**OPEN-END CONTRACT**

TO PROVIDE INMATE CALLING SYSTEM AND SERVICES AT 15 REGIONAL JAIL AND CORRECTIONAL FACILITIES LOCATED THROUGHOUT THE STATE OF WEST VIRGINIA.

45% COMMISSION ON TRUE GROSS REVENUE SHALL BE RETURNED TO THE REGIONAL JAIL AUTHORITY PER THE ATTACHED.

CALL RATES SHALL BE IN ACCORDANCE WITH THE VENDOR'S RESPONSE TO THE REQUEST FOR QUOTATION.

**PLEASE SEE ATTACHED**

---

**EXHIBIT 3**

**LIFE OF CONTRACT:** THIS CONTRACT BECOMES EFFECTIVE ON FEBRUARY 1, 2002 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE

**APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE.**

**OPEN END**

**APPROVED AS TO FORM BY**

**Purchasing Division Authorized Signature**

**TOTAL**

304-558-2596

**AUTHORIZED SIGNATURE**

Amy Fairchild

1/16/03
REGIONAL JAIL AND CORRECTIONAL FACILITY AUTHORITY
307 JEFFERSON STREET
P.O. BOX 50285
CHARLESTON, WV 25305-0285

VENDOR
*CI715203306 732-695-9614
ATT CORP TCG
340 DANIELE DRIVE
OCEAN NJ 07712

REG'L JAIL & CORR'L AUTH'Y
VARIOUS LOCALES AS INDICATED BY ORDER

<table>
<thead>
<tr>
<th>BEST WAY</th>
<th>DESTINATION</th>
<th>PREPAID</th>
<th>MUL-MUL</th>
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</thead>
<tbody>
<tr>
<td>LINE</td>
<td>QUANTITY</td>
<td>UNIT PRICE</td>
<td>AMOUNT</td>
</tr>
<tr>
<td></td>
<td>DELIVERY DATE</td>
<td>VENDOR ITEM NO.</td>
<td></td>
</tr>
</tbody>
</table>

ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.

UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

PPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE □

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

CHARLYN MILLER 304-558-2596

PURCHASING DIVISION AUTHORIZED SIGNATURE
REQUEST FOR QUOTATIONS

INMATE TELEPHONE SYSTEMS

The West Virginia Regional Jail and Correctional Facility Authority (RJA) and the West Virginia Division of Corrections (DOC) are releasing this Request for Quotations (RFQ) for new inmate calling systems and services at fifteen (15) Regional Jail and Correctional facilities located around the State of West Virginia. The contract resulting from this procurement shall also include any facilities under RJA and DOC control that open during the life of the contract.

The fifteen facilities included in this RFQ are the Central Regional Jail in Flatwoods, WV; the Eastern Regional Jail in Martinsburg, WV; Potomac Highlands Regional Jail in Augusta, WV; the Southern Regional Jail in Beckley, WV; the Northern Regional Jail and Correctional Facility in Moundsville, WV; North Central Regional Jail in Greenwood, WV; the South Central Regional Jail in Charleston, WV; Southwestern Regional Jail in Holden, WV; the Denmar Correctional Center in Hillsboro, WV; the Anthony Center in White Sulphur Springs, WV; the Pruntytown Facility in Grafton, WV; the Huttonsville Correctional Center in Huttonsville, WV; and the Mount Olive Correctional Complex in Mt. Olive, WV; Saint Mary’s Correctional Center in Saint Mary’s, WV; and Ohio County Correctional Complex in Wheeling, WV. A list of the facilities their locations and number of phones is included in this document.

Some of the facilities have 16-bed sections, while others have dormitories. These sections and dormitories shall have a 2nd telephone installed by the successful vendor. The exact number of sections and dormitories in each facility will be made known to the vendors at the mandatory pre-bid vendors conference.

Each facility has a Communications room. All Local Exchange Company (LEC) activity comes to the Communications room. Each facility has conduit and pull cable running from the Communications room to each individual housing unit. Existing wiring may be re-used at each facility if the successful vendor chooses to do so. However, the condition of the wiring from the Communications room to the termination of the inmate telephone station shall be the responsibility of the successful vendor, and all such wiring shall be included in any warranty and post-warranty maintenance agreements. The successful vendor shall clearly mark the wiring and phone boxes with the location of the phone. Wiring and phone boxes shall be marked in both the housing unit and the Communications Room. The system at each facility shall have a minimum of 50% future growth capability in the number of inmate telephone stations.
The successful vendor shall provide inmate telephone systems and services for the above facilities, beginning upon expiration of the current contract. The contract resulting from this procurement shall also apply to any facility which may be constructed and operated by the RJA during the life of this contract. It is currently anticipated that the Western Regional Jail will open during 2002, and the Tygart Valley Regional Jail will open in 2008.

**SYSTEM FEATURES**

**TAMPER RESISTANT PHONES** - The inmate telephone stations shall be designed to guard against both inmate abuse and natural elements. The telephones shall be tough and easy to keep clean and the handset assembly shall be sealed and secured to the housing with an armored cord. The telephone shall have no parts that can be removed without some special type of tool to prevent both damage to the phones and the manufacture of possible weapons. Tools needed to remove any part of the telephone shall be provided to the Jail Administrator or Warden at each facility. The mouthpiece shall be able to keep out background noise. The telephone shall have the following physical and design characteristics: chrome plated DTMF tone dial that is water, flame and shock resistant; hearing aid compatible; steel housing to protect the electrical components; scratch and mar resistant paint/finish; concise instructions on faceplate; industry standard design; armored handset cord that is resistant to stretching and breaking; tamper-proof housing; and reinforced by security studs to prevent easy removal. Inmate phones must not be capable of receiving incoming calls.

**LOW MAINTENANCE** - The system shall have special surge protection and a long-term power supply to prevent power surges and outages which may erase the operating software in the controllers.

**BATTERY BACKUP** - The system shall include a battery backup that shall keep the system running for a minimum of 4 hours in the event of a blackout or power outage.

**LINE POWERED PHONES** - The system shall have phones that require no AC power to be run to the inmate housing units. Phones that are line powered or "smart" phones shall be installed.

**CALL EQUIPMENT PROVIDED** - The successful vendor shall provide jacks, hardware, software, wiring, cut-off switches, cabinets, housing/workstations for monitoring equipment, and all other items necessary for proper installation, and any other cost to install and maintain the inmate phone service free of charge to the RJA and DOC. The successful vendor shall include a minimum of (5) spare handsets, receivers and handset cords at each facility to serve as spare parts should the original equipment fail.
All cabling, cut-off switches and jacks shall become the property of the State of West Virginia upon the expiration of any contract resulting from this procurement. The system shall be equipped with one central office line per station, allowing for simultaneous call capabilities from all inmate telephones. All equipment provided, including the inmate telephone stations, must be new, in current production and considered state-of-the-art at the time of installation.

MULTILINGUAL SERVICE - The system shall be capable of processing calls on a selective, bilingual basis in English and Spanish. The inmate shall be able to select the preferred language using no more than a two digit code.

TDD - All vendors shall provide the price of a Telecommunications Device for the Deaf (TDD) that shall remain constant for the life of the contract. Facilities shall be able to buy a TDD from the contract, on an as-needed basis, at that price at any time during the life of the contract.

CONFERENCE CALLS/TRANSFERS - The system shall prevent inmates from defrauding RJA/DOC’s and the public's telephone systems. The system shall have the capability to recognize an attempt by the called party to transfer the call or create a conference call. The system shall automatically terminate the call or announce to each added party that the call was originated by an inmate in a correctional facility.

PROGRAMMED CALL DURATION LIMITS - The system shall allow the facility to set and/or change a limit on maximum call duration on site without the intervention of the successful vendor. The system shall automatically terminate a call at the time limit set, after giving the inmate a thirty second warning. The system shall allow call duration limits to be set by facility, section or individual station.

CALL BLOCKING - The system shall prevent all incoming calls and allow the blocking of specific out-going calls from the inmate phones. The system shall block calls to the (Toll Free) 800, 888, 887, 900, 950, 976, 10XXX, 911 and 411 exchanges, in addition to specific telephone numbers of judges, witnesses, jury members, facility personnel and specific members of the general public. The individual facilities shall have the capability to block and unblock any number, exchange or area code on site without intervention of the successful vendor. The system shall also have the capability to block specific PIN numbers for inmates on site without intervention of the successful vendor. The successful vendor shall not block any number from being called without permission of the DOC and RJA for any reason. Only the facilities or the person being called may request that a number be blocked. The successful vendor may make a request to the DOC or RJA to have a number blocked, but the vendor shall wait for approval by the State prior to blocking any number.
SPECIFIC FREE LOCAL CALLS - The system shall be programmable to allow specific free calls as determined by the facility, such as calls to the Public Defender's Office, certain attorney's offices, bail bondsmen, etc.

POWER CONTROLS - The system shall provide on site programable capabilities to turn on and shut off either all phones or individual phones in the system. The system shall also have a minimum of 2 manual control switches for each individual phone that override the automatic feature. One switch shall be located in each housing unit/Pod for Officer access, while the second switch shall be located in a secured area for critical public safety situations.

CALL BRANDING AND ACCEPTANCE - The system shall identify each call as coming from an inmate and the name of the facility from which the inmate is calling. The called party must then be able to accept or reject the call by dialing a number on their telephone or by voice recognition. This feature shall be available for called parties with rotary dial and pulse dial phones as well as touch-tone service. The branding, call acceptance and call rejections shall have the capability of being multi-lingual. The system shall have the capability of giving the inmate a detailed response of why a call was rejected. Some examples shall be, but not limited to, the following: "There is a block on this phone due to non-payment; "there is a block on this phone at the owners request"; and, "there is a block on this phone at the request of the Institution". Service must not change for unanswered or non-accepted calls.

PIN NUMBERS - The system shall allow for use of PIN numbers. The PIN numbers shall consist of a minimum of 6 digits and a maximum of 10 digits, and the PIN number, once assigned to an inmate shall "follow" that inmate as he goes to and from any of the facilities included in this procurement. The system shall call for the inmate to enter his/her PIN number prior to dialing any outgoing calls. The system shall use the inmate's PIN number in determining what numbers can be called, what numbers shall be blocked from receiving calls, and any other mandatory features of this RFQ. The system shall allow for PIN numbers themselves to blocked from use. The successful vendor shall be responsible for initial inputting of inmates' PIN numbers and for entering the maximum of 30 numbers that the inmate may call using this PIN number. The successful vendor shall be responsible for updating the PIN number database a minimum of one time per month, based on information collected and provided by the individual institutions. The successful vendor shall be responsible for providing in writing the reason that any PIN number or phone number is blocked or restricted to the appropriate facility. All vendors shall, as part of their bid response, explain in detail the entire process of PIN administration. The successful vendor shall be able to provide each facility with PIN information in hard copy and in a Window-based database program on demand.
DETAILED CALL RECORDS - The proposed system must provide call detail reports for all calling activity to the facilities covered under the contract which will include:

- Report showing inmate telephone number, date, time, PIN # (if applicable), number called, duration of call, and cost of each call.
- Report showing "frequently called numbers" for all numbers called more than 5 times in a day.
- Report showing "common numbers called" for all numbers called by more than one inmate.

CALL MONITORING AND RECORDING - The system at each facility shall allow the following conversations to be monitored/recorded: specific phones; specific PIN numbers/inmates; specific numbers called; and, all conversations. The system shall provide for both on-site and remote monitoring/recording of calls. This monitoring/recording shall be done silently without either party's knowledge, anytime that the facility administration deems it necessary to do so. The monitor/record system shall allow the facility to scan through the system and monitor any call at any time from a maximum of six administrative stations. The system shall allow each facility to initiate recording on any conversation from any of the administrative stations and to store the recordings on digital audio tape. The system shall allow each facility to access recorded tapes from any one of a minimum of 3 stations within the Administrative Unit of the facility. Recorded conversations shall be tracked by, but not limited to: Inmate PIN number; number called, and location called from. The system shall detect, by use of PIN number, if a call is placed to an inmate's attorney, and shall prevent that call from being monitored or recorded.

AUTOMATED OPERATORS - The successful vendor's service shall utilize automated operators. At no time shall an inmate be allowed to access a live operator.

ADMINISTRATION TERMINAL - The system at each facility shall include an Administration Terminal that will allow them to make administrative changes to the system on-site without intervention from the vendor. This terminal shall, at a minimum, allow the facility to program call duration limits, on-off times for stations, add/delete/change PIN numbers, add/delete/change numbers from the Call Block list for each inmate, add/delete/change numbers from the free call list for each inmate, review call records, and administer the Call Monitor/Record functions.
DEBIT CALLING - The system shall give inmates the option of placing collect calls or using a debit calling feature that lets inmates pre-pay for calls. The system shall keep track of each inmate's pre-paid balance and determine whether or not the inmate's call can be placed by debit calling according to his/her balance. The system shall notify the inmate what his/her balance is after the inmate enters their PIN number, and then give the inmate the choice of debit or collect.

