

**DEPARTMENT OF CORRECTIONS
6900 ATMORE DRIVE
RICHMOND, VIRGINIA 23225**

CONTRACT #DOC-05-005

This contract entered into this 18th day of October 2005, by MCI Worldcom Communications Services, Inc. hereinafter called the "Contractor or MCI" and the Commonwealth of Virginia, on behalf of the Virginia Department of Corrections and the Department of Juvenile Justice, hereinafter called "DOC, DJJ or DOC/DJJ."

WITNESSETH that the Contractor and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the Services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: January 1, 2006 through December 31, 2007 and renewable for six (6) one-year periods.

The contract documents shall consist of:

1. This signed Contract including the attached Memorandum of Understanding, Attachment 1: General Terms and Conditions, Attachment 2: Special Terms and Conditions, and Attachment 3: Negotiated Service Terms and Conditions;
2. The Request for Proposal # DOC-05-005 dated August 20, 2004 sections and attachments as follows: Section II: Minority Participation, Section III: Statement of Needs, Attachment B: Minority Participation, Attachment D: Security Standards, Attachment E: Telephone Count - DOC, and Attachment G: Telephone Count - DJJ; and
3. The Contractor's Proposal dated November 15, 2004

To the extent that the terms of the contract documents as listed above are in conflict, the specific provisions as stated in this Contract, Memorandum of Understanding and Attachments 1, 2 and 3 shall prevail. Other contract documents listed in #2 and #3 above shall take precedence based upon the order in which they are listed.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

Signature:	Signature:
Title:	Title:
Date:	Date:

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, &2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Memorandum of Understanding
Contract Number: DOC-05-005

As a result of the competitive negotiation process applicable to Request for Proposals (RFP) # DOC-05-005 for the procurement of an Inmate Telephone System, the Contractor, MCI WorldCom Communications, Inc. and the Purchasing Agencies, the Virginia Department of Corrections and the Department of Juvenile Justice, do hereby agree to the following:

I. SERVICES TO BE PROVIDED BY THE CONTRACTOR

- A. Equipment and Software:** The Contractor shall provide all equipment and software necessary to provide the services requested, to include but not limited to: telephone sets; wiring and cabling; connectors; jacks; cut-off switches; phone enclosures; TDD equipment as requested at each facility; and administrative equipment and supplies required to support this Contract. Should the DOC provide phone lines and facsimile lines for MCI staff located at the DOC Headquarters facility, MCI shall reimburse the DOC on a monthly basis based upon the monthly report of call charges generated by the Virginia Information Technology Agency.

The Contractor shall provide no less than one (1) telephone set per every fifteen (15) inmates. Similar make and style of telephones shall be installed at DOC/DJJ facilities. The Contractor shall utilize any existing hardware belonging to the DOC/DJJ that is available, if it is deemed to be suitable. (Note: Any materials currently belonging to the DOC/DJJ shall remain the property of the DOC/DJJ.) All equipment should be of a heavy construction and considered vandal-proof by telephone industry standards. Security phone sets will be provided by the Contractor. All sets shall be the property of the Contractor. The DOC/DJJ will determine the number of telephones and locations of all equipment at each institution (the RFP Attachment E & G provided and estimate of the required telephones). Location of the telephone sets shall be coordinated with each facilities site administrator. The Contractor will provide services to all institutions required by the DOC/DJJ including current, new and privatized institutions.

The Contractor shall maintain a battery back-up device for each system which will ensure that the telephones remain operational for a minimum of fifteen (15) minutes while a facility switches from primary power source to its resident back-up generator system. Any costs associated with connection of the inmate telephone systems with the DOC/DJJ generator systems will be borne by the Contractor.

- B. Cabling and Wiring:** The Contractor shall provide and install all additional and replacement wire and/or cable necessary for the operation of the proposed system. The Contractor shall provide and install all wire and/or cable required at new facilities and may make a one-time/per facility charge against the commissions paid to the DOC/DJJ based upon actual cost of installation subject to DOC/DJJ approval. All wire and/or cable installed becomes the property of the DOC/DJJ.

MCI will be reimbursed for expenses associated with replacement or repair of cable that is damaged by the DOC/DJJ or any contractor hired by the DOC/DJJ. Reimbursements will be made through a one-time/per incident charge against commissions paid to the

DOC/DJJ based upon actual cost of the replacement or repair subject to DOC/DJJ approval.

The installation and materials used must conform to industry as well as DOC/DJJ security standards (see RFP Attachment D: Security Standards).

C. Telephone Lines: The Contractor shall order all lines and make all necessary connections to make sets active and for mounting all Contractor-owned equipment.

Equipment Refresh: The Contractor will perform a hardware refresh and upgrade within eighty-five (85) days after Contract award of the Global Tel-Link Lazerphone System (call processing/recording) along with workstations at each facility. MCI will install the newest and latest Global Tel-Link LazerPhone hardware platform designed on Dell architecture. In addition to the new Dell Servers and Dell Workstations, MCI will install a new Backup Solution that will contain a copy of all Call Detail Records and Recordings at each facility. This new addition will not require any additional space as it will remain in the LazerPhone Controller cabinet.

MCI will monitor critical system components throughout the life of the contract and will replace any failed component. In addition, MCI will perform a four (4) month formal evaluation process to begin in month forty-four (44) of the contract. The evaluation process will include, at a minimum, the following procedures by component type. Any equipment deemed to need replacement will be ordered with a delivery and installation prior to month forty-eight (48). The evaluation process is outlined as follows:

PC Workstation Evaluation Processes:

1. Inspect each PC WorkStation (Monitor, PC, Printer, Speakers) for external damage and function to include;
 - CD Read/Write Function
 - Monitor View Function
 - Speaker Function
 - Printer Function
2. Evaluation of PC response time performance, as compared to currently available comparable equipment, when running system applications.
3. Review processing speed against currently available PCs and the benefit to application processing.
4. Review operating software against currently available operating software and the benefit to application processing.

If any Workstation component does not pass items 1 or 2 as listed above, the component will be replaced.

If it is determined that an upgrade of items 3 or 4 would provide an overall system users benefit to the operation of the system, MCI will replace all PC workstations whole or in part (i.e. printers or monitors may be re-used).

All hardware will be kept at a level that is supportable by the manufacturer and any technology refresh of such hardware will be at no cost to the DOC.

E. System Repair and Maintenance: The Contractor shall repair and maintain all hardware and software in the system, to include any currently existing hardware that the Contractor chooses to utilize. The Contractor shall be responsible for all charges related to the installation, repair, or maintenance of all hardware/software related to the inmate telephone system for the term of the contract and limited to: line charges, connection fees, or other charges generated by local telephone companies or long distance telephone companies that may be utilized by the Contractor. All work performed by the Contractor shall be at the Contractor's expense and shall not be billed to the DOC/DJJ.

F. External Audit: The Contractor shall provide for an external audit of services on an annual basis by an independent auditing firm verifying the Contractor's timing and billing systems are accurate and capture all calls. The audit will be performed at a maximum of ten (10) combined DOC/DJJ sites per year. Audited sites will vary each year to ensure that all DOC/DJJ sites have been audited upon completion of the potential eight (8) year Contract term.

Selection of the independent auditing firm shall be subject to DOC approval. The staff that performs the audit will be subject to background checks in advance of entering DOC/DJJ facilities. The Contractor shall be required to pay the DOC for the background checks processed (\$50.00 per background check).

G. Automated Victim Information System: The Contractor shall provide 100% funding for the DOC's automated victim information program with VINE (VINE also operates under the name of Appriss).

H. System Functionality: The system shall offer local and long distance, station to station Collect and/or Pre-Paid telephone calls that are processed via an automated operator.

The Pre-Paid option shall offer the called party a service whereby the called party, not the inmate, shall have the option to set-up prepaid discounted rate accounts directly with the Contractor. Once a prepaid account is established with the Contractor, charges for calls will be deducted from the prepaid account. When funds in the prepaid account are depleted, the Contractor will notify the account holder and make arrangements for additional deposits. The contractor shall manage all aspects of account set-up, customer service, billing, credits and fund posting.

The system shall not require assistance of DOC/DJJ personnel when an inmate is placing a call. The system languages will include a maximum of four (4) languages and at minimum, English and Spanish.

In addition, system functions and capabilities will include, but will not be limited to:

1. offer a programmable time limit restriction on calls with a notification of cut-off. A call will be completely terminated when the caller hangs up, or when the systems time limit parameter has been reached. The DOC call limit is fifteen (15) minutes and the DJJ call limit is ten (10) minutes, however, the DOC/DJJ may change their respective limits upon notification to the Contractor.
2. assign a permanent ID number to each inmate to allow system access and use. Upon DOC/DJJ request, DOC/DJJ inmate ID#'s may be changed.

3. include remote cut-off switches at each installation site to allow the system to be disengaged by the DOC/DJJ. The Contractor will provide and install cut-off switches.
4. be capable of providing a maximum of 15 call list numbers to each inmate. The system will be automated to allow for the inmate to be responsible for programming, maintaining, and updating the system with approved numbers. All updates will be made the same day the add/change/delete is entered.
5. brand each call with the name of the facility and the name of the inmate placing the call.
6. deny all incoming calls.
7. detect and prevent or flag a call to be transferred to a third party within the limits of current technology.
8. terminate a call completely when the caller hangs up, the called party hangs up, or when the system's time limit parameter is reached. The inmate will be required to go through the operator or voice activator to initiate another call. Upon termination of a call, the inmate will be required to initiate another call by dialing the entire dial command sequence via the automated operator.
9. offer each institution the capability of remotely monitoring any calls on any lines using equipment provided and installed by the Contractor. The DOC/DJJ Central Office should have the capability of remotely monitoring any calls on any lines in any DOC institution using equipment provided and installed by the Contractor. The monitoring system will incorporate a Gang Management component that will include but is not limited to: identification and tracking of gang member calls and their call patterns, reporting capabilities identifying all calls made by gang members and indicating gang affiliation by facility, and identify phone numbers gang members call and report whether other inmates are calling the same numbers.
10. offer the capability of remotely monitoring and automatically recording all calls made from the inmate telephone system, and the capability to track and retrieve recorded conversations via inmate ID number, destination number, time of call, point of origin, duration of call or statistical sampling. The system will offer the ability to query based on specific words and/or phrases. This feature is to be available at each DOC/DJJ site designated by the DOC/DJJ. **The system will allow for storage of recorded conversations for a period of four years.** The system shall automatically delete any recordings that meet or exceed the four-year storage requirement with exception of those selected for longer storage as described for investigative purposes. The process of storing a recording for "investigative purposes" will take place without the intervention of the Contractor. Any recordings retained for investigative purposes will be made available for the life of the Contract to the Purchasing Agency. Upon termination and/or expiration of the Contract, the Contractor will make the recordings available to the Purchasing Agency for copying purposes. The Contractor shall provide TDD units to facilities at no-charge based upon DOC/DJJ request. The

TDD unit shall use Baudot Code (45.5) standard transmission. The transmission shall allow for recording using LazerVoice equipment. The TDD line shall be used only for TDD calls. The Contractor shall provide the software, which will allow these calls to be sent to a TDD printing device, where the recording can be decoded and printed.

The Contractor shall provide the necessary supply of media to meet the required storage needs. The Contractor shall provide equipment at each institution to record and monitor system calls. The DOC and DJJ Central Offices shall be capable of monitoring and recording any calls on any lines in the DOC/DJJ facility, respectively, using equipment provided and installed by the Contractor. The Contractor shall provide at minimum the following administrative workstations and recording and monitoring workstations:

DOC Site	# Work Stations		DOC Site	# Work Stations
Appalachian	1		James River Work	1
Augusta	1		Keen Mt	2
Baskerville	1		Lawrenceville	2
Bland	2		Lunenburg	2
Botetourt	2		Marion	2
Brunswick	3		Mecklenburg	2
Brunswick				
Work	1		Nottoway	2
Buckingham	2		Nottoway Work	1
Caroline	1		Patrick Henry	1
Chatham	1		Pocahontas	1
Chesterfield	1		Powhatan	2
Coffeewood	2		Pulaski	2
Cold Springs	2		Red Onion	2
Cold Springs				
Work	1		Rich. Women's Div.	1
Culpepper	1		Rustburg	1
Deep				
Meadow	2		Southampton	2
Deerfield	2		Southampton Work	1
Dillwyn	2		St. Brides	1
Dinwiddie	1		Stafford	1
Fluvanna	2		Sussex I	2
Greensville	4		Sussex II	3
Greensville				
Work	1		Tazewell	2
Halifax	1		Tidewater	0
Harrisonburg	1		VCCW	1
Haynesville				
CC	2		Wallens Ridge	3
Haynesville				
Unit	1		White Post	1
Indian Creek	2		White Post Work	1
James River	2		Wise	1

DJJ Sites	# Work Stations		Admin Sites	# Work Stations
Beaumont				
Juvenile	1		Western Region	2
Bon Air	1		Central Region	2
Oak Ridge/ RDC	1		Academy	1
Culpepper	1			
Hanover	2			
Natural				
Bridge	1			

Upon request by the DOC or DJJ, additional Administrative and Recording & Monitoring Workstations will be provided by the Contractor.

11. offer a blocking feature to ensure that specific numbers are not called (i.e. 911, 976, 950, 800, and all toll free numbers). In addition, the system shall allow for individual telephone numbers or ranges of telephone numbers to be blocked based upon subscriber or Purchasing Agency request.
12. include requirement for managing the blocking of large number ranges for State college dormitories.
13. not require DOC/DJJ personnel to assist with the placing of a call.
14. include an accounting package that will provide detailed cost figures on all calls placed and provide revenue accounting on a monthly basis.
15. include English and Spanish language prompts with expansion to an additional two (2) languages.

I. Reporting: The Contractor will provide DOC/DJJ with a monthly written report of all telephone charges, by site, which indicates the DOC/DJJ portion of revenue generated. The Contractor will provide additional reports to the DOC/DJJ on an as-required basis at no-charge to the DOC/DJJ. The Contractor shall provide within seven (7) days of request from the DOC/DJJ, on an as requested basis, reports containing at minimum: inmate ID number, telephone number of origin, time/date of call, telephone number called, duration of call, surcharge, and toll or per minute charges. The Contractor will provide, as needed and/or as requested, training to the DOC/DJJ on system functionality that allows the DOC/DJJ to generate call data reports.

