townsend, being first duly sworn, deposes and says that:

1. He/She is President of Pay Tel Communications, Inc., the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Knox County, TN or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by a collusion, conspiracy, convenience or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Vincent TownsendPresident

(Title)

Subscribed and sworn to before me  
this 16 day of May, 2008Brenda P. Peeden  
(Signature)My commission expires 10/17/12

**Knot County Purchasing Division  
Addendum I to Request for Proposal #709  
Inmate Phone System**

**Addendum Date:** May ??, 2008

**Buyer:** Matt Myers, CPPB

**Opening Date:** May 14, 2008 @ 2:00 pin

**Total Pages:** 13 Total Pages

**The following questions and answers are hereby made part of Request for Proposal #709.**

- Question #1. Who is the current Jail Commissary Provider and term of contract?
- Answer #1. Keefe Group is contracted to provide commissary items. We are currently a manual system.
- Question #2. Who is the current Jail Management System provider and term of contract?
- Answer #2. This is an in-house program written in Oracle called Justice Information Systems (JIMS).
- Question #3. Current Call rates for collect, pre-paid collect and debit calling?
- Answer #3. See Attachment A. Tennessee has a limit on what can be charged.
- Question #4. Maximum single call length allowance (i.e. 10 minutes; 15 minutes)?
- Answer #4. Ten (10) minutes.
- Question #5. Current Call volumes by type (local, inter/intra lata, etc) and revenue generated for 12 months? This allows bidding vendors to share the exact information the incumbent vendor has available to them.
- Answer #5. See Attachment A. Revenue for a 12 month period it \$80,463.78 for a monthly average of \$6,705.32
- Question #6. Needs of the Jail Investigators Staff:
- a. Call Recording?
  - b. Call Monitoring?
  - c. Call Alerts (ability to listen on demand to known number access or known inmate dialing)
  - d. CD Burning capable - Chain of Evidence Required?
  - e. Length of storage time for Call recordings
  - f. Transfer of current call recordings to digital format required?
- Answer #6.
- a. Yes
  - b. Yes
  - c. Yes
  - d. Yes, CD labeling and marking is also preferred
  - e. Three (3) years
  - f. Yes



- Question #7. Current Bed Count?
- Answer #7. 1269
- Question #8. Current Average Daily Population
- Answer #8. 1000-1100
- Question #9. Total Number of Inmate Phones
- Answer #9. 135 Inmate Phones
- Question #10. Current Number of Visitor Pay phones
- Answer # 10. Two in Lobby.
- Question # 11. Current Number of Visitor Phones
- Answer # 11. 128
- Question # 12. Are Visitor phones presently monitored and/or recorded?
- Answer # 12. No
- Question # 13. Do phone commissions go to Jail or County?
- Answer # 13. County
- Question #14. Does Sheriffs office retain commissions on commissary?
- Answer #14. Commissary is self supporting.
- Question # 15 How are inmate trust accounts refunded presently? (i.e. cash delivered in person to the jail?)
- Answer # 15. Checks either at time of release or within a day or two.
- Question # 16. As a matter of public record, what is the current commission rate?
- Answer # 16. See Attachment A.
- Question # 17. In order for "Vendor" (name removed by Knox County) to provide its best financial offer we must have revenue history and call rate information. Would the County please provide:
- A. The last twelve months of call statistics and revenue reports
- B. Current Inmate Calling Rates
- Answer #17. A. See Answer 5



B. See Attachment A

Question # 18. Are the current rates satisfactory to the County or does the County prefer that a lower or higher rate plan be proposed?

Answer #18. All vendors shall propose their best offer.

Question #19. Please provide the following facilities information:  
A. Physical addresses for the three locations  
B. Number of inmates per location  
C. Number of inmate telephones per location  
D. Number of visitation phones per location if they are to be included in this bid

Answer # 19. A. Knox County Detention Facility  
5001 Maloneyville Road  
Knoxville, TN 37918  
Bed Count 964

B. Knox County Jail  
400 Main Street  
Knoxville, TN 37902  
Bed Count 215

C. Knox County Sheriff Work Release Center  
4800 Maloneyville Rd.  
Knoxville, TN 37918  
Bed Count 90

Question #20.. Are there any public coin phones included in this bid?