REPORTS - The successful vendor shall provide the following system and usage reports on a monthly basis at no cost to the State:

A. Record, by day, of PIN adds and deletes, by facility
B. Total billed revenue and commission by facility
C. Frequently called number report - weekly by PIN
D. PIN numbers in use
E. Station Message Detail Recording, including:
   1. Specific numbers called by PIN
   2. Duration of calls
   3. Date and time of calls
   4. Call charge, for local, IntraLATA and InterLATA
   5. Inmate station used (extension number)

VENDOR SERVICES

SERVICE RESPONSE TIME - The successful vendor shall respond (call-back) on all service calls for hardware/software within 2 hours, 365 days a year. When on-site service is required, the vendor shall provide technicians that are professionally trained to provide fast, reliable high quality service. If on site service is required, the response time shall be within 6 hours of the service call, 7 days per week, with a permanent point of contract with the successful vendor. The on-site technicians shall be residents of the State of West Virginia to ensure on-site service is provided within the time frame specified earlier in this section. Equipment removed and repaired off-site shall be replaced with loaner equipment, at no expense to the DOC or RJA. The successful vendor shall provide each facility with a toll-free 800 or 888 telephone number for service calls and system administration issues. The successful vendor shall not block anyone from calling the toll-free line to report a service problem. The system shall be capable of remote diagnostics and the dedicated line for remote diagnostics shall be at the expense of the successful vendor.
MOVES, ADDS, CHANGES, DELETES - The RJA/DOC shall have the right to initiate moves, adds, changes and deletions of telephone stations at each facility. The RJA/DOC shall work with the successful vendor to establish telephone locations and the number of stations required at each.

HOT LINE - The successful vendor must provide each facility with a toll free service Hot Line to enable consumers to discuss concerns related to billings.

COMMISSION STATEMENTS - The successful vendor shall provide the facility with commissions on revenue earned by inmate calls. Commission payments earned at regional jails shall be forwarded to the Central Office of the RJA, while commission payments earned at DOC facilities shall be returned to the facility from which they were earned. Commissions shall be calculated as a percentage of gross billable revenues (non-payments and collections against persons called shall not be deducted from the gross, this is an expense incurred by the vendor) and shall be payable no later than the 20th day following the end of each month. If a commission payment is late, the successful vendor will receive a notice from the RJA and/or the DOC stating the importance of receiving commissions in a timely manner. If a commission payment is late a 2nd time, the RJA and/or the DOC will begin the process of having the vendor declared a “non-responsive” vendor with the Purchasing Division of the WV Department of Administration, which prevents the vendor from doing further business with the State of West Virginia and allows the RJA/DOC to begin finding alternative inmate telephone service. All vendors shall provide a payment bond in the amount of $250,000 to cover unpaid commissions for the entire account (DOC and the Regional Jail facilities). Detailed revenue statements shall be provided with each commission payment.

COMMISSIONS ENHANCEMENT AND AUDITING - The RJA/DOC retain the right to audit the calling data and revenues resulting in commissions from the inmate telephone. All vendors shall commit to this in their bid response. The successful vendor shall be furnished with a ten day notice prior to the RJA/DOC executing their right to audit.
TRAINING - The successful vendor shall train regional jail personnel in the various aspects of the inmate telephone system administration, operation and reporting. The inmate telephone system training must be provided on-site at the various facilities, and at no cost to the West Virginia Regional Jail and Correctional Facility Authority or Division of Corrections.

INSTALLATION - An installation date shall be guaranteed by the vendor for a time period beginning at the signing of the contract. Installation procedures shall be coordinated in such a way as to minimize disruption of the facilities' routines and result in minimal downtime to the inmate telephone system. The system shall be at a minimum of 50% operation within 30 days and 100% operational within 60 days, at each facility. The successful vendor shall guarantee that the installation of the equipment and associated wiring shall be made in accordance with all applicable provisions of the National Electric Code and FCC Rules and Regulations.

INSURANCE - The successful vendor shall purchase and maintain in force, at its own expense, such insurance as will protect it and the State from claims which may arise out of or result from the vendor's execution of the work, whether such execution is by itself, its employees, agents, subcontractors, or by anyone for whose acts it may be liable. The insurance coverage shall be such as to fully protect the State, and the general public, from any and all claims for injury and damage resulting by any actions on the part of the vendor or its forces as enumerated above. The successful vendor shall furnish a copy of the original Certificate of Insurance upon being awarded this contract.
FAILURE TO COMPLY

Should the selected vendor fail to comply with any portion of the inmate phone contract at any facility, the State reserves the right to terminate the contract without any penalty whatsoever upon 30 days written notice to said vendor and institute any necessary legal action.

<table>
<thead>
<tr>
<th>FACILITY</th>
<th>LOCATION</th>
<th>DESIGN CAPACITY</th>
<th>PHONES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Regional</td>
<td>Flatwoods, WV</td>
<td>200</td>
<td>17</td>
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<tr>
<td>Eastern Regional</td>
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<td>North Central Regional</td>
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<td>Potomac Highland Regional</td>
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<td>Southwestern Regional</td>
<td>Holden, WV</td>
<td>300</td>
<td>25</td>
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<tr>
<td>Denmar Correctional Ctr.</td>
<td>Hillsboro, WV</td>
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<td>Huttonsville, Correction Ctr.</td>
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<td>Northern Regional</td>
<td>Moundsville, WV</td>
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<td>126</td>
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<td>Pruntytown Facility</td>
<td>Grafton, WV</td>
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<td>27</td>
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<tr>
<td>Anthony Center</td>
<td>White Sulphur Springs, WV</td>
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<tr>
<td>Ohio County Correctional</td>
<td>Wheeling, WV</td>
<td>54</td>
<td>8</td>
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9/9
TAMPER RESISTANT PHONES – The inmate telephone stations shall be designed to guard against both inmate abuse and natural elements. The telephone shall be tough and easy to keep clean and the handset assembly shall be sealed and secured to the housing with an armored cord. The telephone shall have no parts that can be removed without some special type of tool to prevent both damage to the phones and the manufacture of possible weapons. Tools needed to remove any part of the telephone shall be provided to the Jail Administrator or Warden at each facility. The mouthpiece shall be able to keep out background noise. The telephone shall have the following physical and design characteristics: chrome plated DTMF tone dial that is water, flame and shock resistant; hearing aid compatible; steel housing to protect the electrical components; scratch and mar resistant paint/finish; concise instructions on faceplate; industry standard design; armored handset cord that is resistant to stretching and breaking; tamper-proof housing, and reinforced by security studs to prevent easy removal. Inmate phones must not be capable of receiving incoming calls.

AT&T Response: understood and complies. AT&T is pleased to provide the industry leading inmate telephone manufactured by Phillips and Brooks/Gladwin, Inc for installation into each correctional facility. This Premium Inmate Telephone is manufactured in heavy gauge brushed stainless steel to provide supreme mark and scratch resistance. The telephone is secured with five security screws and mounts directly to the wall or standard telephone backboard.

The inmate phone is designed to meet and exceed prison industry standards where safety and security are mandatory. The armored handset cord with steel lanyard along with stainless steel o-ring cord entry and internal retainer bracket prevent handset cord removal. The modular design allows maintenance to be accomplished with ease.

Confidencer technology is built in to the dial to give superior sound quality to the called party, without the background noise that is common in the inmate environment. The keypad bezel and buttons are manufactured of chrome metal to withstand abuse and vandalism. All PBG phones are proven compatible with leading inmate call controllers as well as internal and external dialers. Tools needed to remove any part of the telephone shall be provided to the Jail Administrator or Warden at each facility.

All calls are processed on an outgoing, station-to-station, collect-only basis. The Digital ACP trunk units prohibit incoming calls in all cases. As a further restriction against the potential for “collision” of an incoming call on a phone line and an outgoing call on that same line, the Digital ACP checks for incoming call activity on each trunk prior to selection. A re-order is forced if an incoming call is detected.

LOW MAINTENANCE - The system shall have special surge protection and a long-term power supply to prevent power surges and outages, which may erase the operating software in the controllers.

AT&T Response: understood and complies. All protective devices utilized in the operation of a TELEQUIP DIGITAL ACP® are internal to the CPS(s), and are designed to be self-healing and not field replaceable. Lightning and transient protective devices are installed on each inmate...
phone and central office port, including the modem. Surge protection and brownout tolerance is built into each DIGITAL ACP® power supply module. This effectively manages power to the systems and minimizes the impact of common power fluctuations.

BATTERY BACKUP – The system shall include a battery backup that shall keep the system running for a minimum of 4 hours in the event of a blackout or power outage.

AT&T Response: understood and complies. Un-interruptible Power Supply (UPS) back-up power will be supplied for each system. A 4-hour unit per the State's specifications will protect each Digital ACP unit.

LINE POWERED PHONES - The system shall have phones that require no AC power to be run to the inmate housing units. Phones that are line powered or “smart” phones shall be installed.

AT&T Response: understood and complies. All telephones will be line powered and will not require additional power from other sources.

CALL EQUIPMENT PROVIDED – The successful vendor shall provide jacks, hardware, software, wiring, cut-off switches, cabinets, housing/workstations for monitoring equipment, and all other items necessary for proper installation, and any other cost to install and maintain the inmate phone service free of charge to the RJA and DOC. The successful vendor shall include a minimum of (5) spare handsets, receivers and handset cords at each facility to serve as spare parts should the original equipment fail.

All cabling, cut-off switches and jacks shall become the property of the State of West Virginia upon the expiration of any contract resulting from the procurement. The system shall be equipped with one central office line per station, allowing for simultaneous call capabilities from all inmate telephones. All equipment provided, including the inmate telephone stations, must be new, in current production and considered state-of-the-art at the time of installation.

AT&T Response: understood and complies. AT&T will provide jacks, hardware, software, wiring, cut-off switches, cabinets, housing/workstations for monitoring equipment, and all other items necessary for proper installation, and any other cost to install and maintain the inmate phone service free of charge to the RJA and DOC. AT&T will include a minimum of (5) spare handsets, receivers and handset cords at each facility to serve as spare parts should the original equipment fail.

AT&T will provide T1.5 (24 lines per T1.5) Central Office Networks Services, engineered to a one line to one inmate phone ratio, allowing for simultaneous call capabilities from all inmate telephones. AT&T would encourage the State to allow for a more efficient network design by using “Erlang Network Theory” engineering.

This may allow the use of any extra bandwidth for Video Inmate Arraignment and Telemedicine applications at no cost to the State.
## Inmate Telephones

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>FUNCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model Number: GO5080SS18/32</td>
<td>Inmate telephone sets to be installed system wide.</td>
</tr>
<tr>
<td>Premium Inmate Telephone</td>
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<tr>
<td>Brushed Stainless Steel</td>
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<tr>
<td>Housing 18” or 32” Handset Cord</td>
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</tr>
<tr>
<td></td>
<td>Standard features include:</td>
</tr>
<tr>
<td></td>
<td>• High Security Housing</td>
</tr>
<tr>
<td></td>
<td>• Sealed Magnetic Hook switch</td>
</tr>
<tr>
<td></td>
<td>• Chrome Metal Keypad</td>
</tr>
<tr>
<td></td>
<td>• Solid State Electronic Dial</td>
</tr>
<tr>
<td></td>
<td>• Chrome Metal Cradle</td>
</tr>
<tr>
<td></td>
<td>• Armored Handset Cord with Steel Lanyard</td>
</tr>
<tr>
<td></td>
<td>• Built in Confidencer Technology</td>
</tr>
<tr>
<td></td>
<td>• Built in Instruction Card Window</td>
</tr>
<tr>
<td></td>
<td>• Shipping Weight: 17 lbs.</td>
</tr>
<tr>
<td></td>
<td>• Dimensions: 20 7/8 x 7 1/2 x 3</td>
</tr>
<tr>
<td></td>
<td>• FCC Registered: (Model 150 Dial)</td>
</tr>
<tr>
<td></td>
<td>• #DF4USA-10651-CC-T</td>
</tr>
</tbody>
</table>

### MULTILINGUAL SERVICE – The system shall be capable of processing calls on a selective, bilingual basis in English and Spanish. The inmate shall be able to select the preferred language using no more than a two digit code.

*AT&T Response: understood and complies. All TELEQUIP call functions are fully automated with an extensive array of over 230 English and Spanish voice prompts to guide both the caller and the called party through the process from start to finish. Spanish may be selected by dialing the digit “4” at any time during the call setup process.*

### TDD – All vendors shall provide the price of a Telecommunications Device for the Deaf (TDD) that shall remain constant for the life of the contract. Facilities shall be able to buy a TDD from the contract, on an as-needed basis, at that price at any time during the life of the contract.

*AT&T Response: understood and complies. AT&T is pleased to offer a “FREE” TDD phone to each Correctional facility for the first contract year.*

### CONFERENCE CALLS/TRANSFERS – The system shall prevent inmates from defrauding RJA/DOC’s and the public’s telephone systems. The system shall have the capability to recognize an attempt by the called party to transfer the call or create a conference call. The system shall automatically terminate the call or announce to each added party that the call was originated by an inmate in a correctional facility.