The Contractor will provide a quarterly report to the Contract Administrator indication the dollar amount subcontracted to small businesses, woman-owned businesses or minority- owned businesses for the previous quarter.

J. Administrative Requirements: The Contractor shall be responsible for verification of Attorneys on the Inmate Call Lists.

- K. On-Site Support:** The Contractor shall provide on-site staffing to the DOC/DJJ to include but not limited to:

Name: Mr. Tom Zidar
Job Responsibility: Technical Consultant and Program Manager
Location: DOC Headquarters
Tenure: MCI since 1999, 30 years industry experience

Name: Mr. Dan Hoeck
Job Responsibility: ShawnTech Project Manager
Location: DOC Headquarters
Tenure: ShawnTech since 1998

Name: Ms. Portia Smith
Job Responsibility: PIN Administrator
Location: DOC Headquarters
Tenure: ShawnTech since 1998

Name: Open Position to be Filled Upon Contract Award
Job Responsibility: PIN Administrator
Location: DOC Headquarters
Tenure: N/A

Additional staff assigned to the DOC/DJJ are detailed in Attachment 3: Contract Negotiated Terms and Conditions.

- M. Subcontractors:** It is understood that MCI is the “Prime” Contractor for this Contract. It is the responsibility of the Prime Contractor to make its subcontractors aware of conditions governing this Contract.

N. Training:

(1) Inmate Training - In addition to the inmate telephone system voice prompts, the Contractor shall provide each facility with an instructional video tape and a “print” version of the video tape. The instructional video tape and “print” materials shall include at minimum: instructions on use of the system, details on call list development, and consent form process.

The Contractor shall also provide training via “print” materials for inmates and their families and friends on the call payment options and how they work – collect and prepay payment options. The “print” materials will be made available to the DOC/DJJ for review and approval in advance of distribution.

Inquiries and customer requests from consumers, or site administrators, may be called into the Contractor’s On-site Support Office Monday through Friday business hours via a toll free number. In addition, the Contractor shall provide voicemail service for calls received after business hours.

The Contractor shall provide an “Inmate Hotline” which will allow voice mail inquiries and concerns from inmates. The Contractor will respond to all “inmate Hotline” voicemail messages within forty-eight (48) business hours.

(2) DOC/DJJ Site Administration and Digital Recording Operator Training:

The Contractor shall offer quarterly training which will be directed toward:

- a. new employees at DOC/DJJ facilities;
- b. updating all facilities on system functionality (updates and or changes including but not limited to the new LazerPhone Platform); and
- c. the operation of system payment plans.

An annual training plan will be submitted for approval to the DOC Deputy Director of Operations on or by February 1 of each contract year. All training materials shall be subject to the approval of the DOC/DJJ.

- O. Contract Expiration/Transition:** The Contractor shall provide the DOC/DJJ and its newly selected Contractor assistance for transition to a new contract at the termination of the contract resulting from this RFP.
- P. Out-of-State Inmates:** In the event the Purchasing Agency were to contract with other governmental entities to house inmates from that jurisdiction in facilities operated by the DOC/DJJ, the Contractor will accommodate at no-charge special administrative requirements for out-of-state inmates which may include but are not limited to: special blocks and customization of Call Lists.

II. CALL FEES AND SURCHARGE RATES

The Contractor shall offer rates that do not exceed dominant inter-exchange carrier rates or dominant local exchange carrier rates or local state tariff rates, when applicable and shall utilize a least cost routing system to minimize costs to inmates. No additional charge for services shall be added to the cost of a call placed by an inmate. With the exception of applicable taxes, no additional charge for service shall be added to the cost of a call placed by an inmate. The Contractor will provide the DOC/DJJ with written notice of pending rate changes thirty (30) days prior to the rate change. The Contractor will provide the Purchasing Agency with written notice of pending rate changes thirty (30) days prior to the rate change. In addition, the Contractor will provide the Purchasing Agency a copy of the draft tariff on the date of execution of the contract. The Contractor will provide the DOC/DJJ Contract Administrators a copy of all relevant tariffs filed after contract execution within ten (10) days of the effective date of the tariff.

The Collect Call and Prepay rates and surcharges shall be as follows for all calls (Local, Intralata, Interlata and Interstate) made using the inmate phone system:

	<u>Rate Per Minute</u>	<u>Surcharge</u>
Collect Call Rate	\$0.25	\$1.80
Prepay Rate	\$0.33	\$0.00

Prepay Payment Option:

The Prepay payment option is a new payment option in the Commonwealth of Virginia's Inmate Telephone System. The Contractor shall be fully responsible for the administration of the prepay program to include but not limited to: providing materials detailing operations of the prepay payment option to all DOC/DJJ facilities to be made available to inmates and families & friends of inmates; and collection of all prepay funds and monitoring of prepay accounts.

The Prepay payment option will allow families and friend of inmates to set-up a prepaid account with the Contractor. Once a prepaid account is set-up, an inmate may only call the party named on the prepay account and a deduction will be made against available funds in the prepay account. When funds in the prepaid account are depleted, the Contractor will notify the account holder.

III. COMMISSION

The Contractor shall provide revenue to the DOC/DJJ on a monthly basis, based upon monthly telephone billings. The Contractor shall provide a proportionate share (Commissionable Revenue multiplied by Commission Rate) of revenues generated by calls made on the inmate telephone system. The "Commissionable Revenue" shall be the gross revenue from Collect and Prepay calls generated by the telephones covered under this Contract and carried on the Contractor's network, excluding: taxes; credits; any amount the Contractor collects or otherwise pays to third parties in support of programs mandated by governmental authorities or quasi-governmental authorities, such as Universal Service Fund and the Primary Inter-exchange Carrier Charge; any amount the Contractor pays to payphone service providers pursuant to section 276 of the Telecommunications Act of 1996 and the regulations implementing 276; and any costs incurred by the Contractor in connection with such compensation requirements in support of programs mandated by governmental or quasi-governmental authorities, including without limitation those of Section 276. In the event commissions are not paid within forty-five (45) days of the end of the previous month, the Contractor will ensure that a check is issued within fourteen (14) calendar days. **The Commission Rate shall be 41% of Commissionable Revenue.**

Any one-time charges against the commission must be requested in writing by the Contractor and authorized by the DOC Deputy Director of Operations or his designee. The one-time charges against commission shall not exceed the cost of work that is to be performed.

When the one-time charge against commission is applied, the Contractor shall provide the Purchasing Agency with copies of invoices for the work that has been completed. The audit requirements detailed in section F. above, shall apply to any charges against the commission.

The Contractor shall provide, if requested by the DOC or DJJ, separate commission checks for Collect Call and Pre-paid Call commissions.

Attachment 1
GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “manuals.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. MCI WorldCom Tariff FCC No. 1 is incorporated herein by reference. The Commonwealth understands that MCI, in conducting its business in the manner set forth in its proposal response, is subject to the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission. The Contract, including all matters relating to the validity, construction, performance and enforcement thereof, shall be governed by the laws of the Commonwealth of Virginia without giving reference to its principles of conflicts of law, except to the extent the Communications Act of 1934, as amended, FCC rules or regulations, or any other applicable federal law applies. MCI will provide the services proposed pursuant to its applicable tariffs which are incorporated herein by reference and made a part hereof. In the event on any pricing proposed pursuant to RFP # DOC-05-005 requires a tariff filing, such pricing shall not be effective until the appropriate FCC or SCC approval has been obtained.
- C. **ANTI-DISCRIMINATION:** The Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §11-51 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, §11-35.1E*)

In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: The Contractor certifies that its proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: The Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of its subcontractors and of persons employed by the subcontractor in addition to being responsible for the acts and omissions of the Contractors employees.

Subcontracts: No portion of the work shall be subcontracted without prior written consent of the Purchasing Agency. In the event the Contractor desires to subcontract

some part of the work specified herein, the Contractor shall furnish the Purchasing Agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- I. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- J. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth; however, the Contractor may assign this Contract to any parent, subsidiary, affiliate, or purchaser of all, or substantially all of its assets without prior written consent.
- K. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed. The Contractor shall comply with the notice upon receipt. The Contractor shall not be compensated for any additional costs incurred as the result of such order except as specifically authorized as one-time charges against the Commission in this Contract related to the operation of the Inmate Telephone System. The Contractor shall fully bear the cost to operate the Inmate Telephone System. The only cost to the Purchasing Agency will be for Contract Administration and limited to administrative requirements.

- L. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice to Contractor to cure a material breach and Contractor's failure to cure the material breach following a reasonable cure period, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have. The Contractor shall not in any event be liable for any indirect, special, or consequential loss or damage of any kind, including any lost profits (whether or not Contractor was advised of the possibility of such loss or damage) or punitive damages by reason of any act or omission in its performance of its software under this Contract.
- M. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Contractor certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit.

N. DRUG FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees, (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

O. NONDISCRIMINATION OF CONTRACTORS: The Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

P. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

- Q. TERM:** The term of this Contract shall be for two (2) years, with an option for renewal by the DOC, if agreeable to the Contractor, based on the same terms and conditions, for six (6) one-year periods. If the DOC elects to exercise the option to renew the contract, the percentage (%) of the proportionate share of revenues earned by the Contractor which is paid to the DOC may be negotiated.

Effective December 31, 2013, the DOC shall have the option of extending the contract on a month-to-month basis. This may occur if the competitive negotiation process for a new contract has not been completed.

- R. NOTICES:** All notices provided hereunder to be given in writing shall be deemed given when delivered to, or deposited in the mail (certified mail, return receipt requested) and addressed to the other party as follows:

If to the DOC:

Mr. John Jabe, Deputy Director of Operations
Department of Corrections
6900 Atmore Drive
Richmond, Virginia 23225

and

Ms. Cindy Sager
Director of Procurement
Department of Corrections
6900 Atmore Drive
Richmond, Virginia 23225

If to the DJJ:

Mr. John Coble
Department of Juvenile Justice
700 East Franklin Street, 4th Floor
Richmond, VA 23219

If to the Contractor:

The person signing the Contractor's proposal in response to the DOC's Request for Proposals at the Contractor's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

Attachment 2
SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Department of Corrections will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- C. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department of Corrections, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. **ADDITIONAL USERS:** This procurement is being conducted on behalf of DOC/DJJ agencies, however, and other public bodies may be added to the Contract subject to negotiation and agreement by the Contractor and the public body. Addition of other public bodies to the Contract may occur at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the Contractor. Such modification shall name the specific agency added or deleted and the effective date. The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- E. **CANCELLATION OF CONTRACT:** The Department of Corrections reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **DRUG FREE WORKPLACE:** The Contractor's employees will be subject to a pre-employment drug screening. All contract personnel shall be subject to post accident drug testing and testing where reasonable suspicion exists that the terms of this clause have been violated. In addition, Contractors who work in correctional facilities, detention centers, boot camps, diversion centers, probation and parole offices, day reporting centers, and central or regional offices or with offenders, will be subject to random urinalysis testing.

- G. INDEMNIFICATION:** Contractor shall indemnify and save harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, resulting from or arising out of any personal injury or any real or tangible property damage resulting from the operations of the Contractor in its performance of this Contract, provided that Contractor shall have no liability for damages to the Commonwealth of Virginia, its officers, agents, and employees or any other person for any claim arising out of this Contract, unless such claim results from intentional or negligent misconduct of Contractor. In no event shall Contractor be liable for any indirect, incidental or consequential damage sustained or incurred in connection with Contractor's performance under this Contract, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise; whether or not such damages are foreseen or unforeseen. Except as specifically set forth in this Contract, MCI makes no representation or warranty, express or implied, as to the merchantability, fitness for any particular purpose or otherwise with respect to the MCI services provided under this Contract.
- H. MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the Contract Officer, the Department of Minority Business Enterprise (www.dmbc.state.va.us), the Virginia Minority Supplier Development Council (www.vmsdc.org) and/or the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the Department of Corrections Procurement Office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
- I. PERFORMANCE BOND:** The Contractor shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance Bond, in the amount of one million dollars (\$1,000,000.00), with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bond has been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award.
- J. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for six (6) successive one year periods under the terms and conditions of the original contract. Any changes modifications made regarding the provision of service shall be documented via a Contract Modification.
- K. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- L. HIRING PRACTICES:** In the event a Contractor proposes to employ ex-offenders, the DOC/DJJ may determine that it is not in the best interest to allow some ex-offenders to provide service. Some of the factors that the DOC/DJJ may consider are: where the ex-

offender served time, the nature of the crime and the length of time since sentence obligation was completed.

- M. FAVORED NATIONS:** During the life of the Contract, Contractor will continue to fulfill its ongoing obligation to offer its services in a manner in which the prices the Contractor charges its customers for the same services are not unreasonably dissimilar for similarly situated customers with like traffic patterns, volumes, commitment levels and the like.
- N. CONTRACTUAL DISPUTES:** In accordance with Section 2.2-4363 of the Code of Virginia, claims arising out of this contract, whether for money or other relief, may be submitted by the Contractor for consideration by the DOC, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached to the Director of Procurement, Department of Corrections, 6900 Atmore Drive, Richmond, Virginia 23225, no later than sixty (60) days after the occurrence and based upon having filed a notice of intent to submit a claim at the time of the occurrence. The DOC shall render a final written decision upon the claim not more than ninety (90) days after the written claim is submitted unless the parties agree to an extension of time and confirm this in writing. If the DOC should fail to render a decision in ninety (90) days, the Contractor's sole remedy for failure will be that the Contractor then has the right to institute legal action pursuant to Section 2.2-4364 of the Code of Virginia. The Contractor shall not be granted his claim or any other relief by the DOC or any court simply as a result of delay in rendition of a decision by the DOC. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with performance of this contract, and failure to do so shall be deemed default. All time periods specified above (except the initial sixty (60) day filing period) may be extended by mutual agreement.
- O. CONFIDENTIAL INFORMATION:** The Contractor acknowledges that in the performance of this contract, confidential and proprietary offender information will be made available to the Contractor. The Contractor agrees to maintain the confidentiality of the offender information. The Contractor will not disclose any offender information to any third party without prior written authorization from the DOC. These obligations will apply to verbal information as well as specific portions of information that are disclosed in writing or other tangible form.
- P. CONTRACT ADMINISTRATOR:** The Purchasing Agency has identified its Contract Administrators for this Contract. The individuals named below shall be the points of contact at the DOC/DJJ for day-to-day operations under this Contract. The Contractor shall direct all communications to:
- If to the DOC: Mr. John Jabe
- If to DJJ: Mr. John Coble
- The Contractor shall not make any commitments or comments, or act on behalf of the DOC/DJJ without the explicit direction of the Contract Administrator.
- Q. INSPECTION:** At the conclusion of the installation and or "Refresh" of the system, the Contractor shall demonstrate to the DOC/DJJ that the system is fully operational and in

compliance with Contract requirements. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense.

