



This Contract for offender phone equipment and services and associated offender monitoring and recording equipment and services (this "Contract") is made as of the date of last signature by the parties, by and between FSH Communications, LLC, a Limited Liability Company ("Contractor") and the State of Washington acting by and through its DEPARTMENT OF CORRECTIONS ("DOC"). Throughout this Contract, DOC or Contractor may individually be referred to as "Party" or together as "Parties."

RECITALS

Pursuant to authority delegated to DOC by the state of Washington, Department of Information Services (DIS); DOC issued a Solicitation Number CRFP6446 dated August 1, 2005, (the "Solicitation") whereby DOC sought responses from prospective vendors to acquire offender telephone service in order to replace an existing contract for offender telephones located in facilities owned or operated by the DOC or contractors on its behalf which may be increased or decreased by the DOC during the term of the Contract.

Contractor is in the business of providing phone service within the meaning of Section 276 of the Telecommunications Act of 1996. In response to the Solicitation, Contractor submitted its response to provide certain telephone services for DOC offenders.

This Contract embodies the terms and conditions mutually acceptable to the Parties for the provision of the Services defined below.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties hereby agree as follows:

PART I. - SPECIAL TERMS AND CONDITIONS

Section 1.01 DEFINITIONS

As used in this Contract, the capitalized terms contained in Appendix 1.01 shall have the respective meanings set forth therein.

The name assigned to this Contract and the part and section captions used herein are for convenience of reference only and shall not affect the interpretation or construction hereof. Unless otherwise specified, (a) the terms "hereof," "herein" and similar terms refer to this Contract as a whole and (b) references herein to "Parts" or "Sections" refer to parts or sections of this Contract. The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of

any provision of this Contract to such Person or Persons or circumstances as the context otherwise permits. Time is of the essence in the performance of the Parties' respective obligations. Unless otherwise specified, all references to money amounts are to U.S. currency. All references, if any, to generally accepted accounting principles means to GAAP and all accounting terms, if any, not otherwise defined in this Contract have the meanings assigned to them in accordance with GAAP.

Section 1.02 APPENDICES, EXHIBITS AND ATTACHMENTS

The appendices, exhibits and schedules to this Contract attached to this Contract are incorporated by this reference into this Contract.

Section 1.03 CONTRACTOR AND SUBCONTRACTORS

DOC agrees that portions of the Services performed under this Contract may be performed by Contractor and portions may be performed by DOC approved Subcontractors. DOC hereby grants to Contractor, subject to the regulations of the FCC, the authority to select and contract with the carriers that provide local, interLATA, intraLATA, and interstate and international calls from the offender, subject to the approval of DOC. As of the date hereof, the Subcontractors under this Contract are as follows: (i) Value-Added Communications (VAC) (Focus 100 digital inmate call control platform including integrated monitoring and recording), (ii) Global Tel*Link Corporation (GTL) (long distance services as well as direct facility support and services via the Focus 100 platform and using their own offender telephone equipment), and (iii) Paragon Communications Services LLC (installation and maintenance of telecommunications equipment under contract with GTL). The foregoing notwithstanding, Contractor may provide any of the Services currently contemplated to be subcontracted to the Subcontractors described above, provided that the rates, prices and charges for such Services are no higher than those permitted under Section 3.01 below and that Contractor satisfies all of its other obligations under this Contract with respect to the provision of the Services. Any substitute or additional Subcontractors will be listed on the attached Appendix 6.01.3 in accordance with the provisions of Section 6.01.3 below.

PART II. - SERVICES

Section 2.01 SCOPE OF WORK

Contractor agrees to provide to DOC and DOC agrees to grant the authority for Contractor to provide for DOC correctional facilities the services described in Appendix 2.01 attached hereto (individually, a "Service", and collectively, the "Services"); provided. The work contemplated under this Contract shall include all labor, materials, the transportation, equipment and other activities for, and reasonably incidental to, making the Services operational. It also includes furnishing, installing, interfacing, operating, maintaining, and billing (if applicable) the Services described in this Contract and the appendices, exhibits and other attachments hereto. Silence of the Contract

regarding delivery of Services normally offered with respect to the deliverables requested in the Contract does not constitute any waiver of Services by DOC.

Without limiting any of the requirements contained in Appendix 2.01, Contractor agrees to: (a) provide local and long distance (intrastate intraLATA, intrastate interLATA, interstate, and international) telephone service for all offender phones at Contractor's expense; (b) install, maintain, and keep in operation all offender phones connected to the Focus 100 equipment, associated equipment, hardware, and enclosures, as specified in Appendix 2.01, at Contractor's expense; (c) install as required and maintain monitoring and recording systems at designated DOC correctional facilities at no cost to DOC; (d) provide initial new product and refresher training to DOC personnel as reasonably requested by DOC on the operation of monitoring and recording systems at Contractor's expense; (e) service and repair all offender phones and associated equipment at Contractor's expense; (f) retain ownership of all offender phones, monitoring and recording systems, associated equipment, hardware, software and enclosures provided by Contractor; (g) provide such personal background data as is required by DOC on any Contractor personnel intending to enter a correctional facility; (h) provide, within sixty (60) days of the close of Contractor's fiscal year, an annual inventory of telephone numbers of all offender phones and the DOC facility in which each such Offender Phone is located; and (i) update all software and hardware used in connection with the Services rendered to DOC facilities including, but not limited to, the monitoring and recording systems, to be compatible with the most current version of Microsoft Windows operating system, provided the same after such upgrades is compatible with the existing systems utilized by DOC, including but not limited to, all existing data storage, and provide on-site training to all DOC personnel regarding such upgraded software and hardware.

During the Term of this Contract, Contractor shall replace or keep in operation, and maintain the entire offender phones currently located in DOC facilities at such levels that will ensure regular usage by inmate population. Contractor will conduct periodic traffic studies to determine average use, and in the event that said studies support an increase or decrease of offender phone count at a DOC facility, Contractor will make the necessary change after written notification to and approval by DOC. The foregoing notwithstanding, Contractor shall remove any offender phone requested to be removed by DOC. Before Contractor is required to install any new offender phone, Contractor must first receive written authorization from DOC. It is understood that offender phones are located at DOC prison and work release facilities; and that such facilities may open or close during the contract term.

Contractor may request that DOC consider allowing Contractor to remove certain offender phones that Contractor claims to be uneconomical to Contractor; provided, however that this provision does not create any right in Contractor to have any such offender phone removed, and the decision of whether to remove such offender phones shall be made by DOC in its sole discretion.

Unless a longer period is mutually agreed to by the Parties, Contractor shall install any new offender phone within thirty (30) days of the delivery to Contractor of a

Written Authorization (as described below) directing Contractor to install such new offender phone. The foregoing notwithstanding, subject to the prior written consent of DOC, which shall not be unreasonably withheld, Contractor may request a period of time longer than thirty (30) days to install a particular new offender phone that Contractor cannot reasonably install, within such thirty (30) day period. It is understood that to install a new offender phone the DOC must ensure that the proper conduit, station wiring, and electricity as required and as described in Section 6.18, DOC Covenants, is installed to support the use and location of the offender phone.

All Equipment, including, but not limited to, all offender phones, shall be new or "Like-New", except for Equipment already in place and previously installed under prior contracts between DOC and Contractor, Contractor agrees that all of the Equipment used by Contractor, or its Subcontractors shall be identical, equivalent or better to that equipment described in the Solicitation, unless DOC consents in writing to any different equipment, which consent will not be unreasonably withheld.

Contractor shall list on all offender phones the written information which is normal and customary in the industry to be listed on such offender phones or as required by the DOC, provided, however, that any information listed on any offender phone is subject to DOC's prior written approval.

Contractor agrees that all of the Services shall be turnkey.

Section 2.02 ORDERS FOR ADDITIONAL SERVICES

A written authorization to implement Additional Services (a "Written Authorization"), delivered by DOC to the Contractor, shall be used to order Additional Services beyond the Initial Service (not including requests for additional offender phones), and to request any changes or additions to the Services. Such Written Authorization shall specify the quantity, service dates, and other operational parameters of the requested Services. DOC may require Contractor to assist in the preparation of such Written Authorizations by providing necessary Services description, operating parameters, and/or interface information to the extent that Contractor and Subcontractors can provide such assistance. Contractor shall provide this assistance at no added cost to DOC. Each such Written Authorization shall be approved and issued only by DOC.

Section 2.03 NEW TECHNOLOGY

When new technology, either equipment or services related to the Services, becomes available, Contractor agrees to notify DOC within a reasonable time after such availability so that DOC can consider whether such new technology should be utilized by Contractor in rendering the Services. DOC shall have the option, in DOC's sole discretion, to have such new technology utilized by Contractor to render the Services as soon as practical or at such later time as DOC shall determine; provided that the Parties mutually agree that such new technology does not materially increase Contractor's costs of rendering the Services to be affected by such technology.

In considering whether or not to extend the term of this Contract after the Initial Term, DOC may consider the need for utilizing new technology during any such Extended Term. If the use of such new technology will materially increase the costs of Contractor rendering the Service, and DOC wishes to utilize the same and DOC elects, in its sole discretion, to pursue, the Parties will attempt in good faith to negotiate changes to this Contract to allow the use of the new technology. The foregoing notwithstanding, any such new technology provided at DOC facilities must be compatible with any existing Recording Media or other information related to the Services and must result in any Recording Media related to offender phone Services being admissible in any legal proceeding involving DOC. In addition, any change to this Contract requiring the use of new technology at DOC facilities must provide for initial new product and refresher training for DOC personnel in the use of the technology, at Contractor's expense, provide for the installation and maintenance of any new equipment and for any specialized environmental requirement related thereto. Responsibility for such specialized environmental requirements shall be agreed upon by the Parties.

Section 2.04 AVAILABILITY OF SERVICES

The Services to be provided under this Contract will be made available by Contractor as directed by DOC.

PART III. - RATES AND COMMISSION

Section 3.01 RATES

Neither DOC nor any State Entity shall have any liability for the payment of the calls placed from the offender phones. Neither DOC nor any State Entity shall be liable for any costs or expenses in connection with the Services hereunder, it being understood that all compensation to Contractor for rendering the Services hereunder shall be from the amounts charged by Contractor to the users of the offender phones. The rates and prices for the Services described in Appendix 3.1 shall be the total costs to users of the offender phones, excluding applicable taxes or tariffed surcharges as required by the State PUC or FCC, such Services shall be complete (i.e., Turnkey), and any unspecified costs or expense for such Services shall be borne by Contractor.

The rates, prices and charges for the Services as described in Appendix 3.01 shall be the, maximum rates, prices and charges that may apply during the Initial Term of this Contract. Upon mutual agreement of the Parties after the Initial Term of this Contract, such rates, prices and charges shall be reviewed by DOC and Contractor to determine if they should be modified based upon, among other factors, technology changes, Commission payable under the next section, capital investment by Contractor, and revenues and profitability to Contractor of the operation of the offender phones.

Section 3.02 COMMISSION

In consideration of Contractor being given the opportunity under this Contract to render the Services, and DOC's agreements contained in this Contract, Contractor shall pay to DOC the fees described in Appendix 3.01 (the "Commission"). Except for the Commission payable by Contractor to DOC, Contractor shall not be liable to DOC or any State Entity for any commissions or fees with respect to the Services Tendered by Contractor under this Contract:

Contractor will pay the Commission directly to DOC, and shall notify the DOC program administrator in writing of the amount and date of each such payment when Contractor pays the same. DOC will provide to Contractor the address for DOC to which the Commission shall be paid. Contractor shall pay the Commission owed by Contractor hereunder to DOC on a quarterly basis, payable on or before the 30th day of January, April, July and October of each calendar year during the Term. The first quarter's commission shall be prorated upon execution of the Agreement, payable at a daily rate of thirteen thousand nine hundred and seventy-two dollars and sixty cents (\$13,972.60). Any Commission not paid to DOC when due shall bear interest at the rate of one percent (1%) per month or, if less, the maximum rate allowed by law, until the same is paid in full.

Section 3.03 TAXES - FEDERAL AND LOCAL

Neither DOC nor any State Entity will be liable for any taxes accruing or coming due as a result of this Contract, whether federal, State, or local, and Contractor shall be responsible for any such taxes.

PART IV. - TERM.

The initial term of this Contract is from the Agreement's execution date through December 31, 2009 ("Initial Term"). Unless terminated earlier, at the end of the Initial Term and each one (1) year period thereafter until December 31, 2014, the term of this Contract shall automatically renew for an additional one (1) year term, on the same terms and conditions contained in this Contract (or as contained in the Contract as it exists immediately before the end of the then current term), for up to five (5) successive one (1) year renewals (all such renewal terms are referred to collectively as the "Extended Term"), unless either Party delivers, via certified mail, RETURN RECEIPT REQUESTED, written notice to the other Party of its desire to terminate the Contract, sent at least one hundred eighty (180) days prior to the last day of the then current Term of this Contract. If either Party delivers any such notice of its desire to terminate, the Term of this Contract shall automatically terminate on the last day of the then current Term of this Contract. The foregoing notwithstanding, the Term of this Contract cannot be extended beyond December 31, 2014 without the written agreement by both DOC and Contractor.

PART V. - PART REPRESENTATIONS AND WARRANTIES

Section 5.01 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor makes the following representations and warranties for the benefit of DOC:

(a) Contractor is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the corporate power to carry on its business as it is now being conducted and currently proposed to be conducted. Contractor is qualified as a foreign corporation to do business, and is in good standing, in the State of Washington. Contractor is fully licensed and registered with the Washington Utilities and Transportation Commission to provide the Services. Contractor's registered agent for service of process in the State of Washington is Corporation Service Company.

(b) Contractor has the right, power and authority to enter into, and perform its obligations under this Contract. This Contract has been executed by a representative of Contractor who is authorized to make a commitment on behalf of Contractor.

(c) Contractor has delivered to DOC (i) certifications issued by the applicable governmental authorities evidencing Contractor's authorization to conduct business and render the services in the State of Washington; and (ii) a certificate signed by an officer of the Contractor who is the Secretary or Assistant Secretary of Contractor certifying the incumbency and specimen signature of the Person that executed this Contract on behalf of Contractor, that all corporate action necessary to authorize Contractor's execution, delivery and performance of this Contract has been taken, and that this Contract has been duly executed and delivered by Contractor.

(d) Contractor has taken all requisite corporate action to approve execution, delivery and performance of this Contract. This Contract constitutes a legal, valid and binding obligation upon Contractor, enforceable against Contractor in accordance with its terms and conditions. The fulfillment of Contractor's obligations hereunder will not constitute a material violation of any existing applicable law, rule, regulation or order of any governmental authority. All necessary or appropriate public or private consents, approvals, permissions, agreements, licenses or authorizations have been obtained in timely manners which are necessary for Contractor to enter into and to perform its obligations under this Contract.

(e) There is no outstanding, pending or to the best of Contractor's knowledge, threatened, litigation, order, judgment, or Proceeding, involving or affecting this Contract, the Services, or Contractor's ability to perform its obligations under this Contract.

(f) To the best of Contractor's knowledge, no representation or warranty made by Contractor contained in this Contract and no statement by Contractor contained in, or information or documents delivered to DOC by Contractor in connection with, the Solicitation, the Response, or this Contract or otherwise supplied by Contractor to DOC

contains any untrue statement of a material fact or omits to state a material fact necessary to make such statements, information or documents, in light of the circumstance under which they were made, not misleading.

(g) This Contract is for the provision by Contractor of services, and not the purchase of hardware, software or other equipment or goods. In order to deliver the Services and perform its obligations under this Contract, neither DOC nor any State Entity must purchase any hardware, software, or other equipment or goods, and Contractor is not selling any of the same under this Contract. Contractor shall own all equipment. DOC shall have no ownership of the Contractor's and its Subcontractor's Equipment. All data on the Recording Media shall be owned and controlled by DOC.

Section 5.02 DOC'S REPRESENTATIONS AND WARRANTIES

DOC makes the following representations and warranties for the benefit of Contractor:

(a) DOC has the right, power and authority to enter into, and perform its obligations under this Contract.

(b) DOC has taken all requisite administrative action to approve execution, delivery and performance of this Contract. This Contract constitutes a legal, valid and binding obligation upon DOC, enforceable against DOC in accordance with its terms and conditions.

(c) The fulfillment of DOC's obligations hereunder will not constitute a material violation of any existing applicable law, rule, regulation or order of any governmental authority.

(d) There is no outstanding or pending litigation, order judgment, or Proceeding, involving or affecting DOC's ability to perform its obligations under this Contract.

PART VI. - COVENANTS

Section 6.01 CONTRACTOR'S PERSONNEL

General: Contractor shall exercise due care to choose and manage its personnel so that only suitably responsible, professionally competent, and disciplined representatives shall be operating in DOC facilities, many of which have sensitive and critical activities. Neither DOC nor any State Entity shall be responsible for any injury or other loss suffered by Contractor or Subcontractor personnel in a DOC facility arising out of a riot or hostage situation unless it is due to the gross negligence or willful acts or omissions of DOC, its employees or agents. Contractor personnel requiring access to DOC facilities shall be subject to background checks by DOC or other law enforcement agencies. Contractor will meet all requirements of Part 68, FCC Rules and Regulations (47 CFR 68) regarding affidavits and manufacturer's authority requirements for installer personnel. Contractor personnel seeking access to DOC facilities shall be subject to DOC policies and requirements regarding

background investigations, criminal convictions, and entrance to DOC facilities. The Parties acknowledge that it is DOC policy to require advance notice and advance clearance for entry into all DOC facilities.

Key Personnel: Contractor acknowledges and agrees that DOC and Contractor are entering into this Contract-for critical services because of the Contractor's stated ability to provide the Services for offender phone service. Because of the need for DOC to be assured that Contractor's personnel are highly qualified and skilled in the special qualification areas pertaining to the Services, and have the ability to understand and be responsive to DOC needs, the Contractor in good faith will make every effort to meet DOC's needs in this Section.