Answer #20. See Answer 10.

Question #21. What is the desired call duration limit for inmate calls? 15 minutes, 20 minutes?

Answer #21. See Answer #4.

Question #22. Are any portable (cart phones) required?

Answer #22. Not at this time.

Question #23. Please provide the name of your current JMS vendor, a contact name and phone number.

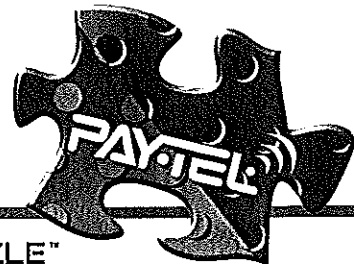
Answer #23. See Answer #2. No contact information will be given out.

Question #24. Do the servers for the JMS application reside on-site or off-site at a remote location?

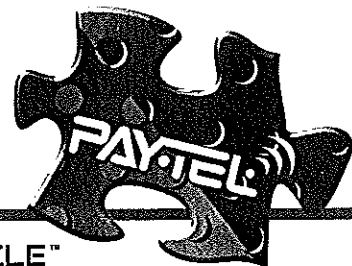
Answer #24. The Jims servers are Located Downtown at the 400 Main Ave. Location of all the Inmate phone Servers are Located at the 5001 Maloneyville Rd. Location.



- Question #25. Please provide the name of your current commissary vendor, a contact name and phone number.
- Answer #25. See Answer #1. No contact information will be given out.
- Question #26. Do the servers for the Commissary application reside on-site or off site at remote locations?
- Answer #26. Not applicable.
- Question #27. How many customer references are required for this bid?
- Answer #27. Five (5) references are requested.
- Question #28. When does the County expect to complete the bid evaluations and award a new contract?
- Answer #28. Knox County prefers to have this contract approved at the May Commission Meeting.
- Question #29. Does the Inmate Telephone Commissions go directly to the general fund?
- Answer #29. See Answer # 13.
- Question #30. What is the current ADP of EACH facility at your location?
- Answer #32. See Answer #19.
- Question #31. Is there a network connection available between each location? Can we utilize this connection?
- Answer #31. Currently the system uses OPX lines through the phone company and it would be assumed it could be transferred to the successful vendor.
- Question #32. What is the commission rate with the current vendor?
- Answer #33. See Attachment A.
- Question #33. Will the County provide the calling rates used by the current phone vendor?
- Answer #33. See Attachment A.
- Question #34. Does the County currently utilize PIN numbers?
- Answer #34. Yes
- Question #35. Will the County please provide the number of calls and call traffic broken down by route for the last 6 months? (i.e. Local, IntraLata, InterLata/IntraState, InterState, International)



- Answer #35. See Attachment A  
April 2007  
A random month shows these numbers on a call report and this would include any free calls we allow to the public defenders office.
- Completed 29660
- DTMF Detect 319
- Silence Detect 102
- Grand Total Calls 30081 for a thirty day period.
- Question #36. Will the County please provide the total annual phone revenues broken down by call route? (i.e. Local, IntraLata, InterLata/IntraState, InterState, International)
- Answer #36. See Attachment A.
- Question #37. Does the County plan to use call recording? If so, please clarify the type of call recording such as live recording, live monitoring, call notification, or any other specifications.
- Answer #38. Yes we will use recording and live monitoring and call notification.
- Question #38. Is the County satisfied with the current phone locations? Is the county going to place additional phones in the current locations or other locations of the facility? If so, please provide the cabling/wiring requirements for additional phones. Will the County provide a floor plan of the current phone locations?
- Answer #38. There are no plans to install additional phones or change the locations.
- Question #39. What is the current amount of phones at the facility?
- Answer #39. See Answer #9.
- Question #40. Will the KCSO allow the vendor to add additional fees to the collect bill? Examples of these fees are: bill statement fees, bill rendering fees, collect call service fees, universal cost recovery fees (these fees are increasing the cost to the user and revenue to the inmate telephone providers however no commissions from the users' revenue is paid to the KCSO).
- Answer #40. Any fees would have to be looked at individually and it would have to be within the regulations of the State of Tennessee.
- Question #41. Does Knox County currently use Video Visitation?  
1. If yes, will the county please provide the number of Visitation Phones currently at the facility? How many would the county prefer? Are these recorded and/or is it a