Attachment 3
Negotiated Service Terms and Conditions
Contract Number: DOC-05-005

March 24, 2005 Negotiations

1. Explain in detail MCI's plans to train appropriate DOC/DJJ staff (what positions do you think should be trained) on system functionality and how you plan to keep DOC/DJJ staff trained during the term of the contract. State how the DOC Contract Administrator will be kept informed regarding these matters.

MCI Response: Provided below is detailed training information that provides specifics regarding MCI's training plans to be performed under any contract resulting from the Commonwealth's RFP. The information provides the various levels of training to be provided and includes details regarding the specific DOC/DJJ positions to be trained.

With regard to keeping the DOC Contract Administrator informed regarding training planned and performed, MCI has proposed, as described in MCI response to question 5 of this document, to hold quarterly Contract Administrator Meetings. During these meetings, MCI will provide detail regarding all personnel that were provided training in the previous period, any changes/improvement made to training and any assistance MCI may require from the DOC/DJJ to assist MCI with training activities.

Training Overview

As MCI has stated within its RFP response, MCI has proposed to replace the current LazerPhone with the latest LazerPhone Platform release. Although all operating systems will be replaced with the latest state-of-the-art LazerPhone Platform, virtually all function for DOC/DJJ system users and inmates will remain the same. Additionally, MCI will implement the same inmate telephone voice prompts and instructions that have been used during the past seven years at DOC/DJJ. This approach will avoid the confusion that would occur through new system training of all DOC/DJJ inmates and wards.

Initial System Training

Although DOC/DJJ system users will be familiar with the new system function, MCI has proposed to perform complete system training upon implementation of the new LazerPhone Platform. This training, as described below and within MCI's response to RFP Section I – Instructions to Offerors, Item J on page I-42 of RFP response, will take place at each facility upon completion of the installation and will re-familiarize the users with features and functions that they may not have thought to take advantage of in the past and insure that all users have an excellent working knowledge of the system.

MCI trainers will arrive on site for training immediately following system installation. They will use the LazerPhone equipment installed at each facility as the training tools. Actual DOC/DJJ data captured by the system will be used to enhance the training environment.

MCI will provide training for various levels of DOC and DJJ staff, including full-time system administrators, part-time system administrators, special investigators, and data entry specialists. The training will include hands-on demonstrations of the equipment and services offered under the contract. Each training session will address basic and enhanced services as listed below. Following Basic Training, breakout groups will be formed by Job description in order to focus on individual job assignments as detailed in Table 1 of this question response.

- Basic Features: phone settings, system settings, PIN administration, blocking features, on/off phone settings, system shutdown, and restoration procedures. This portion of the training will ensure that the trainees have a fundamental understanding of the operation of the system.
- Call Detail Reporting Features: reports by frequently called number, hot number alert lists, destination number, origination number, and three-way call attempt reports. Selected personnel will receive training on how to generate customized reports.
- Recording and Monitoring: investigative information gathering from the LazerPhone system data and live monitoring features, including recording, playback, and keyword search. This portion of the training, along with the training on the system's reporting features, will provide the elements required for a complete investigation.
- Technical Support: a complete discussion of the technical support procedures for the LazerPhone system, including after-hours outage reporting, remote upgrading, software manipulation, service, and maintenance. This portion of the training will include a question-and-answer period.

MCI trainers will answer any questions that facility personnel may have and perform demonstrations with individual participants or during the scheduled group training sessions.

MCI will provide training materials that will become the property of the DOC. This material is proprietary, and MCI requests that this information not be shared with non-DOC/DJJ employees or non-DOC agencies. Training materials will include at a minimum;

- User manuals - The LazerPhone user's manual is a comprehensive guide to the functions and features of the ITS. This instructional manual includes complete descriptions of each menu available in the system. The MCI Team will provide as many manuals as requested by the facility.
- Class handouts, including step-by-step instruction sheets
- Desktop guides
- Internet web addresses for vendor documentation and associated technical literature on inmate telephone system provided by the MCI Team under the ITS Program.

As stated above, following Basic Training, breakout groups will be formed by Job description in order to focus on individual job assignments. Trainers will know in advance the number of participants by site and will schedule the breakout session as required. Table 1 on the following page, provides a summary of the training that will be provided by Job description.

Table 1 DOC/DJJ Program Training Summary

<i>Trainee Group</i>	<i>Type of Training</i>	<i>General Topics To Be Covered</i>	<i>Approximate No of Participants/ Session</i>	<i>Approximate Duration of Each Training Session</i>
Custody Staff	Inmate Telephone System (ITS) Training	<ul style="list-style-type: none"> • Appropriate equipment and system features • Overview of the entire system • Software/hardware upgrades • Trouble handling/service provisioning overview • Additional options and features upon contract modification 	~ TBD	2-hour Two Sessions
Investigative Services Unit and Site Telecommunications Liaison Staff	ITS Training	<ul style="list-style-type: none"> • Appropriate equipment and system features • Overview of the entire system • Software/hardware upgrades • Trouble handling/service provisioning overview • Additional options and features upon contract modification 	~ TBD	4 hours
Law Enforcement Investigative Unit Staff	ITS Training	<ul style="list-style-type: none"> • Appropriate equipment and system features • Overview of the entire system • Software/hardware upgrades • Trouble handling/service provisioning overview • Additional options and features upon contract modification 	~ TBD	4 hours
Central Office / Headquarters Staff	ITS Training	<ul style="list-style-type: none"> • Appropriate equipment and system features • Overview of the entire system • Software/hardware upgrades • Trouble handling/service provisioning overview • Additional options and features upon contract modification 	~ TBD	4 hours

Advanced Training

There will be instances where advanced training, beyond that provided in the initial training program and within the Breakout Training, will be required for DOC/DJJ administrative or investigative personnel to accomplish certain objectives. Advanced training may include learning how to use special system features or combinations of features and capabilities not included in the basic training. MCI will provide this to Department personnel as required. The training location will depend on a number of variables, including the number of personnel to be trained and the individual needs of the trainees.

MCI's On-site Project Manager, Tom Zidar will have overall responsibility for providing all Advanced Training of all DOC / DJJ staff. Tom Zidar is a certified trainer on all of Global Tel*link's LazerPhone products.

Refresher Training

Follow-up training sessions with DOC/DJJ investigators and/or designated personnel will be conducted twice annually or as requested by the DOC/DJJ or Contract Administrator. At a minimum, MCI recommends that refresher training sessions occur during selected statewide meetings of DOC investigators. The ITS refresher training curriculum will be the same as the training that was delivered at the time of system installation, and will include additional training on any system feature enhancements released. The refresher training sessions can, however, be tailored for each audience to ensure the most appropriate topics are covered.

As with Advance Training, MCI's On-site Tom Zidar will have overall responsibility for providing Refresher Training. Tom Zidar is a certified trainer on all of Global Tel*link's LazerPhone products.

Group Training

MCI will participate in any group training that DOC/DJJ may wish MCI to attend, to cover specific features or products of the ITS system through out the duration of the contract. MCI will provide on site training for the life of the contract at no cost to DOC or DJJ when requested.

Alternative Training Options

In addition to the above MCI provided training, MCI offers the following training options. These options are available to all users of the system at any time.

On-Line Training: The LazerPhone system features an on-line manual that will provide DOC/DJJ users with help in both general and specific questions. The on-line manual is written in Adobe PDF (Portable Document File), this gives the user the ability to search by a general subject or by a specific feature or function. MCI will provide all needed Adobe software to use the on-line manual at no cost to DOC.

The manual can easily be accessed while the user is logged into the LazerPhone workstation. The on-line manual can also be provided via CD ROM at the request of DOC/DJJ throughout the duration of this contract.

CD-ROM Based Training: Global Tel*Link has recently completed development of Self-Training Software Package modules. This package is a CD-ROM based tool that will provide both audio and on-screen demonstrations as to the use of IWTS system – essentially the same training that is provided by live trainers. These modules provide full training on the IWTS features and functionalities, or can be used as refresher training on specific features at any time. Once developed by Global Tel*Link this self training tool it will be made available to site staff that are using administrative workstations.

Inmate Training

Because the proposed platform is substantially the same as today and because MCI will implement the same inmate telephone voice prompts and instructions that have been used during the past seven years at DOC/DJJ, there would be no additional training necessary for the inmates.

MCI will continue to provide video tapes that highlight the use of the platform for new inmate orientation. This video has been successful in training inmates that are unfamiliar with the LazerPhone platform as well as inmates with reading disabilities.

MCI will also continue the use of inmate forms as provided in the pages to follow. These forms are available to all DOC/DJJ staff on-line and provided detail information and instruction regarding Dialing procedures, PIN information, Auto Enrolment Instruction and Hot Line instruction and purpose.

MCI is confident that its “No Change” approach to calling procedures will insure inmate satisfaction and minimize inmate training.

INMATE TELEPHONE SERVICE

DIALING INSTRUCTIONS

To use the Inmate Telephone System you need a SECURED PIN number which is your STATE ID plus 4 digits issued to you by MCI. If you do not know your SECURED PIN then you should call the MCI Hotline by using the “#21” service and make a request to receive one as soon as possible.

To make a telephone call follow the recorded instructions given by the phone:

1. Take phone off hook.
2. Dial “1” for English or “2” for Spanish.
3. Dial “#44” for Auto Enrollment to access your Call List, or dial “#21” to leave a message on the MCI Inmate Hotline.
4. If making a regular inmate call, dial 0 + area code + phone number you wish to call.
5. Enter your inmate identification code (STATE ID plus 4 DIGITS) in one string with no pause (example: 123456XXXX).
6. State your full name at the tone. (Keep in mind this is the only chance you will have to leave your name recording).
7. Hold while your call is processed. This process takes approximately 45-50 seconds. There will be silence while the call is being processed.
8. Hang up phone when call is completed.

NOTE: DO NOT ALLOW ANYONE ELSE TO USE YOUR PIN NUMBER. THE SYSTEM DETECTS UNAUTHORIZED USE AND YOUR SECURED PIN NUMBER WILL BE CANCELLED. DISCIPLINARY ACTION WILL BE TAKEN FOR UNAUTHORIZED USE OF THE INMATE TELEPHONE SYSTEM. IF YOU BELIEVE YOUR PIN NUMBER IS BEING USED BY SOME ONE ELSE, PLEASE CALL THE INMATE HOTLINE AND REQUEST A NEW PIN FOR YOUR SECURITY.

By activating your PIN number or using the Inmate Telephone System, you agree to abide by the rules governing use of the Inmate Telephone System and you consent to the monitoring and recording of your telephone calls.

Dialing Instructions form. DOP 855

Site: _____

INMATE SECURED PIN NUMBER CONFIRMATION

Inmate Name: _____

State ID Number: _____

Your SECURED PIN NUMBER is: _____. DO NOT SHARE PIN NUMBER WITH ANYONE. At anytime you feel your PIN number is possibly being used by another inmate please call the MCI hotline and request a NEW SECURED PIN Number. You may now dial #44 to create, delete, and check on phone numbers on your allowed call list. You may have up to 15 telephone numbers on your allowed call list. When using #44 you may use 3 options from the main menu per call.

TO USE THE PHONE:

1. Pick up the telephone headset.
2. Dial "1" for English, "2" for Spanish.
3. Dial "0" + AREA CODE + NUMBER (this number must be on your call list).
4. Dial your Inmate Identification Code (State ID and 4 digit SECURED PIN number, without pausing).
5. State your name (for first time users only).
6. Hold while your call is being processed (about 45 seconds).

Please note that ANY telephone number you wish to call must be on your pre-approved call list. The inmate phone will instruct you through all the steps above...just follow the instructions.

MCI INMATE HOTLINE: If you experience any problems, dial "1" for English and then #21 from any inmate phone and report your problems directly to the MCI Hotline. DO NOT CALL THE HOTLINE TO ADD NUMBERS TO YOUR CALL LIST. If you experience any difficulty reaching the Hotline, please try back at a later time, it may be busy. Thank you for your patience.

IMPORTANT NOTICE: By activating your PIN number or using the Inmate Telephone System, you agree to abide by the rules governing use of the inmate telephone system. You also consent to monitoring and recording of your telephone calls.

UNAUTHORIZED USE OR DISTRIBUTION OF A SECURED PIN NUMBER CAN RESULT IN DISCIPLINARY ACTION AND/OR LOSS OF TELEPHONE PRIVILEGES.

Inmate Secured PIN form. DOP 855

INMATE TELEPHONE SYSTEM

AUTO ENROLLMENT DIALING INSTRUCTIONS

Page 1 of 2

To use the Auto Enrollment System you need a Secured PIN number which is your State ID plus a 4 digit PIN issued to you by MCI. If you do not know your Secured PIN then you should call the MCI Inmate Hotline by dialing “#21” and making a request to receive one as soon as possible. You may use the Auto Enrollment System from designated inmate telephones.

Auto Enrollment Inmate Instructions:

1. Take phone off hook
2. Dial “1” for English or “2” for Spanish
3. The system will say, “Dial 0, plus area code and number you are calling or Press ‘#44’ to access your call list.”
4. The Inmate dials “#44” and the system says: (15-25 second delay)
“Your call is being connected, thank you for using MCI”
“Press 1 for English or Press 2 for Spanish. (Inmate dials ‘1’ or ‘2’)”
5. The inmate selects 1 or 2, then the State says:
6. “Enter your State ID and PIN number after the tone.” (The system restates the Inmate State ID and pin number.)
7. The system then says, “Press ‘1’ if this is correct, or press ‘2’ to re-enter.” (After inmate selects ‘1’ to indicate he has entered his Inmate ID Code correctly, the system will then go on.)
8. The system then says, “Main Menu”:
“Press 1 to add a new telephone number”
“Press 2 to remove a current telephone number”
“Press 3 to check the validation of your current numbers”
“Press 7 to repeat this menu”
or simply hang up.