*AT&T Response: understood and complies. AT&T Local Services’ inmate calling platform operates as a collect-call only, automated operator system. The system will not allow direct contact with live operators of any kind, and is outbound only. The system utilizes an on-board, synthesized operator that provides dialing instructions, error prompts, initial contact with called party, verification of acceptance of charges, and real-time announcement of the inmate’s name for each individual call.*
The proposed platform does not allow an inmate to obtain a second dial tone without termination of the first call. Follow-on, or "chain" dialing, is prevented by a combination of features. When the called party disconnects prior to, or without, the inmate hanging up, the Public Switched Telephone Network (PSTN) should, by today's standards, not return a "second" dial tone, but rather a prerecorded message, such as: "If you would like to make a call, please hang up; then place your call." Should the PSTN or the system miss an on-hook transition, the system continuously looks for the occurrence of DTMF tones and dial tone. After proper timing qualification of these tones, to prevent inadvertent disconnects due to ambient background noise to the conversation, the system will cause call termination resulting in the re-establishment of internal dial tone to the inmate, forcing a new, fully-controlled call.

Studies have shown, on average, 11% of all inmate calls include a central office three-way attempt during a conversation. By controlling this type activity and assuming the inmate now dials direct, the State of West Virginia revenues will increase and the Department has the ability to identify and investigate this type fraud. TELEQU/1 continually upgrades the platform's ability to detect and disconnect three-way calling features in an attempt to meet the standards set by the inventor. This is accomplished by integrating the patent holder's three way algorithms into the platform.

Patented three-way methods and apparatus for use in conjunction with a telephone or with equipment in telecommunications with a remote telephone are:

The apparatus provides an indication as to whether a remote party using the remote telephone has performed a specific act causing the generation of a hook flash-type signal, which is detected by the apparatus. The apparatus includes a low pass filter for passing energy having frequencies below 500Hz, and energy detector for detecting a specific electrical energy pulse having been filtered by the low pass filter and having been determined minimum magnitude. The apparatus also includes software for cooperating with the energy detector to detect a specific event(s) occurring on the telephone line during a predetermined maximum time window following the detection of the pulse. The detection of the specific event(s) provides an indication as to whether the remote party has performed a specific act such as attempting to initiate a three-way conference call.

PROGRAMMED CALL DURATION LIMITS – The system shall allow the facility to set and/or change a limit on maximum call duration on site without the intervention of the successful vendor. The system shall automatically terminate a call at the time limit set, after giving the inmate a thirty second warning. The system shall allow call duration limits to be set by facility, section or individual station.

AT&T Response: understood and complies. AT&T's proposed inmate calling platform provides flexible timing restrictions. Facilities can limit calls from 1 to 999 minutes in 1-minute increments, or elect to implement no timing restriction. For maximum flexibility, the call timing/duration option can be implemented globally, by inmate phone, and/or call type (local or long distance).

The system plays a disconnection warning to the inmate one minute and then again at 20 seconds prior to call disconnection. This time may be adjusted if the current settings do not meet the State's requirements.
CALL BLOCKING – the system shall prevent all incoming calls and allow the blocking of specific out-going calls from the inmate phones. The system shall block calls to the (Toll Free) 800, 888, 887, 900, 950, 976, 10xxx, 911, and 411 exchanges, in addition to specific telephone numbers of judges, witnesses, jury members, facility personnel and specific members of the general public. The individual facilities shall have the capability to block and unblock any number, exchange or area code on site without intervention from the successful vendor. The system shall also have the capability to block specific PIN number for inmate on site without intervention of the successful vendor. The successful vendor shall not block any number from being called without permission of the DOC and RJA for any reason. Only the facilities or the person being called may request that a number be blocked. The successful vendor may make a request to the DOC or RJA to have a number blocked, but the vendor shall wait for approval by the State prior to blocking any number.

AT&T Response: understood and complies. As a standard, the Digital ACP is programmed to block numbers such as 0, 411, 911; specific NPA's 700, 950, 976, 900; equal access 1010XXX, 800, 888, 887 and international numbers. All of these types of numbers are blocked at installation and are never unblocked unless expressly approved by the State.

The system will support a block number list in excess of 100,000 numbers for all requested numbers including, but not limited to other correctional institutions, other inmate phones, State and county officials' telephones, and any other numbers that may be requested by the State. Further, the facilities will be provided with the TOM Administrative Terminal on-site. TOM allows the facility to block and unblock numbers in real-time. Block and unblock requests entered into the TOM are processed within seconds of entry. Per the State's specification, AT&T or TELEQUIP will block no numbers without prior consent from the DOC or RJA.

AT&T recommends validating all collect calls against the Line Interface Database (LIDB). This national database provides verification of acceptance for collect calls.

Numbers such as payphones, cell phones, pagers, and those with accounts in arrears are logged in the database with a recognizable good or bad code. The Digital ACP will access this database during the call setup process to verify number status. If the number has a bad code, the Digital ACP can automatically block this number virtually eliminating connection to non-paying numbers. Blocked numbers are logged in the Digital ACP call detail record.

The UID Client PIN Management System includes an "Administrative Hold" feature. This feature allows the facility to block a PIN from placing phone calls without deleting the account. The PIN will remain blocked until the Administrative Hold status is removed from the inmate's PIN record.
SPECIFIC FREE LOCAL CALLS – The system shall be programmable to allow specific free calls as determined by the facility, such as calls to the Public Defender’s Office, certain attorney’s offices, bail bondsmen, etc.

AT&T Response: understood and complies. Free calls may be programmed by the facility from the TOM Administrative Terminal. All calls programmed as free are placed to the called party without reversing the charges. Inmates receive a voice prompt verifying that the number dialed is free.

POWER CONTROLS – The system shall provide on site programmable capabilities to turn on and shut off either all phones or individual phones in the system. The system shall also have a minimum of 2 manual control switches for each individual phone that override the automatic feature. One switch shall be located in each housing unit/Pod for Officer access, while the second switch shall be located in a secured area for critical public safety situations.

AT&T Response: understood and complies. Individual inmate phones, groups of phones, or all phones at a facility may be blocked from use by simply sending a command from the TOM administrative terminal located on-site. The block(s) occurs within seconds of request by the administrator. Additionally, manual cut-off switches will be installed in each unit/Pod and in a secured area as specified by the State.

CALL BRANDING AND ACCEPTANCE – The system shall identify each call as coming from an inmate and the name of the facility from which the inmate is calling. The called party must then be able to accept or reject the call by dialing a number on their telephone or by voice recognition. This feature shall be available for called parties with rotary dial and pulse dial phones as well as touch-tone service. The branding call acceptance and call rejections shall have the capability of being multi-lingual. The system shall have the capability of giving the inmate a detailed response of why a call was rejected. Some examples shall be, but not limited to, the following: “There is a block on this phone due to non-payment,” “there is a block on this phone at the owner’s request”; and, “there is a block on this phone at the request of the institution.” Service must not change for unanswered or non-accepted calls.

AT&T Response: understood and complies. Upon receipt of a collect call from a RIA or DOC facility, the called party will hear the following voice prompt (except on attorney calls). The prompt will be played in the language choice (English or Spanish) selected at the beginning of the call setup process.

You have a collect call from, [inmate’s name], an inmate at the [State Correctional Facility]. This call may be monitored and recorded at anytime. If you wish to accept this call do not attempt to connect with additional parties or this call may be disconnected. To hear the charge for this call dial "0". Dial pound (#) to never receive calls from this facility again. If you wish to accept this call dial “3” now. For rotary acceptance dial “55”.
If the called party does not provide positive acceptance, the above message will play again. If the called party still does not provide positive acceptance, the system will disconnect the call and the inmate will receive a message stating that the call was not accepted and to please try again later. The inmate is provided the ability to hear the entire call set-up process while maintaining a closed talk path. This helps the inmate determine why his call did or did not complete and minimize complaints to facility administration. If the call is answered by fax, voice mail, automated attendant, etc., the system will simply play the request to accept two times and when positive acceptance is not received in the form of digits dialed, the system will disconnect the call. If the number is blocked, the inmate will receive a voice prompt detailing the reason for the block and the call will not be completed. Unanswered or non-accepted calls are not charged by the system.

PIN NUMBERS – The system shall allow for use of PIN numbers. The PIN numbers shall consist of a minimum of 6 digits and a maximum of 10 digits, and the PIN number, once assigned to an inmate shall “follow” that inmate as he goes to and from any of the facilities included in this procurement. The system shall call for the inmate to enter his/her PIN number prior to dialing any outgoing calls. The system shall use the inmate’s PIN number in determining what numbers can be called, what numbers shall be blocked from receiving calls, and any other mandatory features of this RFQ. The system shall allow for PIN numbers themselves to be blocked from use. The successful vendor shall be responsible for initial inputting of the inmate’s PIN numbers and for entering the maximum of 30 numbers that the inmate may call using this PIN number. The successful vendor shall be responsible for updating the PIN number database a minimum of one time per month, based on information collected and provided by the individual institutions. The successful vendor shall be responsible for providing in writing the reason that any PIN number or phone number is blocked or restricted to the appropriate facility. All vendors shall, as part of their bid response, explain in detail the entire process of PIN administration. The successful vendor shall be able to provide each facility with PIN information in hard copy and in a window-based database program on demand.

AT&T Response: understood and complies. The PIN system is simple to administer on-site. PINs are entered in the system through the TOM Administrative Terminal manually or can be randomly generated by the system. TELEQUIP recommends the use of random generation, which ensures unique numbers that cannot be duplicated. No cards or physical items are required. The inmate is simply told his PIN number and commits it to memory. Access to the database is restricted to authorized users only. The inmate would have to share his PIN for the security to be breached. However, if security is breached, the system provides extensive reporting features to identify misuse of PINs.

Further, the system denies calls to inmates attempting to use a PIN that is already in use at the time of their call.

The PIN number system discourages fraud by identifying each call to a specific inmate. Inmates know that if they give their PIN to others, they may be placing themselves in undesirable situations. It is TELEQUIP’s experience that inmate’s prize their PIN numbers and are not likely to give them away at any cost. All call detail records and inmate recordings can be identified by the PIN number dialed. Each call record further identifies the date, time.
phone, cell, called number, and duration of the call. This makes it difficult for an inmate to hide from unacceptable calling practices.

The "UID Client" PIN management software is simple to use and is frequently done so by on-site facility personnel. The system is designed to minimize workload while providing a secure means to track inmate calling activity.

A TOM or multiple TOM administrative terminals will be placed at each facility containing PIN management software. Access to the PIN database will be strictly protected by password. TELEQUIP will work with the State to determine restriction levels for on-site administrators. An icon will appear on the desktop of the authorized user. The user simply double-clicks the icon to gain database access. All inmate records will be listed in chronological order by PIN or by inmate name. A search function is also provided for quick access to the desired inmate account. Drop down menus, pop-up menus, and hot keys are provided for ease of adding, deleting, and modifying inmate records. The maximum total number of digits for an inmate account, usually an ID code plus PIN number, is 14 digits. Typically, the inmate ID is seven to ten digits with a four-digit random number added as the actual inmate PIN. The PIN management software will randomly generate these PINs at the request of the system administrator. Authorized users may add, delete, or modify inmate records at their discretion. An activity log will be maintained for reviewing database activity history. All database updates occur within seconds and are activated immediately upon receipt by the database residing on the Digital ACP. The Digital ACP is connected to the TOM administrative terminal via high speed Local Area Network (LAN) and is responsible for maintaining all database activity.

The PIN database can be made available to other users in a "read-only" mode, if necessary. Each PIN may be established with an allowed calling list that is unique to that PIN. When a PIN is used, the caller may dial only those numbers on the "allowed list." No additional equipment is required to implement the allowed call list function. The global blocked number database always takes precedence over the allowed call list. The State may choose the allowed call list limit. This limit can be programmed on a per facility basis or for all facilities. Typically, the list is no more than 20-30 numbers.

Each site may be programmed individually based on their specific requirements for PIN and Allowed Call List, PIN only, or neither of the two options. Also, individual phones at a facility may be programmed separately for these features.

AT&T Local Services and TELEQUIP will work with the State on the best way to implement the PIN system. If PINs are already in use, the current vendor will be contacted for a file of the active PIN accounts. The file will then be converted to TELEQUIP's file format and implemented on an agreed to date and time with the each facility. TELEQUIP's experience shows that the administrative time required to administer the system is less than one hour per business day.
DETAILED CALL RECORDS – The proposed system must provide call detail reports for all calling activity to the facilities covered under the contract which will include:

Report showing inmate telephone number, date, time, PIN# (if applicable), number called, duration of call, and cost of each call.

Report showing "frequently called numbers" for all numbers called more than 5 times in a day.

Report showing "common numbers called" for all numbers called by more than one inmate.

AT&T Response: understood and complies. All reports listed will be provided in either "canned" or "ad hoc" format. Reports will be available in real-time on the TOM Administrative Terminal. Additionally, reports can be provided via fax or email from TELEQUIP Customer Service.

Please see "Report Samples TAB" found in this RFQ response.