requirement? If they need to be recorded, how long must the county keep the recordings?

2. If no, does the county plan to use Video Visitation in the future?

Answer #41. No video visitation at this time but it has been discussed as a future expansion.

Question #42. On page 10, Section 4.5, number 4.5.6 you mention expansion to the existing facility and a newly constructed facility. What are the plans for the extension and the newly constructed facility? When is the expected completion date? What will the final rated capacities be after each facility is complete?

Answer #42. No immediate plans for expansion at this time.

Question #43. In reference to section 4.1.5: What is the size and type of existing database that needs to be converted?

Answer #43. Do not have a size but it includes 10 years of inmate data and up to three years of call records and phone calls at the rate show in the previous answer.

Question #44. In reference to section 4.9.2: It states two (2) years of stored data and section 4.6.19 states 3 years? Please clarify.

Answer #44. Three (3) years of stored data is requested.

Question #45. Would the county consider, as part of the contract, a web based Jail Management Software that is fully integrated with our phone platform?

Answer #45. No.

Question #46. Current number of inmate phones installed by facility (3 locations).

Answer #46. See Answer # 19.

Question #47. Jail & other detention facility commissary vendor(s) as described in 4.10.2.

Answer #47. See Answer #1.

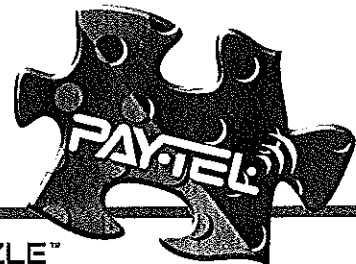
Question #48. Jail Management Software vendor described in 4.10.2.

Answer #48. See Answer #2.

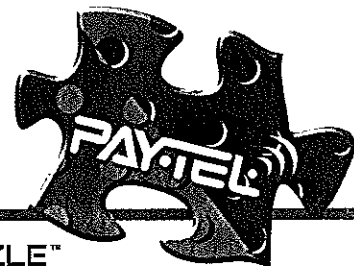
Question #49. Call Detail Records (total number of calls and minutes billed) by call types: Local, interlata, intralata, interstate, international and call method: collect, debit, pre-paid collect.

Answer #49. See Attachment A.

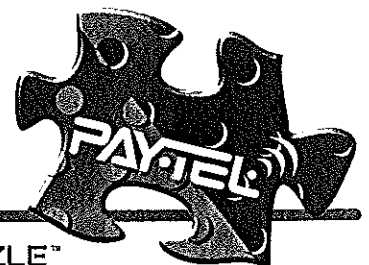
Question #50. Current rates charged by call method and type.