Auto Enrollment Main Menu Instructions:

Adding A Telephone Number:

1. Dial “1” from the Main Menu to add a number to your call list
2. Enter the phone number you wish to add to your call list, area code first followed by the number. (The system will repeat the phone number entered by the inmate)
3. The system will say, “Press ‘1’ if this is correct, or press ‘2’ if this is incorrect.” (The inmate will press “1” or “2” if the phone number repeated by the system is correct or incorrect)
4. If the inmate presses “1” to indicate the repeated phone number is correct, the system will say, “This phone number that you just added needs consent, please call back in 48 hours for the results.”

Auto Enrollment Dialing Instructions form. DOP 855 Page 1 of 2

INMATE TELEPHONE SYSTEM
AUTO ENROLLMENT DIALING INSTRUCTIONS
Page 2 of 2

Deleting A Telephone Number:

1. Dial "2" from the Main Menu to delete a number from your call list
2. Enter the phone number you wish to delete from your call list, area code first followed by the number. (The system will repeat the phone number entered by the inmate)
3. The system will say, "Press '1' if this is correct, or press '2' if this is incorrect." (The inmate will press "1" or "2" if the phone number repeated by the system is correct or incorrect)
4. If the inmate presses "1" to indicate the repeated phone number is correct, the system will say, "This phone number will be deleted from you call list."

Checking On The Status Of A Telephone Number:

1. Dial "3" from the Main Menu to check on the status or validation of a number from your call list
2. Enter the phone number you wish to check on, area code first followed by the number. (The system will repeat the phone number entered by the inmate)
3. The system will say, "Press '1' if this is correct, or press '2' if this is incorrect." (The inmate will press "1" or "2" if the phone number repeated by the system is correct or incorrect)
4. If the inmate presses "1" to indicate the repeated phone number is correct, the system will say one of the following:
 - a. This telephone number has been consented to by the called party."
 - b. "This telephone number is currently on your call list, but has been suspended or deactivated. Please delete this phone number and re-add it to your allowed call list."
 - c. "This telephone number is still pending approval, please check back in 48 hours."
 - d. "This telephone number did not respond to your request within the 5 day limit. You must delete this number from your allowed call list and re-add it."
 - e. "This telephone number has denied your calls. You must delete this number from your allowed call list."
 - f. "This telephone number is currently not on your allowed call list."

Inmate Telephone System
MCI Inmate Hotline

REASONS FOR USING THE MCI INMATE HOTLINE:

- Request a Secured PIN number to use with your State ID.
- Have your Secured PIN re-sent to you if you lost it or if you want to change it.
- Report trouble dialing a SPECIFIC telephone number.
- DO NOT report the same issue more than once within a 48 hour business time period.
- Billing issues will NOT be addressed on the MCI Inmate Hotline.
- Equipment problems should be reported to your Site Administrator.

Do NOT report equipment problems on the MCI Inmate Hotline.

USE THE MCI INMATE HOTLINE DURING THE FOLLOWING HOURS:

- Monday through Thursday, 7:00 a.m. to 9:00 p.m.
- Friday, 7:00 a.m. to 3:00 p.m.
- Closed on Holidays
- Closed on Weekends
- Messages left outside of the hours above will not be responded to by MCI

HOW TO ACCESS THE MCI INMATE HOTLINE:

1. Dial "1" for English or "2" for Spanish
2. Dial "#21" when the phone asks for, "zero + area code + phone number you wish to dial." You will need to hold for approximately 50 seconds before you are connected to the MCI Inmate Hotline.
3. When you reach the MCI Inmate Hotline, you are REQUIRED to leave ALL of the following information:

SPEAK LOUDLY, CLEARLY AND SLOWLY

- Convicted Name (SPELL LAST NAME IF NECESSARY)
- Inmate State ID number
- Name of Prison you are calling from
- Bed/Cell Number/Dorm
- Reason for calling (include the area code and phone number being dialed if you are calling in regards to a block or other dialing problem)

INACCURATE AND INCOMPLETE INFORMATION GIVEN ON THE MCI INMATE HOTLINE MAY RESULT IN NO RESPONSE FROM MCI WorldCom. You will have 30 seconds to leave a message. MCI will fax a response to the prison within 48 hours. It will be delivered through the inmate mail system by DOC personnel. Thank you for your cooperation.

PLEASE NOTE: DO NOT ALLOW ANYONE ELSE TO USE YOUR PIN NUMBER. THE INMATE TELEPHONE SYSTEM DETECTS UNAUTHORIZED USE AND YOUR SECURED PIN NUMBER WILL BE CANCELLED.

DISCIPLINARY ACTION WILL BE TAKEN FOR UNAUTHORIZED USE OF THE INMATE TELEPHONE SYSTEM. IF YOU BELIEVE YOUR PIN NUMBER IS BEING USED BY SOME ONE ELSE, PLEASE CALL THE MCI INMATE HOTLINE AND REQUEST A NEW SECURED PIN. By activating your PIN number or using the Inmate Telephone System, you agree to abide by the rules governing use of the Inmate Telephone System, and you consent to the monitoring and recording of your telephone calls.

MCI Hotline form. DOP 855

2. MCI proposed an equipment refresh mid term during the eight (8) year contract. State how decisions will be made to determine whether a piece of equipment is updated or not. Be specific as to when this evaluation will take place and the estimated amount of time to complete the refresh.

MCI Response: As stated in MCI's response to question seven (7) of the Commonwealth's questions document due February 9th, MCI has provisioned for an upgrade, or replacement if necessary, of the PC Workstations as well as the segment and auto enrollment servers at the end of year four (4).

Although MCI continually monitors these critical system components throughout the life of the contract and will replace any failed component, MCI will perform a four (4) month formal evaluation process to begin in month forty-four (44) of the contract. The evaluation process will include, at a minimum, the following procedures by component type. Any equipment deemed to need replacement will be ordered with a delivery and installation to prior to month 48. Funds to support the replacement components have been pre-approved and included in the Business Case as described in MCI response to question three (3) of this document.

It is important to note that MCI is committed to the RFP requirements regarding system performance and will replace any equipment that could potentially cause MCI to default these commitments.

PC Workstation Evaluation Processes:

5. Inspect each PC WorkStation (Monitor, PC, Printer, Speakers) for external damage and function to include;
 - CD Read/Write Function
 - Monitor View Function
 - Speaker Function
 - Printer Function
6. Evaluation of PC response time performance, as compared to currently available comparable equipment, when running system applications.
7. Review processing speed against currently available PCs and the benefit to application processing.
8. Review operating software against currently available operating software and the benefit to application processing.

If any Workstation component does not pass items 1 or 2 as listed above, the component will be replaced.

If it is determined that an upgrade of items 3 or 4 would provide an overall system users benefit to the operation of the system, MCI will replace all PC workstations whole or in part (i.e. printers or monitors may be re-used).

Segment and Auto Enrollment Servers:

To determine replacement or upgrade of the segment and auto enrollment servers, MCI will review the performance as well as condition of each component. If it is determined that replacement or upgrade of the component would ensure future reliability of the system, MCI will replace or upgrade the component.

3. State how MCI plans to keep the DOC (Contract Administrator) abreast of system upgrades and new functionality that is available to the DOC/DJJ. Confirm MCI's commitment to pass all system upgrades to the DOC/DJJ during the term of the contract at no additional charge (if the DOC desires the upgrade).

MCI Response: In order to keep the DOC Contract Administrator abreast of all MCI activities during the life of the contract, MCI proposes to hold quarterly Contract Administrator Meetings. During these meeting MCI staff will outline, at a minimum, the following MCI activities that occurred since the last meeting.

- Available System Software Upgrades and related functionality
- Training held and Training scheduled
- Review of Third Party Audit Details and Upcoming Schedules

With regard to available system software enhancements, upgrades and system function, MCI will provide these upgrades to the DOC/DJJ, during the term of the contract at no additional cost.

4. In the event the DOC/DJJ were to approve a debit and/or prepay system in addition to collect calling, state how inmates and the families and friends of inmates (called parties) would be informed.

MCI Response: The proposed LazerPhone system has the ability to play Automated Recorded Announcements to the Called Parties prior to the acceptance of a Collect Call.

Should the DOC/DJJ choose to implement a Prepay program, MCI would use this system capability to announce the availability of the program and to provide the called party with a Toll Free number where they may obtain additional information and/or sign-up for the program. MCI recently used this process in the State of Connecticut and discovered it to be a very effective notification process.

In the event that the DOC/DJJ was to approve a Debit program, MCI would work with the DOC/DJJ to draft an announcement to be posted within the facilities for inmate notification.

In addition, MCI would also work with DOC/DJJ to prepare public information packages to be provided to CURE or any other applicable organizations.

5. The following legislation has been proposed and is likely to pass in the Commonwealth.

“Telephone systems within correctional facilities. Requires the Department of Corrections to offer prepaid or debit telephone systems, in addition to existing collect calling systems. Such telephone systems shall be established with the lowest available rates.”

State how the Offeror will ensure that the Commonwealth (the DOC/DJJ) is getting the lowest available rates.

MCI Response: MCI has a history of offering the lowest available rates within the corrections market. MCI’s current offer is no different. Inmate collect calling from Commonwealth correctional facilities will continue to be significantly lower than collect calling rates generally available to the public. MCI’s proposal for prepaid and debit calling offers an even lower rate to inmates and inmate friends and family members.

As stated above in MCI response to question 10, once costs are identified, rates are established. MCI’s single largest cost of providing service is commission payments to the Commonwealth. MCI is confident that the Department of Corrections can get the lowest available rates by eliminating commission payments.

February 9, 2005 Negotiations

1. Clarify the plan for “refreshing” all hardware associated with the provision of service. Does this process include a “refresh” of workstations? How often during the term of the contract is equipment reviewed and evaluated for “refreshing?” MCI states that the “refresh” process will require approximately 17 weeks to complete. Will the start of initial “refresh” occur within the 1st three months after contract award? Are any there plans to upgrade/downgrade any current equipment – be specific?

MCI Response: MCI has not proposed any equipment downgrades. MCI’s proposal provides for a complete hardware replacement (termed “refresh” in the RFP) of the Global Tel*Link LazerPhone System (call processing/recording equipment) and Workstations at each facility. MCI has proposed installation of the latest release of Global Tel*Link’s LazerPhone hardware platform designed on Dell System architecture as well as 118 new faster processing PC Workstations. In addition to the new LazerPhone platform and Workstations, MCI will install a new Backup Solution that will contain an additional copy of all Call Detail and Recordings at each facility. This new backup system will not require any additional space and will improve reliability, serviceability and maintainability.

This replacement/refresh process will begin prior to expiration of the existing Contract and is estimated to take 85 days (17 weeks), which includes site surveys, ordering of telephone facilities (where needed), installation and testing of call processing equipment, and conversion to the new system. The Timeline will focus on three different groups which are made up of Group 1: Central Region, Group 2: Eastern Region, and Group 3: Western Region. The Table 1 timeline provided on the following page provides a more detailed account of the steps necessary to perform the system-wide installation of the new hardware.

In addition to the initial hardware refresh, MCI has provisioned for an upgrade, or replacement if necessary, of the PC Workstations at the end of year four (4). MCI has also planned for replacement or upgrade of the segment and auto enrollment servers to take place at the end of year four (4). It is important to note that MCI will maintain all system hardware over the term of the contract. Any hardware that is deemed to be in need of replacement or upgrade to insure the integrity of the systems operation will be replaced at no cost to the Commonwealth.

Table 1. Inmate System Installation – System-Wide Activities.

Item	Description	Duration	Day
1	Prior to Existing Contract Expiration	1	1
2	1 st implementation meeting held	1-2	3
3	Obtain security clearances for site survey and install staff	2	3
4	Schedule site surveys – Group 1 (first 3 facilities to be installed)	1	3
5	Conduct additional training for Virginia Field Engineers.	2	4
6	Equipment orders placed for all facilities	2	4
7	Begin detailed site surveys - Group 1	4	6
8	Schedule site surveys – Group 2	1	10
9	Begin detailed site surveys – Group 2	4	11
10	Order access circuits for all DOC/DJJ sites where applicable	35	5
11	Begin pre-install activities for LazerPhone systems where applicable	10	15
12	Schedule site surveys – Group 3	1	19
13	Begin detailed site surveys – Group 3	5	21
14	2 nd implementation meeting held	1	26
15	Deliver equipment to Group 1 sites	5	40
16	Begin installation and migration of data - Group 1	10	45
17	Test and turn-up systems - Group 1	10	55
18	Deliver equipment to Group 2 sites	5	50
19	Begin installation and migration of data - Group 2	10	55
20	Test and turn-up system - Group 2	10	65
21	Deliver equipment to Group 3 sites	5	60
22	Begin installation and migration of data - Group 3	10	65
23	Test and turn-up system - Group 3	10	75
24	Post cutover meeting	1	85
25	Installation and conversion complete	1	85

2. Discuss the proposed process for ‘problem resolution’ including but not limited to response time and communications/notification to the DOC/DJJ of how problems are being addressed and when they are resolved.

MCI Response: When service impacting events occur, MCI will serve as the single point of contact for DOC/DJJ, Inmates and end users for all trouble reporting and resolution, whether related to the MCI network or the call processing, monitoring and recording equipment. This approach to trouble handling ensures a rapid and focused response.

Virtually the same processes that are in place today under the existing contract between MCI and the Commonwealth will continue to be in effect. Under these current processes DOCS/DJJ staff call trouble reports into the MCI on-site service personnel located at Atmore via toll free 800-343-4291. MCI has provided the on-site personnel at Atmore since 1992. This arrangement provides the ability for more of a “Visible & Hands On” approach to problem resolution and status to the DOCS Staff.

In addition to the Toll Free Access, DOC/DJJ staff have the ability to contact the MCI Atmore on-site personnel via email or fax and during off hours contact can be made via pager, cell phone or individual home numbers. Over the years the MCI Atmore on-site personnel have established an excellent working relationship with all DOC/DJJ staff. These relationships have been beneficial to the communication of issues, updates and trouble resolution.

The MCI on-site Atmore service personnel also address any inmate “hotline” reported issues by responding to the inmate’s voice mail. Response to inmate reported troubles is made via a fax to the inmate location at which point a counselor provides the resolution response to the inmate. The MCI personnel also address inmate pin & call list, block & unblock issues as reported by the DOC/DJJ staff.