CALL MONITORING AND RECORDING – The system at each facility shall allow the following conversations to be monitored/recorded: specific phones; specific PIN numbers/inmate; specific numbers called; and, all conversations. The system shall provide for both on-site and remote monitoring/recording of calls. This monitoring/recording shall be done silently without either party’s knowledge, anytime that the facility administration deems it necessary to do so. The monitor/record system shall allow the facility to scan through the system and monitor any call at any time from a maximum of six administrative stations. The system shall allow each facility to initiate recording on any conversation from any of the administrative stations and to store the recordings on digital audio tape. The system shall allow each facility access recorded tapes from any one of a minimum of 3 stations within the Administrative Unit of the facility. Recorded conversations shall be tracked by, but not limited to: Inmate PIN number; number called, and location called from. The system shall detect, by use of PIN number, if a call is placed to an inmate’s attorney, and shall prevent that call from being monitored and recorded.

AT&T Response: understood and complies. AT&T proposes the TELEQUIP HearSay digital recording and monitoring system. The HearSay resides within the TELEQUIP Digital ACP chassis and is fully integrated with the Digital ACP and TOM administrative terminal. All call detail is shared between the systems via high-speed local area network (LAN and/or WAN) assuring complete data accuracy.

TELEQUIP introduced HearSay™ in early 1996 to provide digital recording and audio listening capability in conjunction with its automated call processing technology for the corrections industry. HearSay™ enables correctional facility personnel (investigators, officers, and administrators) to silently record and/or listen to inmate conversations. Calls are recorded on the HearSay™ hard disk and archived on DLT tape using the TELEQUIP TOM™ administrative terminal.
Included with the HearSay is the Captain Monitoring Phone – A Captain monitoring phone offers audio listening and real-time recording initiation. The phone itself is a standard single-line desk phone equipped with a speaker and a 120 character liquid crystal display (LCD). The user may initiate monitoring for a particular phone by entering a few digits on the keypad. The LCD displays the called number, the phone being monitored, the inmate PIN (if used) and the call duration. The user may record the call at any time by entering a few digits on the keypad. In addition, the user has the option of “barging in” on the conversation. The user also has the option of monitoring active calls in a “scan mode” which moves from one active call to another in two-fifteen second intervals. Multiple Captain Phones are available for each facility.

Remote monitoring is available from any remote telephone location. The user simply dials a number to reach the system and then dials a private access code. The user's telephone then becomes a monitoring telephone using specified keypad commands to access different inmate phone locations. Remote access software is also provided, allowing the user to access the TOM administrative terminal located on-site for remote call blocking, reporting, and real-time call activity viewing. Passwords are required for all remote communications with the system.

The TELEQUIP system also offers facilities the ability to forward calls to virtually any other phone, inside or outside the facility, for monitoring purposes. This function is accomplished via the HearSay Playback software available on the TOM administrative terminal. An administrator simply clicks a recording to forward to another telephone number and enters the remote phone number on a screen in the HearSay Playback screen.

“HearSay Playback” is the recording management software provided on the TOM Administrative Terminal(s). HearSay Playback allows the user to listen to previously recorded conversations. Recordings can be found through several search options including called number, PIN, recording channel, trunck, phone, duration range, and start to end date. Additionally, a printed report can be created using the same options listed for searching.

Non-recordable events can be programmed by inmate phone, PIN, and called number. Once programmed the system will completely exempt these calls from all recording attempts. This is known as the Privileged Number Database. 90 days on-line storage with additional storage provided on DLT Tape is proposed. All equipment necessary to accomplish recording storage will be provided as part of this offering.


AUTOMATED OPERATORS – The successful vendor's service shall utilize automated operators. At no time shall an inmate be allowed to access a live operator.

AT&T Response: understood and complies. The proposed system, the TELEQUIP Digital ACP, is a fully automated call processor. Access to an unrestricted outside line or live operator is strictly prohibited by the ACP technology. Over 250 English and Spanish voice prompts guide both the caller and the called party through the call process from start to finish.

Please see Digital ACP Voice Prompting TAB found in this RFQ response.
ADMINISTRATION TERMINAL – The system at each facility shall include an Administration Terminal that will allow them to make administrative changes to the system on-site without intervention from the vendor. This terminal shall, at a minimum, allow the facility to program call duration limits, on-off times for stations, add/delete/change PIN numbers, add/delete/change numbers from the Call Block list for each inmate, add/delete/change numbers from the free call list for each inmate, review call records, and administer the Call Monitor/Record functions.

AT&T Response: understood and complies.

The TELEQUIP On-Site Manager (TOM) is a Windows NT system using relational database management software, specifically Microsoft Sequel Server. The TOM is networked to the Digital ACP and HearSay and shares all call detail data with these systems. The following functions are managed via the TOM:

- PIN Management
- Block Number Control
- Call Detail Reporting
- Playback station for voice recordings
- Real-time call activity viewing
- Record and Privileged Number Management
- Free Number Control
- On/Off Phone Control

Please see TOM User’s Guide TAB found in this RFQ response.

DEBIT CALLING – The system shall give inmates the option of placing collect calls or using a debit calling feature that lets inmates pre-pay for calls. The system shall keep track of each inmate’s pre-paid balance and determine whether or not the inmate’s call can be placed by debit calling according to his/her balance. The system shall notify the inmate what his/her balance is after the inmate enters their PIN number, and then give the inmate the choice of debit or collect.

AT&T Response: understood and complies. Debit calling can be implemented in two ways. First, inmates may purchase phone time from the commissary. Once purchased, an administrator will transfer the dollar amount to the debit calling account, which can be established under the same PIN used for collect calling. Transfers can be entered manually from a written log or from a standardized update file. The file would be downloaded to a disk from the commissary system then hand carried to the TELEQUIP TOM or electronically transferred across a LAN and processed. Once an account is established on the TELEQUIP system, inmates can begin placing debit calls. Inmates receive a voice prompt instructing them to dial 8 for a debit call.

Inmates placing debit calls are subject to the same fraud control restrictions as collect calls. Blocked number lists, calling times, and call duration controls can also be applied to debit calling. Inmates are notified of their account balance after dialing their PIN and prior to dialing a destination number. Calls with charges exceeding the inmate’s balance will not be allowed. If funds are depleted during a call, the inmate is warned and the call is disconnected. Account balance and call detail reports are provided via the TOM. Debit calling is available for domestic and international calls if desired.
The second debit calling option is weaponless, pre-paid debit cards. These cards are in paper form so they do not become a security hazard. AT&T pre-prints the cards with a specified dollar amount and a randomly generated PIN. AT&T Customer Service loads the accounts remotely on the system. The cards are sold to the facility and then re-sold in the prison commissary at face value. The inmate uses the PIN denoted on the card until the dollar limit is reached. The card is then thrown away and the inmate purchases a new card with a new PIN. PIN numbers generated for debit cards are independent of the PIN accounts required for collect calling. All other debit functions are the same as stated above.

REPORTS — The successful vendor shall provide the following system and usage reports on a monthly basis at no cost to the State:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>A.</td>
<td>Record, by day, of PIN adds and deletes, by facility</td>
</tr>
<tr>
<td>B.</td>
<td>Total billed revenue and commission by facility</td>
</tr>
<tr>
<td>C.</td>
<td>Frequently called number report – weekly by PIN</td>
</tr>
<tr>
<td>D.</td>
<td>PIN numbers in use</td>
</tr>
<tr>
<td>E.</td>
<td>Station Message Detail Recording, including:</td>
</tr>
<tr>
<td></td>
<td>1. Specific numbers called by PIN</td>
</tr>
<tr>
<td></td>
<td>2. Duration of calls</td>
</tr>
<tr>
<td></td>
<td>3. Date and time of calls</td>
</tr>
<tr>
<td></td>
<td>4. Call charge, for local, IntraLATA, and InterLATA</td>
</tr>
<tr>
<td></td>
<td>5. Inmate station used (extension number)</td>
</tr>
</tbody>
</table>

AT&T Response: understood and complies. All reports listed will be provided on a monthly basis at no cost to the State as specified. Please see Report Samples TAB found in this RFQ response.
VENDOR SERVICES

SERVICE RESPONSE TIME – The successful vendor shall respond (call-back) on all service calls for hardware/software within 2 hours, 365 days a year. When on-site service is required, the vendor shall provide technicians that are professionally trained to provide fast, reliable high quality service. If on site service is required, the response time shall be within 6 hours for the service call, 7 days per week, with a permanent point of contact with the successful vendor. The on-site technicians shall be residents of the State of West Virginia to ensure on-site service is provided within the time frame specified earlier in this section. Equipment removed and repaired off-site shall be replaced with loaner equipment, at no expense to the DOC or RJA. The successful vendor shall provide each facility with a toll-free 800 or 888 telephone number for service calls and system administration issues. The successful vendor shall not block anyone from calling the toll-free line to report a service problem. The system shall be capable of remote diagnostics and the dedicated line for remote diagnostics shall be at the expense of the successful vendor.

AT&T Response: understood and complies. TELEQUIP Customer Service will handle non-emergency/routine procedures that can be addressed remotely. Customer Service is available directly by 800 number Monday through Friday from 8:00 a.m. to 5:00 p.m. After hours support is available 24/7, 365 days per year. On-call service staff is notified via pager upon receipt of a voice mail on the 800 number. Callbacks are placed within one hour to acknowledge receipt and begin addressing the issue at hand. TELEQUIP will notify the facility of repair progress by phone or email unless otherwise specified. TELEQUIP will monitor the site through nightly polling and log file review to minimize major, minor, and non-emergency problems.

Upon receipt of a service problem, Customer Service will attempt to dial into the system remotely. The system contains several diagnostic utilities that will be run by the Customer Service technician as well as reviewing call detail records, looking for call activity, and reviewing log files. The technician will repair the problem remotely, if possible. If the technician determines the problem requires on-site assistance, he will notify AT&T to dispatch an on-site service technician. These technicians will be based throughout West Virginia to afford fast response times as required by the RFQ.

MOVES, ADDS, CHANGES, DELETES - The RJA/DOC shall have the right to initiate moves, adds, changes and deletions of telephone stations at each facility. The RJA/DOC shall work with the successful vendor to establish telephone locations and the number of station required at each.

AT&T Response: understood and complies. AT&T shall work with RJA/DOC to establish telephone locations and the number of station required at each.

HOT LINE – The successful vendor must provide each facility with a toll free service Hot Line to enable consumers to discuss concerns related to billings.

AT&T Response: understood and complies. AT&T will provide a universal 800/888 number on all AT&T billing to allow consumers to call AT&T to discuss their concerns.
COMMISSION STATEMENTS – The successful vendor shall provide the facility with commissions on revenue earned by inmate calls. Commission payments earned at regional jails shall be forwarded to the Central Office of the RJA, while commission payments earned at DOC facilities shall be returned to the facility from which they were earned. Commissions shall be calculated as a percentage of gross billable revenues (non-payments and collections against persons called shall not be deducted from the gross, this is an expense incurred by the vendor) and shall be payable no later than the 20th day following the end of each month. If a commission payment is late, the successful vendor will receive a notice from the RJA and/or DOC stating the importance of receiving commissions in a timely manner. If a commission payment is late a 2nd time, the RJA and/or the DOC will begin the process of having the vendor declared a "non-responsive" vendor with the Purchasing Division of the WV Department of Administration, which prevents the vendor from doing further business with the State of West Virginia and allows the RJA/DOC to begin finding alternative inmate telephone service. All vendors shall provide a payment bond in the amount of $250,000 to cover unpaid commissions for the entire account (DOC and the Regional Jail Facilities). Detailed revenue statements shall be provided with each commission payment.

AT&T Response: understood and complies. AT&T will provide a payment bond in the amount of $250,000 to cover unpaid commissions for the entire account (DOC and the Regional Jail Facilities) upon award of the contract.

COMMISSION ENHANCEMENT AND AUDITING – The RJA/DOC retain the right to audit the calling data and revenues resulting in commissions from the inmate telephone. All vendors shall commit to this in their bid response. The successful vendor shall be furnished with a ten day notice prior to the RJA/DOC executing their right to audit.

AT&T Response: understood and complies. AT&T commits to the RJA/DOC that they retain the right to audit AT&T’s calling data and revenues resulting in commissions from RJA/DOC inmate telephones.

TRAINING – The successful vendor shall train regional jail personnel in the various aspects of the inmate telephone system administration, operation and reporting. The inmate telephone system training must be provided on-site at the various facilities, and at no cost to the West Virginia Regional Jail and Correctional Facility Authority or Division of Corrections.