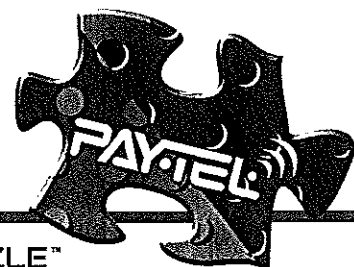
- Answer #50. See Attachment A.
- Question #51. Does the county/jail use a word recognition application in the current IPS as described in 4.1.14?
- Answer #51. It has been tested and installed but is not currently in use. Question #52. Average Daily Population (ADP) by facility.
- Answer #53. See Answer # 19.
- Question #53. Are PINs currently in use? (Section 4.8)
- Answer #53. Yes.
- Question #54. What is the County's estimated date of Notice of Intent to Award?
- Answer #54. This is to be determined based on the offers submitted
- Question #55. What is the current allowable Call Duration allowance?
- Answer #55. See Answer #4.
- Question #56. Who, by name and position, makes up the County's IPS RFP Review Committee?
- Answer #56. This information will not be given out.
- Question #57. Section II paragraph 2.3 outlines cancellation of the contract in the event no funds will be appropriated by the County. Will an exception be noted for the Inmate Phone System provider if appropriate based on their offer?
- Answer #57. No.
- Question #58. Section II paragraph 2.13. Will the county accept renegotiation of rates and/or commissions in the event the. Average Daily Population drops below 10% of today's population?
- Answer #58. No.
- Question #59. Section III Section 3.21. The County outlines the ability to review information regarding proposals which is not included in the proposal provided. What steps will the County take to verify the accuracy of such information and allow for documentation to the proposed contractor affected?
- Answer #59. Knox County shall have sole responsibility for determining a reliable source.
- Question #60. Section III, Paragraph 3.12 Indicates the rates and commissions are affected by "Compliance". Please advise what "compliance" is expressly related to.



- Answer #60. Compliance with all Regulatory rules and laws of the State of Tennessee:
- Question #61 Section IV Paragraph 4.7.10. The County indicates the desire to incorporate key word search technology. Please advise if mandatory. "Vendor" (name removed by Knox County) is concerned of the accuracy and reliability of such service.
- Answer #61. If the vendor has a key word search capability it should be included in the proposal. Accuracy and reliability of such and program is noted.
- Question #62. The County Indicates Three - Way Calling Detection is Mandatory. Please advise if the County anticipates the fact that three-way calling detection is not 100% guaranteed by ANY system available today.
- Answer #62. Yes the county is aware of the problems associated with Three Way call detection.
- Question #63. Regarding the formatting of the RFP, please advise if the County wishes to have Sections I-III returned with the response.
- Answer #63. Section I - III do not need to be returned with your response.
- Question #64. Section IV, Paragraph 4.9.1 requests recording of visitation phones. Please advise how many visitor phones are required to have this feature.
- Answer #64. This is a desired feature and is not currently used with the inmate phone system.
- Question #65. For Clarification, please advise if the County's call blocked minimum of p.05 is correct.
- Answer #65. Not known at this time.
- Question #66. Section IV- Paragraph 4.10 requests Commissary ordering capabilities through the IPS and to INCLUDE inmate banking. Please advise if the County is requesting an additional Inmate Banking System or integration with the existing (or future determined) Inmate Banking System?
- Answer #66. This will be an integration with future commissary system.
- Question #67. In reference to above, is the current IPS providing Commissary ordering? Will this requirement be required upon installation or will an integration time frame be provided?
- Answer #67. See Answer # 1.
- Question #68. Please provide the number of collect inmate phones currently installed and do you wish to increase that number?
- Answer #68. See Answer #9.



- Question #69. Can you provide six months of call detail and revenue reports from your current provider?
- Answer #69. See Answer #5 and Attachment A.
- Question #70. How many beds are at each of the 3 facilities and what is each facility's ADP?
- Answer #70. See Answer # 19.
- Question #71. Given the proposed term of the contract, what are the county's expectations of jail expansion and increase in ADP?
- Answer #71. See Answer #42.
- Question #72. How many visitation phone stations does each of the facilities currently have?
- Answer #72. See Answer #10 and Answer #11.
- Question #73. In relation to visitation phone monitoring is wiring currently in place?
- Answer #73. Yes.
- Question #74. What brand of equipment is used for visitation phones, is there a current service contract and if so with who?
- Answer #74. ?????
- Question #75. Who is your current Jail Management System provider?
- Answer #75. See Answer #2.
- Question #76. Who is your commissary provider?
- Answer #76. See Answer #1.
- Question #77. Do you wish to interface the Inmate Telephone System with your commissary system?
- Answer #77. See Answer #66.
- Question #78. Do the facilities want PIN and PAN both flat file transferred from the JMS and manual entry capability?
- Question #79. There appears to be a conflict between section 4.1.12 and 4.9.2. Section 4.1.12 states 3 years of records storage including recordings. Section 4.9.2 states 90 days online and 2 years offline storage Which do you prefer?
- Answer #79. See Answer #44.