In addition to the MCI Atmore personnel, MCI’s Florida trouble reporting center is available 24 hours a day, 7 days a week. MCI is unique in that MCI maintains a separate customer service center dedicated solely to MCI’s Corrections customers. This Call Center is utilized off hours, 5pm to 8am daily as well as on holidays & weekends. The same 800 # used by DOC/DJJ staff is routed to this center during these times. This ensures a true 24x7x365 coverage.

Any troubles reported to MCI by the DOC/DJJ are entered into MCI's Ticket Management System for review, dispatch and resolution. Open Tickets are immediately reviewed either by the MCI on-site service personnel in Atmore or by the Florida Call Center. The trouble is given a priority status (see Table 1 below) and general diagnostics are performed. If the trouble cannot be resolve via remote diagnostics the ticket is either directed to Global's Tel*Link Help Desk or the appropriate ShawnTech Field Technician for on-site dispatch. At this point, additional ticket numbers are assigned for tracking purposes and appropriate steps are taken to ensure resolution within the required time frames. Timely updates are provided to DOC/DJJ staff and escalation procedures are followed based upon ticket priority (see tables 2 and 3 below) are provided based upon ticket priority through trouble resolution. MCI has an excellent history with trouble resolution under the existing contract with the Commonwealth. Adjustments have been made over the years to insure for timely resolution and DOC/DJJ satisfaction.

MCI's Florida Call Center's Customer Service Center is also responsible for receiving and handling end user (the person receiving the calls) trouble reporting. This group reacts to issues relating to Block Inquires, billing inquires, and any other inquiry by the End User. MCI's approach to trouble management recognizes that the customers of DOC, DJJ, and inmates, as well as families, attorneys and others who rely on this service always have a route to voice their issues.

Table 1. Trouble Ticket Priority Levels.

Priority Level	Diagnostic Objective	Resolution Objective	Description
Priority 1	1 hour	4 hours	The highest priority level, this classification indicates a loss of service or serious impairment to service, which can not be circumvented. Examples: <ul style="list-style-type: none"> • Circuit outages. • A location that has loss of service affecting greater than or equal to 50% of total service. • High error rates or disconnects of calls. • Inability to complete calls to or from a particular location.
Priority 2	5 hours	8 business hours	Indicates an impairment that is not service affecting or is circumventable. Examples: <ul style="list-style-type: none"> • A location with less than 50% total service affected. • Switched access issues pertaining to connectivity.
Priority 3	5 business hours	24 business hours	Indicates a non-service impacting issue such as a single, non-circuit-specific quality event.
Priority 4	24 business hours	72 business hours	Indicates a non-service affecting issue such as an informational ticket or a ticket opened for monitoring circuits with no current impairments.

Table 2. Escalation Intervals for Priority 1 Trouble Tickets.

Intervals (Hours:Minutes)	Action
0:55	The Technical Consultant will ensure that the Priority 1 Service Inquiry has been tested and isolated. If this isolation has not occurred, escalation is performed.
1:55	The Technical Consultant reviews the Priority 1 service inquiry to ensure isolation process has been completed and a resolution is underway. If this has not occurred, escalation is performed.
Hourly, until resolution	The Technical Consultant reviews the Priority 1 service inquiry each hour until the ticket has been closed. The Technical Consultant has the authority to make escalations if sufficient progress is not being made. At this point, sufficient progress is considered as a resolution at hand.

Table 3. Escalation Intervals for Priority 2 and 3 Trouble Tickets.

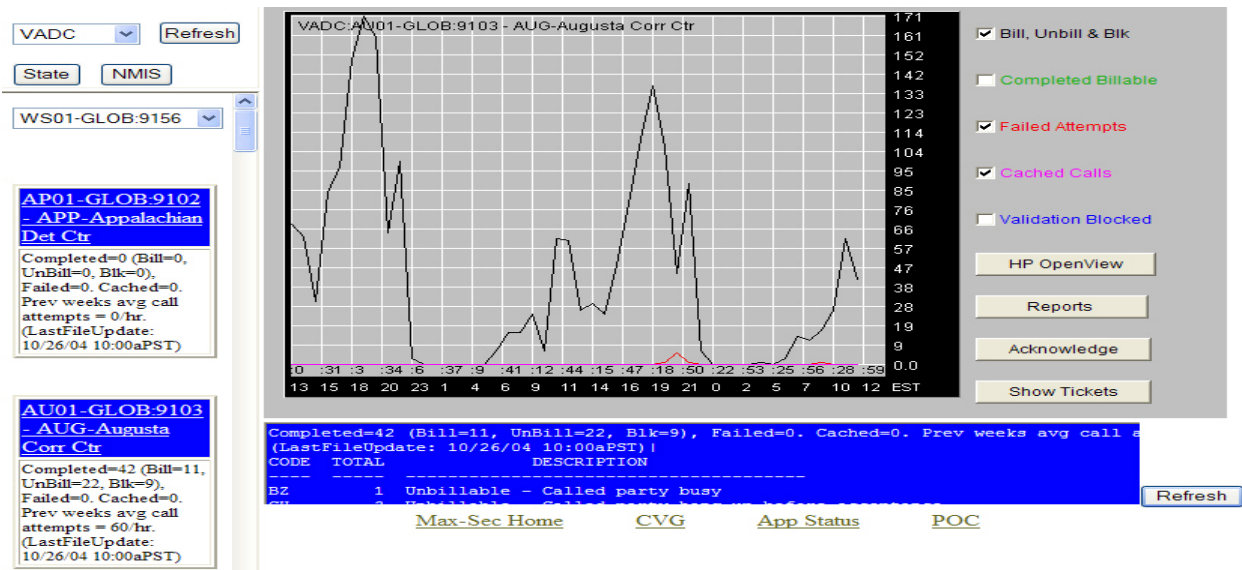
Management Level	Priority 2	Priority 3
Technical Consultant	4 hours	24 hours
Technical Consultant Manager	8 hours	26 hours
Senior Manager	10 hours	28 hours
Director	12 hours	36 hours
Vice President	24 hours	N/A

In addition to the described processes and procedures for Trouble Resolution, to insure minimal system down time, both MCI and Global Tel-Link provide continual diagnostic software which constantly monitors the LazerPhone system, identifies problems and remotely notifies MCI and Global Tel-Link technical support organizations which are on call 7 days a week, 365 days a year. This system monitoring services is called “Site Monitor” and is a value-added feature that MCI provides at no additional cost to its customers.

Site Monitor is a revolutionary method for monitoring the health of the entire ITS solution from a frame relay wide area network (WAN) connection to the ITS platform. It communicates with each system every 15 minutes to verify that the platform and network are fully operational. Thus, it will notify MCI on a near-real-time basis of any suspected service-impacting event, enabling MCI to begin problem resolution before facility staff become aware of the problem. MCI provides access to this tool and data to a number of DOC/DJJ central office staff who have found it very useful in monitoring system health.

Site Monitor minimizes field intervention with opening trouble tickets as MCI is often aware of the problems before the facilities. Much of the problems related to the call processing LazerPhone equipment can be resolved remotely from Global Tel-Link’s technical support group. Some instances will require a field engineer from ShawnTech Communications to be on site to work with an MCI or Global Tel-Link technical support engineer to resolve the problem. Displayed on the following page, is a screen snapshot of our Site Monitor utility that constantly monitors each facility.

MCI’s Site Activity Monitor diagnostic software tool.



3. In the vendor presentation, the DOC would like MCI to demo the 'call forward,' 'call block,' and three-way call detection functionality. State whether calls to cell phones and to #'s that are call forwarded can be blocked? If yes, describe the process. Is there a data base that lists all cell phone #'s and is there a way to block all cell phone #'s? In advance of the presentation, contact Cindy Sager, DOC Procurement Director, regarding any equipment needs or set-up required for this demonstration.

MCI Response: Provided below is written response to each of the above listed call blocking questions. Additionally, as requested, MCI will demonstrate and discuss the call blocking features and capabilities of the proposed LazerPhone system during the oral presentation.

To address blocking of Cell Phone Calls, MCI validates each dialed number against a National Database. This database is continually updated by LEC and CLEC providers with Cell Phone numbers. Any call attempt to a number within this data base is denied.

With regard to Three Way Call and Call Forward Detection and Blocking, MCI's proposed LazerPhone system utilizes an exclusive hardware and software design to detect Three Way Calls. Current technology in the Public Switched Telephone Network only provides audible indications on the line when call forwarding or a three-way call is attempted. Since three-way calling requires a hook-flash of a specified minimum and maximum duration and since the three-way calling is usually accompanied by silence from the called party end of the line, the system detects these signals and responds according to system programming. Programming responses can be a voice prompt informing the parties the call is from an inmate, a flag on the call recording indicating that a three-way call was detected, termination of the call, or a combination of all responses.

Many States's choose to mark the call and allow the call to continue. Investigators are then notified of the three-way call event and take appropriate action up to and including number blocking.

The detection system is dependent on the noise on the line and other signals that can sound like three-way call attempts or the lack of signaling during a three-way call attempt, e.g., connecting two lines through a dual line phone or a digital PBX. Some of the problems that exist with the current technology are that call waiting may sound like a three-way call, which makes differentiation virtually impossible resulting in erroneous disconnects and noise or conversation on the line may mask the signaling normally heard during a three-way call attempt. Call Forward detection is even more problematic and is difficult to detect at all.

MCI and Global Tel*Link continue to develop additional methods to detect Three Way and Call Forwarding. In the event that new technology is released allowing for better detection, the technology will be implemented at no cost to the State.

4. Provide an overview of the various proposed billing/payment options. Provide details regarding contracts in which the Offeror has operated under payment methods other than “collect call.” State how revenue has been impacted.

MCI Response: Over the past 10 years, MCI has developed and deployed numerous billing and payment solutions. These solutions address the various needs of State DOC’s and end users.

The majority of inmate collect calling recipients are billed by the Local Exchange Carrier (LEC). These are LEC’s that have billing and collections agreements with MCI and bill the end user on MCI’s behalf. For those LEC’s and other telephone companies that do not have MCI billing and collections agreements, MCI bills the end user directly. In both of these billing solutions, MCI has a direct relationship with the end user.

MCI also offers a Pre-paid billing option to direct billed customers. Typically, this billing option is offered at a discount off of collect calling rates.

For certain DOC’s customers, MCI has implemented a Debit billing system. The Debit system requires the inmate to deposit funds into a commissary banking system and as calls are placed by the inmate, his/her bank account is debited. For Debit service, the DOC’s will have the direct billing relationship with the inmate.

MCI proposes to take whatever approach meets the needs of the Commonwealth of Virginia DOC/DJJ. Listed below are the various options that are available to the Commonwealth. With regard to revenue impact, each of the listed services can impact revenue depending on the rates and commissions negotiated.

- **Local Exchange Carrier Billing (LEC Billing)**
- **MCI Direct Billed**
- **MCI Direct Billed - Pre-Paid Collect**
- **Inmate Paid – Debit Calling**

5. Provide an overview of the # of staff assigned to the DOC/DJJ account and where geographically they will be placed.

MCI Response: MCI has proposed to maintain the existing in State Management and Support Team that have been supporting the existing MCI contract to provide the Inmate Telephone System in the Commonwealth of Virginia. Additionally, MCI will add an additional in-state Support Team member providing a total dedicated in-state staff of 10 personnel. These dedicated team members are very experienced and intimately familiar with all aspects of managing the Inmate Telephone System for the DOC/DJJ. Many of the Staff are contracted through MCI’s SWAM contractor ShawnTech who provides exemplary service to many of MCI’s State Customers including, as stated, the Commonwealth of Virginia.

In addition to the dedicated staff, MCI's Government Markets Corrections Organization provides a wealth of experience and support to the dedicated Virginia team. MCI's Government Markets Corrections Organization currently supports over 15 State Contracts Nationwide providing Inmate Telephone Services to over 600,000 inmates and hundreds of thousands of end users. Support channels exist between all State Account Teams providing any technical advice or additional required manpower.

Provided below is a listing of the dedicated staff with geographic location, job responsibility and tenure. Also included in this listing is the Sr. Management Team. Although not located in the State they each have direct responsibility for the Commonwealth of Virginia Inmate Telephone Services Contract and are involved in the day-to-day operation.

Sr. Management Team:

Name:	Mr. Steve Viefhaus
Job Responsibility:	MCI Government Markets Corrections Division Sr. Director
Location:	St. Louis Missouri
Tenure:	Over 20 Years with MCI
Name:	Mr. Keith R. Eismann
Job Responsibility:	MCI Government Markets Corrections Division Sr. Manager
Location:	San Antonio, Texas
Tenure:	Over 18 Years with MCI
Name:	Mr. Mike Patterson
Job Responsibility:	MCI Government Markets Corrections Division Account Manager
Location:	San Antonio, Texas
Tenure:	Over 6 Years with MCI
Name:	Mr. Pat Pline
Job Responsibility:	TC Manager
Location:	Albany New York
Tenure:	Over 20 Years with MCI

Dedicated In-State Support Team:

Name:	Mr. Tom Zidar
Job Responsibility:	Technical Consultant and Program Manager
Location:	DOC Headquarters
Tenure:	MCI since 1999, 30 years industry experience
Name:	Mr. Dan Hoeck
Job Responsibility:	ShawnTech Project Manager
Location:	DOC Headquarters
Tenure:	ShawnTech since 1998

Name: Ms. Portia Smith
Job Responsibility: PIN Administrator
Location: DOC Headquarters
Tenure: ShawnTech since 1998

Name: Open Position to be Filled Upon Contract Award
Job Responsibility: PIN Administrator
Location: DOC Headquarters
Tenure: N/A

In State Field Technician Team:

Name: Mr. Don Anderson
Job Responsibility: Field Technician
Location: West Region
Tenure: ShawnTech since 1998 30 Years Telecom Experience

Name: Mr. Patrick Floyd
Job Responsibility: Field Technician
Location: Central Region
Tenure: ShawnTech since 1998, 7 years Docs, Cisco Certified, 4 yrs Navy telecom experience

Name: Mr. Shawn Blaylock
Job Responsibility: Field Technician
Location: Central Region
Tenure: ShawnTech since 2002, 12 years military telecom experience

Name: Mr. Terry Gilchrist
Job Responsibility: Field Technician
Location: Central Region
Tenure: ShawnTech since 1998, Retired Army, 20 years Telecom experience

Name: Mr. Mike Shivers
Job Responsibility: Field Technician
Location: East Region
Tenure: ShawnTech since 2001, Retired military, 15 years Telecom experience

In-State Field Technician Site Territory Assignment:

Don Anderson		
Appalachian Detention	Bland Corr. Marion Corr. & Treatment	Botetourt Corr. Patrick Henry Corr. Tazewell Corr.
Keen Mountain Corr.	Red Onion State Prison	
Pulaski Corr.	Wise Correctional Unit	
Wallen's Ridge State Pen.		
Patrick Floyd		
Augusta Corr.	Buckingham Corr.	Coffeewood Corr.
Cold Springs Corr.	Cold Springs Work Ctr.	Dillwyn Corr.
Fluvanna Corr.	Harrisonburg Detention	Rustburg Corr.
Staunton Corr.	White Post Corr. Unit	White Post Work Ctr.
Culpeper	Natural Bridge	
	Northern Drug Task	
Stafford Detention	Force	
Shawn Blaylock		
Caroline Corr.	Deep Meadow Corr.	Chesterfield Women's Div.
James River Corr.	James River Work Ctr.	Powhatan Corr.
Reception & Diagnostic D.O.C. Staff Training Academy	Richmond Women's Div.	Pocahontas Corr.
BonAir	Virginia Corr.Ctr.Women	Barrett
Beaumont	Oakridge	Hanover
	Central Regional Office	Atmore (DOC HQ)
Terry Gilchrist		
Baskersville Corr.	Brunswick Corr.	Brunswick Women's Work Ctr.
Chatham Corr.	Dinwiddie Corr.	Halifax Corr.
Lawrenceville Corr.	Lunenburg Corr.	Mecklenburg Corr.
Nottoway Corr.	Nottoway Work Center	
Mike Shivers		
Deerfield Corr.	Indian Creek Corr.	Southampton Corr.
Southampton Rec.&Cor.	St. Brides Corr.	Sussex I State Prison
Sussex II State Prison	Tidewater Corr.	Eastern Regional Office
Haynesville Corr.	Haynesville Corr. Work	Greensville Corr.
Greensville Work Ctr.		