AT&T Response: understood and complies. See Chart below:
<table>
<thead>
<tr>
<th>Objective</th>
<th>Ensure designated personnel at each facility are fully trained in the administration and management of the inmate system.</th>
</tr>
</thead>
</table>
| Training Topics | Topics to be covered in this training will include:  
• Inmate call process  
• Communicating change requests to administrators  
• Reporting Options and Queries  
• TOM Administrative Terminal security and general information  
• Call number blocking and privileged number entry  
• PIN/Debit Account Management centrally and/or locally  
• HearSay Operating Instructions and options  
• TOM and HearSay as investigative tools  
• Trouble Reporting Procedure  
• Remote monitoring, remote playback, recording, and data access capabilities  
• Recording Storage Management centrally and/or locally  
• Emergencies – phone shut-down, reporting, service issues |
| Sessions and Format | The training sessions will be half-day sessions at each site on a mutually agreed upon date and time. The format will be an open training session using a multimedia presentation, printed materials, and a question and answer session. Each session participant will receive a binder with documentation on each training session topic. |
| Attendees | The sessions are targeted for site project coordinators and/or investigative staff depending on the location of the training and the needs of the State. The ideal training session size is five people to allow for extensive one-on-one training and exchanges. |

*Follow-on Training. Most upgrades or changes will not require formal training. Complete administrative, operational, and/or user instructions, as applicable, will be issued with any upgrades or changes. In the event that additional training is required, AT&T will provide the necessary training in the most appropriate forum and manner.*
INSTALLATION – An installation date shall be guaranteed by the vendor for a time period beginning at the signing of the contract. Installation procedures shall be coordinated in such a way as to minimize disruption of the facilities’ routines and result in minimal downtime to the inmate telephone system. The system shall be at a minimum of 50% operation within 30 days and 100% operational within 60 days, at each facility. The successful vendor shall guarantee that the installation of the equipment and associated wiring shall be made in accordance with all applicable provisions of the National Electric Code and FCC Rules and Regulations.

AT&T Response: understood and complies. For more complete descriptions of AT&T installation plan and resources, see “AT&T’s Installation and Maintenance Approach” to the State of West Virginia (RJA/DOC) in TAB 4.

Implementation Time Line is as follows:

<table>
<thead>
<tr>
<th>Time</th>
<th>Service Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contract Signing (T)</td>
<td>Begin Production of the State of West Virginia Phone Systems</td>
</tr>
<tr>
<td>2. T - T+30</td>
<td>Ship phone systems to State of West Virginia</td>
</tr>
<tr>
<td>3. T - T+60</td>
<td>Schedule and Plan Installation in conjunction with AT&amp;T installation team</td>
</tr>
<tr>
<td>3. Installation Day+</td>
<td>Work with AT&amp;T’s sub-contractors remotely and on-site to organize TELEQUIP equipment, program system parameters, block numbers, troubleshoot problems, train administration, load software, and test.</td>
</tr>
<tr>
<td>4. Life of Contract</td>
<td>Provide daily support for all problems relating to TELEQUIP system.</td>
</tr>
</tbody>
</table>

INSURANCE – The successful vendor shall purchase and maintain in force, at its own expense, such insurance as will protect it and the State from claims which may arise out of or result from the vendor’s execution of the work, whether such execution is by itself, its employees, agents, subcontractors, or by anyone for whose acts it may be liable. The insurance coverage shall be such as to fully protect the State, and the general public, from any and all claims for injury and damage resulting by any actions on the part of the vendor or its forces and enumerated above. The successful vendor shall furnish a copy of the original Certificate of Insurance upon being awarded this contract.

AT&T Response: understood and will comply. Upon award, AT&T will provide the State with our Certificate of Insurance providing the necessary insurance needed.
The following table highlights the primary roles, responsibilities, and qualifications of key members of the AT&T support team.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Primary Role/Responsibility</th>
<th>Years of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Sweeney</td>
<td>AT&amp;T National Publics Market Manager</td>
<td>Provide executive-level support to ensure proper corporate commitment and resource allocation</td>
<td>Over 25 years supporting inmate systems and accounts</td>
</tr>
<tr>
<td>Tim Miller</td>
<td>AT&amp;T Contract Manager</td>
<td>Ensure compliance with all contractual and administrative requirements</td>
<td>Over 21 years experience with AT&amp;T, including the successful management of large inmate projects for several State DOC’s.</td>
</tr>
<tr>
<td>Bill Reynolds</td>
<td>AT&amp;T Project/Implementation Manager</td>
<td>Overall responsibility for planning, scheduling, and managing the implementation of the State of West Virginia project; ongoing responsibility for maintenance and operational excellence</td>
<td>Over 26 years experience in installing and managing the operations of public payphone and inmate systems</td>
</tr>
<tr>
<td>Tom Klemm</td>
<td>CCG Service and Support Manager (Subject to Change)</td>
<td>Manage the personnel and systems responsible for installing and maintaining the public payphones and inmate systems</td>
<td>Over 12 years of experience in servicing and supporting smart payphones and systems with CCG</td>
</tr>
<tr>
<td>Ed Jones</td>
<td>Onsite System Administrator, Inmate Facilities</td>
<td>Assist in implementation and provide ongoing operational and maintenance support for the inmate calling platform</td>
<td>Over 12 years experience in managing and supporting all aspects of telephone system installation, maintenance and collection activities</td>
</tr>
<tr>
<td>TBA</td>
<td>Field Technicians</td>
<td>Provide onsite installation and maintenance support; CCG will provide field technicians located throughout the state.</td>
<td>Thoroughly trained and certified in installation and maintenance operations</td>
</tr>
<tr>
<td>John Mow</td>
<td>TELEQUIP Vice President</td>
<td>Provide executive-level support to ensure proper corporate commitment and resource allocation</td>
<td>Over 20 years in telecommunications in various product, marketing and operations positions</td>
</tr>
<tr>
<td>Mary Henson</td>
<td>TELEQUIP Project Manager</td>
<td>Assist the AT&amp;T Project/Implementation Manager in planning and managing all initial installation activities for inmate facilities</td>
<td>Accomplished project manager with experience at T-Netix prior to joining TELEQUIP</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td>Primary Role/Responsibility</td>
<td>Years of Experience</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------</td>
</tr>
<tr>
<td>Broda McAlister</td>
<td>TELEQUIP Customer Support Manager</td>
<td>Provide technical and operational support for the inmate-calling platform.</td>
<td>Over 5 years experience in supporting inmate systems</td>
</tr>
<tr>
<td>Jim Foster</td>
<td>TELEQUIP Customer Support Manager</td>
<td>Provide technical and operational support for the inmate-calling platform.</td>
<td>Experienced in providing initial installation and ongoing maintenance support for inmate systems</td>
</tr>
<tr>
<td>Quintin Square</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Derek Boswell</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Danny Ashley</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shirley Roudi &amp; John Lavelle</td>
<td>AT&amp;T Financial Services Manager</td>
<td>Ensure the integrity, accuracy, and timeliness of revenue reporting and commission payments</td>
<td>Over 20 years with AT&amp;T, including 8 years experience in directly handling public payphone and inmate commissions</td>
</tr>
</tbody>
</table>

It is important to note that these are just the key people that will be involved in the installation and maintenance of the proposed systems. Additional personnel and organizations within AT&T, CCG, and TELEQUIP will provide support for various implementation, operational, and maintenance functions.

The key to the successful implementation of any project is thorough planning and expert project management. The AT&T Project/Implementation Manager (Bill Reynolds) will be responsible for leading the AT&T Team in the implementation of the proposed services. Bill is trained and experienced in AT&T’s “Project and Implementation Management” methodology, which has been used to successfully implement hundreds of projects similar in size and scope to the State of West Virginia.

On the following page outlines the primary roles and responsibilities of the AT&T Project Manager.
## AT&T Project and Implementation Management

### Project Development
- Confirm project scope with the State.
- Verify that all technical documentation is in place.
- Assemble team members (e.g., Work Center managers, billing managers, subcontractors, and equipment vendors).
- Verify roles and responsibilities.
- Begin negotiating due dates with all entities and confirm equipment orders.
- Review interface requirements of each project component.
- Document all commitments.
- Prepare initial timeline for total project and begin identifying critical milestones.
- Keep the State informed of progress.
- Establish kick-off meeting with the State.

### Project Planning
- Develop an Implementation Plan (draft is submitted).
- Develop the Subcontracts Management Plan.
- Prepare a Work Breakdown Structure (WBS) to establish the sequence of events for the project and final critical data path.
- Identify jeopardy situations.
- Confirm that all necessary resources/training/personnel are available for the project.
- Identify communication status requirements.
- Develop Cutover Plan, including:
  - Sequence of activities to be performed and responsibilities
  - Jeopardy and escalation procedures
  - Contingency plan
  - Change control procedures

### Project Implementation
- Review and track orders.
- Hold status meetings.
- Resolve jeopardy issues as they occur.
- Provide continuous status to the State.
- Verify that all commitments are met and the facility is ready for cutover.
- Execute cutover plan.
- Invoke contingency plan if cutover cannot be completed.
- Invoke change control.

### Customer Acceptance
- Verify completion of cutover.
- Hold post project review meetings to determine customer satisfaction.
- Provide maintenance life-cycle contacts and procedures.

### Project Closure
- Complete administrative documentation and ensure all inventories are updated.
- Provide service specific Measures of Quality based on customer expectations.

---

Figure C.2. AT&T Project and Implementation Management Responsibilities
AT&T Implementation Approach

AT&T will provide a smooth transition from the current inmate pay telephone service while providing upgraded and enhanced system capabilities and functions.

AT&T’s Implementation Plan is designed to be proactive and responsive to the State’s ongoing requirements. Specific plans and timelines will be developed for individual locations to meet the unique needs and requirements of the facility. AT&T will identify and track all major milestones and activities utilizing automated project management support tools and critical path methodologies. Each milestone will have definitive start and ending dates. The AT&T Implementation Team will receive weekly updates from each individual assigned a task. Each task will be tracked and reported with dependencies noted and critical areas identified as required. AT&T will work closely with the State to develop and modify program schedules and milestones throughout the contract.

AT&T’s Implementation Plan will clearly detail the roles and responsibilities of all parties, the major milestones and activities to be accomplished, and the processes and procedures to be used to install, test, and transition the inmate telephone systems. A full Implementation Plan will be developed and provided to the State upon contract award.

AT&T’s approach encompasses a four-phase implementation and support approach.

**Phase 1. Pre-Award**

AT&T has appointed a Contract Team Manager (Don Eades) to represent AT&T as the primary contact for the State of West Virginia on all matters related to the ITB and contract negotiations.

**Phase 2. Pre-Installation Planning**

Upon contract award, pre-installation and transition planning will be managed by the AT&T Project/Implementation Manager, Bill Reynolds. During the pre-installation planning phase, Bill will have the primary responsibility for development of the comprehensive transition plan for the State’s facilities and services. Bill will oversee and coordinate all aspects of the planning process with the State and the AT&T Team to ensure a smooth transition from the incumbent’s services to the installation of AT&T’s inmate pay telephone services.

**Phase 3. Installation, Transition, Implementation**

The overall installation, transition, and implementation will be managed by Bill Reynolds (AT&T Project/Implementation Manager). He will be assisted by an experienced, well-staffed implementation team that will follow the procedures and process described in the following subsection. All installation and cutover activities will be conducted so as to minimize disruption to daily activities.
Phase 4. Ongoing Management – Maintenance, Collections, Customer Service

The Service and Support Manager will be the State’s primary contact on a daily basis for all matters related to the operations of the AT&T Communications System. He will oversee the day-to-day work of the AT&T team. Tom will have primary responsibility for all maintenance, repair, and collections for public pay telephones on a day-to-day basis. For inmate systems, the System Administrator (s) and TELEQUIP technical and management support resources will support the Service and Support Manager.

The Financial Services Manager (John Lavelle), to be replaced by Shirley Roudi, will have primary responsibility for ensuring all reporting, financial and contractual obligations to the State of West Virginia are met.

Please see Implementation Schedule for details on the proposed schedule.

Responsibilities for Installation and Acceptance

The AT&T Implementation Team has responsibility to ensure that:

- The master installation schedule is developed, coordinated, and maintained
- The performance of contractual obligations is tracked
- Reports comparing task/schedule baselines against current performance are prepared

AT&T’s overall responsibilities include the following:

- Hardware equipment selection and certification to ensure that all equipment procured, delivered, installed, and operated for the State conforms to technical specifications and is compatible with the network.
- Initial site survey and preplanning meetings for each site are completed; prepare checklist.
- Track and monitor the transition and implementation progress to ensure expeditious delivery of services.
- Drawings, specifications, and engineering changes to assure that materials, equipment (hardware/software), methods, and operations reflect current technical specifications and operational requirements.
- Testing and examination of all features and operability to assure that test practices and equipment provide the means for optimum evaluation of characteristics subject to inspection.
- Reliability, maintainability, and availability assessment to assure life, endurance, and continued readiness of the ITS.
Program management controls, administrative reporting systems, detailed implementation plan, and the installation schedules will provide the State with current implementation status as well as overall contract and ITS network performance. AT&T will provide detailed status reports during the installation process. Any potential scheduling changes can be anticipated from these reports and implemented in advance. When installations are completed, written reports will be submitted to the State. The Project/Implementation Manager will maintain a master list of sites and track all installation activity to the Implementation Plan and Project Schedule. AT&T will provide both weekly and on-demand updates.

AT&T will use automated program management tools, network management, and control systems that monitor implementation progress and system performance.

Overview of Implementation Activities

Following is an outline of the major activities that take place during the Pre-Installation, Installation, and Post-Installation phases.