As of the commencement of this Contract, Key Personnel are identified in Appendix 6.01.2 attached hereto.

Key Personnel shall not delegate long term or permanent performance of the management powers and responsibilities he/she is required to provide under this Contract to another (other) Contractor employee(s) without first obtaining the written consent of DOC.

Further, Contractor shall make every attempt to not re-assign or transfer any Key Personnel to other duties or positions such that the Key Personnel is (are) no longer available to provide DOC with his/her (their) expertise, experience, judgment, and personal attention, and will make every attempt to notify DOC prior to such re-assignment or transfer. In the event Contractor requests that DOC approve a re-assignment or transfer of any Key Personnel, DOC may, at Contractor's discretion, interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for such Key Personnel. DOC approval of changes in Key Personnel, when requested will not be unreasonably withheld.

Personnel Background Checks: Contractor warrants that it has appropriate procedures for screening employee criminal history and for addressing employee off-duty misconduct, including a criminal history screening process for all its employees, and has a process for reviewing employee off-duty misconduct. Contractor further warrants that any such screening procedures or processes are and shall be in compliance with all State and federal laws, including, but not limited to, the Fair Credit Reporting Act (15 U.S.C. Section 1681). Contractor's personnel who work on the Services will be subject to this screening and review process. Before beginning such work, Contractor shall submit to all of Contractor's personnel who are proposed to have access to DOC facilities written requests for permission to conduct background checks, including criminal history verification. If any such personnel refuse permission or elect to avoid participation in any such background check, at the option of DOC, Contractor will replace such Person with a qualified employee who is willing to participate in these background checks. In addition, DOC or other law enforcement agencies may, but are not obligated to, do background checks, including criminal history verification, on some or all of the Contractor's personnel proposed to have access to the DOC facilities. Without limiting the foregoing, any of Contractor's

personnel proposing to enter a DOC facility may be subject to a screening through the Washington State Patrol database, the results of which are acceptable to DOC in its sole discretion. If DOC conducts any such Washington State Patrol screening, DOC shall comply with the requirements of the Fair Credit Reporting Act, if applicable. Personnel with backgrounds deemed unsuitable by DOC will not be acceptable for support of these services, and Contractor will be requested to provide alternatives.

Criminal Convictions: If during the term of the Contract, it becomes known to Contractor that any of Contractor's personnel or applicant for employment by Contractor in connection with rendering the Services hereunder has had a criminal conviction, that information, with as much supporting detail as is reasonably available, will be submitted to DOC for review, and the personnel involved will be suspended from working on this Contract or, in the case of an applicant, will not be assigned by Contractor to work on this Contract. Such personnel may only resume work on this Contract or, in the case of an applicant; may only be assigned by Contractor to work on this Contract, if DOC grants express written permission.

Contractor Personnel: Should DOC expressly approve Contractor personnel with criminal records, and it becomes known to Contractor that a status change, such as violation of parole or probation term has taken place, it is the responsibility of Contractor to immediately notify DOC and seek written permission to continue use of subject personnel.

Failure to Notify: Without limiting the other remedies available to DOC for this or any other breach by Contractor under this Contract, should Contractor fail to notify DOC, when Contractor learns of the same, of personnel with criminal arrest or conviction records, or any status change, or be unable to provide suitable personnel, with respect to personnel working on DOC systems, DOC may terminate the Contract for cause under Section 10.01

Unacceptable Personnel Notification: DOC may notify Contractor when it finds any Key Personnel or other Contractor personnel, or proposed replacement therefore, unacceptable for any lawful reason relating to the provision of the Services, including but not limited to DOC's reasonable determination that he or she is not qualified to perform the work to which he or she is assigned. Upon receipt of such notice, Contractor shall within ten (10) business days review the matter with DOC and, unless otherwise agreed upon by the Parties, promptly transfer or otherwise remove such Contractor's personnel from working (or if a proposed replacement, not assign such Contractor's personnel to work) on the Services. Upon receipt of a notice from DOC that any Contractor personnel do not meet DOC requirements regarding entrance into any facilities of any correctional institution, such personnel shall be removed immediately from such facilities.

Subcontractor Personnel: The provisions of this Section, including but not limited to, Contractor's obligations hereunder, shall also apply to personnel of any Subcontractor in the same manner as applicable to Contractor.

Section 6.02 REGULATORY APPROVAL

If this Contract is now or in the future subject to the approval of applicable state or federal regulatory bodies, the Parties shall be relieved of their obligations thereunder if regulatory approval is denied; or, at the sole discretion of DOC, those parts of the Contract upon which the denial was based may be renegotiated and the Contract amended to reflect the result of those renegotiations. Without limiting the other remedies available to DOC for this or any other breach by Contractor under this Contract, if any regulatory approval required to allow Contractor to provide the Services and otherwise satisfy its obligations under this Contract is not received which causes Contractor to breach any obligation under this Contract, DOC may, at its sole discretion, terminate immediately this Contract and obtain service from another party. A decision to terminate the Contract under these conditions shall bear no penalty for DOC or any obligation by DOC to Contractor.

Where needed, Contractor must make every reasonable effort to obtain any required regulatory approval, including promptly responding to information and data requests from the regulatory body. Contractor shall fully cooperate with the Washington Utilities and Transportation Commission (WUTC). Contractor must promptly notify DOC of all actions taken to obtain such regulatory approval, including all formal filings or informal contacts with the applicable regulatory bodies related to this Contract. To the extent that it reasonably could assist Contractor in obtaining required regulatory approval, if any, of the Services to be rendered under this Contract, DOC shall make a good faith effort to cooperate with Contractor in making filings with applicable regulatory bodies. So long as Contractor uses all reasonable efforts to obtain any required regulatory approval, its failure to obtain such approval shall not be deemed a breach of this Contract.

Section 6.03 COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with, and shall cause all Subcontractors to comply with, all federal, state and local laws, regulations, rules, executive orders and ordinances, whether now existing or hereinafter enacted, as the same may be amended or modified, in connection with the Services under this Contract or the performance of Contractor's obligations under this Contract. Without limiting the generality of the foregoing, Contractor agrees to comply with, and shall cause all Subcontractors to comply with: (i) the constitution of the State of Washington; (ii) all federal and state civil rights and rehabilitation statutes, rules and regulations, the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the Department of Health and Human Services issued according to that Act, and provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, as amended; (iii) Section V of the Rehabilitation Act of 1973; (iv) the Americans with Disabilities Act; (v) all applicable state and federal laws, local rules, regulations, and ordinances of cities, counties, municipalities, and local taxing districts, the National Electrical Code, Parts 15 and 68 of the FCC's Rules, and the rules, regulations, and tariffs of all authorities having jurisdiction over the Services to be installed and provided under this Contract (provided, however, that this does not relieve Contractor of the responsibility to comply with the Specifications if the

Specifications exceed the laws, regulations, and ordinances); (vii) the provisions of any federal, state, or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the provision of the Services under this Contract; (viii) the provision of State laws relative to prevailing wage rates; and (ix) all regulations and administrative rules established pursuant to the foregoing laws.

No claims for payment to Contractor or reduction in Commission paid to DOC will be approved for changes required to comply with codes, ordinances, laws, tariffs, and regulations in effect on the date hereof or enacted in the future, as the same may be amended or modified, which apply to the Services provided under this Contract. Contractor will not be responsible for changes required by existing or future codes, ordinances, laws, tariffs, or regulations which apply to the facilities at which the Services are provided (i.e., building, fire, safety and electrical codes).

Without limiting all other remedies available to DOC in connection with such breach, Contractor's or any Subcontractor's failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Contract by DOC for cause. In addition to and without limiting all other remedies available to DOC in connection with such breach, Contractor shall be liable for any Loss resulting to DOC from such noncompliance.

Section 6.04 PERMITS

Contractor shall obtain and pay for all necessary permits, official licenses and inspections, certificates of authority, and other official approvals necessary for the provision of the Services under this Contract.

Section 6.05 RELEASE OF OPINIONS

Contractor acknowledges and agrees that DOC and its representatives reserve the right to provide their opinions publicly and privately to third parties regarding Contractor's performance under this Contract.

Section 6.06 INTELLECTUAL PROPERTY RIGHTS

Contractor warrants that the Services, and all products, Equipment and support related thereto, do not infringe upon, violate or result in the misappropriation of any United States or foreign patent, copyright or trademark, any trade secret, utility model, industrial design or mask work, or any other proprietary or intellectual property right of any third party. Provided that Contractor fully performs its obligations under this Section, the exclusive remedy for a breach of the foregoing warranty shall be the indemnification, defense and hold harmless provided herein below; provided, however, that this sentence shall not limit DOC's right to terminate this Contract and recover damages as described herein after.

Contractor shall indemnify, defend and hold harmless each and every Indemnified Party from any claim that the Services, or any product, Equipment or

support related thereto, infringes upon, violates or results in the misappropriation of any United States or foreign patent, copyright or trademark, any trade secret, utility model, industrial design or mask work, or any other proprietary or intellectual property right. All of the terms of Section 9.02 below shall apply to any such claim, including but not limited to, the obligation to notify Contractor of such claim.

Contractor shall be responsible for, and shall indemnify each Indemnified Party from, any and all losses suffered or incurred by DOC from any claim that the Services, or any product, Equipment or support related thereto, infringes upon, violates or results in the misappropriation of any United States or foreign patent, copyright or trademark, any trade secret, utility model, industrial design or mask work, or any other proprietary or intellectual property right. Without limiting the foregoing, Contractor shall pay all costs and expenses of the defense of any such claim, any settlement, and any costs, expenses and damages awarded by any court, arbitrator or other entity against any Indemnified Party.

If the use of any of the Services by DOC shall be prevented by preliminary or permanent injunction, DOC shall have the right to immediately terminate this Contract and to recover from Contractor all actual or general damages and costs suffered or incurred by DOC in connection with such matter, including, but not limited to, all costs and expenses of DOC in obtaining replacement services for such Service and all attorney's fees and costs.

Contractor has no obligation for any claim of infringement arising from:

(i) Contractor's compliance with any designs, specifications or instructions of DOC; or

(ii) Modification of the Services by someone other than Contractor or as called for by Appendix 2.01 by DOC.

Section 6.07 DOC DATA / WORK PRODUCT

DOC Data: During the Term of this Contract, Contractor shall own all Equipment, including the Recording Media, and DOC shall have no ownership of Contractor's or any Subcontractor's Equipment. To the extent that any Recording Media is in the possession of Contractor or any Subcontractor, DOC personnel shall have sufficient access to the data thereon to enable them to retrieve information for security and investigative purposes. Both before and after installation of Contractor's and any Subcontractor's Equipment, all risk of loss, or damage to, the Equipment shall be on Contractor and DOC shall bear no risk of loss regarding the Equipment, unless such loss is due to the negligent or willful acts or omissions of DOC, its employees, customers or agents.

DOC shall own and hold all rights with respect to the data contained on the Recording Media. DOC shall provide a secure environment for the Recording Media in its possession and shall use due care in processing and handling the Recording Media

in DOC's possession. All risk of loss, or damage to, the Recording Media and the data contained thereon (including any information that is corrupted, lost, damaged, or cannot be accessed) shall be on DOC and Contractor shall bear no risk of loss regarding the Recording Media and the data thereon, unless such loss is due (i) to the negligent or willful act of omission by Contractor, a Subcontractor, or their employees or agents, (ii) to a defect in the Recording Media not caused by DOC (e.g., DAT tape not properly formatted), or (iii) to a malfunction or defect in the Monitoring and Recording Systems equipment or software.

Section 6.08 INSURANCE

Except as otherwise set forth herein or agreed to in writing by DOC and Contractor, Contractor agrees to maintain adequate and customary coverage for Workers' Compensation, Commercial General Liability, Automobile Liability, and list the DOC and State as an additional insured on its Certificate of Insurance which must be provided to the DOC on an annual basis. Contractor shall cause all Subcontractors to maintain insurance which is typically maintained by companies engaged in such business as providing the Services, provided further that such insurance shall be of such types, in such amounts, with such terms and conditions and with such insurers as are acceptable to DOC. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, property insurance covering all risks, including fire, covering the Equipment, insuring at least the replacement value of the Equipment. All insurance policies called for by this section shall contain waivers of subrogation clauses acceptable to DOC.

Section 6.09 PROJECT MANAGEMENT

By prior written notice to DOC, Contractor shall name and make responsible for the provision of offender phone services, a competent manager, and with such other qualifications as DOC may request ("Manager"), who shall be Contractor's single point of contact and represent Contractor in connection with the scheduling, delivery and general provision of the Services to be rendered under this Contract. Contractor may change the Manager by written notice to DOC of such change. DOC may reject or request a replacement for the Manager(s) for cause upon mutual agreement between the Parties, and Contractor may comply with DOC's request.

Section 6.10 INDEPENDENT STATUS OF CONTRACTOR/NO PARTNERSHIP

Any statements to the contrary contained in this Contract, the Solicitation or the Response notwithstanding, (i) the Services to be rendered under this Contract are those of an independent contractor, (ii) Contractor is not an officer or employee or agent of DOC, (iii) the Parties will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another, (iv) no partnership or joint venture between Contractor and DOC, or any other State Entity is created by this Contract, and (v) the employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever.

Section 6.11 SUBCONTRACTOR'S AUTHORITY

Contractor shall be responsible to DOC for the acts and omissions of all Subcontractors and of Persons directly or indirectly employed by them, including, but not limited to, the quality and quantity of all work performed by all Subcontractors and all persons directly or indirectly employed by them, and for the acts and omissions of Persons employed directly by Contractor for satisfactory performance under this Contract.

On the date hereof, the Subcontractors under this Contract are those Persons listed on Appendix 6.11 attached hereto. Contractor shall provide to DOC) at least thirty (30) days written notice prior to the effective date of start of work for a new Subcontractor or the addition of any new Subcontractor or change in any Subcontractor from those listed on Appendix 6.11. DOC shall not unreasonably or without cause withhold approval of the requested change. DOC shall have the right to request that Contractor use some other Subcontractor. DOC may, but is not required to, request reasonable information, similar to that required of Contractor, to assess the acceptability of any new Subcontractor or change in Subcontractor. Such information shall include, without limitation, complete and accurate copies of all proposed subcontracts between Contractor and any new Subcontractor. Request by DOC for removal of a Subcontractor shall not be grounds for changing Contract pricing. Any obligation of Contractor, including, but not limited to, obligations of Contractor to its employees, independent contractors or personnel, contained in this Contract shall be deemed to include an obligation by Contractor to cause all Subcontractors to comply with the same obligation as if the Subcontractors were named as "Contractor" under this Contract.

Section 6.12 CONFORMITY TO SPECIFICATIONS

The Services provided shall be in strict conformity with the Specifications and with such instructions as shall from time to time be given by DOC and mutual agreement between the Parties. If the instructions and Specifications contained in this Contract, all Written Authorizations, and all exhibits and attachments hereto and thereto are not sufficiently clear to permit Contractor to proceed with installing or providing the Services, DOC will, either upon its own motion or upon request from Contractor, furnish additional instructions, together with such additional Specifications as may be necessary. When Contractor makes such request, it must be made in ample time to permit the preparation of the instructions and Specifications before the information is required by Contractor to meet the implementation schedule. Such additional instructions and Specifications shall be consistent with this Contract, all Written Authorizations, and all exhibits and attachments hereto and thereto, and shall have the same force and effect as if contained in this Contract, all Written Authorizations, and all exhibits and attachments hereto and thereto.

Section 6.13 COORDINATION WITH OTHERS

Contractor shall coordinate the installation, testing, and acceptance of the Services with DOC and its other contractors, and they shall coordinate their work with

Contractor's work so as to facilitate the installation, testing, cutover, and provision of the Services. Contractor shall be responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under this Contract. Contractor shall work cooperatively and professionally with DOC and its other telecommunications contractors, including consultants, with regard to interfacing, installing, testing, cutover, fault isolation, and repair of operating deficiencies in the Services.

Section 6.14 BUILDING AND FACILITY ACCESS

Contractor will be responsible for keys, if provided by DOC, and Contractor and its personnel shall have access to DOC buildings and facilities. In order to be furnished keys and other necessary access arrangements, Contractor personnel will be required to comply with any reasonable access requirements. Contractor personnel seeking access to DOC facilities shall comply with all DOC requirements regarding entrance to those facilities, including but not limited to requirements that such personnel make advance arrangements with the DOC institution to be visited and be escorted by DOC personnel while in DOC facilities. Based on safety considerations and security of DOC staff and personnel of Contractor, DOC shall have the right to deny access in its sole discretion. For purposes of determining Contractor's performance under this Contract, such denial of access shall be considered a Force Majeure Event (as discussed in Section 11.12), except if such denial of access is caused by a failure by Contractor to provide reasonable advance notice to DOC seeking access or to comply with any other reasonable access requirements.

Section 6.15 CONTRACT MANAGER AND EXECUTIVE REVIEW

Contract Manager: DOC shall assign a Contract Manager to be the first point of contact regarding any and all issues pertaining to this Contract. Contractor shall assign a singular management Person as the Contract Manager to be the first point of contact regarding any and all issues pertaining to this Contract (except for those areas under the Manager(s)' responsibility described in Section 6.11). The initial Contract Managers are as follows:

DOC Contract Manager: Don Wilbrecht.

Contractor's Contract Manager: Joanna Howard

Each Party may change its Contract Manager by written notice to the other Party of such change.