6. Provide an overview of the transition timeline.

MCI Response: As Stated in MCI's response to question 1 of this document, MCI's proposal provides for a complete hardware replacement (termed "refresh" in the RFP) of the Global Tel*Link LazerPhone System (call processing/recording equipment) and Workstations at each facility. MCI has proposed installation of the latest release of Global Tel*Link's LazerPhone hardware platform designed on Dell System architecture as well as new faster processing PC Workstations. The hardware replacement process will begin just prior to expiration of the existing contract and is estimated to take 85 days (17 weeks), which includes site surveys, ordering of telephone facilities (where needed), installation and testing of call processing equipment, and conversion to the new system. The Timeline will focus on three different groups which are made up of Group 1: Central Region, Group 2: Eastern Region, and Group 3: Western Region. Table 2 (Inmate System Installation – System-Wide Activities) provided directly following MCI's response to question 2 of this document, provides a more detailed account of the steps necessary to perform the system-wide installation / hardware replacement.

7. MCI states in its proposal that under a new contract, an update to the automated PIN system would be offered. Describe the benefits of the update. When will the update be available? If currently available, why isn't the contract offered under the current contract.

MCI Response: Under MCI's existing contract with the Commonwealth of Virginia, the DOC/DJJ utilizes a Portable PIN Feature. This process works very well and can continue to be utilized without change. In MCI RFP response, MCI offered an upgrade to the existing process. This upgrade is called NCC (National Control Center). The NCC will facilitate the two-way exchange of PIN-related data (state ID/Loc) between MCI and Virginia DOC/DJJ. NCC will provide a mechanism for the DOC/DJJ to submit an agreeable source of data for processing by MCI. MCI will continue to provide feedback on any problems to DOC regarding any issues with the creation or updating of inmate PINS. The data exchange will be handled by NCC through the use of an FTP server as the transport mechanism to accept a full-dump of PIN data reporting from DOC on a daily bases. NCC is currently being utilized in other states as a way of automating the addition or changes to inmate PINS and has a successful record.

The NCC upgrade is available today and could be implemented within 30 to 60 days and will streamline the current process. The intent of this new process is not to change the way DOC/DJJ and MCI presently administer the PIN data, but to add a process which addresses the issues relating the release of and the location of inmates and deletion of old unused system PINS.

8. Provide an overview of the following: inmate 'problem' reporting procedures, staff problem reporting procedures, and the procedure for reporting problems for those individuals that receive calls.

MCI Response: MCI has provided a complete written review of trouble reporting for the DOC/DJJ staff and individuals that receive calls in response to question 4 of this document.

With regard to inmate reported troubles, MCI has a unique process, in place today under MCI's existing contract with the Commonwealth, for Inmate reported troubles called "Hotline". Hotline allows Inmates to report system troubles by dialing a two digit speed dial code from any phone connected to the system. The Inmate is then connected to a voice mail system whereby they may leave a message detailing the discovered trouble. MCI's on-site Atmore service personnel review and address the inmate reported issues. The Service Personnel then respond to the inmate's voice mail via a fax to the inmate location at which point a counselor provides the resolution response to the inmate. The program works very well and has been proposed as part of MCI's new RFP response.

9. Provide an overview of the proposed system training.

MCI Response: As stated throughout this document and MCI's RFP response MCI has proposed to replace the existing LazerPhone platform with the latest version of LazerPhone. The new system is substantially the same as the existing and will allow for a smooth user transition. Training on the new platform will initially be provided to DOC/DJJ staff at each facility as soon as MCI installation and implementation team have successfully completed system testing and the certification procedures.

The initial training sessions will orient DOC/DJJ administrative and investigative personnel to the functions and capabilities of the upgraded platform. Follow-up training will be conducted as required and new employee training sessions will be conducted periodically as the DOC/DJJ staff changes. The MCI Help Desk will continue to provide answers to any questions the DOC/DJJ may have concerning the system.

Because the platform is substantially the same, there would be no additional training necessary for the inmates. The State would save hundreds of hours in manpower hours because of this. MCI will continue to provide video tapes that highlight the use of the platform for new inmate orientation. This video has been successful in training states that are unfamiliar with the LazerPhone platform. MCI will implement the same inmate telephone voice prompts and instructions that have been used during the past seven years at DOC/DJJ.

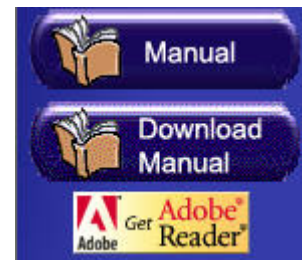
MCI will provide training for various levels of DOC and DJJ staff, including full-time system administrators, part-time system administrators, special investigators, and data entry specialists. The training will include hands-on demonstrations of the equipment and services offered under the contract. Each training session will address basic and enhanced services, focusing on the unique requirements and needs of the personnel attending training.

There may be instances where advanced training, beyond that provided in the initial training program, will be required for DOC/DJJ administrative or investigative personnel to accomplish certain objectives. Advanced training may include learning how to use special system features or combinations of features and capabilities not included in the basic training. MCI will provide this to Department personnel as required. The training location will depend on a number of variables, including the number of personnel to be trained and the individual needs of the trainees. Depending on these circumstances, training could be provided at either an off-site location or a specific Department facility.

MCI understands that it is critical to the success of DOC and DJJ personnel to be thoroughly trained in various aspects of the system operation. MCI will provide on-site training after each cut-over. MCI will also provide to each site additional follow up training through out the contract for possible new users and refresher training sessions.

MCI's Project Manager, Tom Zidar will have overall responsibility for training of all DOC / DJJ staff. Tom Zidar is a certified trainer on all of Global Tel*link's LazerPhone products. MCI will provide training materials that will become the property of the DOC. This material is proprietary, and MCI requests that this information not be shared with non-DOC/DJJ employees or non-DOC agencies.

The LazerPhone system features an on-line manual that will provide DOC/DJJ users with help in both general and specific questions. on-line manual is written in Adobe PDF (Portable Document File), this gives the user the ability to search by a general subject or by a specific feature or function. MCI will provide all needed Adobe software to use on-line manual at no cost to DOC.



The
the

The manual can easily be accessed while the user is logged into the LazerPhone workstation. The on-line manual can also be provided via CD ROM at the request of DOC/DJJ throughout the duration of this contract.

10. Will the system functionality allow for a PIN/voice match? If yes, demonstrate this functionality in the presentation.

MCI Response: The LazerPhone call control platform does not use voice signature matching as we have found from testing and other testimonials that this method of identifying an inmate is unreliable, especially in an open dorm environment. MCI will continue to research and test this technology and when it has been determined to be reliable in a working environment, MCI will again consider implementation.

Global Tel*Link has however integrated an advanced method of PIN matching by using biometrics through the implementation of unique thumb print readers installed into custom phone instruments. MCI will be willing to discuss the implementation of this technology with the understanding that commissions and/or call rates would need be adjusted.

11. Can the system be set to terminate the call if the inmate name is not spoken at the start when the call is made?

MCI Response: The LazerPhone system is not currently setup to terminate an inmate's call if the name is not spoken. LazerPhone's Automated PIN process, currently in use within under the existing contract, alleviates the need for this feature as the inmates Name is pre-recorded during PIN assignment and is played on all calls. In the event an inmate did not record his / her name during the PIN setup, the PIN administrators or investigators have the ability to detect this and shutdown the PIN and notify the inmate to re-record his/her name.

12. Provide an overview of the Gang Management component detailed on page 61 of the proposal.

MCI Response: Under MCI's existing contract with the Commonwealth of Virginia to provide the Inmate Telephone System, MCI is in the process of implementing its Investigative Management System (IMS) at no cost to the Commonwealth. The service, described below and on page 91 of MCI's RFP response, will remain in place under any new contract with MCI resulting from this RFP. MCI will continue to develop the application and provide the Commonwealth with all upgrades.

Investigative Management System (IMS):

MCI developed the IMS investigative tool specifically for its Inmate Telephone System (ITS) customers. IMS was designed to facilitate safe, secure, and orderly operations for staff, visitors, and inmates/wards by helping to identify gang members and monitoring their phone activities.

IMS is a stand-alone software application that comprises a Gang Reporting module and an Employee Reporting module. The modules run outside of the ITS, and each can run independently or concurrently with the other.

The application combines three sets of data that can be searched by user-initiated queries. The first data source, provided by MCI, is a database created from call detail records (CDRs). The other two sets of data must be provided by the DOC/DJJ: A list of the gang members and their gang affiliation, and a list of active employees at each institution. For these modules to provide the most complete information, inmate PINs are required.

DOC/DJJ personnel who have an IMS user name and password will be able to access the Web-based application and perform queries from an existing workstation. IMS is an easy-to-learn, user-friendly, intuitive application.

Gang Reporting Module:

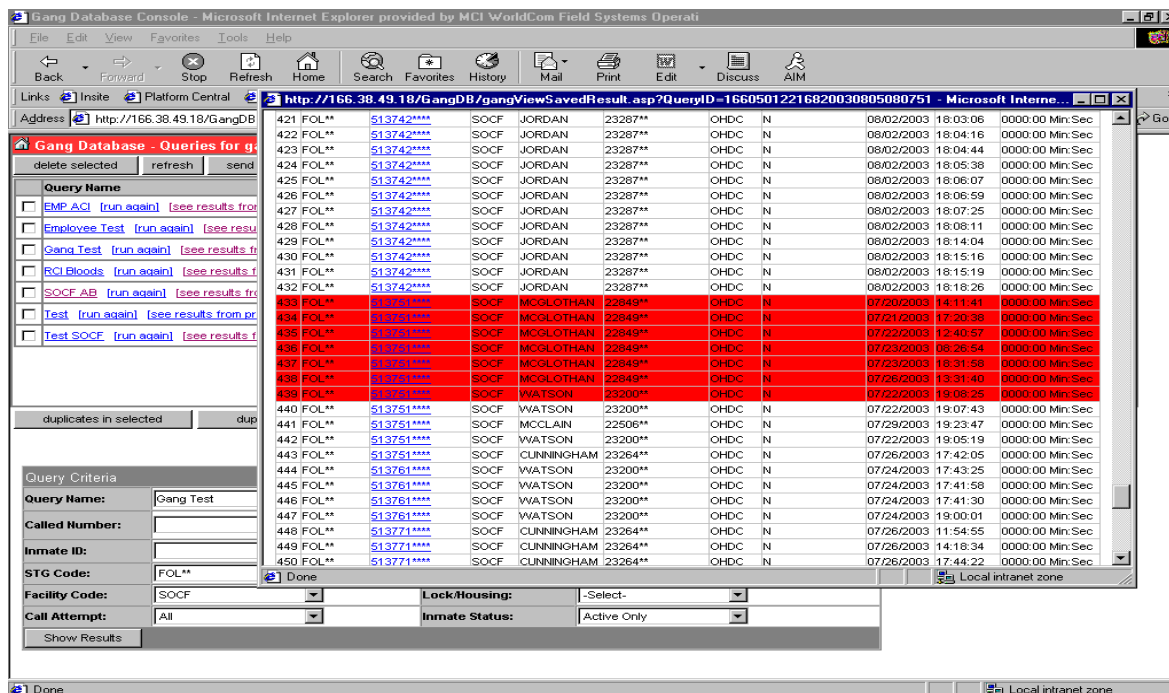
The purpose of the Gang Reporting module is to track the calling patterns of inmates who have known gang affiliations in order to identify other, previously unknown, gang members. The State can use this module to compare the called party numbers (ANIs) of those inmates who have been previously identified as members of a gang with all other inmate calls. The results of this comparison will help the State identify additional gang members and their gang affiliations.

Employee Reporting Module:

The purpose of the Employee Reporting module is to track calls placed by inmates to numbers that are related to the State employees working in the institutions. The system compares the inmate-dialed number to a list of State-provided employee personal phone numbers (e.g., home, cell) to determine if inmates are speaking to institution State employees outside of the institution's walls.

The following (sanitized) screen shots are from a working IMS. Figure 1 shows the search results from a gang query, and Figure 2 shows the results of an employee call query.

Figure 1 Gang query results /Highlighted duplicate gang members detected in RED.