Pre-Installation Activities

<table>
<thead>
<tr>
<th>Item</th>
<th>Activity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Contract Signed</td>
<td>The award and signing of the contract officially begins the implementation process.</td>
</tr>
<tr>
<td>2</td>
<td>Meeting Schedules and Contacts Established</td>
<td>Establish a schedule of regular meetings and attendees between the AT&amp;T Team and the State of West Virginia. Identify primary contacts (&quot;facility manager&quot;) for all State facilities involved in the implementation.</td>
</tr>
<tr>
<td>3</td>
<td>Initial Implementation Meeting</td>
<td>The AT&amp;T Implementation Team meets with the State to discuss and finalize the full implementation plan so that potential obstacles are considered and contingency plans are made. The State should provide AT&amp;T a listing of all payphone line numbers by location. Issues such as specific features to be installed, day-to-day contacts, working processes, branding requirements, etc. are addressed.</td>
</tr>
<tr>
<td>4</td>
<td>Site Surveys</td>
<td>Site surveys are conducted to determine the specific requirements of each facility, including cable, electrical, equipment, phone locations, and the type of enclosures. The AT&amp;T Implementation Team will work with the appropriate State and facility representatives to determine dates for site surveys at</td>
</tr>
<tr>
<td>Item</td>
<td>Activity</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td>5</td>
<td>Implementation Plan and Schedule Finalized</td>
<td>AT&amp;T will submit a Final Implementation Plan and Schedule to the State for review and approval.</td>
</tr>
<tr>
<td>6</td>
<td>Service Orders Issued</td>
<td>Orders are issued for station equipment (inmate pay telephones), dial tone for phone lines, electrical, conduit, and cable (if needed). AT&amp;T will notify the State and the site contact of the estimated due date, in accordance with the approved Final Implementation Plan.</td>
</tr>
<tr>
<td>7</td>
<td>WAN Connections Ordered LAN/Equipment/Cable Installations Scheduled</td>
<td>Network, cabling, and necessary hardware requirements are finalized and installations are scheduled.</td>
</tr>
<tr>
<td>8</td>
<td>Site Branding Developed</td>
<td>This refers to the recorded message heard by the called party, which identifies that the call is coming from the &quot;The State of West Virginia Correctional Facility.&quot; This begins the production of chips, which contain this digitized message.</td>
</tr>
<tr>
<td>9</td>
<td>Employee Information/Security Check</td>
<td>AT&amp;T will provide information on employees who will participate in onsite installation activities for purposes of security check and clearance. Information provided will include the full name, date of birth, and social security number of employees. AT&amp;T will also provide the State written certification from employees that they have been informed of the special conditions outlined in the ITB.</td>
</tr>
<tr>
<td>10</td>
<td>Establish Conversion Plan with Current Vendor</td>
<td>AT&amp;T will coordinate with current vendor(s) to ensure that the conversion to new service goes smoothly and without service interruptions.</td>
</tr>
<tr>
<td>11</td>
<td>Station equipment shipped</td>
<td>Station equipment is shipped to the facility.</td>
</tr>
</tbody>
</table>
### Installation Activities

<table>
<thead>
<tr>
<th>Item</th>
<th>Activity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Install inmate telephone equipment</td>
<td>Install new inmate telephone station equipment. AT&amp;T will schedule all implementation and cutovers to minimize downtime and perform all work at hours as directed by the State.</td>
</tr>
<tr>
<td>13</td>
<td>Inmate Computer Equipment Assembled, Staged, and Delivered to Sites</td>
<td>The inmate system equipment is assembled and forwarded to a staging and testing area prior to shipment. The system is typically shipped two weeks prior to cutover.</td>
</tr>
<tr>
<td>14</td>
<td>Admin/LIDB Installation</td>
<td>Configure the Admin/LIDB</td>
</tr>
<tr>
<td>15</td>
<td>Feature Selection Finalized</td>
<td>Options in system design and operation are addressed.</td>
</tr>
<tr>
<td>16</td>
<td>Training Planning and Materials</td>
<td>Deliver Training Materials and finalize training requirements, attendees, locations, and schedules.</td>
</tr>
<tr>
<td>17</td>
<td>Onsite Installation of Inmate Systems</td>
<td>Install computers, communications links, and other equipment, as well as perform System Integrity checks. Prepare and install TELEQUIP systems as specified in the appropriate “Installation, Test, and Maintenance Manual.”</td>
</tr>
<tr>
<td>18</td>
<td>Software Installation and Test</td>
<td>System software for the inmate system is installed, programmed, and tested.</td>
</tr>
<tr>
<td>19</td>
<td>System Data Conversion</td>
<td>Data from the old system is converted to the new system, block database online, remote system check.</td>
</tr>
<tr>
<td>20</td>
<td>Cutover</td>
<td>Phones are cutover line-by-line and tested to ensure no interruption of service. AT&amp;T will notify the State five working days prior to an area being cutover. AT&amp;T will schedule all cutovers to minimize downtime and will perform all work at hours as directed by the State. Service affecting cutovers will be accomplished at night or on weekends and will be scheduled in advance with the facility manager and the RJA/DOC. AT&amp;T will ensure that all installed services have been tested and made ready for use prior to cutover. The cutover is complete upon successful completion of the final system test, at which time the State should issue written notification that the installation has been accepted.</td>
</tr>
<tr>
<td>21</td>
<td>Clean-up and Final Acceptance</td>
<td>Installation is complete and the administrator takes charge of the system.</td>
</tr>
<tr>
<td>22</td>
<td>System Training</td>
<td>The AT&amp;T Team conducts system training in accordance with requirements. (See Training Plan.)</td>
</tr>
</tbody>
</table>
Post-Installation Activities

<table>
<thead>
<tr>
<th>Item</th>
<th>Activity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Post-Installation Activities</td>
<td>Following are the post-installation activities that occur in a typical system deployment.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Validation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Block Number Process</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Daily Downloads</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Call Detail Records</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Daily System Check</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Call Rating</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• CDR Conversion</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Diagnostics</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Remote Maintenance</td>
</tr>
</tbody>
</table>

Description of Implementation Processes

Following is a brief overview of how AT&T’s implementation processes will meet the State’s requirements and assure a smooth, successful transition.

1. Premise Installation

AT&T will schedule all implementation and cutovers to minimize downtime and perform all work at hours as directed by the State. Formal installation procedures and guidelines are followed and testing procedures completed before cutover. Installation Site Technicians will be given an orientation to become familiar with the proposed system and the State’s operations and expectations prior to the installation.

2. Hardware Testing and Implementation

The burn-in period is a minimum of 48 hours on the complete major electronic subsystems. The inmate service equipment will be “stress” tested for a minimum of 48 hours prior to shipment and installation. The stress test includes a call generator producing over 100,000 calls in the 48 hours to stress test the equipment. Following the electronic subsystem burn-in period, the subsystems are loaded with an appropriate firmware and software set and connected into an appropriate test facility, in most cases being a full, “up” system equivalent to a complete field installation. Technicians then fully exercise the system by running tests that examine all of the functions the system may be expected to perform in the field.
3. Testing and Cutover

The State's functional requirements, hardware and software, installation procedures and schedules, and post-installation and test results provide assurance that all phases of the installation are met. During the on-site installation, installers and system administrators go through a point-by-point system check to verify that all features function properly.

Each phase of installation and system testing is performed as quickly as possible without impacting day-to-day normal operating conditions. In addition, installation and system testing are executed with minimal system downtime. Installation and system testing are conducted to ensure proper working conditions at each site. The successful completion of tests will allow the State to accept the services delivered under the contract.

4. Acceptance Tests for Inmate Systems

The AT&T Team will perform comprehensive acceptance tests on all components of the inmate systems to ensure proper operations and to validate functionality.

Figure C.3 illustrates a typical Acceptance Test Checklist for the DIGITAL ACP Call Processor.

Figure C.4 illustrates a typical Acceptance Test Checklist for the HearSay Recording and Monitoring System.

Figure C.5 illustrates a typical Acceptance Test Checklist for the TOM Administrative Terminal.
<table>
<thead>
<tr>
<th>Go</th>
<th>No Go</th>
<th>Test</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Test all phone ports for automated operator message using &quot;Butt-set&quot;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Test all trunk ports for dial tone using &quot;Butt-set&quot;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Test all outbound trunk stations for the ability to place 1+ phone calls.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Place a collect only 0+ call for the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. Local call</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Intralata call</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Intrastate call</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. Interstate call</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e. International call (if applicable)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Place a collect only 0+ call with inmate PIN for the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. Local call</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. Intralata call</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Intrastate call</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. Interstate call</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e. International call (if applicable)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Place a collect only 0+ call with inmate PIN and each number in approved call number list.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Place a collect only 0+ call with inmate PIN and a number NOT in approved call number list.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Verify call rates for accuracy for all test calls placed.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Verify call announcements for accuracy.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Implement call-time restrictions, call duration, etc. for the following and test:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Globally</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. By inmate phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. By PIN</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Place calls to &quot;Blocked&quot; numbers to ensure that call number blocking is in effect.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Repeat all of the above in Debit Only mode, if necessary.</td>
</tr>
</tbody>
</table>

Figure C.3. Digital ACP Call Processing Acceptance Test Checklist
### HearSay Recording and Monitoring Acceptance Test Checklist

<table>
<thead>
<tr>
<th>Go</th>
<th>No Go</th>
<th>Test</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Using the Monitoring Phone, verify that scan mode and specific keyed instructions function properly.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Initiate a recording</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Scan all phones for off-hook conditions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Barge-in and disconnect a call</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Monitor a live conversation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. Verify that station ID, PIN, and called number are displayed on Monitoring Phone.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>From the TOM administrative terminal, program specific numbers, phones, or PINs to be recorded.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Place test call using the same as listed above</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Verify that recordings were created for each scenario with matching dates and times</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Playback the recordings for each scenario (verify speaker quality)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Archive the recordings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>From the TOM administrative terminal, program specific numbers that are considered “Privileged” that are not to be monitored or recorded.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. Using the Monitoring Phone attempt to monitor and record a “Privileged” number</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Verify on the TOM that no recordings were created</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Un-archive a recording from tape and playback.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copy recording to recordable CD.</td>
</tr>
</tbody>
</table>

**Figure C.4. HearSay Recording and Monitoring Acceptance Test Checklist**
Verify that all phones are labeled and appear in the "View Current Phone Status" screen. View calls in progress.

Run each "canned" report and double check for accuracy. Print report.

Create an "ad-hoc" report and double check for accuracy. Print report.

Block numbers.

Add, modify, and delete a PIN record. Test PIN by placing calls and verifying that settings in the PIN record process appropriately.

5. Project Controls and Quality Checks

Timely execution and completion will be monitored using scheduled completion dates. Implementation or operational problems will be identified and corrected on a priority basis. Summary reporting, trend analysis, and schedule monitoring will facilitate tracking problem correction.

Reviews of installation status will be held throughout the installation period. In addition to design reviews, internal technical reviews chaired by senior technical staff will be held periodically. AT&T recommends weekly or bi-weekly status meetings with the State throughout the installation period. During these meetings, we will detail our progress to date and upcoming installations.

Program management controls, administrative reporting systems, detailed implementation plans, and the approved installation schedules will provide the State with current implementation status as well as overall contract and network performance.

The AT&T Contract Team Manager will quality check the system and schedule continual follow up checks.

6. Problem Management

Problem avoidance will be the primary method of problem management. For all phases of implementation, operations, and maintenance, the management focus will be on early identification of any performance issues that could develop into problem areas. As potential problem areas surface, direct appropriate action will be taken to identify and eliminate the cause for concern. The State will be informed of progress in determining solutions and will receive a summary of the problem, the corrective action being taken, and resulting recommendations. Problem resolution may include procedural modifications, technical interdiction to improve service delivery, actual reconfiguration of system assets, or repair of system components.
AT&T will use a comprehensive system of automated program management tools, network management tools, and control systems to monitor implementation progress and system performance.

7. Reporting
AT&T will provide detailed status reports during the installation process. Any potential scheduling changes will be identified and addressed prior to impacting the installation schedule. When installations are complete, written reports will be submitted to the designated State representative for sign off. The AT&T Project Manager will maintain a master list of all sites and track all actual installations to the Project Schedule. The State’s designated representative will receive weekly updates, as well as any additional information as requested.

8. Training
AT&T will provide system training for designated State personnel, covering the complete system with a system user guide. All training is provided by employees of AT&T and/or subcontractors that have gone through certified training provided by AT&T and/or TELEQUIP.

AT&T will provide on-site or classroom training for various levels of facility staff including system administrators, special investigators, and data entry specialists, as appropriate. AT&T will provide a combination of instructor-lead training and on-the-job training which emphasize hands on demonstrations to familiarize participants with the TELEQUIP system.
AT&T Maintenance Approach and Plan

AT&T guarantees that all maintenance activities will meet or exceed the requirements of the State of West Virginia.

AT&T will maintain all inmate phones, related equipment, and any required wiring and software provided under this contract in good working order at all times. AT&T will repair or replace malfunctioning equipment and return it to good order whenever required.

AT&T will provide the necessary labor, parts, materials, and transportation to maintain all the proposed telephones and related services equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. This support will be provided at no cost to the State.

Problem Reporting and Resolution. Please see AT&T’s response to the State’s RFQ specifications for a complete description of problem reporting and resolution procedures and capabilities.