Dispute Resolution Panel: Should a dispute regarding this Contract arise, it shall first have been addressed at the Contract Manager level, and if found to be unresolvable, it must then be submitted to a panel composed of two executive level principals from each Party (the "Dispute Resolution Panel"). At least one principal from each Party shall be of senior management level, neither principal shall be the Contract Manager, and one or more will have the authority to enter into an agreement resolving

the dispute. The principals shall meet within ten (10) days of receipt of a written request by either Party in an effort to settle the dispute. The Parties may agree to include any third parties in these negotiations and to implement any other procedures or rules that they mutually agree will benefit the resolution process. Should this step of dispute resolution be unsuccessful, the Parties shall submit the dispute to mediation as set forth in Part XI.

Section 6.16 EQUIPMENT

FSH will provide offender telephones as described in its proposal over the course of the contract. FSH offender equipment standards are to provide offender telephones within a facility in one of the following manners: secured to a wall; secured to a wall with a writing shelf; secured to pay telephone pedestal or stand alone enclosure. In all cases the installation will be done in such a manner that the material will not be easily removed through normal wear and tear; and will be replaced at any time should there be a material breakdown of equipment or offender telephone instrument. It is understood that FSH stocks the offender telephones and enclosures described herein and in the proposal; and as such are considered FSH Standard. Any request for customized equipment will be discussed between the parties to assess the cost impact to FSH or the State.

Contractor shall own all Equipment and Recording Media. DOC shall have no ownership of the Contractor's and its Subcontractor's Equipment. All data on the Recording Media shall be owned and controlled by DOC.

Section 6.17 DOC PROVIDED EQUIPMENT AND FACILITIES

DOC will provide at its own expense certain equipment and facilities to support the Services covered by this Contract e.g. adequate floor space, wire cable and conduit, electricity (in the proper voltage), wall space, and support structures; provided, however, that such DOC provided equipment and facilities shall be limited to those items of equipment and facilities, if any, identified in the Response and mutually agreed in writing to be the responsibility of DOC before execution of this Contract, or as agreed to herein. If DOC, in its sole discretion, elects in writing to provide such equipment and facilities, DOC will assume responsibility for providing it unless otherwise agreed. Should additional requirements for DOC provided equipment and facilities for the Services arise beyond that which DOC elects in writing to be responsible for, the Parties will negotiate how the additional costs will be handled.

The Parties may, by mutual agreement, maximize capacity and functionality of equipment, facility and infrastructure activities such as installation of wiring through collaboration in planning and sharing of costs.

Section 6.18 DOC COVENANTS

DOC agrees to:

(a) Provide appropriate cable and wiring support infrastructure, electric power (proper voltage, as required) and adequate wall space to mount offender phones. In the event DOC is not the owner of the premises, DOC will, where necessary, obtain permission from the building owner or owner's agent for the placement of offender phones, and shall be responsible for any fees for use of required riser cable and electrical power. Access to offender phones by offenders shall be available at such times, as DOC shall determine in its sole discretion.

(b) Maintain the area around the offender phones ensure safe and ready access by the offenders or Contractor's personnel.

(c) Allow Contractor access to perform maintenance during the established business hours of accessibility agreed to by DOC and Contractor, except where accessibility must be denied to ensure the safety of Contractor personnel and/or to maintain institutional control.

(d) Upon proper prior notification from Contractor following DOC guidelines, DOC shall provide adequate and timely escort service for Contractor and Subcontractors for DOC facilities.

(e) Be responsible for providing, at its expense, any necessary equipment required to allow Contractor or Subcontractors the ability to provision dial tone or workstation connectivity over DOC provided fiber. This equipment may include media converters, multiplexers or other ancillary equipment.

(f) Notify Contractor in advance of anticipated new or remodel facility project to ensure that the desired Offender Phone equipment and services are appropriately located in, and configured for, the location. It is understood that standard equipment, as described in Appendix 1.01 Definitions – Equipment, will be installed at existing or anticipated facilities during the contract term. Requests for customized equipment will be discussed between the Parties; provided that the Parties mutually agree that such customized equipment does not materially increase Contractor's costs of rendering the Services.

(g) As the DOC intends to utilize its own state-owned workstations, at a future date when the state's Information Technology organization completes its upgrade of internal systems and infrastructure; until such time as said state-owned workstations are functional FSH will provide the DOC with approximately thirty-three (33) workstations for their use to access the Focus 100 system. Workstations come equipped with the necessary hardware and software to enable access and use of the Focus 100 system. Each workstation will include a monitor, printer, UPS (uninterrupted power supply), headphones and CD burner. The workstations will be returned to FSH in satisfactory condition, less normal wear and tear, and must be returned in the same configuration as supplied (e.g. if workstation is provided with a flat panel monitor, same monitor must be returned with the workstation).

Section 6.19 EMERGENCIES

In an Emergency where there is potential loss of life or danger of destruction of property Contractor shall immediately contact the DOC responsible for the facility related to the affected Service, via telephone, paging and confirmatory email or fax. In an Emergency where there is a potential danger of destruction of a material portion of Contractor's Equipment, the DOC located shall notify Contractor, as soon as reasonably possible, of such Emergency, if DOC is aware of such Emergency, via telephone, paging and confirmatory email or fax. In the event of an Emergency, Contractor will make every attempt to fix the problem within four (4) hours or sooner of the problem being reported to Contractor as an Emergency.

Section 6.20 RECORDS MAINTENANCE/ ACCESS

Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that DOC the Washington State Auditor's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract for the purpose of performing examinations and audits, and making excerpts and transcripts. All such fiscal records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of six (6) years following final expiration of the term of this Contract and all extensions, except as required by law to be held longer, following final payment and termination of this Contract and all extensions, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall make these records available to DOC, the Washington Auditor's Office, the Federal Government, and their duly authorized representatives for inspection at Contractor's designated facility upon thirty (30) days written notice to Contractor of such intention, provided, however, that Contractor shall deliver to requesting entities or persons, within such thirty (30) days; those records that are necessary to determine compliance with Contractor's obligations under this Contract.

Section 6.21 ASBESTOS AND HAZARDOUS SUBSTANCES

DOC shall, in good faith, disclose to Contractor any known asbestos or other hazardous substance at any location where Contractor is providing Services under this Contract. If Contractor discovers hazardous substances at any DOC facility, Contractor may suspend the performance of the related Services at such facility until removal or containment of such hazardous substances has been completed and approved by the appropriate governmental agency, or until such agency has confirmed that no such removal or containment is necessary. Contractor's performance obligation shall be extended to the extent any delay is caused by clean up or removal of hazardous substances. In no event shall Contractor be responsible for the removal of hazardous

substances found on any site where Contractor shall be required to perform Services. As between Contractor and DOC, any such removal shall be the responsibility of DOC.

Section 6.22 DOC ACCESS TO OFFENDER CALL RETRIEVAL AND PLAYBACK EQUIPMENT AFTER EXPIRATION OR TERMINATION OF CONTRACT

Six (6) months following the expiration of the Term of this Contract, DOC shall have access and use, at no cost to DOC, of appropriate equipment for handling, retrieving, playing back, and recording preexisting offender call message activity. However, if DOC deems it necessary to have access and use to equipment for handling, retrieving, playing back and recording preexisting offender call message activity the DOC will be responsible for any maintenance or repair costs provided that DOC shall select and engage the vendor(s) to conduct any such maintenance or make any such repairs: Upon expiration of such the six (6) month period Contractor at its expense will collect the components.

Within ninety (90) days following the expiration of the Term of this Contract, DOC shall take possession and control of the Recording Media and shall be solely responsible for the handling, transportation and storage thereof.

Section 6.23 TRANSITION RESPONSIBILITIES OF CONTRACTOR

Upon expiration or termination of this Contract, should DOC award any succeeding contract for offender telephone service to a vendor other than the Contractor, Contractor agrees to cooperate fully and in all respects with DOC and the new contracted vendor in accomplishing an efficient and effective transfer of responsibilities.

PART VII. - WARRANTIES AND PERFORMANCE GUARANTEES

Section 7.01 General Warranty

Contractor warrants that the Services, the Equipment and all software used in rendering the Services shall conform to the requirements contained in this Contract and the Solicitation, including, but not limited to, the Specifications, the relevant Written Authorization(s), and all exhibits and attachments hereto and thereto, and shall be performed in a professionally diligent manner by qualified personnel ("Satisfactory Work"). In addition to and without limiting any other warranty contained in this Contract, the Services shall conform to the Specifications described in the Responses and all attachments thereto. Contractor warrants that the Services and the use of the Equipment shall meet the manufacturer's and vendor's specifications. Contractor also warrants that (i) the Services, the Equipment, and all software used in the rendering of Services, contains no computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with DOC's use of its computer or telecommunications, system or facilities, and (ii) the Services, the Equipment and all software used in rendering of the Services will be installed and will perform in a manner

that will not disrupt, damage or interfere with DOC's or any State Entity's use of its computer or telecommunications systems or facilities.

Section 7.02 EQUIPMENT

In addition to and without limiting the other warranties contained in this Contract, (i) the Equipment shall be in good working order and will conform to Contractor's official published specifications, and (ii) all Equipment shall be new or "Like-New", except for Equipment already in place and previously installed under prior contracts between DOC and Contractor.

In addition to and without limiting any other warranty contained in this Contract, the Equipment shall conform to the Specifications described in the Solicitation, the Response and this Contract (including, but not limited to, the Specifications contained in Appendix 2.01 to this Contract). The foregoing notwithstanding, if there exists any conflict among the Specifications contained in (i) the Response, (ii) the Solicitation, or (iii) this Contract (including, but not limited to, the Specifications contained in Appendix 2.01 to this Contract), in addition to and without limiting any other warranty contained in this Contract, the order of precedence to resolve such conflict shall be the following: (1) this Contract (including, but not limited to, the Specifications contained in Appendix 2.01); (2) the Solicitation; then (3) the Response. Any such conflict will be resolved by using the terms most favorable to DOC.

Section 7.03 GRADE OF SERVICE WARRANTY

In addition to and without limiting the other warranties described in this Contract, Contractor warrants that the Services provided under this Contract will be at a minimum of P.01 Busy Hour grade of service and otherwise will be provided and performed in accordance with all applicable standards of performance established by the Specifications, this Contract, the Solicitation, the WUTC, and the FCC.

PART VIII. - REMEDIES

Section 8.01 LIQUIDATED DAMAGES AND OTHER REMEDIES

Contractor and DOC agree that, upon notification by DOC to Contractor of the occurrence of any breach by Contractor described in paragraphs (i) through (iii) of Section 8.01, DOC shall be entitled to collect from Contractor, and Contractor shall be obligated to pay to DOC certain dollar amounts described below (the "Liquidated Damages"), and DOC shall be entitled to the other remedies described below. Contractor and DOC recognize that it would be difficult to prove damages in the event of such breaches. Contractor and DOC agree that (a) the Liquidated Damages are reasonable in light of the difficulties of proof of loss, the anticipated harm caused by such breaches, and the inconvenience and unfeasibility of DOC otherwise obtaining an adequate remedy, (b) the Liquidated Damages represent an estimated amount of the projected loss or damages that will be suffered by DOC in connection with such breaches and are not a penalty, and (c) they have reviewed this section with their

respective legal counsel, understand its significance, and have specifically negotiated its terms.

(i) Excluding Force Majeure Events, in the event that Contractor breaches its obligation to install within an agreed upon time period required under Section 2.01 or repair, or restore working telephone service for, any offender Phone or install, repair or restore three-way call detection and call disconnection or call blocking capability, and Contractor does not cure such breach within 10 days of such breach Contractor shall pay to DOC the sum of \$21.21 per day per affected Offender Phone, for each day that such breach is not cured. Without limiting the foregoing, if Contractor does not cure any such breach within twenty (20) days of such occurrence, DOC shall have the right, in addition to the right to collect the amounts described in the prior sentence, to immediately terminate this Contract.

(ii) Excluding Force Majeure Events, in the event that Contractor breaches its obligation to provide (a) Monitoring and Recording Services with respect to Offender phones, or (b) call information retrieval and search capabilities at each institution, the entire Monitoring and Recording System at that location will be deemed to be inoperative. If Contractor does not cure such breach within four (4) hours after the subject problem is reported to Contractor, Contractor shall pay DOC the sum of \$2,500 per day for each day that the breach is not cured or reasonably responded to with corrective action plan. Without limiting the foregoing, if Contractor does not cure any such breach within five (5) days of such occurrence, DOC shall have the right, in addition to the right to collect the amounts described in the prior sentence, to immediately terminate this Contract.

(iii) Excluding Force Majeure Events, in the event that Contractor breaches its obligation to provide networked access to the Monitoring and Recording System at an institution, the entire Monitoring and Recording System at that location will be deemed to be inoperative. If Contractor does not cure such breach within five (5) days of such breach, Contractor shall pay DOC the sum of \$2,500 per day for each day that the breach is not cured. Without limiting the foregoing, if Contractor does not cure any such breach within ten (10) days of such occurrence, DOC shall have the right, in addition to the right to collect the amounts described in the prior sentence, to immediately terminate this Contract.

The time periods after a breach before which Liquidated Damages or termination rights apply as described in this Section 8.01 shall control, regardless of any other due dates contained in this Contract or the appendices hereto.

For any other breach of any of Contractor's obligations under this Contract not described in paragraphs (i) through (iii) of Section 8.01 above, DOC shall be entitled to all remedies available under applicable law or in equity, including, but not limited to, the right to terminate this Contract and to recover from Contractor all actual damages and costs suffered or incurred by DOC and any State Entity in connection with such matter, including, but not limited to, all costs and expenses of DOC in obtaining replacement services for the Services and all attorney's fees and costs.

Notwithstanding the foregoing, nothing contained herein shall limit Contractor's liability for personal injury and damage to property caused by Contractor's negligence or tortuous act.

Section 8.02 ADDITIONAL REMEDIES

The remedies described in paragraphs (i) through (iii) of Section 8.01 above are the exclusive remedies. If DOC with respect to the specific breaches described in such paragraphs, provided, however that (i) if DOC is entitled to recover any Liquidated Damages, and Contractor does not pay the same to DOC, and in connection with DOC's enforcement of its rights, a court or other forum determines that such Liquidated Damages are unenforceable (other than a finding that the breach underlying the obligation to pay such Liquidated Damages did not occur), Contractor agrees that DOC, as applicable, shall be entitled to recover any and all actual and consequential damages (including lost Commission) suffered or incurred by DOC and any other State Entity in connection with such underlying breach, (ii) DOC shall be entitled to set off from any amounts DOC owes under this Contract any undisputed Liquidated Damages, other damages or other amounts owed by Contractor under this Contract, and (iii) DOC shall be entitled to all equitable remedies available, including, but not limited to, specific performance.

Section 8.03 CONSEQUENTIAL DAMAGES

Except as provided in Section 8.02, DOC shall not be entitled to recover consequential damages (including, but not limited to, lost profits) from Contractor for any breach under this Contract, and Contractor shall not be liable for any lost revenues, lost profits, lost savings or other consequential damages, arising out of any failure to perform its obligations under this Contract. Contractor shall not be entitled to recover consequential damages (including, but not limited to, lost profits) from DOC for any breach under this Contract, and DOC shall not be liable for any lost revenues, lost profits, lost savings or other consequential damages, arising out of any failure to perform its obligations under this Contract.

PART IX. - INDEMNITY, LIABILITIES AND RESPONSIBILITIES

Section 9.01 INDEMNITY

Contractor shall indemnify, defend, and hold harmless each and every Indemnified Party from, against and in respect of any and all loss suffered or incurred by reason of or arising out of (1) any negligent act or omission, or willful misconduct, by Contractor, any Subcontractor, any of their officers, agents or employees, or (2) any breach of any representation or warranty, or non-fulfillment of any covenant or agreement, by Contractor contained in this Contract.

Section 9.02 INDEMNIFICATION NOTICE

The DOC shall give notice to Contractor within twenty (20) days after it has actual knowledge of any third-party claim as to which indemnity may be sought

Section 9.03 PERSONAL LIABILITIES OF PUBLIC OFFICIALS

In carrying out the provisions of this Contract or authority granted by this Contract, Contractor understands and agrees there will be no liability upon the employees or officers of DOC, either personally or as officials of DOC, it being always understood that in such matters they act as the agents and representatives of DOC.

Section 9.04 SURVIVAL

Contractor's obligations under Sections 6.01.2 (Key Personnel), 6.01.3 (Personnel Background Checks), Part VIII (Remedies), Part IX (indemnity, Liabilities and responsibilities) and Part XI (Miscellaneous) shall survive the termination (regardless of the cause of termination) or expiration of this Contract.

PART X. - TERMINATION

Section 10.01 DOC RIGHT TO TERMINATE FOR CAUSE

DOC may terminate this Contract immediately upon notice to Contractor, or at such later date as DOC may establish in such notice or as required under paragraph (h) of Section 10.01, without any liability of DOC to Contractor, upon the occurrence of any of the following events:

a) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that DOC's performance under this Contract or any Written Authorization is prohibited;

b) Contractor's failure to make any necessary FCC, WUTC or other regulatory filing within ten (10) days of the date hereof or obtain any necessary FCC, WUTC or other regulatory approval within thirty (30) days of the date hereof;

c) Contractor no longer holds any license or certificate that is required to perform the Services;

d) Any proceeding is commenced which challenges this Contract or the Services hereunder, or an injunction or other order is issued which prohibits, limits, or modifies the performance of this Contract or the Services under this Contract;

e). Any Change of Control Contractor occurs, for which DOC has not given prior written consent, which consent shall not be unreasonably withheld by DOC;

f) Any event occurs for which any section of this Contract, including but not limited to, Section 8.01, permits DOC to terminate this Contract;

g) At any time during the term of this Contract, any of the Services deteriorates or does not meet the Specifications; or

h) Contractor commits any material breach or default of any representation, warranty, covenant, indemnity or other obligation or agreement under this Contract (including, but not limited to, failure to provide the Services under this Contract within the time specified herein or any extension thereof), or fails to pursue a Written Authorization as to endanger Contractor's performance under this Contract in accordance with its terms and conditions, which breach, default or failure is not covered by any of clauses (a) through (h) above, and such breach, default or failure is not cured within thirty (30) calendar days after delivery to Contractor of notice of the same by DOC, or such longer period as DOC may specify in such notice.