## Attachment A Call Volume and Rates

**Knox County Pay Tel Communications Rates**

Local \$1.50 flat rate

Intralata:

\$ .50 surcharge + per minute usage listed below. (Usage depends on distance &amp; time of day.)

Mileage	Day 1 <sup>st</sup>	Day Add'l	Eve 1 <sup>st</sup>	Eve Add'l	Nite/ WE 1 <sup>st</sup>	Nite/ WE Add'l
10	\$ 0.10	\$ 0.10	\$ 0.070	\$ 0.070	\$0.0470	\$0.0470
16	\$ 0.10	\$ 0.10	\$ 0.070	\$ 0.070	\$0.0470	\$0.0470
22	\$ 0.15	\$ 0.15	\$ 0.105	\$ 0.105	\$0.0705	\$0.0705
30	\$ 0.15	\$ 0.15	\$ 0.105	\$ 0.105	\$0.0705	\$0.0705
40	\$ 0.19	\$ 0.19	\$ 0.133	\$ 0.133	\$0.0893	\$0.0893
55	\$ 0.19	\$ 0.19	\$ 0.133	\$ 0.133	\$0.0893	\$0.0893
70	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987
85	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987
100	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987
9999	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987

Interlata:

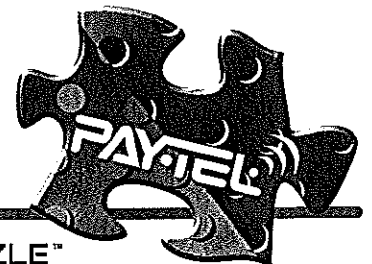
\$1.85 surcharge

\$.40 per minute regardless of mileage or time of day.

Interstate:

\$3.75 surcharge

\$.89 per minute regardless of mileage or time of day.



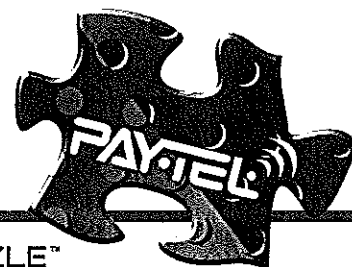
## Max Rates Allowed by Tennessee Regulatory Authority

Local: \$1.50 Max Flat Rate  
 \$.50 surcharge + per minute usage listed below. (Usage dependent on distance & time of Intralata:  
 day.)

Mileage	Day 1 <sup>st</sup>	Day Add'l	Eve 1 <sup>st</sup>	Eve Add'l	Nite/ WE 1 <sup>st</sup>	Nite/ WE Add'l
10	\$ 0.10	\$ 0.10	\$ 0.070	\$ 0.070	\$0.0470	\$0.0470
16	\$ 0.10	\$ 0.10	\$ 0.070	\$ 0.070	\$0.0470	\$0.0470
22	\$ 0.15	\$ 0.15	\$ 0.105	\$ 0.105	\$0.0705	\$0.0705
30	\$ 0.15	\$ 0.15	\$ 0.105	\$ 0.105	\$0.0705	\$0.0705
40	\$ 0.19	\$ 0.19	\$ 0.133	\$ 0.133	\$0.0893	\$0.0893
55	\$ 0.19	\$ 0.19	\$ 0.133	\$ 0.133	\$0.0893	\$0.0893
70	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987
85	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987
100	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987
9999	\$ 0.21	\$ 0.21	\$ 0.147	\$ 0.147	\$0.0987	\$0.0987