Service Desk. CCG’s Service Desk and Operations Center is located at 1101 Stewart Avenue, Garden City, New York, 11530. Centralized operations are staffed 7 days a week between the hours of 8:00 am and 6:00 pm to receive trouble calls. The overall monitoring of all field activities is performed from this location. This centralized, single point of contact approach, allows CCG to carefully monitor the progress of each job and to report the current status of all work-in-progress to AT&T. CCG currently maintains a service desk staff of five full-time service representatives. All personnel are available on a 24 x 7 call out basis to respond to emergencies and major network outages.

Field Operations. CCG will open an office(s) within West Virginia to support the field services required by this project. The facility will include office space for a full-time local Service and Support Manager, a counting room, and a stock room to store spare replacement parts.

All field personnel will participate in extensive in-house and OEM training programs prior to the deployment to this project.
Maintenance for the Inmate Calling Platform

AT&T is proposing an ultra-reliable inmate calling system, specifically engineered and designed to minimize potential problems and outages within the correctional environment. However, if problems arise, AT&T will resolve problems as quickly as possible to minimize any downtime.

Onsite Technical Support. The System Administrator will be supported by a combination of resources from AT&T, CCG, and TELEQUIP to ensure premier maintenance service for all aspects of the proposed system. All maintenance and support personnel will be thoroughly trained on the inmate systems and will be properly prepared with the knowledge, experience, test equipment, and spare parts to quickly resolve any problems.

CCG, under the guidance and management of AT&T, will provide the technicians to support the initial installation and maintenance of the proposed systems. Technicians will be strategically located at throughout the State.

CCG will install all phones and maintain each instrument to ensure optimal operation at all times. Their computer systems interface with each instrument determining optimum performance. Exception reports, which are provided to field technicians, are generated when a problem exists. Part of CCG’s servicing includes cleaning and monitoring the area around phones.

AT&T will ensure that the frequency of on-site work is as often as necessary to provide preventive maintenance to keep the system in good operational status.

Remote Diagnostic, Repair, and Administrative Capabilities. More than 90% of all reported troubles can be remotely accessed and repaired. Most software problems can be identified, diagnosed, and repaired remotely – which speeds the repair time.

All TELEQUIP Digital ACP systems are polled nightly by TELEQUIP. Along with the call detail records, TELEQUIP can download system log files for review weekly, bi-weekly, or daily.

The system creates a log of all identifiable problems encountered. These problems include, but are not limited to, line out-of-service conditions, software load failures, rejected dialing patterns, voice card resource failure, etc. The log files are downloaded at regularly scheduled intervals by TELEQUIP service technicians for review. Upon discovery of a problem, TELEQUIP will contact AT&T as well as repair the problem remotely if possible. Otherwise, the on-site System Administrator and/or service technicians will be dispatched to the site for trouble-shooting and problem resolution.

Aggressive Sparing Policy. AT&T will keep at least 10% spares onsite in State facilities to speed any unforeseen repair problem. The provision of spare parts will be provided at no cost throughout the life of the contract.
Preventive Maintenance and Cleaning

AT&T will be responsible for any preventive maintenance required by the equipment manufacturer and as necessary to maintain the levels of services proposed and required by the State. The CCG Service Technician will be responsible for regular onsite inspections and maintenance. Inspections will include visual and payphone inspections to determine:

**VISUAL INSPECTIONS**

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<table>
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<tbody>
<tr>
<td>Is the phone clean?</td>
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<tr>
<td>Is the enclosure clean and free of debris?</td>
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<tr>
<td>Are proper signage and instruction cards available, accurate, and clean?</td>
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</table>

AT&T will ensure that all inmate payphones, and enclosures are cleaned and sanitized as needed. As necessary, AT&T will clean installed telephones and the surrounding areas to maintain a clean, professional appearance. Each telephone, and enclosure (if applicable) will be thoroughly cleaned at least every 6 months.
AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.

6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.

7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessee, individual, or any other party are deleted.

10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

**STATE OF WEST VIRGINIA**

Spending Unit: [Redacted] Authority

Signed: [Signature]

Title: [Redacted]

Date: January 29, 2002

**VENDOR**

Company Name: ATT Corp.

Signed: [Signature]

Title: Account Manager

Date: September 5, 2001
AGREEMENT ADDENDUM

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1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

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20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**

**STATE OF WEST VIRGINIA**

Spending Unit: Transportation

Signed: Nancy Sweeney

Title: Dir. of Admin

Date: 2/5/03

**VENDOR**

Company Name: A-T-T

Signed: D. F. Seay

Title: Dir. of Inmate Services

Date: 2/7/03
West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: [Signature]

Authorized Signature: [Signature] Date: 7/20/01
AGREEMENT RENEWAL

This Agency Agreement between the West Virginia Division of Corrections and Global Tel*Link Corporation ("GTL") serves to renew inmate-calling system services originally contained in West Virginia Division of Purchasing Order number RJC288. The original Purchase Order was effective February 1, 2002 through January 31, 2003. The original Agreement between the Division of Corrections began 16 June 2003 thru June 15, 2004. This renewal continues the service with modified terms and under the same conditions as described under “System Features.”

The Division of Corrections facilities covered under this Agreement include: The Denmar Correctional Center in Hillsboro, WV; the Anthony Center in White Sulphur Springs, WV; the Pruntytown Correctional Center in Grafton, WV; The Huttonsville Correctional Center in Huttonsville, WV; the Mount Olive Correctional Center in Mt. Olive, WV; the Lakin Correctional Facility in West Columbia, WV, Northern Correctional Facility in Moundsville, WV, Ohio Correctional Center in Wheeling, WV, St. Marys Correctional Center in St. Marys, WV and the Martinsburg Correctional Facility. A list of the facilities with their mailing address and number of inmate telephones is included in this Agreement.

Additionally, GTL agrees that this service shall apply to any other facility, which may be opened and operated by the Division of Corrections during the life of this contract.

TERMS: GTL agrees to provide a commission of forty-six percent (46%) based upon gross billable revenues as outlined under “Vendor Services - Commission Statements.”

RENEWAL: This renewal will be effective beginning June 16, 2008 and will extend for a period of one (1) year through June 15, 2009, at which time the contract may, upon mutual consent, be renewed. There will be one renewal period remaining on this agreement and will be for a period of up to one (1) year, or until such reasonable time thereafter as is necessary to obtain a new contract. The “reasonable time” period shall not exceed twelve (12) months. During the reasonable time period, GTL may terminate the contract for any reason upon giving the Division of Corrections ninety (90) days written notice.

TERMINATION: This contract may be terminated upon mutual agreement of the parties with ninety (90) days prior written notice.

SYSTEM FEATURES

TAMPER RESISTANT PHONES – The inmate telephone stations shall be designed to guard against both inmate abuse and natural elements. The telephones shall be tough and easy to keep clean and the handset assembly shall be sealed and secured to the housing with an armored cord. The telephone shall have no parts that can be removed without some special type of tool to prevent both damage to the telephones and the manufacture of possible weapons. Tools needed to remove any part of the telephone shall be provided to the Warden at each facility. The mouthpiece shall be able to keep out background noise. The telephone shall have the following physical and design characteristics: chrome plated DTMF tone dial that is water, flame and shock resistant; hearing aid compatible; steel housing to protect the electrical components; scratch and mar resistant paint/finish; concise instructions faceplate; industry standard design; armored handset cord that is resistant to stretching and breaking; tamper-proof housing; and reinforced by security studs to prevent easy removal. Inmate phones must not be capable of receiving incoming calls.
LOW MAINTENANCE – The system shall have special surge protection and a long-term power supply to prevent power surges and outages that may erase the operating software in the controllers.

BATTERY BACKUP – The system shall include a battery back up that shall keep the system running for a minimum of 4 hours in the event of a blackout or power outage.

LINE POWERED PHONES – The system shall have phones that require no AC power to be run to the inmate housing units. Phones that are line powered or “smart” phones shall be installed.

CALL EQUIPMENT PROVIDED – GTL shall provide jacks, hardware, software, wiring, cut-off switches, cabinets, housing/workstations for monitoring equipment, and all other items necessary for proper installation, and any other cost to install and maintain the inmate phone service free of charge to the DOC. GTL shall include a minimum of (5) spare handsets, receivers and handset cords at each facility to serve, as spare parts should the original equipment fail. All cabling, cut-off switches and jacks shall become the property of the Division of Corrections (DOC) upon the expiration of any contract resulting from this procurement. The system shall be equipped with one central office line per station, allowing for simultaneous call capabilities from all inmate telephones. All equipment provided, including the inmate telephone stations, must be new, in current production and considered state of the art at the time of installation.

MULTILINGUAL SERVICE – The system shall be capable of processing calls on a selective, bilingual basis in English and Spanish. The inmate shall be able to select the preferred language using no more than a two-digit code.

TDD – GTL shall provide the price of a Telecommunications Device for the Deaf (TDD) that shall remain constant for the life of the contract. Facilities shall be able to buy a TDD from the contract, on an as-needed basis, at that price at any time during the life of the contract.

CONFERENCE CALLS/TRANSFERS – The system shall prevent inmates from defrauding DOC’s and the public’s telephone systems. The system shall have the capability to recognize an attempt by the called party to transfer the call or create a conference call. The system shall automatically terminate the call or announce to each added party that an inmate originated the call in a correctional facility.

PROGRAMMED CALL DURATION LIMITS – The system shall allow the facility to set and/or change a limit on maximum call duration on site without the intervention of GTL. The system shall automatically terminate a call at the time limit set, after giving the inmate a thirty second warning. The system shall allow call duration limits to be set by facility, section or individual station.

CALL BLOCKING – The system shall prevent all incoming calls and allow the blocking of specific out-going calls from the inmate phones. The system shall block calls to the (Toll Free) 800, 888, 887, 900, 950, 976, 10XXX, 911, 411 exchanges, in addition to specific telephone numbers of judges, witnesses, jury members, facility personnel and specific members of the general public. The individual facilities shall have the capability to block and unblock any number, exchange or area code on site without intervention of GTL. The system shall also have the capability to block specific PIN numbers for inmates on site without intervention of GTL. GTL shall not block any number from being called without permission of the DOC for any reason. Only the facilities or the person being called may request that a number be blocked. GTL
may make a request to the DOC to have a number blocked, however, GTL shall wait for approval by the State prior to blocking any number.

SPECIFIC FREE LOCAL CALLS – The system shall be programmable to allow specific free calls as determined by the facility, such as calls to the Public Defender’s Office, certain attorneys’ offices, bail bondsmen, etc.

POWER CONTROLS – The system shall provide on site programmable capabilities to turn on and shut off either all phones or individual phones in the system. The system shall also have a minimum of 2 manual control switches for each individual phone that override the automatic feature. One switch shall be located in each housing unit/Pod for Officer access, while the second switch shall be located in a secured area for critical public safety situations.

CALL BRANDING AND ACCEPTANCE – The system shall identify each call as coming from an inmate and the name of the facility from which the inmate is calling. The called party must then be able to accept or reject the call by dialing a number on their telephone or by voice recognition. This feature shall be available for called parties with rotary dial and pulse dial phones as well as touch-tone service. The branding, call acceptance and call rejections shall have the capability of being multi-lingual. The system shall have the capability of giving the inmate a detailed response of why a call was rejected. Some examples shall be, but not limited to, the following: “There is a request”; and, “there is a block on this phone at the request of the Institution”. Service must not change for unanswered or non-accepted calls.

PIN NUMBERS – The system shall allow for use of PIN numbers. The PIN numbers shall consist of a minimum of 6 digits and a maximum of 10 digits, and the PIN number, once assigned to an inmate shall “follow” that inmate as he/she goes to and from any of the facilities included in this procurement. The system shall call for the inmate to enter his/her PIN number prior to dialing any outgoing calls. The system shall use the inmate’s PIN number in determining what numbers can be called, what numbers shall be blocked form receiving calls, and any other mandatory features. The system shall allow for PIN numbers themselves to be blocked from use. GTL shall be responsible for initial inputting of inmates’ PIN numbers and for entering the maximum of 30 numbers that the inmate may call using this PIN number. GTL shall be responsible for updating the PIN number database a minimum of one time per month, based on information collected and provided by the individual institutions. GTL shall be responsible for providing in writing the reason that any PIN number or phone number is blocked or restricted to the appropriate facility. GTL shall explain in detail the entire process of PIN administration and shall be able to provide each facility with PIN information in hard copy and in a window-based database program on demand.

DETAILED CALL RECORDS – The system must provide call detail reports for all calling activity to the facilities covered under the contract which will include:

Report showing inmate telephone number, date, time PIN# (if applicable), number called, duration of call, and cost of each call.

Report showing “frequently called numbers” for all numbers called more than 5 times per day.

Report showing “common numbers called” for all numbers called by more than one inmate.
CALL MONITORING AND RECORDING — The system at each facility shall allow the following conversations to be monitored/recorded: specific phones; specific PIN numbers/inmates; specific numbers called; and, all conversations. The system shall provide for both on-site and remote monitoring/recording of calls. This monitoring/recording shall be done silently without either party’s knowledge, anytime that the facility administration deems it necessary to do so. The monitor/record system shall allow the facility to scan through the system and monitor any call at any time from a maximum of six administrative stations. The system shall allow each facility to initiate recording on any conversation from any of the administrative stations and to store the recording on a digital audiotape. The system shall allow each facility to access recorded tapes from any one of a minimum of 3 stations within the Administrative Unit of the facility. Recorded conversations shall be tracked by; but not limited to: inmate PIN number; number called and location called from. The system shall detect, by use of PIN number, if a call is placed to an inmate’s attorney, and shall prevent that call from being monitored or recorded.