In addition to, and cumulative of, any other remedy available to DOC at law or in equity, (i) if DOC terminates this Contract under this section and is required to install the same or similar Services from another source, Contractor shall be liable to DOC for all costs and expenses to DOC of obtaining and installing the replacement Services, including, but not limited to administrative and legal costs and expenses, and (ii) Contractor shall be liable for any and all actual damages suffered by DOC as the result of Contractor's breach of this Contract.

This Section shall not authorize DOC to terminate this Contract in order to acquire functionally equivalent equipment from a third party.

Section 10.02 DOC's RIGHT TO CANCEL SERVICES

In addition to and without limiting DOC's rights to terminate this Contract in full under any other section of this Contract, if Contractor fails to perform any material obligation under this Contract, and thirty (30) calendar days after receipt of written notice describing with reasonable particularity the character of the default Contractor has not cured the failure, then DOC may cancel Services under this Contract which, relate to the performance, without penalty, until such failure to perform is cured or finally adjudicated. This remedy shall be in addition to, and cumulative of, any other remedy available to DOC, and the exercise of this remedy by DOC shall not prejudice or impair the availability to DOC of any other remedy at law or in equity for breach of this Contract.

Section 10.03 TERMINATION FOR INSOLVENCY

Either Party may terminate this Contract immediately if the other Party: (i) institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings; (ii) is adjudged bankrupt, or makes an assignment for the benefit of creditors, or a receiver is appointed on account of such Party's insolvency; or (iii) ceases doing business on a regular basis.

Section 10.04 TERMINATION FOR CONVENIENCE

After initiation of any of the Services, DOC may terminate this Contract, in whole or part, for its convenience under the following conditions by providing notice of such termination to Contractor, specifying the extent and effective date of such termination:

- 10.04.1 Withdrawal by the legislature of the statutory authority of the Secretary to operate the correctional facilities covered under this Contract or the offender phone program; or
- 10.04.2 Reduction of allotments by the Governor pursuant to RCW 43.88.110(2); or
- 10.04.3 Reduction by the legislature of appropriated funds or
- 10.04.4 When, in the opinion of the Secretary, continuation of the Contract would seriously disrupt or prevent substantial performance of the operations or activities of the Department and the Secretary has stated, in writing, to the Contractor the need to terminate the Contract in whole or in part.

On the specified termination date, Contractor shall (i) stop work under this Contract to the extent specified in the termination notice, and (ii) cease shipment and delivery of all Services, goods, Equipment, and software covered by the termination notice, other than those already delivered and accepted in accordance with this Contract as of the termination date specified in the termination notice. Contractor shall continue to perform those obligations under this Contract to the extent not terminated. DOC shall not have any liability for DOC's termination of this Contract in whole or in part under this section.

Section 10.05 NOTICE OF TERMINATION

In the event either Party elects to terminate this Contract, termination shall be effected by delivery via Certified mail, RETURN RECEIPT REQUESTED, to the other Party of a Notice of Termination specifying the extent to which the Contract is terminated, the reasons for such termination and the date upon which such termination becomes effective.

Section 10.06 EFFECT OF TERMINATION

Within ninety (90) days following the termination of this Contract for any reason whatsoever, DOC shall take possession and control of the Recording Media and shall be solely responsible for the handling, transportation and storage thereof

Section 10.07 NON-PREJUDICE FOR TERMINATION

DOC's termination of this Contract shall be without waiver of prejudice to any other remedy available to DOC in connection with this Contract.

PART XI. - MISCELLANEOUS

Section 11.01 GOVERNING LAW, JURISDICTION, VENUE

This Contract shall be governed and construed in accordance with the laws of the state of Washington, without resort to any jurisdiction's conflict of laws, rules or doctrines. Any Proceeding between DOC and Contractor that arises from or relates to

this Contract shall be brought and conducted solely and exclusively within the Superior Court of Thurston County for the State of Washington. Provided, however, if a Proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 11.02 RESOLUTION OF DISPUTES

Mediation: Each Party agrees not to institute any Proceeding in connection with this Contract until the Parties shall have attempted in good faith to submit the matters in dispute to a non-binding mediation process. Submission of the dispute to mediation shall not be a precondition to any action or proceeding involving temporary or emergency relief, or the enforcement of this clause itself.

Choosing a Mediator: If a dispute arises under this Contract the Parties shall discuss the desired qualifications of the mediator. Either Party may suggest one or more candidates, or may recommend that the mediator be chosen from a roster. The mediator must be selected by agreement of both Parties. Each Party shall promptly disclose to the Other Party any circumstances, which would cause reasonable doubt regarding the impartiality of the individual under consideration or appointed as mediator. Any such individual shall promptly disclose any such circumstances to the Parties. If any circumstances have been disclosed, before or after the individual's appointment as mediator, the individual shall not serve, unless the Parties agree.

Mediator Compensation: The mediator's compensation rate will be determined at or before his or her appointment. Such compensation, and any other costs of the mediation, will be shared equally by the Parties, unless otherwise agreed.

Mediation Ground Rules: The ground rules for the mediation shall be:

- a) The process is voluntary and non-binding. Either Party may withdraw at anytime by notifying the mediator and the other Party in writing of its intent to withdraw.
- b) The mediator shall be neutral and impartial.
- c) The mediator controls the procedural aspects of the mediation. The Parties will cooperate fully with the mediator.
- d) There will be no direct communication between the Parties or between their attorneys regarding the mater in dispute without the concurrence of the mediator.
- e) The mediator is to meet and communicate separately with each Party.
- f) The mediator will decide when to hold separate meetings with the Parties and when to hold joint meetings. The mediator will fix the time and place of each session and the agenda, in consultation with the Parties.

g) Each Party may be represented by more than one Person, e.g., a staff member and an attorney. To the fullest extent possible under the law, at least one representative of each Party will be authorized to negotiate a settlement of the dispute.

h) The process will be conducted expeditiously. Each representative will make every effort to be available for meetings.

i) The mediator will not transmit information given to him or her by either Party to another party, unless authorized to do so.

j) To the fullest extent authorized or permitted by the law, the entire process will be confidential. The Parties and the mediator will not disclose information regarding the process, including settlement terms, to third parties, unless the Parties otherwise agreed or unless required by law to do so. The process shall be treated as a compromise negotiation for the purposes of the Federal Rules of Evidence and Washington Evidence Code. The mediator will not be disqualified as a witness, consultant or expert in any pending or future action relating to the subject matter of the mediation including those between Persons not parties to the mediation.

k) The mediator, if a lawyer, may freely express his or her views to the Parties on the legal issues of the dispute, unless a Party objects to him or her so doing.

l) The mediator may obtain assistance and independent expert advice with the agreement of and at the expense of the Parties.

m) The mediator will not be liable for any act or omission in connection with his or her role as a mediator.

n) The Parties will refrain from court proceedings during the mediation process, insofar as they can do so without prejudicing their legal rights. If litigation is pending between the Parties regarding the subject matter of the mediation, the Parties may agree to inform the court of the mediation process and the name of the mediator, and they may request a stay of court proceedings. Insofar as possible, discovery will be suspended while mediation is ongoing.

Preliminary Meetings: Once a mediator is selected, the Parties will meet jointly with the mediator to discuss the above ground rules and any different or additional ground rules the mediator or either Party wishes to propose. The Parties and the mediator may agree on whether the Parties will be the first to make settlement proposals, or whether they wish the mediator to make such a proposal once he or she has familiarized herself with the dispute.

Submission of Material: Upon entering into mediation each Party shall submit to the mediator such material and information as it deems necessary to familiarize the mediator with the dispute. The mediator may request any Party to provide clarification and additional information. The mediator may request each Party, separately or at a joint meeting, to present its case informally to the mediator.

Negotiation of Settlement Terms: Once the mediator has familiarized himself or herself with the case, he or she will hold discussions with the representatives of the Parties. The mediator will decide when to meet or confer separately with each Party, and when to hold joint meetings. The mediator may assist the Parties in arriving at a settlement in a variety of ways.

If the Parties fail to develop mutually acceptable settlement terms, the mediator, before terminating the procedure, may submit to the parties a final settlement proposal that he or she considers equitable to all Parties. The Parties will carefully consider such proposal and at the request of the mediator will discuss the proposal with him or her. Efforts to reach a settlement will continue until (a) a settlement is reached, or (b) one of the Parties withdraws from the process, or (c) the mediator concludes and informs the Parties that further efforts would not be useful.

If a settlement is reached, the mediator, or one of the Parties at the mediator's request, will draft a written settlement document incorporating all settlement terms. The draft will be circulated among the Parties, edited as necessary, and if acceptable, formally executed.

Section 11.03 SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

Section 11.04 TIME

Time is of the essence in this Contract.

Section 11.05 ASSIGNMENT

Except as otherwise provided herein, without the prior written consent of DOC (which shall not be unreasonably withheld), Contractor shall not assign, delegate or transfer its rights, duties, or obligations under this Contract to any Person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise. Notwithstanding the foregoing or the provisions of Part X (Termination) above, Contractor may assign its rights hereunder to a parent, subsidiary or affiliate without DOC's consent; provided that (i) the assignment does not increase the obligations of DOC regarding this Contract, (ii) such assignee or transferee shall be subject to all defenses of DOC under this Contract, (iii) such assignee or transferee shall be responsible for all of Contractor's obligations under this Contract, and (iv) Contractor shall not be released from its obligations under this Contract and Contractor shall remain primarily liable for all of its obligations under this Contract as if no assignment had occurred. Any attempt by Contractor, except as provided herein, to assign or in any way transfer its interest in the Contract without such prior written consent of DOC shall be deemed a material breach of this Contract. Written requests

for DOC's consent to an assignment, delegation or transfer shall be provided to DOC at least ninety (90) calendar days prior to the proposed effective date of the assignment. If DOC consents to such assignment, delegation or transfer, the assignee or transferee shall be entitled to all of Contractor's rights under this Contract, provided that (i) the assignment does not increase the obligations of DOC under this Contract, (ii) such assignee or transferee shall be subject to all defenses of DOC under this Contract, (iii) such assignee or transferee shall be responsible for all of Contractor's obligations under this Contract, and (iv) Contractor shall not be released from its obligations under this Contract and Contractor shall remain primarily liable for all of its obligations Under this Contract as if no assignment had occurred.

The foregoing notwithstanding, Contractor may assign, delegate or transfer its rights, duties or obligations under this Contract to an Affiliate of Contractor, provided that (i) the assignment, delegation or transfer does not increase the obligations of DOC under this Contract, (ii) such assignee or transferee shall be subject to all defenses of DOC under this Contract, (iii) no change of control of Contractor shall have occurred, and (iv) Contractor shall not be released from its obligations under this Contract and Contractor shall remain primarily liable for its obligations under this Contract as if no assignment had occurred.

Section 11.06 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties to this Contract and their respective permitted successors and assigns.

Section 11.07 ENTIRE AGREEMENT

This Contract, together with the Solicitation, the Response, all written clarification materials, all supplementary documents incorporated by reference, all Written Authorizations, and all exhibits and attachments hereto and thereto, constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, whether oral, written, implied or expressed, relating to the subject matter hereof.

Section 11.08 INTERPRETATION OF DOCUMENTS

The documents forming this Contract (the "Contract Documents") consist of: (i) this Contract; (ii) the Exhibits and/or Appendices to this Contract, which describe the specific Service to be provided, the rates to be charged users of offender phones, and other information as may be necessary regarding the Service; (iii) the other Exhibits and/or Appendices and/or Attachments to this Contract; (iv) the Solicitation and all materials provided as part of or adjunct to the Solicitation, and written requests for clarification or additional information; and (v) Contractor's Response, including all its submittals, pricing information, reference materials, and any other documentation submitted with the Response and accepted by DOC, or in response to a written request for clarifications to the Proposal which may arise. The Contract Documents are

complementary and what is called for by one shall be as binding as if it were called for by all. The Contract Documents are intended to include all details of the Services to be provided and the manner of provision, in case of conflict among any of the Contract Documents, the order of precedence to resolve such conflict shall be the following: (1) this Contract and its Appendices, Exhibits, and Attachments; (2) the Solicitation; (3) the Response; (4) written clarifications; (5) written submittals; then (6) Certificates of Insurance. Without limiting the foregoing, any comments by Contractor contained in the Response or any attachments to the Response which limit the requirements contained in this Contract or the Solicitation or which contain descriptive language or items which are not as favorable to DOC as the language or items contained in this Contract or the Solicitation shall not be deemed to be accepted and agreed to by DOC unless such comments are specifically written into this Contract or the Appendices to this Contract.

Section 11.09 AMENDMENTS, WAIVERS

This Contract may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto. No term or condition of this Contract may be waived except by an instrument in writing signed by the Party against whom such waiver is sought to be enforced.

Section 11.10 CAPTIONS

The captions or headings in this Contract are for convenience only, and in no way define, limit, or amend the scope or intent of any provision of this Contract. Any cross-references provided are for convenience only and in no way limit all references to a particular subject.

Section 11.11 WAIVER

Failure of DOC to enforce any provision of this Contract shall not constitute a waiver or relinquishment by DOC of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract, nor bar DOC from enforcing strict performance of such provision in any subsequent instance.

Section 11.12 FORCE MAJEURE

Except with respect to defaults of Subcontractors for which Contractor shall be responsible, neither Party shall be held responsible for any delay in performance or failure to perform caused by fires, strikes, embargoes, computer failures resulting from situations out of Contractor's control, power outage, civil or military authorities, acts of God, or other conditions beyond the reasonable control and not caused or contributed to by fault or negligence of the Party (each a "Force Majeure Event"). This provision as it relates to strikes shall apply only to failure to perform or delay in installation of the Services, and does not relieve Contractor from making every reasonable effort to maintain, repair, or restore the Services. If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and its Subcontractor, and without the fault or negligence of any of them,

Contractor will not be liable for damages for delays, unless the Supplies or services to be furnished by their Subcontractors were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule.

In the event of a reduction or interruption of Services subject to this Section, Contractor shall employ its best efforts to restore the Services to DOC on the highest priority basis consistent with applicable statutes, rules, regulations, or other valid law.

Section 11.13 NOTICES

All notices, requests, demands or other communications required by or otherwise with respect to this Contract shall be in writing and shall be deemed to have been duly given to any party when delivered personally (by courier service or otherwise), when delivered by facsimile and confirmed by return facsimile, or seven days after being mailed by first-class mail, postage prepaid and return receipt requested in each case to the applicable addresses set forth below:

IF TO CONTRACTOR: 100 W.Monroe, Suite 2101

Chicago, Illinois 60603

Attn: Legal Department

IF TO DOC (by mail): P O Box 41114

Olympia, Washington 98504-1114

Attn: Contracts and Legal Affairs

IF TO DOC (by carrier): 7345 Linderson Way SW

Tumwater, Washington 98511

Attn: Contracts and Legal Affairs

or to such other address as such Party shall have designated by notice so given to each other Party.

Section 11.14 CONTRACTOR'S INFORMATION AND PROPERTY

"Confidential Information" shall mean any technical or business information, including third-party information, marked as confidential or proprietary and furnished, disclosed or made available in connection with this Contract, in any form or medium, by one Party to the other, including, without limitation, specifications, prototypes, software, models, drawings, marketing plans, financial data and personnel statistics. Confidential Information does not include information which (1) the recipient knew or had in its possession prior to disclosure, without confidential limitation; (2) is independently developed by the recipient without breach of this Contract; (3) becomes publicly

available without breach of this Contract; (4) is received rightfully from a third party and without obligation of confidentiality; or (5) is disclosed without restriction by the disclosing party.

Except as may be required by applicable law (including without limitation Washington's Public Records law, RCW 42.17), regulations, legal or agency order, demand or process, neither Party shall disclose to a third party any Confidential Information without the prior written consent of the other Party.

Section 11.15 INCORPORATION BY REFERENCE

All of the provisions of the Solicitation are incorporated herein and made a part of this Contract, except to the extent specifically modified by the terms of this Contract, in which event the terms of this Contract shall control. If there should exist a conflict between the express requirements of terms of this Contract or the Appendices or other Attachments hereto and the provisions of the Solicitation, such conflict shall be resolved according to the order of precedence described in Section 11.08. Any reference in the Solicitation to the term Service shall be deemed to be a reference to the term "Services" as defined in this Contract. To the extent not in conflict with the obligations under this Contract, the Parties hereto agree (and Contractor agrees to cause all Subcontractors) to comply with the obligations contained in Part II, Terms and Conditions, of the Solicitation.

Section 11.16 EXECUTION AND COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

State of Washington
Department of Corrections

FSH Communications, LLC



Harold W. Clarke
Secretary



Steven Loggans
Vice President/General Manager

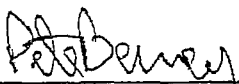
4-17-06

Date

APRIL 13, 2006

Date

Approved as to Form:

By 

Assistant Attorney General

APPENDIX 1.01

DEFINITIONS

Additional Services: Any Services initiated or installed under this Contract beyond the Initial Services, including, but not limited to, (i) any installation of new Offender phones requested to be installed by DOC, or (ii) any removal of Offender phones requested to be removed by DOC.

Attorney Phones: Those offender phones that are specifically set aside for an offender to contact his/her attorney, these calls are considered privileged and are not monitored or recorded as they are separate and are not processed through the Focus 100.

Change of Control: Any transfer of more than fifty percent (50%) of the voting securities of a Person or transfer of the power to direct or cause the direction of management policies (whether through ownership of securities or partnership or other ownership interest, by contract, operation of law or otherwise).