ID	Name	Facility	Location	Phone Number	Date/Time
421 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:03:06
422 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:04:16
423 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:04:44
424 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:05:38
425 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:06:07
426 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:06:59
427 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:07:25
428 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:08:11
429 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:14:04
430 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:15:16
431 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:15:19
432 FOL**	513742****	SOCF	JORDAN	23287**	08/02/2003 18:18:26
433 FOL**	513751****	SOCF	MCLOTHAN	22649**	07/20/2003 14:11:41
434 FOL**	513751****	SOCF	MCLOTHAN	22649**	07/21/2003 17:20:38
435 FOL**	513751****	SOCF	MCLOTHAN	22649**	07/22/2003 12:40:57
436 FOL**	513751****	SOCF	MCLOTHAN	22649**	07/23/2003 08:26:54
437 FOL**	513751****	SOCF	MCLOTHAN	22649**	07/23/2003 18:31:58
438 FOL**	513751****	SOCF	MCLOTHAN	22649**	07/26/2003 13:31:40
439 FOL**	513751****	SOCF	WATSON	23200**	07/22/2003 19:08:25
440 FOL**	513751****	SOCF	WATSON	23200**	07/22/2003 19:07:43
441 FOL**	513751****	SOCF	MCCLAIN	22506**	07/29/2003 19:23:47
442 FOL**	513751****	SOCF	WATSON	23200**	07/22/2003 19:05:19
443 FOL**	513751****	SOCF	CUNNINGHAM	23264**	07/26/2003 17:42:05
444 FOL**	513761****	SOCF	WATSON	23200**	07/24/2003 17:43:25
445 FOL**	513761****	SOCF	WATSON	23200**	07/24/2003 17:41:58
446 FOL**	513761****	SOCF	WATSON	23200**	07/24/2003 17:41:30
447 FOL**	513761****	SOCF	WATSON	23200**	07/24/2003 19:00:01
448 FOL**	513771****	SOCF	CUNNINGHAM	23264**	07/26/2003 11:54:55
449 FOL**	513771****	SOCF	CUNNINGHAM	23264**	07/26/2003 14:18:34
450 FOL**	513771****	SOCF	CUNNINGHAM	23264**	07/26/2003 17:44:22

Figure 12 Employee Query Results

Gang Database Console - Microsoft Internet Explorer provided by MCI WorldCom Field Systems Operator

http://166.38.49.18/GangDB/gangViewSavedEmployeeResult.asp?QueryID=16605012216820630805075448

Stats: Query Criteria

Query: Employee Test Called Number: Begin Date: 07/03/2003 End Date: 08/03/2003 STGCode: GangLevel: Duplicates Count: 2 set(s) Facility Code: Housing Unit: Inmate ID: Bittable: % Active: Employee Facility: RCI Home/Alt Phone: BOTH Employee Status: Y

show all duplicates Print

11:57

Security Threat Group Management System

Employee Test - last ran on 8/5/2003 7:54:42 AM

STG Code	Called Number	Facility Lastname	Inmate Number	State ID	Completed Call	Call Date	Call Time	Duration	Emp. ID/Name
1	419282****	BeCI KIRK	23783**	OHDC	N	07/06/2003	21:45:05	0000:00 Min:Sec	1152 CHRISTOPHER
2	419282****	BeCI KIRK	23783**	OHDC	N	07/06/2003	22:02:46	0000:00 Min:Sec	1152 CHRISTOPHER
3	419282****	BeCI KIRK	23783**	OHDC	N	07/06/2003	22:03:55	0000:00 Min:Sec	1152 CHRISTOPHER
4	419282****	BeCI KIRK	23783**	OHDC	N	07/07/2003	22:08:49	0000:00 Min:Sec	1152 CHRISTOPHER
5	419282****	BeCI KIRK	23783**	OHDC	N	07/08/2003	21:41:39	0000:00 Min:Sec	1152 CHRISTOPHER
6	419282****	BeCI KIRK	23783**	OHDC	N	07/09/2003	22:00:14	0000:00 Min:Sec	1152 CHRISTOPHER
7	419282****	BeCI KIRK	23783**	OHDC	N	07/11/2003	18:54:04	0000:00 Min:Sec	1152 CHRISTOPHER
8	419282****	BeCI KIRK	23783**	OHDC	N	07/13/2003	10:23:05	0000:00 Min:Sec	1152 CHRISTOPHER
9	419282****	BeCI KIRK	23783**	OHDC	N	07/13/2003	18:46:29	0000:00 Min:Sec	1152 CHRISTOPHER

Employee-Inmate Calls

Query Name: Date Range: (mm/dd/yyyy) Inmate ID: Facility Code: Lock/Housing: Call Attempt: Inmate Status: Employee Criteria Employee Facility: Search By: Employee Status: Show Results

13. Can MCI provide an ‘informant line’ at individual facilities if requested?

MCI Response: Yes, MCI provides “informant lines” on several of its existing contracts to provide inmate telephone service. MCI’s informant service is called “Snitch Line” is a value-added feature can be provided by MCI to the Commonwealth at no additional cost. Upon request for this feature, MCI will work with DOC/DJJ representatives and site personnel to implement the feature and provide the necessary training.

The Snitch Line allows an inmate to express concerns or to report suspicious or criminal activities to correction officials via an anonymous message. To enable this feature, the ITS system installed at each location will be programmed to recognize a two-digit speed dial number that an inmate can dial to report a crime tip. The ITS will identify the call as a Snitch Line message and record it on the system hard drive, just as a call recording is stored. Snitch Line recordings will be highlighted in blue on the ITS built-in reports screen for easy identification by facility staff. Because the Snitch Line recordings are maintained on the ITS system in the same manner as recorded calls, each Snitch Line recording can be searched easily from an administrative workstation using the same search features that are available for recorded calls.

Each Snitch Line recording will be enclosed in MCI’s proprietary security envelope, which ensures the chain of custody by protecting the recordings from tampering or alteration.

14. Provide an overview of MCI's commitment to subcontract to SWAM firms. State the % of the total contract value that will be subcontracted and provide an annual dollar amount.

MCI Response: MCI is committed to meeting the Commonwealth's requirement to contract with SWAM firms and to that end, has proposed to subcontract with ShawnTech Communications, Inc (ShawnTech). MCI has a successful history with ShawnTech in the Commonwealth of Virginia as ShawnTech is MCI's current subcontracted SWAM vendor under MCI's existing contract with the Commonwealth of Virginia to provide Inmate Telephone Services.

ShawnTech Communications, Inc. is an Ohio based Corporation with its principal location at One Aset Centre, suite 102 Vandalia, Ohio 45377. Tax identification number **31-1487203**. ShawnTech is a certified Minority Business Enterprise (MBE). Lance S. Fancher is President and CEO. ShawnTech Communications, Inc. has provided installation and maintenance services in correctional facilities for over ten years including, as noted, the Commonwealth of Virginia.

ShawnTech Communications, Inc. is a full-service provider of telecommunications products and services. ShawnTech engineering expertise includes the design, installation and servicing of computer based digital network communications systems (and related peripheral components). ShawnTech specializes in the corrections marketplace, responsible for service and 24/7 problem resolution in 10 states covering over 350 State, County, and City correctional facilities.

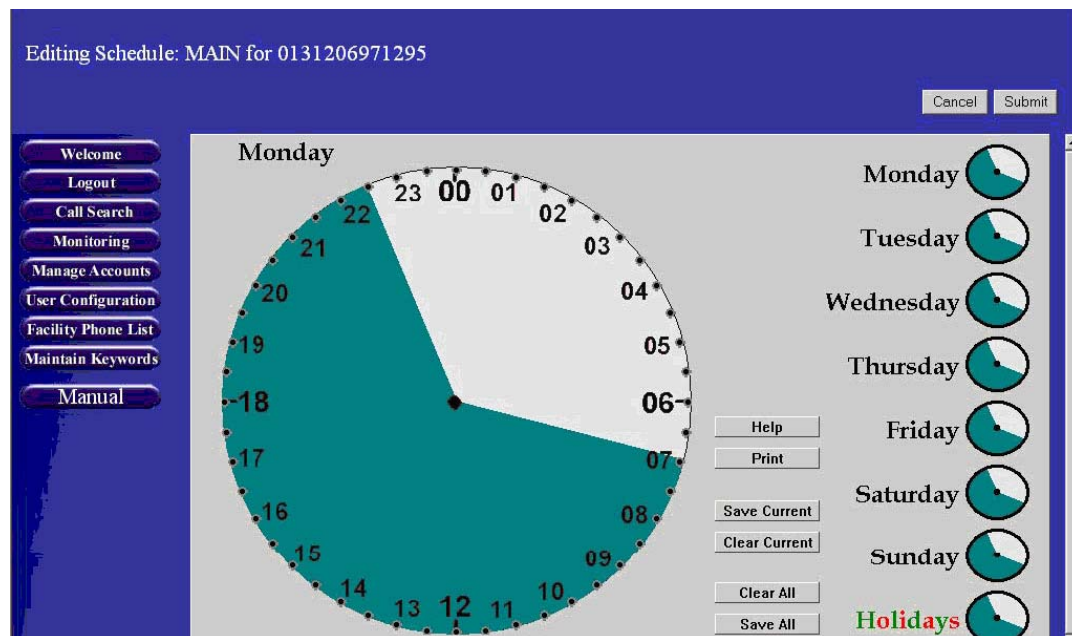
As stated in MCI's RFP response, ShawnTech's contracted revenue will be a minimum of \$10 Million over the 8 year life of the contract, \$1.25 Million annual and represents 35.04% of the total contract value.

15. Does MCI offer on/off system scheduling on a per facility basis?

MCI Response: YES. The currently installed and proposed LazerPhone system, provides for on/off scheduling by phone and facility by facility. As shown in the figure below, there is a scheduling program that allows for the configuration of the on/off times for each phone within an individual facility or for entire facilities.

At the system workstation, users may group phones by any logical method, such as housing units, then assign a phone usage schedule. LazerPhone's Scheduler has a twenty-four hour clock that can be set with on/off periods that are the same or different for each day of the week, plus an optional holiday schedule. After a schedule has been setup, it can be saved, then assigned to an individual phone, a group of phones, or all phones. When PINs are in use, a phone usage schedule may also be assigned to individual inmates. The example below, shows an example of a schedule that allows phone usage from 7:00 AM to 10:30 PM.

Phone Scheduler



16. Does the Offeror's proposed system provide the capability of assigning varying time limits to phone numbers on an inmate call list? If yes, describe. If no, state whether this functionality can be developed and implemented detailing the approximate timeframe to do so.

MCI Response: YES. The proposed LazerPhone system upgrade will provide for the capability to offer varying time limits to phone numbers on an inmate call list. This capability will exist within the destination by time limits feature function of the platform.

On the facility destination information / phone list page, there will be an option to use this feature by check box. You will be able to check the box to turn on time limit setting by destination. A second field will be provided that is for the minutes allowed under any particular destination number. Administrators will activate and set a time limit into the field. The system will then pay attention to the minutes placed into the text box and phones calls placed to this number will time out accordingly.

The destination time limit, when set, will override ALL other time limit settings in the system. This means that when you have this feature on, any limits that were previously set for PIN or Station will be ignored.

Pin Configuration Screen Schedule Name Screen

Created 2/1/2000 8:00:00 AM by SYSTEM Last Modified 8/16/2001 10:13:45 AM by sricks

Facility:

State ID:

PIN:

First Name:

Last Name:

Alias:

Location:

List Type:
☒ Allow List
☐ Block List
☐ Call Anyone

☐ Uses Self Learning PIN

☐ Use Velocity?

Activated
Deactivated
Suspended

Schedule Name:

Alert Group:

Available Funds: dollars

Time Limit: minutes

Recording / Monitoring:
☐ Record Calls
☐ Monitor status of calls

Self Learning Start Date:

End Date:

Number of Days:

Velocity Start Date:

Number of calls:

Reset period (Hours):

17. Clarify the SWAM commitment detailed in the proposal. Is the figure listed in the proposal an annual commitment?

MCI Response: No, the \$10 Million SWAM commitment figure noted within MCI's RFP response is a total contract term commitment. MCI's annual commitment is \$1.25Mil. Both the Annual and Term commitment figures represent 35.04% of the total contract value.

As stated in response to Question 20 of this document, MCI is committed to meeting the Commonwealth's requirement to contract with SWAM firms and to that end will contract with ShawnTech Communications, Inc (ShawnTech). MCI has a successful history with ShawnTech in the Commonwealth of Virginia as ShawnTech is MCI's current subcontracted SWAM vendor under MCI's existing contract with the Commonwealth of Virginia to provide Inmate Telephone Services.

ShawnTech Communications, Inc. is an Ohio based Corporation with its principal location at One Aset Centre, suite 102 Vandalia, Ohio 45377. Tax identification number **31-1487203**. ShawnTech is a certified Minority Business Enterprise (MBE). Lance S. Fancher is President and CEO. ShawnTech Communications, Inc. has provided installation and maintenance services in correctional facilities for over ten years including, as noted, the Commonwealth of Virginia.

18. Verify “commissionable revenue” to be defined as the gross revenue from Operator Service Calls and/or Debit (Advance Pay Calls) generated by the telephones covered under the resulting contract excluding: taxes, credits, any amount the Contractor collects or otherwise pays to third parties (i.e. Appriss) in support of the contract as detailed by contract requirements.

MCI Response: In general, MCI agrees with the State’s above listed definition of “Commissionable Revenue” and respectfully offers the following as MCI’s contract definition. This language is substantially the same as offered by the State above, as used in MCI’s RFP response and is how commissions are defined and paid to the Commonwealth of Virginia under the existing contract to provided inmate telephone services to the Commonwealth of Virginia.

MCI will pay commissions on "Commissionable Revenue," defined as gross billed revenue from Collect (including Advance or Pre-Paid) or Debit (i.e. Inmate paid) if applicable, calls generated by the telephones covered under this Contract, handled by MCI Operator Services and carried on the MCI network, but excluding: (i) Taxes (as defined in the Guide); (ii) credits issued to called parties (for Collect calls) or to inmates (for debit calls) if applicable; and (iii) Governmental Charges (as defined in the Guide), including but not limited to Federal Universal Service charges and Carrier Access charges.