AUTOMATED OPERATORS — GTL’s service shall utilize automated operators. At no time shall an inmate be allowed to access a live operator.

ADMINISTRATION TERMINAL — The system at each facility shall include an Administration Terminal that will allow them to make administrative changes to the system on-site without intervention from the vendor. This terminal shall, at a minimum, allow the facility to program call duration limits, on-off times for stations, add/delete/change PIN numbers, add/delete/change numbers from the Call Block list for each inmate, add/delete/change numbers from the free call list for each inmate, review all records, and administer the Call Monitor/Record functions.

DEBIT CALLING — The system shall give inmates the option of placing collect calls or using a debit calling feature that lets inmates pre-pay for calls. The system shall keep track of each inmate’s pre-paid balance and determine whether or not the inmate’s call can be placed by debit calling according to his/her balance. The system shall notify the inmate what his/her balance is after the inmate enters their PIN number, and then give the inmate the choice of debit or collect.

REPORTS — GTL shall provide the following system and usage reports on a monthly basis at no cost to the State:

A. Record, by day, of PIN adds and deletes, by facility
B. Total billed revenue and commission by facility.
C. Frequently called number report – weekly by PIN
D. PIN numbers in use
E. Station Message Detail Recording, including:
   1. Specific numbers called by PIN
   2. Duration of calls
   3. Date and time of calls
   4. Call charge, for local IntraLATA and InterLATA
   5. Inmate station used (extension number)

VENDOR SERVICES

SERVICE RESPONSE TIME — GTL shall respond (call-back) on all service calls for hardware/software within 2 hours, 365 days per year. When on-site service is required, GTL shall provide technicians that are professionally trained to provide fast, reliable high quality service. If on-site service is required, the response time shall be within 6 hours of the service call,
7 days per week, with a permanent point of contract with GTL. The on-site technicians shall be residents of the State of West Virginia to ensure on-site service is provided within the time frame specified earlier in this section. Equipment removed and repaired off-site shall be replaced with loaner equipment, at no expense to the DOC. GTL shall provide each facility with a toll-free number 800 or 888 telephone number for service calls and system administration issues. GTL shall not block anyone from calling the toll-free line to report a service problem. The system shall be capable of remote diagnostics and the dedicated line for remote diagnostics shall be the expense of GTL.

MOVES, ADDS, CHANGES, DELETES – The DOC shall have the right to initiate moves, adds, changes and deletions of telephone stations at each facility. The DOC shall work with GTL to establish telephone locations and the number of stations required at each.

HOT LINE – GTL must provide each facility with a toll free service Hot Line to enable consumers to discuss concerns related to billings.

COMMISSION STATEMENTS – GTL shall provide the facility with commissions on revenue earned by inmate calls. Commission payments earned shall be sent to the DOC facilities in which they were earned. Commission shall be calculated at forty-six (46%) of gross billable revenues (non-payments and collections against persons called shall not be deducted from the gross, this is an expense incurred by the vendor) and shall be payable no later than the 20th day following the end of each month. If a commission payment is late, GTL will receive a notice from the DOC stating the importance of receiving commissions in a timely manner. If a commission payment is late a second time, the DOC will begin the process of having GTL declared a “non-responsive” vendor with the Purchasing Division of the WV Department of Administration, which would prevent GLOBAL from doing further business with the State of West Virginia and allows the DOC to begin finding alternative inmate telephone service. GTL shall provide a payment bond in the amount of $250,000 to cover unpaid commissions for the entire DOC account. Detailed revenue statements shall be provided with each commission payment.

COMMISSIONS ENHANCEMENT AND AUDITING – The DOC retains the right to audit the calling data and revenues resulting in commissions from the inmate telephone. GTL shall commit to this per this agreement. GTL shall be furnished with a ten-day notice prior to the DOC executing their right to audit.

TRAINING – GTL shall train DOC personnel in the various aspects of the inmate telephone system administration, operation and reporting. The inmate telephone system training must be provided on-site at the various facilities, and at no cost to the DOC.

INSURANCE – GTL shall purchase and maintain in force, at its own expense, such insurance as will protect it and the State from claims which may arise out of or result from the vendor's execution of the work, whether such execution is by itself, its employees, agents, subcontractors, or by anyone for whose acts it may be liable. The insurance coverage shall be such as to fully protect the State, and the general public, from any and all claims for injury and damage resulting by actions on the part of the vendor or its forces as enumerated above. GTL shall furnish a copy of the original Certificate of Insurance upon signing this agreement.
<table>
<thead>
<tr>
<th>FACILITY</th>
<th>LOCATION</th>
<th>PHONES</th>
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<tbody>
<tr>
<td>Anthony Center</td>
<td>HC 70, Box N 1</td>
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<td></td>
<td>White Sulphur Springs, WV</td>
<td></td>
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<td></td>
<td>24986</td>
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<td>Denmar Correctional Center</td>
<td>HC 64, Box 125</td>
<td>12</td>
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<td></td>
<td>Hillsboro, WV 24946</td>
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<tr>
<td>Huttonsville Correctional Center</td>
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<td>100</td>
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<td></td>
<td>Huttonsville, WV 26273</td>
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<tr>
<td>Lakin Correctional Facility</td>
<td>11264 Ohio River Road</td>
<td>48</td>
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<td></td>
<td>West Columbia, WV 25287</td>
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<tr>
<td>Mt. Olive Correctional Complex</td>
<td>#1 Mountainside Way</td>
<td>108</td>
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<td>Mt. Olive, WV 26185</td>
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<td>Ohio County Correctional Complex</td>
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<td>Wheeling, WV 26003</td>
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<tr>
<td>Pruntytown Facility</td>
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<td></td>
<td>Grafton, WV 26354</td>
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<td>St. Mary's Correctional Center</td>
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<tr>
<td></td>
<td>St. Mary's, WV 26170</td>
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<td>Northern Correctional</td>
<td>RD 2, Box 1</td>
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<td></td>
<td>Moundsville, WV 26041</td>
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<td>Martinsburg Correctional Center</td>
<td>1406 Charles Town Rd.</td>
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</tr>
<tr>
<td></td>
<td>Martinsburg, WV 25401</td>
<td></td>
</tr>
</tbody>
</table>
ACCEPTED BY:
WV DIVISION OF CORRECTIONS

Jim Rubenstein
Commissioner of Corrections

Date: 7/14/08

GLOBAL TEL*LINK CORPORATION

Jeffrey B. Haidinger
President, Services

Date: 7/7/08
AGREEMENT RENEWAL

This Agency Agreement between the West Virginia Division of Corrections and Global Tel*Link Corporation ("GTL") serves to renew inmate-calling system services originally contained in West Virginia Division of Purchasing Order number RJC288. The original Purchase Order was effective February 1, 2002 through January 31, 2003. The original Agreement between the Division of Corrections began 16 June 2003 thru 15 June 2004. This renewal continues the service in place as of the effective date of this renewal.

The Division of Corrections facilities covered under this Agreement include: The Denmar Correctional Center in Hillsboro, WV; the Anthony Center in White Sulphur Springs, WV; the Pruntytown Correctional Center in Grafton, WV; The Huttonsville Correctional Center in Huttonsville, WV; the Mount Olive Correctional Center in Mt. Olive, WV; the Lakin Correctional Facility in West Columbia, WV, Northern Correctional Facility in Moundsville, WV, Ohio Correctional Center in Wheeling, WV, St. Marys Correctional Center in St. Marys, WV and the Martinsburg Correctional Facility. A list of the facilities with their mailing address and number of inmate telephones is included in this Agreement.

RENEWAL: This renewal will be effective beginning June 16, 2009 and will extend for a period of one (1) year through June 15, 2010.

Except as set forth above, there is no other revision or amendment to the Agency Agreement or the obligations of West Virginia Department of Corrections or GTL, and the Agreement remains in full force and effect.

ACCEPTED BY:

WV Division of Corrections

[Signature]

Commissioner of Corrections

[Date]

Global Tel*Link Corporation

[Signature]

Jeffrey B. Haidinger
President, Services

[Date]
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RENEWAL: This renewal will be effective beginning June 16, 2011 and will extend this agreement until December 31, 2011.

Except as set forth above, there is no other revision or amendment to the Agency Agreement or the obligations of West Virginia Department of Corrections or GTL, and the Agreement remains in full force and effect.

ACCEPTED BY:

WV Division of Corrections

[Signature]
Commissioner of Corrections

8/16/11
Date

Global Tel*Link Corporation

[Signature]
Jeffrey B. Haidinger
President, Services

8/11/11
Date
Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

VENDOR OWING A DEBT TO THE STATE:
West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:
If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:
In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSE:
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor’s Name: ____________________________
Authorized Signature: _______________________
Date: ____________________

Purchasing Affidavit (Revised 01/01/09)
AGREEMENT RENEWAL

This Agency Agreement between the West Virginia Division of Corrections and Global Tel*Link Corporation ("GTL") serves to renew inmate-calling system services originally contained in West Virginia Division of Purchasing Order number RJC288. The original Purchase Order was effective February 1, 2002 through January 31, 2003. The original Agreement between the Division of Corrections began 16 June 2003 thru 15 June 2004. This renewal continues the service in place as of the effective date of this renewal.

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RENEWAL: This renewal will be effective beginning January 1, 2012 and will extend this agreement until June 30th, 2012.

Except as set forth above, there is no other revision or amendment to the Agency Agreement or the obligations of West Virginia Department of Corrections or GTL, and the Agreement remains in full force and effect.

ACCEPTED BY:

WV Division of Corrections

[Signature]
Commissioner of Corrections

Date: 10/10/11

Global Tel*Link Corporation

[Signature]
Jeffrey B. Haidinger
President, Services

Date: 12/4/11
PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: 

Authorized Signature:  

Date:  

County of , to wit:  

Taken, subscribed, and sworn to before me the day of , 201

My Commission expires,  

AFFIX SEAL HERE  

NOTARY PUBLIC  

Purchasing Affidavit (Revised 12/15/09)
DBS PS ORDER FROM VENDOR SETUP VOS

NEXT FUNCTION: ________ ACTION: ________ 12/15/2011 11:37:49

===============================================================================
PAY ENTITY : PUR
VENDOR NUMBER : *005113041
GROUP NUMBER : ______
SHORT NAME : GLOBALTELLINKCO
VENDOR TYPE : M
ORDER FROM NAME: GLOBAL TEL LINK CORP
    ADDR LINE 1: 6612 E 75TH ST 4TH FLOOR
    ADDR LINE 2: ______
    CITY/STATE: INDIANAPOLIS IN
    FEIN OR SSN: 631071001
    CONTACT: RAE PEARSON
    FAX NUMBER: 251-375-8041
    EDT/FAX CODE : ______
    PHONE : ______
    STATE CODE : ______
    POSTAL CODE : 46250

PAYMENT TERMS : ______ STATUS : ______ ORDER HOLD : ______

--- CONSOLIDATED REPORTING INFORMATION ---
PAY ENTITY :
VENDOR NUMBER :
GROUP NUMBER : ______
NEW VEND ID: 
NAME: GLOBAL TEL LINK CORP
LAST UPDATED: 12/18/2011 BEP-WCC DEFAULT: N
FEIN OR SSN: F (F OR S) VENDOR STATUS: Y
FEIN SSN: 531071001 BRANCH CODE: 00 BUSINESS DESIGNATION: CO
DOING BUSINESS AS:
CONTACT NAME (FIRST, MI, LAST):
PHONE NUMBER: 800 489 - 4500 EXTENSION:
STREET ADDRESS: 2609 CAMERON ST
CITY: MOBILE
ADDR TYPE: R (R OR O) STATE: AL ZIP-CODE: 36607 COUNTRY: USA
OUTSTANDING A P: .00 PAYMENTS YTD: .00
PREVIOUS FY PAYMENTS: .00 LAST AMOUNT: .00
LAST WARRANT NUMBER:
MAILING DATE: 
MAIL RESPONSE DATE: 12/18/11
OVERRIDE ADDRESS: Y
SUBRECIPIENT: N
NEXT: 
PF1 = HELP 
PF3 = END 
PF4 = MENU
UC/WC Defaulted Accounts Search Results
Sorry, no records matching your criteria were found.

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<th>FEIN:</th>
<th>631071001</th>
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<tbody>
<tr>
<td>Business name:</td>
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</tr>
<tr>
<td>Doing business as/Trading as:</td>
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</tbody>
</table>

Please use your browsers back button to try again.

<table>
<thead>
<tr>
<th>Workforce WV</th>
<th>Unemployment Compensation</th>
<th>Offices of the Insurance Commissioner</th>
</tr>
</thead>
</table>

OIC Defaulted Accounts Search Results
FEIN: 631071001
Business:
Doing Business As/Trading As:
Results Found: 0
There was a problem with your search request.

Name is required for SSN/TIN search.

Back