Intralata: Surcharge: \$3.49 + (\$.69 \* 10min)

Interstate: Not Regulated



**Knox County Call Volume****Knox County Sheriff's  
Detention**

2007	Local	Intralata	Interlata	Interstate	Total
Jan	18624	307	263	239	19433
Feb	16891	234	233	451	17809
Mar	19598	345	299	372	20614
Apr	18541	607	184	465	19797
May	21637	566	183	417	22803
Jun	21313	541	257	645	22756
Jul	18712	524	219	402	19857
Aug	19050	453	160	419	20082
Sep	18471	515	141	320	19447
Oct	17217	384	130	411	18142
Nov	14895	323	192	458	15868
Dec	16584	308	156	273	17321
Total	221533	5107	2417	4872	233929

**Knox County Jail**

2007	Local	Intralata	Interlata	Interstate	Total
Jan	3307	21	31	72	3431
Feb	3111	23	33	42	3209
Mar	3424	21	46	74	3565
Apr	2889	50	51	77	3067
May	3761	23	28	92	3904
Jun	3909	62	43	86	4100
Jul	3808	83	34	80	4005
Aug	4619	80	34	92	4825
Sep	4921	65	70	63	5119
Oct	5437	98	41	88	5664
Nov	4927	150	11	39	5127
Dec	4902	142	31	31	5106
Total	49015	818	453	836	51122

**End of Addendum**

Matthew F. Myers, CPPB  
Contract Administrator  
Knox County Purchasing Division





## OFFICE OF COUNTY MAYOR

Purchasing Division • Department of Finance • 1000 North Central Street, Suite 100, Knoxville, TN 37917

**Knox County Purchasing Division  
Addendum II to Request for Proposal #709  
Inmate Phone System**

**Addendum Date: May 9, 2008**

**Buyer: Matt Myers, CPPB**

**Opening Date: May 21, 2008 @ 2:00 pm (new date)**

**Total Pages: 1 Total Page**

**The Proposal due date has been changed to May 21, 2008 at 2:00 pm.**

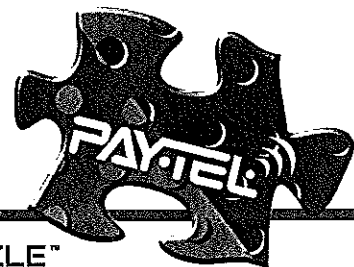
**End of Addendum.**

A handwritten signature in black ink, appearing to read "Matthew F. Myers".

Matthew F. Myers, CPPB  
Contract Administrator  
Knox County Purchasing Division

1

ph 865.215.5777 • fax 865.215.5778





## OFFICE OF COUNTY MAYOR

Purchasing Division • Department of Finance • 1000 North Central Street, Suite 100, Knoxville, TN 37917

**Knox County Purchasing Division  
Addendum III to Request for Proposal #709  
Inmate Phone System**

**Addendum Date:** May 15, 2008


**Buyer:** Matt Myers, CPPB

**Opening Date:** May 21, 2008 @ 2:00 pm (new date)

**Total Pages:** 2 Total Page(s)

1. List and detail any formal or informal complaints with any regulatory agencies against your company. Insert this information in Section V, Part VIII.
2. Please see attached Call report. This report supercedes previous Call reports and/or Call data.
3. Proposers must acknowledge all Addenda issued in Section V, Part I.

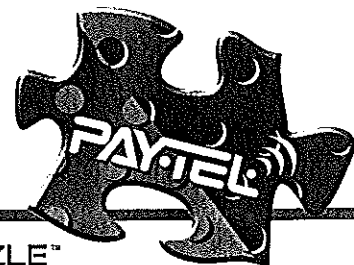
End of Addendum.