Day: A calendar day, except as otherwise so stated.

DOC: State of Washington, Department of Corrections.

DOC System Cutover: The Department-wide change from the current contract providers of equipment and service to the equipment and service providers under this Contract.

Emergency: A problem or outage (including nonfunctioning of vital features of the Focus 100 such as call blocking) that could potentially result in injury (broken glass, exposed wires), loss of life, or is security threatening.

Equipment: All equipment installed or made available by Contractor, according to its offender equipment standards, in connection with the delivery of the Services, including, but not limited to, the offender phones, the Monitoring and Recording Systems equipment, and all equipment previously installed by Contractor under other contracts between DOC and Contractor which is permitted to be used by Contractor under this Contract.

Extended Term: Is as defined in Part IV.

FCC: The Federal Communications Commission.

Focus 100: Value-Added Communications' Offender Call Monitoring and Recording System.

GAAP or generally accepted accounting principles: United States generally accepted accounting principles recommended from time to time by the Financial Accounting Standards Board.

Indemnified Parties or Indemnified Party: DOC, all State Entities, their officers, divisions, agents, employees, and representatives.

Initial Services: Any Services required under Appendix 2.01 to be installed and operational as soon as possible after the date of execution of this Contract without the need for any Written Authorization.

Initial Term: Is as defined in Part IV.

IRS: Internal Revenue Service:

Key Personnel: Specific personnel of Contractor deemed by DOC to be key personnel to the support of this Contract.

Like-New: Equipment that is refurbished, at a minimum, to all original factory specifications. Refurbishing shall be done by Contractor or its contracted representatives at an ISO 9000 qualified refurbishment facility. Appearance and operation of the Equipment shall be the same as new.

Loss: Any and all loss, damage, claim, obligation, liability, cost and expense (including, but not limited to, reasonable attorney and other professional fees and costs and expenses incurred in investigating, preparing, defending against or prosecuting any Proceeding).

Monitoring and Recording Services: The monitoring and recording services for the offender phones described more fully in Appendix 2.1.

Monitoring and Recording Systems: The Equipment, software and other products utilized by DOC and Contractor to provide the Monitoring and Recording services described in Appendix 2.1.

Offender Phone Services: That portion of the Services related to the Offender phones.

Offender phones: All telephones located in DOC owned or operated facilities that are available for use by DOC offenders.

Person: Any individual or corporation, company, general partnership, limited partnership, limited liability company, limited liability partnership, trust, incorporated or unincorporated association, joint venture, governmental authority or other entity of any kind.

Proceeding: Any protest, investigation, arbitration, claim, action, or suit.

RCW: Revised Code of Washington

Recording Media: The DAT tapes, CD's, diskettes and other recording media used in connection with the offender phones and the Monitoring and Recording Systems.

Response: Contractor's written Response to Solicitation #CRFP6446 for DOC of Washington Offender Telephones submitted by FSH Communications LCC, including all pricing information, attachments, reference materials, and written clarifications submitted as part of the response to the Solicitation, and additional information provided in response to subsequent requests or inquiries from DOC.

Specifications: All requirements and specifications set forth in this Contract, the Solicitation, the Response and all appendices and other attachments to this Contract, the Solicitation and the Response, including, but not limited to, the performance requirements and specifications for the Service set forth in Appendix 2.01 to this Contract.

Station Wiring: The wiring from the phone closet to the instrument.

Subcontractor: The individual, firm, corporation, or organization having a direct contract with Contractor to furnish Service, either wholly as described in the Contract, or in support of or as part of Service, which is the responsibility of Contractor.

Term: The Initial Term together with any Extended Term.

Transfer: To grant, sell, assign, encumber, permit the utilization of, license, lease, sublease or otherwise convey, directly or indirectly, in whole or in part.

Turnkey: Complete installation including all craft working, training, etc, as necessary to fully implement or operate a system. All that remains is for the end user customer to turn the key.

WAC: The Washington Administrative Code.

WUTC: The Washington Utilities and Transportation Commission.

APPENDIX 2.01 SERVICE

Contractor agrees to provide to DOC, the following Services (individually, a "Service", and collectively, the "Services") pertaining to Offender phones currently installed and which may be installed in the future during the Term of this Contract.

The requirements of the Solicitation and representations about the Services to be provided contained in the Response are incorporated herein by this reference to the extent they are not inconsistent with or less protective to DOC. If there is any conflict or inconsistency between the Solicitation, the Response and this Appendix, the terms of this Appendix shall control.

Offender phones connected to Call Monitoring and Recording Systems

Contractor, at its expense, shall provide, install, maintain and keep in operation Offender phones which shall be the Contractor's standard coinless telephone station equipment (including line activation) designed for and capable of providing service to offenders at all locations within DOC facilities where Offender phones are currently installed and may be requested by DOC to be installed in the future in existing facilities, in expansion of existing facilities, or in new construction under way or yet to be initiated. To the extent not inconsistent with the requirements set forth in this Appendix and elsewhere in the Contract, these Offender phones shall be constructed and configured, and shall perform, as represented in the any manufacturer brochure or in Contractor's Proposal, and/or equivalent. Installation shall include line activation, and interconnection with Monitoring and Recording Systems equipment where equipped.

OFFENDER PHONES & ENCLOSURES –

Contractor will provide offender telephones (Western Electric 10A, modified 1D2 Coinless Inmate Telephone or Wintel 7090) as described in its proposal specifications during the term of the contract. Contractor's offender equipment standards are to provide offender telephones within a DOC facility in one of the following manners:

- Offender Telephone secured directly to a wall;
- Offender Telephone secured directly to a wall in a Shelf Enclosure. Shelf enclosures come in two sizes, the smaller measuring 29 inches high, 16 inches wide and 11 inches deep. The wider unit measures 29 inches high, 23 inches wide, and 12 inches deep.
- Offender Telephone secured in an enclosure attached to a pedestal. The L31 Space Saver is a small enclosure measuring approximately 61 inches high,

14½ inches wide and 12 inches deep with pedestal. Without the pedestal, the enclosure is 29½ inches high and 9½ inches deep.

- Offender Telephone secured in a full size telephone booth. The BN500 Booth is a full-sized enclosure measuring approximately 85 inches high, 34 inches wide and 30 inches deep.
- Battery powered TDDs will be provided to the DOC which will enable a hearing impaired inmate to place a TDD call from the standard installed Offender Telephone. The Ultratec SuperPrint model 200. The model 200 has a printout for locations that would like a record of the TTY conversation. Number of TDD units will be mutually agreed upon between the DOC and FSH.

In all cases where an offender phone is secured the installation will be done in such a manner that the material will not be easily removed through normal wear and tear; and will be replaced at any time should there be a material breakdown of the equipment or offender telephone.

It is understood that the Contractor stocks offender telephones and enclosures described herein and in its proposal; and as such are considered standard.

Any request to customize any equipment beyond those specified in the contract and proposal will be discussed between the parties to assess the cost impact of such request.

FSH-PROVIDED WORKSTATIONS

As the DOC intends to utilize its own state-owned workstations, at a future date when the state's Information Technology organization completes its upgrade of internal systems and infrastructure; until such time as said state-owned workstations are functional FSH will provide the DOC with approximately thirty-three (33) workstations for their use to access the Focus 100 system. Workstations come equipped with the necessary hardware and software to enable access and use of the Focus 100 system. Each workstation will include a monitor, printer, UPS (uninterrupted power supply), headphones and CD burner. The workstations will be returned to FSH in satisfactory condition, less normal wear and tear, and must be returned in the same configuration as supplied (e.g. if workstation is provided with a flat panel monitor, same monitor must be returned with the workstation).

Any unauthorized software, including Trackdown, installed on these workstations by the DOC will be at the DOC's expense and must be approved in advance in writing by Contractor. The DOC will be responsible for all expenses relating to the additional software and any expenses incurred by VAC or FSH as a result of the DOC's software causing any service related problems to either the workstation(s) or to the Focus100 system(s) or associated equipment.

Contractor will engineer each Focus 100 system with the appropriate number of trunks needed, by facility, to manage existing call volumes which will be at a minimum of P.01 Busy Hour grade of service. Following the initial system turnup, Contractor will continue to monitor and adjust, when necessary, the number of lines required to handle any change in call volume.

All offender phones shall be installed with a cutoff switch located in a controlled area that, when activated, can physically disable the telephone to prevent any incoming or outgoing calls and disrupt any call in progress. A call deactivation capability shall also be provided that will allow DOC personnel to disable any offender phone from a local control center or area designated by DOC where station wire can be installed and cable provided by the DOC.

All Offender phones provided under this Contract shall be installed in compliance with current ADA (Americans with Disabilities Act) requirements, contain no removable parts, and be designed, constructed, and installed in such a manner as to minimize vandalism and destruction of property and to present no safety hazard to the user. Telephone Devices for the Deaf (TDD acoustic couplers) shall be provided where required at each DOC facility.

The DOC may request that privileged attorney calls be allowed to be made from the installed offender phones. It is understood that such calls, if processed through the Focus 100, will not be recorded and should not be monitored. Such a request will include a comparative reduction in the number of separately provided attorney phones.

Contractor shall have emergency support personnel available 24 hours per day, seven days per week to respond to Offender phone outages. For normal repair and maintenance work, field technicians and their supervisors shall be available five (5) days a week, between 7:00 a.m. and 4:00 p.m. The repair interval for a minor repair fix or maintenance shall be 24 hours or less, five (5) days a week. A major repair fix shall be completed within four (4) hours after the outage is reported. A major failure is an outage that may cause injury or a life-threatening situation. Instructions will be provided to the DOC regarding the method of contact, during and after hours, and may be modified during the term; however no modification will change the response requirements set forth in the Contract.

Contractor shall provide the following for all Offender Phones:

- (1) 24 hour per day, seven days per week operator service for call handling, complaint reports, and credit adjustments for cutoffs and poor transmission quality;
- (2) A 24-hour per day, seven days per week toll-free number for reporting telephone set troubles;

- (3) A minimum of two alternate language voice prompts (English and Spanish) for Offender Phones;
- (4) The ability to place calls to all domestic and international locations within the North American Dialing Plan;
- (5) P.01 Busy Hour grade of service;
- (6) Less than one percent of phone calls shall be lost due to hardware/software failure;
- (7) Easy to understand charge records for users of Offender Phones or recipients of collect calls;
- (8) Methods to control fraud using Offender Phones; and
- (9) All signage and notices required by the FCC, the WUTC, and DOC.

Within 60 days of the close of Contractor's fiscal year, an annual report containing an inventory of the telephone numbers and locations for each Offender Phone covered by this Contract shall be provided to DOC.

Contractor or its Subcontractors shall provide, at its expense, local and long distance (intraLATA, interLATA, intrastate, interstate, and international) calling service for all of the offender phones located on properties owned or operated by DOC including those currently installed and those yet to be identified or installed in the future during the term of this Contract.

All local and long distance services whether provided with Contractor's resources and over its network, or with the resources and networks of other telecommunications companies shall integrate with one another and operate seamlessly. Full reporting of all usage for all calling services shall be provided. Contractor shall also provide seven days per week, 24 hour per day access to professional security and fraud monitoring, and fully interactive call trace capability that will immediately report the addresses of call origins where technology permits.

Contractor shall meet with DOC personnel, on a quarterly basis, during the Term of this Contract, to review and discuss Contractor's performance under this Contract.

Contractor or its Subcontractors, at its expense, shall provide local, long distance (intraLATA, interLATA, intrastate, and interstate) and international calling service and its standard equipment for all of the Offender phones located within all DOC facilities both currently installed and as may be installed in the future during the Term of this Contract, in expansion of existing facilities or in new construction under way or yet to be initiated.

Offender Calling System

The Contractor will provide an Offender Calling System as set forth in the Solicitation and the Response which are incorporated herein by this reference.

Offender Call Monitoring and Recording System

The Contractor will provide an Offender Call Monitoring and Recording System (Focus 100) as set forth in the Solicitation and the Response, which are incorporated herein by this reference. By separate document the Contractor and DOC shall describe the functional requirements required for DOC to implement the VAC inmate telephone system. Said document shall be identified as "State of Washington Department of Corrections Statement of Work (SOW)" which shall be incorporated into the Contract by this reference.

All DOC prison facilities will have installed either in a control center or master control center live-monitoring equipment. Such installation will occur consistent with Contractor's Implementation Plan or as otherwise mutually agreed. Focus 100 equipment will be provided by Contractor in accordance with the Response.

Work stations, where needed, will be provided by FSH or VAC programmed to interface with the VAC Focus100 systems. Any unauthorized software installed on these workstations by DOC will be at DOC's expense and must be approved in advance in writing by FSH. DOC will be responsible for all expenses relating to the additional software and any expenses incurred by VAC or FSH as a result of DOC's software causing any service related problems to either the workstation(s) or to the Focus100 system(s) or associated equipment.

Trouble Reporting and Repair Response

Contractor shall provide a 24-hour per day, seven (7) days per week toll-free number for reporting troubles requiring repair. A trouble call to the toll free number shall result in an immediate trouble ticket with an appropriate trouble diagnosis and repair response.

Repair response shall consist at a minimum of a qualified technician on site or remotely connected to the system. At a minimum, the technician shall have adequate replacement components to complete the repair of port modules, power supplies, and phone components.

Contractor shall have emergency support personnel available 24 hours per day, seven (7) days per week to respond to failures or trouble with Offender phones, the offender call system, or the offender call monitoring and recording system. For normal repair and maintenance work, field technicians and their supervisors shall be available five days a week, between 7:00 a.m. and 4:00 p.m.

Minor failures or routine maintenance shall be completed within 24 hours or less, five (5) days a week. A minor failure is defined as any failure less than a major failure.

Contractor shall respond to major failures within two (2) hours of when the failure is reported. Such response shall consist of a status report of the failure, which shall be determined by remote-access or by a trained specialist on site. The repair shall be completed by the earlier of (i) four (4) hours after Contractor responds to the failure, or (ii) eight (8) hours after the failure is reported. A major failure is defined as a loss of call monitoring or call removal capabilities or a catastrophic failure. A catastrophic failure includes any event that causes 25% or more of the phones at any one site to be unable to process calls or the complete loss of availability of any single facility service, including component failures terminating service, network service failures terminating calling, downtime for routine or remedial maintenance during normally scheduled times in which the equipment is supposed to be available for use, or any case in which a facility management considers it necessary to shut the system down because of component failure related to the "safe and orderly" operation of the facility, or because continuing operation would result in financial loss.

Contractor shall provide such personal background data as is required by DOC on any of the Contractor's or its subcontractors' personnel entering a correctional facility.

Contractor shall provide the Inmate Repair Self-Reporting services as outlined in its proposal to facilitate rapid response to repair needs as identified by an Offender (e.g. handset is broken) or to address call completion questions.

APPENDIX 3.01

A. Calling Plans

Contractor shall within 120 days from the Agreement's execution date or upon date of DOC System Cutover, which ever is earlier, and throughout the term of the Contract, including any extensions thereof, offer 1) a traditional or direct bill calling plan for offender family and friends on approved offender phone call lists; 2) a discounted Advance Pay (pre-paid) calling plan for offender family and friends on approved offender phone call lists; 3) a pre-paid debit calling plan that may be funded by individual offenders at a discounted rate through accounts established in facility commissaries, or otherwise as may be determined by DOC, 4) one complimentary call for each offender each year, and 5) one prepaid calling card (\$10.00 value) to be provided by DOC to an offender upon his/her release from incarceration.. Calling plans will be implemented Department-wide unless otherwise requested by the Secretary.

Any program under which Contractor denies or blocks calls for the purpose of limiting abuse of credit or to limit consumer debt is subject to approval by DOC, and shall be proposed to DOC at least sixty (60) days in advance of the date the program is proposed to take effect.

Call Costs

Call costs, as detailed below, clearly demonstrate the parties' desire and willingness to develop creative, cost effective rates for the offender or called party while providing minimum positive margins for the Contractor and sufficient revenues for the activities funded from the Institutional Welfare Betterment Account. Call costs will be effective upon date of DOC System Cutover, but no later than 120 days from the Agreement's execution date unless otherwise requested by the Secretary

FSH will provide a flat rate of \$3.50 for all collect calls, up to 20 minutes in length, which terminate in the local intraLATA, interLATA/Intrastate, or interLATA/interstate boundary applicable to the State of Washington. Advance Pay or Debit calls that fall into these LATA boundaries will receive a 10% discount.

Interstate calls that terminate outside of these boundaries will be \$0.89 per minute plus a \$4.95 surcharge.

International call costs vary by call destination – see International Chart below

These rates and surcharges shall constitute the total costs to consumers or offenders. No additional rates or charges per call, per minute, per mileage band may be imposed (except for applicable taxes and charges as approved by

FCC or state public utilities commission), and no additional rate periods applied without the written consent of DOC. Any changes to rates, surcharges or discounts proposed during the term of a contract extension will be mutually negotiated and agreed between the parties as described in Section 7 of the Solicitation. Adjustments in phone rates will be considered by the DOC when provided written notice of any proposed change in rates with sufficient documentation to justify request.

Advance Pay Accounts

FSH will provide instructions for offender families and friends describing the steps necessary to set up an Advance Pay Account. Advance Pay accounts set up by the called party who is authorized to receive offender calls will be charged a non-refundable \$10.00 account setup fee. This fee will be deducted only once and is necessary to pay for the cost of the call center for initial account set up and administration. The minimum account funding will be \$50.00 and the maximum will be \$200.00 for each account. Once an account is established, calling will be allowed as long as funds are available in the account. As the account balance nears zero (0), the called party will be played a message with instructions to contact the call center to add funds to the account so that calling is not interrupted. Each account may only be funded once per day. Once an inmate is released from custody, the owner of the pre-paid account may fully use any remaining account balance by calling a toll free number to receive a telephone number and PIN number which will allow them to place calls to any domestic (USA) number similar to a calling card. Alternatively, pre-paid account holders may request a refund of the unused funds in their account by providing VAC a written request. There will be a charge of \$10.00 to provide a refund check for any pre-paid account. This fee will be deducted from the available funds in the pre-paid account prior to issuing the refund.