**DEPARTMENT OF CORRECTIONS
6900 ATMORE DRIVE
RICHMOND, VA 23225**

CONTRACT MODIFICATION AGREEMENT

Date: January 19, 2006

Contract Number: DOC-05-005

Modification Number: 001

Issued By: Department of Corrections
Procurement and Risk Management
6900 Atmore Drive
Richmond, VA 23225

Contractor: MCI Worldcom Communications Services, Inc.
1945 Old Gallows Road
Vienna, Virginia 22182

Commodity: Inmate Telephone Services

This contract modification is entered into pursuant to Contract Attachment 1 section K.of the Contract.

Description of Modification:

1. Section II: Call Fees and Surcharge Rates shall be deleted in its entirety and shall be replaced with the following:

The Contractor shall offer rates that do not exceed dominant inter-exchange carrier rates or dominant local exchange carrier rates or local state tariff rates, when applicable and shall utilize a least cost routing system to minimize costs to inmates. No additional charge for services shall be added to the cost of a call placed by an inmate. With the exception of applicable taxes, no additional charge for service shall be added to the cost of a call placed by an inmate. The Contractor will provide the DOC/DJJ with written notice of pending rate changes thirty (30) days prior to the rate change. The Contractor will provide the Purchasing Agency with written notice of pending rate changes thirty (30) days prior to the rate change. In addition, the Contractor will provide the Purchasing Agency a copy of the draft tariff on the date of execution of the contract. The Contractor will provide the DOC/DJJ Contract Administrators a copy of all relevant tariffs filed after contract execution within ten (10) days of the effective date of the tariff.

The Collect Call and Prepay rates and surcharges shall be as follows for all calls (Local, Intralata, Interlata and Interstate) made using the inmate phone system:

Collect Call Payment Option		
	<u>Rate Per Minute</u>	<u>Surcharge</u>
Local	—	\$1.00
Intralata	\$0.15	\$1.50
Interlata	\$0.25	\$2.25
Interstate	\$0.43	\$2.40

Prepaid Call Payment Option		
	<u>Rate Per Minute</u>	<u>Surcharge</u>
Local	—	\$0.90
Intralata	\$0.14	\$1.25
Interlata	\$0.23	\$1.75
Interstate	\$0.40	\$2.40

Prepay Payment Option:

The Prepay payment option is a new payment option in the Commonwealth of Virginia's Inmate Telephone System. The Contractor shall be fully responsible for the administration of the prepay program to include but not limited to: providing materials detailing operations of the prepay payment option to all DOC/DJJ facilities to be made available to inmates and families & friends of inmates; and collection of all prepay funds and monitoring of prepay accounts.

The Prepay payment option will allow families and friend of inmates to set-up a prepaid account with the Contractor. Once a prepaid account is set-up, an inmate may only call the party named on the prepay account and a deduction will be made against available funds in the prepay account. When funds in the prepaid account are depleted, the Contractor will notify the account holder.

These rates and payment options shall go into effect February 1, 2006.

2. Section III of the Contract shall be amended to reflect that the Commission rate shall be amended effective February 1, 2006, whereby the Commission Rate shall be 35% of Commissionable Revenue.
3. Section I. H. 1. of the Contract shall be amended such that the DOC call limit is increased for fifteen (15) minutes to twenty (20) minutes effective February 1, 2006.

Except as provided herein, all terms and conditions of Contract DOC-05-005, dated October 18, 2005 shall remain unchanged and in full force and effect.

CONTRACTOR:

PURCHASING AGENCY:

BY:	BY:

TITLE:	TITLE:
DATE:	DATE:

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §§2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**DEPARTMENT OF CORRECTIONS
6900 ATMORE DRIVE
RICHMOND, VA 23225**

CONTRACT MODIFICATION AGREEMENT

Date: November 15, 2007

Contract Number: DOC-05-005

Modification Number: 002

Issued By: Department of Corrections
Procurement and Risk Management
6900 Atmore Drive
Richmond, VA 23225

Contractor: Global Tel*Link
12021 Sunset Hills Road, Suite 100
Reston, Virginia 20190

Commodity: Inmate Phone Services

This contract modification is entered into pursuant to Section IV., Paragraph O., of the Contract.

Description of Modification:

1. Whereas the Commonwealth desires to renew the performance period of the contract; now therefore it is agreed that the contract performance period shall be renewed from January 1, 2008 through December 31, 2008.
2. Reference letter dated March 2, 2007; effective November 7, 2006, Global Tel*Link Corporation acquired certain assets and operations from MCI Communications Services, Inc. including the business of providing managed telecommunication services to inmates.
3. Reference pgs. 42-44, attachment 3, assigned staff; replace in its entirety with the following :

GTL Virginia DOC Account Management Team

Name: Mr. Jeff Haidinger
Job Responsibility: GTL President of Services
Location: Reston, VA
Tenure: Over 29 years experience in Telcom sales and business development. Jeff has been with GTL for over 2 years.

Name: Mr. Tom Sweeney
Job Responsibility: GTL Senior Vice President of Sales
Location: Boiling Springs, SC

DOC-05-005 Inmate Phone Services

Tenure: Over 29 years experience in the telcom and corrections market. Tom has been with GTL for over 2½ years.

Name: Mr. Tim Miller
Job Responsibility: Area Sales Director – Eastern Region
Location: Jackson, NJ
Tenure: Over 27 years experience in the telcom and corrections market. Tim has been with GTL for over 2½ years

Name: Mr. Jim Beamer
Job Responsibility: Virginia DOC Account Executive
Location: Reston, VA
Tenure: Over 17 years in the computer and telcom markets. Jim has been an Account Executive with GTL for over 3 years

Name: Mr. Pat Pline
Job Responsibility: Director Northeast Field Service
Location: Albany, NY
Tenure: Over 22 years with MCI. Pat has been a Director with GTL since July 2007.

Dedicated GTL On-Site Support

Name: Mr. Tom Zidar
Job Responsibility: GTL Field Service Manager and VA DOC project Manger
Location: DOC Headquarters, Richmond VA
Tenure: Over 7 years with MCI and 30 years in the Telcom industry. Tom has been a Field Service Manager with GTL since July 2007.

Except as provided herein, all terms and conditions of contract DOC-05-005, dated October 18, 2005, and Modification 001, dated January 19, 2006, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR:

PURCHASING AGENCY:

BY:	BY:
TITLE:	TITLE:
DATE:	DATE:

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §§2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**DEPARTMENT OF CORRECTIONS
6900 ATMORE DRIVE
RICHMOND, VA 23225**

CONTRACT MODIFICATION AGREEMENT

Date: August 27, 2008

Contract Number: DOC-05-005

Modification Number: 003

Issued By: Department of Corrections
Procurement and Risk Management
6900 Atmore Drive
Richmond, VA 23225

Contractor: Global Tel*Link
12021 Sunset Hills Road, Suite 100
Reston, Virginia 20190

Commodity: Inmate Phone Services

This contract modification is entered into pursuant to Section IV., Paragraph O. and Section V., Paragraph P., of the Contract.

Description of Modification:

Whereas the Commonwealth desires to renew the performance period of the contract; now therefore it is agreed that the contract performance period shall be renewed from January 1, 2009 through April 30, 2009.

Except as provided herein, all terms and conditions of contract DOC-05-005, dated October 18, 2005, Modification 001, dated January 19, 2006, and Modification 002 dated November 15, 2007, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR:

PURCHASING AGENCY:

BY:	BY:
TITLE:	TITLE:
DATE:	DATE:

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §§2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

DOC-05-005 Inmate Phone Services

**DEPARTMENT OF CORRECTIONS
6900 ATMORE DRIVE
RICHMOND, VA 23225**

CONTRACT MODIFICATION AGREEMENT

Date: December 15, 2008

Contract Number: DOC-05-005

Modification Number: 004

Issued By: Department of Corrections
Procurement and Risk Management
6900 Atmore Drive
Richmond, VA 23225

Contractor: Global Tel*Link
12021 Sunset Hills Road, Suite 100
Reston, Virginia 20190

Commodity: Inmate Phone Services

This contract modification is entered into pursuant to Section IV., Paragraph O. and Section V., Paragraph P., of the Contract.

Description of Modification:

Whereas the Commonwealth desires to renew the performance period of the contract; now therefore it is agreed that the contract performance period shall be renewed from May 1, 2009 through August 31, 2009.

Except as provided herein, all terms and conditions of contract DOC-05-005 dated October 18, 2005, Modification 001 dated January 19, 2006, Modification 002 dated November 15, 2007, and Modification 003 dated August 27, 2008, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR:

PURCHASING AGENCY:

BY:	BY:
TITLE:	TITLE:
DATE:	DATE:

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §§2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

DOC-05-005 Inmate Phone Services

**DEPARTMENT OF CORRECTIONS
6900 ATMORE DRIVE
RICHMOND, VA 23225**

CONTRACT MODIFICATION AGREEMENT

Date: February 12, 2009

Contract Number: DOC-05-005

Modification Number: 005

Issued By: Department of Corrections
Procurement and Risk Management
6900 Atmore Drive
Richmond, VA 23225

Contractor: Global Tel*Link
12021 Sunset Hills Road, Suite 100
Reston, Virginia 20190

Commodity: Inmate Phone Services

This contract modification is entered into pursuant to Memorandum of Understanding, Attachment 2, Paragraph J. of the Special Terms and Conditions of the Contract.

Description of Modification:

Whereas the Commonwealth desires to renew the performance period of the contract; now therefore it is agreed that the contract performance period shall be renewed from September 1, 2009 through December 31, 2009.

Except as provided herein, all terms and conditions of contract DOC-05-005 dated October 18, 2005, Modification 001 dated January 19, 2006, Modification 002 dated November 15, 2007, Modification 003 dated August 27, 2008, and Modification 004 dated December 15, 2008, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR:

PURCHASING AGENCY:

BY:	BY:
TITLE:	TITLE:
DATE:	DATE:

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §§2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

DOC-05-005 Inmate Phone Services

**DEPARTMENT OF CORRECTIONS
6900 ATMORE DRIVE
RICHMOND, VA 23225**

CONTRACT MODIFICATION AGREEMENT

Date: December 22, 2009

Contract Number: DOC-05-005

Modification Number: 006

Issued By: Department of Corrections (DOC)
Procurement and Risk Management
6900 Atmore Drive
Richmond, VA 23225

Contractor: Global Tel*Link (GTL)
12021 Sunset Hills Road, Suite 100
Reston, Virginia 20190

Commodity: Inmate Phone Services

This contract modification is entered into pursuant to Memorandum of Understanding, Attachment 1, Paragraph K. of the General Terms and Conditions and Attachment 2, Paragraph J. of the Special Terms and Conditions.

Description of Modification:

1. Whereas the Commonwealth desires to renew the performance period of the contract; now therefore it is agreed that the contract performance period shall be renewed from January 1, 2010 through December 31, 2013.
2. Effective January 1, 2010:
 - a. GTL (the Contractor) agrees to fund a minimum of \$150,000 annually, or \$600,000 in advance, towards DOC technology initiatives.
 - b. If the Contractor receives annual revenue exceeding \$13,000,000 from the DOC, the Contractor will increase the technology funding to the DOC, by February 28 of the subsequent year (2/28/11, 2/28/12, 2/28/13, and 2/28/14), as listed below:

Supplemental Technology Funding	
If Total Revenue Per Year is Greater Than:	Supplemental Technology Funding Available at the Beginning of Each Year:
\$13,000,000	\$100,000
\$13,500,000	\$150,000
\$14,000,000	\$200,000
\$14,500,000	\$250,000
\$15,000,000	\$300,000

- c. The DOC will identify and notify GTL of the technology initiative(s), and GTL will pay all resulting invoices associated with the technology initiative(s), providing the amount does not exceed the above funding formula.
3. Effective on, or before, February 28, 2010:
- a. The Contractor and the DOC will allow phone calls to cellular phones in accordance with DOC Procedure 803.3.
 - b. The Contractor and the DJJ will allow phone calls to cellular phones in accordance with DJJ procedures.
 - c. The Contractor and the DOC will allow debit calling at the below rates and in accordance with DOC procedures.

	Debit Call Payment Option	
	<u>Rate Per Minute</u>	<u>Surcharge</u>
Local	—	\$0.90
Intralata	\$0.14	\$1.25
Interlata	\$0.23	\$1.75
Interstate	\$0.40	\$2.40

Except as provided herein, all terms and conditions of contract DOC-05-005 dated October 18, 2005, Modification 001 dated January 19, 2006, Modification 002 dated November 15, 2007, Modification 003 dated August 27, 2008, and Modification 004 dated December 15, 2008, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR:		PURCHASING AGENCY:	
BY:		BY:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §§2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**DEPARTMENT OF CORRECTIONS
6900 ATMORE DRIVE
RICHMOND, VA 23225**

CONTRACT MODIFICATION AGREEMENT

Date: March 16, 2012

Contract Number: DOC-05-005

Modification Number: 007

Issued By: Department of Corrections (DOC)
Procurement and Risk Management
6900 Atmore Drive
Richmond, VA 23225

Contractor: Global Tel*Link (GTL)
12021 Sunset Hills Road, Suite 100
Reston, Virginia 20190

Commodity: Inmate Phone Services

This contract modification is entered into pursuant to Memorandum of Understanding, Attachment 1, Paragraph K, of the General Terms and Conditions.

Description of Modification:

Effective April 1, 2012:

1. GTL and the DOC agree to allow debit calling via the GTL online e-commerce web site and telephone Interactive Voice Response (IVR) system. Deposits of funds into an inmate's trust fund account that are made by a credit card transaction originated via web payment or any other payment method will be processed by GTL as the authorized agent of the DOC. In its capacity as agent, GTL will:
 - a. Process credit card funds for transfer to the applicable inmate trust account established and maintained by the DOC via Automated Clearing House (ACH); and
 - b. Operate the systems or software managing the inmate trust funds. Money applied to the inmate debit account shall be made in increments of \$10.00.
2. Credit card transactions processed via the GTL web payment option (Debit II) will be charged standard GTL fees to cover such items as credit card charge-backs and credit card usage fees. Standard GTL credit card fees are listed below:

Transaction Amount			
#	Low End	Upper End	Fee
1	\$0.00	\$25.00	\$3.75
2	\$25.00	\$50.00	\$4.50
3	\$50.01	\$100.00	\$5.75
4	\$100.01	\$150.00	\$7.25
5	\$150.01	\$200.00	\$8.50

Except as provided herein, all terms and conditions of contract DOC-05-005 dated October 18, 2005, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR:

PURCHASING AGENCY:

BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §§2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.