  
Matthew F. Myers, CPPB  
Contract Administrator  
Knox County Purchasing Division

1

ph 865.215.5777 • fax 865.215.5778

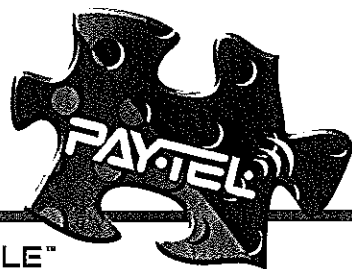
23



Pay-Tel Communications Inc • PO Box 8179 • Greensboro, NC 27419  
1 866 729 8352 • Fax: 1 336 346 1127 • www.paytel.com

**YOUR SOLUTION TO THE INMATE PHONE SERVICE PUZZLE™**

Knox County, Tennessee													
Call Report													
Knox County Sheriff's Detention Facility/Work Release													
2007 Local													
Jan	18624	156619	\$ 26,196.90	307	2617	\$ 490.82	263	2232	\$ 1,761.66	239	1777	\$ 2,330.01	\$ 6,360.54
Feb	16891	141230	\$ 23,664.90	234	1931	\$ 344.75	233	2026	\$ 1,561.54	451	3634	\$ 4,671.49	\$ 6,360.37
Mar	19698	166632	\$ 27,458.85	345	2669	\$ 525.38	299	2373	\$ 1,968.27	372	3205	\$ 4,075.02	\$ 7,107.79
Apr	18541	158245	\$ 25,971.75	607	4608	\$ 874.62	184	1494	\$ 1,221.68	465	3826	\$ 4,889.89	\$ 6,897.24
May	21637	187317	\$ 30,335.55	566	4510	\$ 817.81	183	1519	\$ 1,270.75	417	3301	\$ 4,232.00	\$ 7,606.54
Jun	21313	182837	\$ 29,860.95	541	4401	\$ 807.62	267	2207	\$ 1,600.01	645	5185	\$ 6,611.88	\$ 8,186.80
Jul	18712	159335	\$ 26,251.65	524	4572	\$ 832.40	219	1577	\$ 987.67	402	3365	\$ 4,150.88	\$ 6,701.60
Aug	19050	162187	\$ 27,776.67	453	3640	\$ 700.46	160	1243	\$ 770.57	419	3179	\$ 4,131.13	\$ 6,921.03
Sep	18471	157140	\$ 26,785.80	515	4060	\$ 799.81	141	955	\$ 615.54	320	2564	\$ 3,189.74	\$ 6,468.56
Oct	17217	147187	\$ 25,023.12	384	2854	\$ 576.03	130	1013	\$ 625.04	411	3144	\$ 3,939.15	\$ 6,260.98
Nov	14895	127202	\$ 21,629.22	323	2662	\$ 504.54	192	1594	\$ 963.16	458	3656	\$ 4,224.76	\$ 5,723.79
Dec	16584	143236	\$ 24,067.83	308	2586	\$ 484.23	156	1340	\$ 803.26	273	2001	\$ 2,556.58	\$ 5,750.52
Totals	221533	1889167	\$ 315,023.19	5107	41410	\$ 7,758.47	2417	19573	\$ 14,149.15	4872	38837	\$ 49,002.53	\$ 80,345.75
Knox County Jail													
2007 Local													
Jan	3307	29431	\$ 4,646.40	21	180	\$ 33.05	31	279	\$ 208.33	72	554	\$ 715.58	\$ 1,166.88
Feb	3111	27497	\$ 4,328.25	23	218	\$ 37.61	33	289	\$ 216.55	42	377	\$ 455.17	\$ 1,041.13
Mar	3424	30462	\$ 4,748.40	21	177	\$ 28.26	46	387	\$ 310.77	74	618	\$ 763.76	\$ 1,223.99
Apr	2889	25537	\$ 4,030.80	50	482	\$ 80.01	51	414	\$ 333.50	77	688	\$ 838.64	\$ 1,115.20
May	3761	33178	\$ 5,227.05	23	207	\$ 37.48	28	232	\$ 190.96	92	865	\$ 1,019.02	\$ 1,355.44
Jun	3909	34132	\$ 5,415.60	62	556	\$ 110.10	43	345	\$ 263.84	86	817	\$ 950.68	\$ 1,408.81
Jul	3808	32804	\$ 5,317.95	83	717	\$ 129.99	34	261	\$ 168.74	80	754	\$ 849.31	\$ 1,344.12
Aug	4619	40984	\$ 6,695.46	80	590	\$ 117.66	34	285	\$ 173.90	92	776	\$ 991.28	\$ 1,653.95
Sep	4921	44148	\$ 7,101.21	85	486	\$ 96.48	70	594	\$ 351.50	63	495	\$ 672.56	\$ 1,695.55
Oct	5436	48339	\$ 7,848.96	98	784	\$ 149.40	41	367	\$ 219.05	88	771	\$ 971.23	\$ 1,897.25
Nov	4927	44339	\$ 7,139.58	150	1223	\$ 241.22	11	106	\$ 61.64	39	298	\$ 390.98	\$ 1,589.35
Dec	4902	43857	\$ 7,102.26	142	1182	\$ 224.70	31	209	\$ 140.95	31	268	\$ 340.98	\$ 1,585.92
Totals	49014	434708	\$ 69,601.92	818	6800	\$ 1,286.96	453	3788	\$ 2,639.73	836	7281	\$ 8,958.19	\$ 17,077.59