Offender Debit Calling

Contractor shall also develop a pre-paid debit calling plan that may be funded by individual offenders to receive a discounted rate, through accounts established in facility commissaries, or otherwise as may be determined by DOC. This plan shall be offered as a voluntary alternative to the ordinary collect-call procedure. The offender pre-paid debit calling plan shall not be offered to offenders or implemented by Contractor until reviewed and approved by the Secretary of DOC. Contractor shall be responsible for providing staffing and any other resources necessary to implement an offender pre-paid debit calling plan.

B. Basis and Guarantee for Commissions Paid to DOC

1. The DOC shall receive as a commission 51.00% of the amount billed for all accepted calls. In the case of calls made under a pre-paid calling plan, amounts debited against the account shall represent accepted calls.

2. The DOC shall receive annually the sum of FIVE MILLION ONE HUNDRED THOUSAND DOLLARRS (\$5,100,000.00) as its minimum commission, paid quarterly, as nonrefundable advance payments, regardless of whether that amount is greater than 51.00% of the amount billed for all accepted calls actually made during that year. If the cumulative amount of commissions derived by applying the commission rate of 51.00% to the total amount billed for all accepted calls actually made during that year exceeds the advance payments, then the DOC shall receive an additional payment, as set forth in Paragraph C below. If the cumulative amount of commissions derived by applying the commission rate of 51.00% of the total amount billed for all accepted calls actually made during that year falls below the amount of the advance payments, the DOC shall not reimburse Contractor for the amount of the deficit.

3. Contractor shall provide a monthly report to the Department of Corrections indicating the total number of accepted calls, including how call was paid and the associated amounts, number of attempted calls, and number of minutes billed for local, intraLATA, interLATA, interstate, international and any other tariff schedule used as a basis for payment of DOC's commission. The report shall reflect such numbers and amounts on both a facility level and in aggregate totals for the Department, and shall be submitted to the Department no later than the 20th day of the following month.

4. Upon an award of a succeeding contract for offender telephone service to a vendor other than Contractor, occurring during a contract year and in an instance in which the termination of the contract herein is not due to a material breach of the contract by Contractor, if, as of the transition date, the cumulative amount of commissions derived by applying the commission rate of 51.00% of the total amount billed for all accepted calls actually made during the transition year falls below the amount of the advance payments made by Contractor pursuant to Paragraph B(1) above, the DOC shall require the new vendor to reimburse Contractor for the amount of the deficit as a condition to the transitioning of the service. Reimbursement of a commission deficit shall not be required if the contract is terminated for any reason effective on a contract anniversary date, and in no event shall the DOC be liable for any commission reimbursement.

C. Payment of Commissions

1. The guaranteed commission of \$5,100,000.00 shall be paid to the DOC in quarterly installments of \$1,275,000.00 due no later than the 30th day of January, April, July and October of each calendar year. The payment of the first installment will be prorated at a rate of thirteen thousand nine hundred seventy-two dollars and sixty cents (\$13,972.60) per day for the quarter in which the contract is fully executed.

2. Any additional commission payment due to DOC shall be paid in full and remitted separately from the quarterly installment payments to the

Department of Corrections on or before January 30th of the succeeding contract year (the first additional commission payment, if any, shall be due on January 30, 2007). Contractor shall notify DOC of additional commission calculated and owed under this Contract. It is understood by the parties that it is the intent of the DOC to mitigate where possible offender, family or friend costs of offender calls. Contractor will use its best efforts to assist the DOC in determining each year the best use of any additional commission for such purpose.

3. All quarterly commission payments shall be made payable to "The Washington State Department of Corrections," and shall be directed to Washington State Department of Corrections, Business Services, PO Box 41107, Olympia, WA 98504-1107 Attn: Janet Ensley. DOC will provide direction to the Contractor for payment of additional commission. At the DOC's request commissions will be remitted via electronic wire transfer. Such request must be made in writing and contain all applicable bank routing information to facilitate such transfer.

4. The guaranteed commission for each subsequent calendar year will be adjusted on January 1st of each year based on the fiscal year U.S. Implicit Price Deflator (IDP) published in the June volume of the Washington Economic and Revenue Forecast. The DOC will provide this information to the vendor no later than August 1st of each calendar year.

5. Any change in rates or commission will be mutually agreed upon and will not create a substantial impact to the expenses incurred by the vendor.

INTERNATIONAL RATES - DEBIT ONLY

Country Code	Country	Per Min. Rate	Country Code	Country	Per Min. Rate
01193	Afghanistan	\$5.01	011238	Cape Verde Island	\$2.66
011355	Albania	\$2.28	345	Cayman Islands	\$1.14
011213	Algeria	\$1.79	011236	Central African Republic	\$4.00
011684	American Samoa	\$2.39	011235	Chad Republic	\$4.81
011376	Andorra	\$1.31	01156	Chile	\$1.11
011244	Angola	\$2.93	01186	China	\$2.51
264	Anguilla	\$1.86	01157	Colombia	\$1.72
011672	Antarctica	\$4.81	011506	Costa Rica	\$1.60
268	Antigua (Barbuda)	\$1.36	011385	Croatia	\$1.94
01154	Argentina	\$1.44	01153	Cuba	\$2.37
011374	Armenia	\$2.66	01145	Denmark	\$1.05
011297	Aruba	\$1.31	767	Dominica	\$1.21
01161	Australia	\$0.77	809	Dominican Republic	\$1.01
01143	Austria	\$1.43	011593	Ecuador	\$2.02
011994	Azerbaijan	\$2.12	01120	Egypt	\$2.25
242	Bahamas	\$0.76	011503	El Salvador	\$1.57
011973	Bahrain	\$2.22	011358	Finland	\$1.06
011880	Bangladesh	\$3.20	01133	France	\$0.64
246	Barbados	\$1.65	011241	Gabon	\$2.25
01132	Belgium	\$1.04	011220	Gambia	\$2.00
011501	Belize	\$1.94	01149	Germany	\$0.66
011229	Benin	\$2.28	011233	Ghana	\$1.78
441	Bermuda	\$1.08	01130	Greece	\$1.39
011975	Bhutan	\$5.07	473	Grenada	\$1.64
011591	Bolivia	\$1.87	011502	Guatemala	\$1.49
011387	Bosnia-Herzegovina	\$1.94	011592	Guyana	\$2.59
011267	Botswana	\$2.28	011509	Haiti	\$2.06
01155	Brazil	\$1.26	011504	Honduras	\$2.02
284	British Virgin Islands	\$1.29	011852	Hong Kong	\$1.41
011359	Bulgaria	\$1.55	01136	Hungary	\$1.23
011226	Burkina Faso	\$2.93	01191	India	\$2.49
011257	Burundi	\$5.64	01162	Indonesia	\$1.85
011855	Cambodia	\$4.99	01198	Iran	\$3.00
011237	Cameroon	\$2.49	011964	Iraq	\$4.08
1	Canada	\$0.44	011353	Ireland	\$0.94

Country Code	Country	Per Min. Rate	Country Code	Country	Per Min. Rate
011972	Israel	\$1.73	01165	Singapore	\$1.25
01139	Italy	\$1.06	011421	Slovakia	\$1.58
876	Jamaica	\$2.16	011386	Slovenia, Republic of	\$1.94
01181	Japan	\$0.78	011252	Somalia	\$7.05
01182	Korea, South	\$1.26	01127	South Africa	\$1.55
011856	Laos	\$5.16	01134	Spain	\$1.28
011371	Latvia	\$2.12	869	St. Kitts	\$1.37
011961	Lebanon	\$2.39	758	St. Lucia	\$1.62
011231	Liberia	\$1.80	011508	St. Pierre & Miquelon	\$1.29
011370	Lithuania	\$2.50	784	St. Vincent & Grenadines	\$1.82
01160	Malaysia	\$1.37	011249	Sudan	\$4.26
01152	Mexico - Rate Zones 1-3*	\$0.70	01146	Sweden	\$0.61
01152	Mexico - Rate Zones 4-8*	\$1.22	01141	Switzerland	\$0.66
0113393	Monaco	\$0.64	011963	Syria	\$2.93
664	Montserrat	\$1.89	011886	Taiwan	\$1.41
011212	Morocco	\$2.20	01166	Thailand	\$1.94
011599	Netherlands Antilles	\$1.48	868	Trinidad & Tobago Islands	\$1.80
01131	Netherlands	\$0.61	01190	Turkey	\$1.59
01164	New Zealand	\$2.46	649	Turks & Caicos	\$1.63
011505	Nicaragua	\$1.65	340	U.S. Virgin Islands	\$0.95
011234	Nigeria	\$2.77	011256	Uganda	\$2.12
01147	Norway	\$0.75	011380	Ukraine	\$2.39
01192	Pakistan	\$2.77	011971	United Emirate	\$1.53
011507	Panama	\$1.71	01144	United Kingdom	\$0.51
011595	Paraguay	\$2.08	011598	Uruguay	\$2.05
01151	Peru	\$1.76	01158	Venezuela	\$1.34

Country Code	Country	Per Min. Rate	Country Code	Country	Per Min. Rate
01163	Philippines	\$1.59	01184	Vietnam	\$3.24
01148	Poland	\$1.32	011967	Yemen	\$1.85
011351	Portugal	\$1.43	011381	Yugoslavia	\$1.98
787	Puerto Rico	\$0.65	011243	Zaire	\$2.12
01140	Romania	\$1.96	011263	Zimbabwe	\$1.85
0117	Russia	\$2.11			
011250	Rwanda	\$3.20			
011966	Saudi Arabia	\$2.79			
011221	Senegal	\$3.32			

APPENDIX 6.01.2

KEY PERSONNEL

FSH Communications

<u>Name</u>	<u>Title</u>
Dana Alixander.....	Director – Sales
James Brandt.....	Director – Infrastructure
Greg Button.....	Director – Customer Service
Bob Dubay	Director – Corrections Products
Ken Jackson.....	Director – Operations
Shellie Luallin	Director – Information Technology
Christy Bailey	Operations Manager – Washington
Tom Deja.....	Operations Manager – SW WA/Oregon
Joanna Howard	Account Executive – Washington
Denitrice Jenkins	Customer Account Consultant
Deb Walker	Manager – Corrections Services/Repair

Appendix 6.11

SUBCONTRACTORS

Value-Added Communications (VAC)

Global Tel*Link (GTL)

Paragon Communications Services LCC (Paragon)



Request for Proposals

For

**The State of Washington
Department of Corrections**

**Offender Telephone System
And Recording/Monitoring**

CRFP6446

Issued: August 1, 2005

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SECTION I

1. Introduction

1.1 Overview

The Washington State Department of Corrections is soliciting a qualified vendor to provide telecommunication services and equipment, to ensure that offenders in prison, pre-release and work release facilities are provided access to public telephones subject to limitations and restrictions necessary to safeguard the security and order of the facility, and to protect the public from unwanted offender calls. This RFP will establish a single contract for the implementation and operation of a turnkey offender telephone system with integrated recording and monitoring capabilities to meet current and future legislative and programmatic requirements.

The Department intends to enter into a contract with a single vendor who will provide complete logistical support, ongoing operation, and maintenance of an offender telecommunications system/services for 15 correctional facilities and 15 work release facilities.

This Request for Proposals is expected to result in the award of a single contract with the vendor who best meets the stated requirements and provides competitive prices for offenders, offender families and friends. The proposed solution is for a turnkey system to include, among other things, installation, maintenance, telephones, enclosures, panel and such other equipment or materials necessary to replace the current offender telephone system/services.

Offender telephone services are currently provided by AT&T under a single contract as the prime contractor, with multiple vendors as subcontractors. The vendor awarded the contract will be expected to coordinate with AT&T and its subcontractors to allow for an uninterrupted transition and implementation of new services.

Vendors may submit only one proposal as a prime contractor, but may participate as a subcontractor with another prime contractor on more than one proposal. The prime contractor must provide a single point of contact for the Department.

1.2 Funding

No state funding is provided for the services and equipment provided under any contract awarded as a result of this RFP. The Department bears no responsibility for any costs incurred by the vendor in providing the offender phone system and related services such as maintenance, monitoring and recording. The Department makes no guarantee of offender call minutes or the type of calls made during the term of the contract. No vendor selected as a provider of equipment or services by this acquisition is assured of receiving any minimum amount of business.

1.3 Delegation of Authority to Acquiring Organization: Department of Corrections

The Information Services Board (ISB) has authority and oversight over telecommunications acquisitions. The ISB has delegated to the Department of Information Services (DIS) the authority to approve releases of RFPs for telecommunication services. This RFP is released in accordance with state information technology (IT) investment policies and standards. The Department of Corrections is a cabinet-level agency. The Department is divided into the Prisons Division, Community Corrections Division, and the Administrative Division.

The Deputy Secretary, Prisons Division, or his/her delegate will administer the contract entered into as a result of this RFP.

1.4 Definitions

The following terms and abbreviations are defined as used herein:

Apparent Successful Vendor: Vendor ranked first as a result of the evaluation of proposals. The identification of a vendor as an Apparent Successful Vendor does not constitute an award of a contract under this RFP.

Calendar Year: A twelve-month period beginning on January 1st and ending on December 31st.

Contractor: The vendor with whom a written contract is ultimately executed as a result of this procurement action.

Contract Award: The contract will be deemed awarded after selection and announcement of the apparent successful vendor, successful conclusion of any protest process(es) and execution of a mutually agreeable written contract between the Department and the selected vendor.

Date of Award: The date on which the agency and the successful bidder sign the contract.

DIS: The state of Washington, Department of Information Services.

DOC or Department: The state of Washington, Department of Corrections.

ISB: The Information Services Board. The governing body having oversight over telecommunication acquisitions, policies and standards.

RFP: Request for Proposals. A documented, formal acquisitions process providing an equal and open opportunity to submit a proposal.

RFP Coordinator: The individual noted in Section 3.2 or designee.

State: The government of the state of Washington, including all its organizational sub-parts.

Subcontractor: Any person not in the employ of the vendor, or any organization not owned by the vendor, performing work which is the responsibility of the vendor under a contract resulting from this RFP. The term applies to subcontractors at any tier.

Vendor: Any individual or organization that is a provider of goods and/or services as used herein, especially a provider of the goods and services being acquired through this RFP, whether or not the vendor elects to submit a proposal.

SECTION 2

2. General Requirements

This RFP is issued to procure the services of a single vendor to provide a turnkey offender telephone system including recording and monitoring equipment. A vendor may submit a proposal on behalf of a group of vendors who may serve as subcontractors, but the proposal must identify the primary vendor who will sign a contract if selected and will be responsible for any subcontractor's services provided under the contract. The vendor must designate a single point of contact for the primary vendor and any subcontractors.

Section 2 defines how the services are expected to be utilized via the contract, and sets forth certain terms and conditions for the conduct and performance of the services to be contracted.

Except for Subsection 2.2.2, vendors are not to respond directly to Section 2 in their proposals. Information in Section 2 is intended to be helpful in completing the vendor's response to the proposal requirements described in sections 5, 6, and 7 of this RFP.

2.1 General Background

The Department of Corrections, an executive-branch agency of the Washington State government, employs approximately 8,000 individuals who are responsible for approximately 17,000 offenders in the state prison system, and approximately 29,000 offenders under active community supervision. The Department operates 15 prison and pre-release facilities, 15 work release facilities, 89 community corrections offices, and a variety of offender and offender family support programs. Department facilities vary significantly in size and geographic location, with the largest employing nearly 1,500 staff members, and the smallest employing fewer than five staff members.

In 2003 (for the period of January 1, 2003 through December 31, 2003) offenders completed approximately:

579,171 local calls totaling 8,590,171 minutes
1,053,244 intraLata calls totaling 14,268,787 minutes
402,175 long distance (or interLata calls totaling 5,438,837 minutes

2.2 Contract Term, Initiation of Services, and Payment of Commission

2.2.1 Contract Term

The initial term of any contract resulting from this RFP will begin on March 1, 2006 and continue through December 31, 2007 ("Initial Term"). Unless terminated earlier, at the end of the Initial Term and each one (1) year period thereafter until December 31, 2014, the Department may extend the term of the Contract for an additional one-year period under the same terms and conditions. The decision to extend the term of the contract shall be at the sole discretion of the Department.

2.2.2 Initiation of Services/Implementation Plan

One vendor will be selected to enter into a written convenience contract as a result of this RFP with the selected vendor to begin providing services no later than 120 days after execution of a written contract. The Proposal must include an implementation plan describing the tasks and activities to be completed and their timeframes/milestones prior to the start of services. The implementation plan is to detail how the vendor would satisfy the RFP's requirements regarding the installation, operation and maintenance of an offender phone system with monitoring and recording capabilities, such that each issue addressed would be complete and detailed enough to assure the Department of the vendor's understanding and capability to perform the cited requirements, and to substantiate that the contract will be fully operational on the contract start date.

2.2.3 Commission

The Vendor selected and subsequently providing the services required by this RFP will pay a commission to the Department as set forth in Section 7 of this RFP. The commission paid to the Department will be based on a percentage of gross revenue generated by all offender calls. Commission payments shall be made by the twentieth day of each month.

2.2.4 Subcontracts

Vendors may use subcontractors to provide services required by this RFP. The intent to use certain parties as subcontractors must be stated in the vendor's proposal. Vendor's use of a subcontractor not included in the vendor's proposal may be denied for any reason at the sole discretion of the Department.