# **Attachment “C”**

## **Contractor’s Certificate of Insurance**

### **Inmate Phone System**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JA  
PAYTE-4

DATE (MM/DD/YYYY)  
05/16/08

**PRODUCER**  
Craft Insurance Center, Inc.  
823 N. Elm Street  
P. O. Box 14946  
Greensboro NC 27415-4946  
Phone: 336-375-0600 Fax: 336-375-7004

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.

**INSURED**  
  
Pay Tel Communications, Inc.  
P.O. Box 8179  
Greensboro NC 27419

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Hartford Casualty Ins. Co.	29424
INSURER C:	Hartford Underwriters Ins. Co.	30104
INSURER D:		
INSURER E:		

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per location aggr  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	22UUNTA9320	03/21/07	03/21/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	22UUNTA9320	03/21/07	03/21/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	22RHUTA8699	03/21/07	03/21/08	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	22WENN9612	03/21/07	03/21/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Knox County Purchasing Division  
Insurance Checklist  
Proposal Number 709

**OFFICIAL FILE DOCUMENT**  
**DO NOT REMOVE OR MARK**

See attached notepad.

## CERTIFICATE HOLDER

KNOXC-2

Knox County Purchasing Div  
Matthew F. Myers, CPPB  
Contract Administrator  
1000 North Central St., Ste 100  
Knoxville TN 37917

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Jane H. Armas*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**OFFICIAL FILE DOCUMENT  
DO NOT REMOVE OR MARK**

**NOTEPAD:**

HOLDER CODE KNOXC-2  
INSURED'S NAME Pay Tel Communications, Inc.

PAYTE-4  
OP ID JA

PAGE 3  
DATE 05/16/08

Re: Knox County Purchasing Division  
Insurance Checklist  
Proposal Number 709

Knox County is an Additional Insured on the General Liability & Automobile Liability policies if required by written contract, agreement or permit.

The Umbrella policy is "Follow Form."

\*A 30 day notice of cancellation applies for all reasons other than nonpayment of premium and a 10 day notice applies for nonpayment.

OFFICIAL FILE DOCUMENT  
DO NOT REMOVE OR MARK



## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no Insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

##### e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## **SECTION II - WHO IS AN INSURED see # 6. and #7.**

### **1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### **2. Each of the following is also an insured:**

#### **a. Employees and Volunteer workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

#### **(1) "Bodily Injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

#### **(2) "Property damage" to property:**

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### **b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

#### **c. Temporary Custodians of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

#### **d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The Insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an Insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

##### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

###### (1) Your Work

That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";

###### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

###### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

###### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

###### (5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

###### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

#### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

##### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

##### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.