2.2.5 Right of Ownership and Confidentiality

The Department shall own all data collected and stored, and other forms and reports produced in the performance of services rendered under contract from this RFP.

Much of the Department's data relates to criminal justice issues. All data or documentation encountered by the contractor in performance of services requested will be considered confidential and, therefore, will not to be copied, shared, or transferred in any way without written permission of the DOC.

SECTION 3

3. RFP Rules and Procedures

3.1 Issuing Office, Contact with the State

The issuance of this RFP is in accordance with state of Washington IT investment policies and standards. The RFP Coordinator is the sole point of contact between vendors and the Department with regard to this RFP from the date of its release until the Apparent Successful Vendor has been announced. Any attempt by a vendor to contact the Department other than through the RFP Coordinator concerning this RFP during that time may be cause to disqualify the vendor from further consideration in this RFP. All requests for copies of the RFP, questions, and requests for clarification should be directed only to the designated RFP Coordinator identified below. Contact after announcement of the Apparent Successful Vendor is governed by the protest procedures outlined in this RFP

3.2 RFP Coordinator

The RFP Coordinator designated for this RFP is Kay Wilson-Kirby. In the event that the RFP Coordinator is not available, she or the Contracts Administrator shall designate another party to serve as RFP Coordinator in her absence.

All communications pertaining to this RFP must be directed only to the RFP Coordinator, or designee, as follows:

Department of Corrections
Attention: Kay Wilson-Kirby
Contracts, and Legal Affairs Section
Re: CRFP6446
410 West 5th Avenue
PO Box 41114
Olympia, WA 98504-1114
E-mail: kwilson-kirby@doc1.wa.gov

3.3 Conduct of Acquisition

This acquisition is being conducted in compliance with the policies and procedures of the Washington State Information Services Board as well as other applicable state laws and regulations.

3.4 Conditions

Proposals are invited and will be accepted subject to the following conditions and rights of the Department. The vendor is specifically notified that failure to comply with any part of the RFP may result in rejection of the entire proposal as non-responsive.

3.4.1 Only Source for Proposal Requirements

Proposals are to be based only on this RFP, subsequent amendments, if any, and the written questions and answers published to all vendors. Vendors are specifically instructed to disregard any previous materials, including previous RFPs or RFP drafts if any were issued, and any oral representations the vendor may have been given.

3.4.2 Proposal Preparation Costs

Neither the state of Washington nor the Department will be liable for any costs associated with the preparation of a proposal, a presentation by the vendor, or for any other activity conducted in response to this RFP. Vendor activity is voluntary on the part of the vendor and is done with the understanding that no costs incurred will be reimbursed by the state of Washington or DOC.

3.4.3 No Obligation to Contract or Buy

This RFP does not obligate the Department or the state of Washington to award or execute a contract for services specified herein. If a contract is executed as a result of this RFP, the Contractor is not assured of

receiving any minimum amount of business from the state of Washington or from the Department. The Contractor is not assured of receiving a minimum amount of business as a result of offender or family telephone usage.

3.4.4 Third Party Vendor/Subcontractor

Proposals will be accepted from vendors who propose services provided by other parties, with the understanding that the vendor will remain solely responsible to the Department for the delivery and performance of all services to be provided under the contract.

3.5 RFP Schedule

All vendors must adhere to the following RFP schedule. The Department reserves the right to revise this schedule if necessary in accordance with Subsection 3.9.

Event	Date
1. Issue RFP	August 1, 2005
2. Written Complaints Due	August 10, 2005
3. Vendors' Written Questions Due (FAX acceptable)	August 12, 2005
4. Issue Department's Responses to Vendor Questions on or before	August 19, 2005
5. Proposals Due	October 3, 2005 at 4:00 p.m. Local Time
6. Evaluation Period	October 4 –October 7, 2005
7. Announcement of Apparently Successful Vendor (on or before)	October 10, 2005
8. Execute a Written Contract (on or before)	November 14, 2005

3.6 Vendor's Questions and State's Responses

Vendors may submit written questions and requests for clarification pertaining to this RFP to:

Department of Corrections
Attention: Kay Wilson-Kirby, RFP Coordinator
Re: CFP6446
410 West 5th Avenue
PO Box 41114
Olympia, WA 98504-1114
FAX: (360) 664-2009
E-mail: kwilson-kirby@doc1.wa.gov

Vendor's questions **must be in writing** and may be sent by mail, FAX, or electronic mail. Questions received after the deadline date stated in the RFP Schedule (Subsection 3.5) will not be answered. The Department will attempt to answer all questions received provided that the Department receives them no later than August 12, 2005.

The basic content of all vendors' questions and the Department's responses to the questions will be published and sent via mail, FAX, or electronic mail to each vendor. The vendor's questions and the Department's responses to the questions will also be published on the Department's website at www.wa.gov/doc. The Department intends to provide the answers to all submitted written questions on or before August 19, 2005, in one single document. If a vendor does not receive the list of vendor questions and Department responses by close of business on August 19, 2005, then the vendor shall either contact the RFP Coordinator to request such list, or access the above listed website to review such list. Authors of questions will not be identified in this published document.

The Department's position as set forth in the published vendor's questions and the Department's responses shall take precedence over the RFP, if a conflict exists between the two documents.

The only official answers and position of the state of Washington with regard to vendor's questions will be those stated in writing.

3.7 Complaints

Vendors may submit a complaint to the RFP Coordinator prior to responding to the RFP if a vendor believes the RFP unduly constrains competition or contains inadequate or improper criteria. The complaint shall be made in writing before the due date as shown in Subsection 3.5 of the RFP. The Department's solicitation process may continue. The Department's Contracts Administrator will review the complaint. A copy of the complaint will be forwarded to the Department of Information Services. The Department will reply to the vendor with a proposed solution, if deemed appropriate, and advise DIS of its reply. If the vendor believes the Department's proposed solution is unsatisfactory, the vendor may appeal to DIS. The vendor is to provide the written appeal to DIS at:

Deputy Director Department of Information Services/MOST
1110 Jefferson Street SE
Olympia, WA 98504-2445

The vendor must also send a copy of the written appeal to the RFP Coordinator. DIS may accept the Department's solution, or may direct modification of solicitation requirements or the schedule, direct withdrawal of the solicitation, or may take other steps that it finds appropriate. The resulting DIS decision is final with no further administrative appeal available.

3.8 Cancellation or Reissuance of the RFP

The Department reserves the right to cancel or reissue the RFP, in whole or in part, for any reason at the sole discretion of the Department at any time prior to the execution of a written contract. Canceling or reissuing the RFP acts as a rejection of all bids.

3.9 RFP Amendments

The Department reserves the right to amend this RFP. Amendments, if any are issued, will be sent to all vendors who request the RFP, and posted on the Department website at www.wa.gov/doc. If any vendor has reason to doubt whether the Department is aware of the vendor's interest, it is incumbent on the vendor to either check the above listed website or to notify the Department to be sure that amendments are received. Notice to the RFP Coordinator may be sent by mail, telephone, e-mail, or FAX.

If a conflict exists or may exist between amendments or between an amendment and the RFP, the document having the latest date shall take precedence. For this purpose only, the published vendor's questions and the Department's responses shall be considered an amendment to the RFP.

3.10 Alternate or Multiple Proposals

Each vendor may submit only one proposal. Submission of multiple proposals is disallowed and will result in the rejection of all proposals submitted by the vendor.

3.11 Withdrawal of Proposals

Vendors may withdraw a proposal that has been submitted at any time up to the proposal due date and time. A written request signed by an authorized representative of the vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the proposal due date and time.

All proposals submitted that are not withdrawn before the proposal due date and time shall remain valid for 180 days following the proposal due date. Proposals which specify expiration in less than 180 days will be considered non-responsive and will be rejected.

3.12 Proposal Due Date

All required copies of the proposal must be received at the RFP Coordinator's office no later than 4:00 p.m. Pacific Standard Time (PST) on the date specified in the RFP Schedule in Subsection 3.5 above.

No other distribution of the proposal is to be made by the vendor. Proposals received after that time and date will be considered non-responsive and will not be evaluated.

The proposals as delivered must include all parts and components as defined in the Instructions for Proposal Preparation and Submittal (RFP Section 4). The vendor can make no additions, deletions, corrections, or amendments after the due date. Incomplete proposals will be rejected as non-responsive.

The Department reserves the right to change the proposal due date to a later date, but will not change the date to an earlier date.

3.13 Proposal Delivery Location

All parts of the proposal must be mailed or delivered, by means of the vendor's own choosing, to the RFP Coordinator's office at the address shown below:

Department of Corrections
Attention: Kay Wilson-Kirby
Contracts and Legal Affairs Section
Re: CRFP6446
First Floor
410 West 5th Avenue
PO Box 41114
Olympia, WA 98504-1114

When hand delivering proposals, please sign in with the security guard at the entrance. The proposal must be received at the above address not later than the due date and time for responses to this RFP as set forth herein. Late responses shall not be accepted and will be automatically disqualified from further consideration. The Department assumes no responsibility for timely delivery or receipt of proposals. **Proposals submitted by FAX or e-mail will not be considered acceptable and will be rejected.**

The method of delivery of proposals is at the discretion of the vendor and at the vendor's sole risk. The RFP Coordinator does not take responsibility for any problems with the mail, either within or outside the Department. Receipt by any other office or mailroom is not equivalent to receipt by the RFP Coordinator.

3.14 Waiver of Minor Administrative Irregularities

The Department reserves the right, at its sole discretion, to waive minor administrative irregularities in any proposal received. It shall be understood by the vendor that the proposal is predicated upon acceptance of all the terms and conditions contained in the RFP unless the vendor has obtained such waiver in writing from the Department prior to submission of the proposal. Such a waiver, if granted, will be applicable to all vendors.

3.15 Acceptance of Proposals

Proposals must be prepared and submitted in accordance with the Instructions for Proposal Preparation and Submittal (RFP Section 4). The Department reserves the right to reject any proposal that does not comply with the instructions.

3.16 Proposal Evaluation

A team or teams of evaluators selected by the Department will evaluate all proposals received by the due date and time that are not rejected during the pre-screening process, or the review for compliance with the mandatory requirements. The evaluation process is described briefly below with more specific information contained in Sections 7 and 8 and Exhibits C and D of this RFP.

3.16.1 Pre-screening

The RFP Coordinator shall first review each proposal for compliance with the requirements and instructions set forth in this RFP. Proposals found to be non-responsive will be rejected in the

prescreening process and will not be forwarded to the evaluation team(s) for further review. A pre-screening checklist is attached as Exhibit G to this RFP.

3.16.2 Review for Compliance with Mandatory Requirements

Proposals will then be reviewed by the RFP Coordinator or designee(s) to ascertain that the requirements identified in this RFP as Mandatory Requirements (MR) are adequately addressed. Proposals found to be non-responsive will be rejected and will not be forwarded to the evaluation teams for further review.

3.16.3 Scoring

Proposals that meet the mandatory requirements will be reviewed and scored by an evaluation team(s) consisting of representatives of the Department and/or any other sources deemed necessary by the Department. The Department in its review of RFP requirements such as alternative calling plans may obtain input from stakeholders such as offender families, DIS, and the Washington Utilities and Transportation Commission. Requirements identified as scored by the appearance of Mandatory Scoring "(MS)" on the heading line will be reviewed using pre-established evaluation criteria as discussed in Section 8 of this RFP. Upon completion of this review, scores will be forwarded to the RFP Coordinator. See Exhibit C.

3.17 Selection of Apparent Successful Vendor

The RFP Coordinator, or designee, will compile the scores achieved on the evaluations of the Technical, Qualifications, and Cost proposal sections. The scores are added and the Apparent Successful Vendor will be identified on the basis of the final scores. Identification as an Apparent Successful Vendor does not give rise to a contract. No contract will exist as a result of this RFP unless, and until a written contract is executed between the Department and an Apparent Successful Vendor after resolution of any bid protests, and successful negotiation of contract terms.

The Department reserves the right to reject any and all proposals, for any reason, at any time, without penalty to the Department or state of Washington, and to issue no contract as a result of this RFP. All submissions accepted will be reviewed and the final selection, if any, will be the proposal, which, in the opinion of the Department, best meets the requirements set forth in this RFP and is in the best interest of the Department. Any proposal, which is rejected as non-responsive, will not be evaluated and no score will be assigned.

3.18 Contract Award

The Department reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer. The proposal will become a part of the official file on this matter without obligation to the Department. The award of a contract, or selection of an Apparent Successful Vendor, does not give rise to a contract. The Department reserves the right to reject all proposals and not to award a contract as a result of this RFP at any time prior to the signing of a written contract.

3.19 Incorporation Into Contract

This RFP will be incorporated into any contract resulting from this RFP.

3.20 Award Notice

Vendors whose proposals have not been selected for further negotiation or award will be sent a notice of non-selection at the address, electronic mail address, or FAX number given in the Qualifications Proposal Requirements, Subsection 6.1.1.

3.21 Vendor Debriefing

Vendors who submitted a proposal may, within one business day of receipt of the notice of non-selection, request a meeting for debriefing and discussion of their proposals. The request must be submitted to the RFP Coordinator, in writing, by FAX or e-mail. Debriefings will be completed within

the five business days following the receipt of the notice of non-selection. The Department will control the scheduling of debriefings.

Debriefing will not include any comparisons of the vendor's proposal with other proposals. Discussion will be limited to a critique of the requesting vendor's proposal.

3.22 Protest Procedures

Exhaustion of the protest procedure is a prerequisite to the vendor filing suit. Any lawsuit resulting from the RFP must be filed in Thurston County of the state of Washington.

3.22.1 First Level Protest Process

This procedure is available to vendors who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the vendor has five business days to file a protest of the acquisition with the Contracts Administrator; the protest must be received by the Department within five business days. Vendors protesting this procurement shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered.

Upon receipt of a protest, the Department's Contracts and Legal Affairs Section will perform a protest review. The Department will immediately notify DIS of the protest. The person conducting the protest review shall not have been involved in the acquisition being protested. If necessary to obtain review by a person not involved in the acquisition being protested, the protest review shall be conducted by someone from outside the Contracts and Legal Affairs Section selected at the sole discretion of the Department. All relevant facts known to the Department will be considered and the Department within five business days of receipt of the protest will issue a decision. If additional time is required, the protesting party will be notified of the delay.

In the event that a protest may affect the interest of another vendor that submitted a proposal, such vendor may be given an opportunity to submit views and any relevant information on the protest to the Contracts Administrator.

All protests must be in writing and signed by a person authorized to bind the vendor to a contractual relationship. Telegrams, e-mails, faxed documents, or similar transmittals will not be considered. The protest must state all facts and arguments reasonably known by the protesting party at the time of the protest, on which the protesting party is relying. All protests shall be addressed as follows:

Contracts Administrator
Department of Corrections
Administrative Division
Contracts and Legal Affairs Section
PO Box 41114
Olympia, Washington 98504-1114

3.22.2 Second Level Protest Process

The following protest procedure is available to vendors that have complied with the First Level Protest Procedures above. Protests are made:

To the Department of Information Services, (DIS) only after protesting first to the Department, if the Department's resolution is not satisfactory to the protesting vendor. Protests to DIS shall be received, in writing, within five business days after a vendor has received notification of the Department's decision. Protests are to be sent to:

Deputy Director Department of Information Services/MOST
1110 Jefferson Street SE
Olympia, WA 98504-2445

3.22.3 DIS Review

The DIS review encompasses acquisitions approved by DIS and acquisitions within agency delegated authority. A vendor may protest to DIS in writing within five business days after the vendor has received notification of the Department's decision. DIS shall consider all the relevant facts, and issue a decision in writing within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

The DIS decision constitutes the final step of the protest process. The resulting decision is final with no further administrative appeal available.

3.22.4 Grounds for Protest

Grounds for protest are limited to specific criteria. Only protests based on the following criteria shall be considered:

- A. Arithmetic errors were made in computing the score;
- B. The Department failed to follow procedures established in the solicitation document, the IT Investment policy, the IT Investment Standards, or applicable state or federal laws or regulations; or
- C. Bias, discrimination, or conflict of interest on the part of an evaluator.

3.22.5 Form and Content

Vendors shall include in their written protest all facts and arguments upon which the protest is based. The minimum form and content that vendors are required to provide include:

- A. Information about the protesting vendor: name of firm, mailing address, phone number, and name of individual responsible for submission of the protest;
- B. Information about the acquisition, issuing agency, and acquisition method;
- C. Specific and complete statement of the Department action(s) protested and all supporting documentation;
- D. Specific reference to the grounds for the protest;
- E. Description of the relief or corrective action requested; and
- F. For protests appealed to DIS, a copy of the Department's written decision on the protest.

3.22.6 Available Remedies

The final determination shall:

- A. Find the protest lacking in merit and uphold the Department's action; or
- B. Find only technical or harmless errors in the Department's acquisition process, determine the Department to be in substantial compliance, and reject the protest; or
- C. Find merit in the protest and pursue other options, or in the case of a review by DIS, provide the Department with options, which may include:
 - Correct errors and reevaluate all proposals; and/or
 - Reissue the solicitation document; or
 - Make other findings and determine other courses of action as appropriate.

3.22.7 Stay of Contract Execution During Protests

In the event of a timely protest, the Department will postpone further steps in the acquisition process until the protest is resolved. The Department may not execute a contract under this RFP or a work order

until the protest is decided. The Department may execute a contract extension with the current contract provider(s) to continue services during this delay.

3.23 Execution of the Written Contract

At the sole option of the Department, any contract signed between a vendor and the Department as a result of this RFP will be subject to the Department's General Terms and Conditions, attached hereto as Exhibit B. In no event is a vendor to submit its own standard contract terms and conditions as a response to this RFP. The vendor may submit exceptions or modifications to the proposed terms and conditions for consideration by the Department. Any such proposed exceptions or modifications to the contract terms must be included in the submittal envelope and must, if there are changes to existing wording, identify the contract section which is being proposed for modification. Modification requires Department approval.

Time is of the essence in the execution of any contract offered by the Department as a result of this RFP. The Department reserves the right to negotiate with the next highest ranked vendor and to contract with that vendor for an offender phone system, if a contract is not signed by the Apparent Successful Vendor within 20 days after a contract is presented by the Department to the Apparent Successful Vendor for signature.

3.24 Insurance Coverage

As a condition of the award of contract, the vendor will provide proof of insurance from the vendor's insurance carrier, outlining the extent of vendor's liability coverage. The vendor shall, at its own expense, obtain and keep in force commercial general liability insurance and business auto liability insurance during the term of the contract. The vendor's commercial general liability insurance shall cover risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate. The vendor's business auto liability insurance (owned, hired, or non-owned) shall cover risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident. The vendor shall furnish evidence of the required insurance by means of a Certificate of Insurance, a copy of which shall be forwarded to the Department within 15 days of receipt of notice of award.

3.25 Compliance with the Americans with Disabilities Act

Unless an individual or organization is exempt from compliance with the Americans with Disabilities Act, the Department will only contract with organizations or individuals that declare their intention to comply with the Americans with Disabilities Act.

3.26 Authority to Bind the Department

The Secretary of the Department or an appointed designee is the only individual who may legally commit the Department to the expenditure of public funds for this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed written contract.

3.27 Proprietary Information/Public Disclosure

Materials submitted in response to this competitive RFP shall become the property of the Department.

All proposals received are public records under Chapter 42.17 RCW and shall be disclosed in accordance with the requirements of that chapter.

Any information in the proposal that the vendor desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.17 RCW must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the vendor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The Department will consider a vendor's request for exemption from disclosure; however, the Department will make a decision predicated upon applicable laws. Marking the entire proposal exempt from disclosure cannot be honored. The vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure, and either chooses not to seek an injunction, or fails to seek an injunction within ten days of receiving the notice of the request.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but 24 hours' notice to the Department's Contracts Administrator is required. Requests for information should be addressed to:

Department of Corrections
Contracts and Legal Affairs
Attn: Gary Banning, Administrator
410 West 5th Avenue
PO Box 41114
Olympia, WA 98504-1114

SECTION 4

4. Instructions for Proposal Preparation and Submittal

4.1 Proposal Organization and Number of Copies

Proposals must be submitted in five parts as follows:

- a) Submittal Envelope (1 copy) – See section 4.3 for requirements
- b) Implementation Plan (4 copies) – See subsection 2.2.2 for requirements
- c) Technical Proposal (4 copies) – See section 4.4 for requirements
- d) Qualifications Proposal (4 copies) – See section 4.5 for requirements
- e) Cost Proposal (4 copies) – See section 4.6 for requirements

The required composition of each part is described in later paragraphs of this section.

4.2 Proposal Format

Each proposal part (Submittal Envelope, Implementation Plan, Technical, Qualifications, and Cost) must be separate units.

Proposals must be on standard 8.5" x 11" white paper, except that charts, diagrams and the like may be on foldouts which, when folded, fit within the 8.5" x 11" format. All pages, except for those in the submittal envelope, must be consecutively numbered, starting with page 1 in each of the proposals. The page number may be located at the top or bottom as the vendor prefers, but the location must be consistent throughout.

4.3 Submittal Envelope (1 copy)

The submittal envelope is to include:

- a) Letter of submittal
- b) Certifications and Assurances form (signed) See Exhibit A.

The outside of the Submittal Envelope must be labeled as follows:

Washington Department of Corrections
Submittal Envelope
Name of Vendor
CRFP6446

The envelope must be sealed when delivered. The person who takes delivery will execute a receipt, which will be signed by the delivering party with the date and time received. The required contents of the submittal envelope are specified below.

4.3.1 Letter of Submittal

The letter must be written on the vendor's official business letterhead stationery. It must include the following, in the order given:

- a) An itemization of all materials and enclosures being forwarded collectively in response to the RFP;
- b) A reference to all RFP amendments received by the vendor (by amendment issue date), to ensure the vendor is aware of all such amendments in the event there are any; if none have been received by the vendor, a statement to that effect should be included;
- c) A statement that the vendor believes the proposal addresses all the mandatory requirements set forth in the RFP;
- d) A statement which acknowledges and agrees to all of the rights of the Department including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this RFP;
- e) An expression of the vendor's willingness to enter into an agreement with the Department which includes the terms and conditions of the contract included as Exhibit B of this RFP; and
- f) The vendor's guarantee that the proposal as submitted shall remain in full force and effect for a specified period of time, which must be at least 180 days from the proposal due date specified in this RFP.

The vendor may include any other topics or statements in the letter as the vendor deems appropriate and may wish to convey to the Department.

If the vendor wishes to propose alternate contract language, such proposal shall be made in the body of the submittal letter or, alternatively, in a separate document referenced from the body of the letter and enclosed in the Submittal Envelope. A person authorized to bind the vendor to a contractual relationship must sign the submittal letter.

4.3.2 Certifications and Assurances Form

A person authorized to bind the vendor in a contractual relationship must sign the Certifications and Assurances form, which must then be included in the Submittal Envelope.

The Certifications and Assurances form is included in this RFP as Exhibit A.

4.4 Technical Proposal (4 copies)

Four copies should be submitted.

The outside cover of the Technical Proposal is to be labeled as follows:

Washington State Department of Corrections
Technical Proposal
Name of Vendor
CRFP6446

The Technical Proposal is to contain the responses to the questions and requests for information, which appear in Section 5 of this RFP.

4.5 Qualifications Proposal (4 copies)

Four copies should be submitted.

The outside cover of the Qualifications Proposal is to be labeled as follows:

Washington State Department of Corrections
Qualifications Proposal
Name of Vendor
CRFP6446

The Qualifications Proposal is to contain the responses to the questions and requests for information, which appear in Section 6 of this RFP.

4.6 Cost Proposal (4 copies)

The outside cover of the Cost Proposal is to be labeled as follows:

Washington State Department of Corrections
Cost Proposal
Name of Vendor
CRFP6446

The Cost Proposal is to contain the responses to the questions and requests for information, which appear in Section 7 of this RFP and the completed Phone Cost Form (Exhibit E).

4.7 Supplemental Material

No supplemental material should be submitted.

4.8 Proposal Content, Order of Appearance

Responses to each question or request for information must appear in the order given in the RFP, numbered and headed the same way and with full text as each item appears in the RFP. A response for every numbered subsection (which should be identified as Mandatory Scored (MS-#) or Mandatory Requirement (MR-#) in Sections 5, 6 and 7 of this RFP) is required in the corresponding proposal except where:

- a) The numbered item serves as a heading only, and there is no statement under the heading line; or
- b) Otherwise stated within the numbered item.

The proposal evaluators will find it helpful, and the vendor will likely find it convenient during proposal preparation, if the vendor will repeat the number, heading, and full text of all subsections, including those which do not require a response. To assist vendors in developing their proposals this document is available in electronic format in Microsoft Word for Windows 97.

4.9 Responses to All Subsections Required

The vendor must provide the information requested in all mandatory subsections of the Technical, Qualifications, and Cost Proposal Sections (Sections 5, 6 and 7) without respect to whether a subsection states a mandatory or scored requirement. That is, the fact that a requirement is not scored does not mean that providing the requested information is optional. Failure to provide an adequate response to any mandatory subsection that requests information will cause the proposal to be deemed non-responsive and be disqualified from further consideration. A vendor response of "read, understood and will comply" without an adequate description of what the vendor proposes is not an acceptable response and will result in a zero score.

4.10 Mandatory Requirements

Mandatory Requirements (MR) - A Mandatory Requirement sets forth minimal information that must be considered, capabilities that must be provided or minimum performance levels that must be met by the vendor. Failure of the vendor to adequately meet any one Mandatory Requirement may render a proposal non-responsive and constitute grounds for proposal rejection. The Department reserves the right to waive non-material deviations if this is in the best interest of the Department.

Mandatory Requirements are denoted by (MR) on the heading line and will be evaluated on a pass/fail basis only. No score is credited for meeting Mandatory Requirements.

Failure to meet a Mandatory Requirement shall be established by any of the following conditions:

- The vendor states that a Mandatory Requirement cannot be met;
- The vendor fails to include required information in a Mandatory Requirement;
- The vendor fails to include sufficient information to substantiate that a given Mandatory Requirement is met; or
- The vendor fails to include requested references or documents.

If all vendors fail to meet the same Mandatory Requirement, the Department reserves the right to waive the Mandatory Requirement or to cancel the RFP.

4.11 Scored Requirements

Requirements which are not designated to be mandatory requirements "(MR)" are mandatory scored requirements, denoted by the appearance of (MS - #) (where # is a numeric indicator of the weight assigned to the item) on the heading line. These will be evaluated and a score will be assigned by each evaluator based on the merits of the proposed solution as described in the vendor's response. It is in the vendor's best interest, therefore, to be as thorough as practical in its responses. A discussion of how the points will be awarded and how scores will be evaluated is contained in Section 8.

SECTION 5

5. Technical Proposal Requirements (22 Points)

5.1 Vendor Responses (MS):

The vendor must respond by identifying the technical requirement and providing sufficient narrative/written responses to allow the evaluators to fully understand and score how the phone system proposed by the vendor meets and/or furthers the following business/program needs. A vendor response of "Read, understand, and will comply" is not sufficient and will result in a score of zero without more description by the vendor of how they propose to meet the requirement.

5.1.1 (MS – 4.0) Protect the public from unwanted/unsolicited/fraudulent offender calls.

5.1.2 (MS – 4.0) Identify, document and record conversations affecting security of institutions and inappropriate/illegal activities. All calls from offender telephones will be processed and recorded through the offender calling system. All calls from designated attorney phones must be processed separately from the offender calling system and will not be recorded.

5.1.3 (MS – 2.0) Facilitate effective phone management and usage review by the Department through customized, standard and ad hoc reports.

5.1.4 (MS – 3.0) Available low-cost calling plans that promote/foster offender/family relationships, including a low cost alternative plan to collect calls (fully describe the implementation, management and billing processes as well as criteria for offender or others to use the plans). Fully describe any special features of the plans such as an across the board fixed rate for a 5 minute call or a free 5 minute call on an offender's birthday.

5.1.5 (MS – 1.0) Facilitate offender, their families, and other public users ability to predict and monitor costs. Describe in detail the policy and procedures of handling customer complaints.

5.1.6 (MS – 1.0) System management including the ability to update offender call list and 4 to 15 digit personal identification number (PIN) number within one business day.

- 5.1.7 (MS – 1.0) Exist within current allocated physical space within the institutions and HQ.
- 5.1.8 (MS – 1.0) “24/7” (24 hours a day-7 days a week) availability of offender phones.
- 5.1.9 (MS – 1.0) Further DOC Policy Directives 450.200 and 450.210. (Attached as Exhibit F)
- 5.1.10 (MS – 4.0) Look, feel and ease of use. Vendor must provide a video of 60 minutes or less on VHS, CD or DVD demonstrating the proposed recording and monitoring equipment (what the system can do for Department investigative staff). Vendor must at a minimum demonstrate the following:
 - screens
 - reports
 - recording and monitoring features
 - ease of use

5.2 Vendor Responses (MR)

The vendor must respond by identifying the technical requirement and providing sufficient narrative/written responses to allow the evaluators to fully understand and assess how the phone system proposed by the vendor meets and/or furthers the following basic operational requirements. A vendor response of “Read, understand, and will comply” is not sufficient and may result in rejection of the proposal without more description by the vendor of how they propose to meet the requirement.

- 5.2.1 (MR) One-way, outgoing only service
- 5.2.2 (MR) Station-to-station operator announced calling
- 5.2.3 (MR) Prohibit direct dialed calls of any type
- 5.2.4 (MR) Prohibit access to live operators except as may be necessary for international calls
- 5.2.5 (MR) Secure playback on an unlimited number of workstations via Ethernet connection
- 5.2.6 (MR) Telephone station equipment powered by the telephone line and require no additional power source
- 5.2.7 (MR) Provide for the shutting down or inactivation of individual phones, phones in a housing unit or the total system
- 5.2.8 (MR) Use digital recording equipment capable of monitoring in real time and capable of capturing 100% of all calls placed from any of the offender phones including the ability to monitor other institutions’ offender calls from any institution’s networked monitoring stations, except attorney phones and the ability for investigators at HQ to also monitor and record selected facility calls. All prison facilities and HQ must be networked.
- 5.2.9 (MR) Provide and maintain attorney telephones which are not connected to the recording system
- 5.2.10 (MR) Provide Dictaphone playback machines at the 9 DOC facilities where they currently exist until no longer needed
- 5.2.11 (MR) Provide appropriate telephone equipment for hearing-impaired offenders
- 5.2.12 (MR) Installation is compliant with DOC IT infrastructure guidelines

SECTION 6

6. Qualifications Proposal Requirements (24 points)

6.1 Vendor Firm Information

6.1.1 (MR) Vendor Name and Address

State the proposing organization's full company or corporate name and give the official representative, address, telephone number, email address (if any) and FAX number of the vendor's office location responsible for performance under a contract with the state of Washington in the event the vendor becomes the Apparent Successful Vendor.

6.1.2 (MR) Organization

Specify how the proposing entity is organized (proprietorship, partnership, corporation).

6.1.3 (MR) Year of Organization

Specify the year in which the vendor was first organized to do business as substantially the entity which now exists, whether or not the form of organization has changed in the interim (such as by subsequent incorporation, merger, or other organizational change) and regardless of name changes. The intent of this requirement is to ascertain the longevity of continuous operation of the vendor, and the response should be formulated to provide that information as appropriate to the vendor's business circumstances.

6.1.4 (MR) Principal Officers

Give the name, office, address, and business telephone number of the principal officers of the vendor's organization. At a minimum, include officers who hold the following functional positions, if applicable:

- a) Board Chairman, if a corporation
- b) President or other Chief Executive Officer
- c) Corporate Secretary, if a corporation
- d) Chief Financial Officer

6.1.5 (MR) Owners

Identify by name, business address and telephone number of all owners, partners or stockholders who own ten percent (10%) or more of the proposing organization. If any corporation owns ten percent (10%) or more of the proposing organization, identify the corporation and its chief executive officer and chief financial officer.

6.1.6 (MR) Change in Ownership

If any change in ownership or control of the proposing organization is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur.

6.2 Responsible Parties

6.2.1 (MR) Management

Identify by name, title or position, and telephone number all management-level officers of the proposing organization's performing office who would have direct responsibility for the performance of a contract resulting from this RFP.

6.2.2 (MR) Contract Responsibility

Identify by name, title or position, and telephone number the individual who would have primary responsibility for initiating service resulting from this RFP; i.e., a manager or representative for this contract.

6.3 (MR) Washington Business License/Federal Employer Identification Number

Either (a) state that the vendor now holds a valid business license, Universal Business Identifier (UBI) issued by the state of Washington, and provide the license number; or (b) declare that the vendor will obtain such license if selected as the Apparent Successful Vendor, immediately upon such selection and before execution of a resulting contract. Also provide the Federal Employer Identification Number (FEIN) or Social Security Number.

Vendors who wish to obtain further information regarding a Washington Business License may write:

Department of Licensing
Master License Services
PO Box 9034
Olympia, WA 98507-9034
Or call:: (360) 664-1400
Or apply online at: www.dol.wa.gov

6.4 Past and Present Relationships with the State

6.4.1 (MR) Prior and Existing Contracts

If the proposing organization, its predecessor, or any party named in the preceding subsections has contracted with the Department or any other Washington State agency during the past 24 months, identify the contract number and/or any other information available to identify such contract(s).

If no such contracts exist, so declare.

6.4.2 (MR) Vendor's Employee Relationships to State

If any party named in the preceding subsections of this Section 6 is or was an employee of the state of Washington in the past 24 months, identify the individual(s) by name, social security number, state agency by which employed, job title of position held with the State, and separation date.

If no such relationship exists, so declare.

6.4.3 (MR) Persons Employed by Both State and Vendor

If any employee of any agency of the state of Washington is employed by the vendor, or sits on the governing board of the vendor, as of the due date for proposal submission specified herein, identify all such persons by name, position held with the vendor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the Department, it is determined that a conflict of interest exists or may exist, the vendor may be disqualified from further consideration in this RFP.

If no such relationship exists, so declare.

6.5 (MR) Contract Performance

If the vendor or the subcontractor has had a contract terminated for default during the past five years, describe each termination in the format explained below. Termination for default is defined as notice to stop performance delivery due to the vendor's non-performance or poor performance and the issue was either (a) not litigated due to inaction on the part of the vendor; or (b) litigated and such litigation determined the vendor to be in default.

Submit full details of all terminations for default experienced by the vendor during the past five years including the other party's name, address and telephone number. Present the vendor's position on the matter. The Department will evaluate the facts and may, at its sole discretion, reject the proposal if, based on the facts discovered, the Department believes that there is a risk that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If the vendor or subcontractor has experienced no such terminations for default in the past five years, so declare.

By providing the information required in this section, the vendor authorizes the Department to contact the entities with which the vendor/subcontractor has contracted regarding contract performance. The information received from these entities may be used for scoring purposes under the references section.

The Department will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if, based on the facts discovered the Department believes that there is a risk that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

6.6 (MR) Subcontractors

In order to achieve the best possible combination of equipment, service and rates, subcontractor arrangements may be proposed. Any and all such relationships must be in the context of a subcontractor(s) to the vendor. The proposing firm must be declared as the prime contractor.

If any subcontractor relationships are proposed, describe the subcontractor relationship with the proposing firm. Discuss the nature of the subcontractor organization and the management and reporting relationships between the vendor's firm and the subcontractor.

If no subcontracting is intended, so declare.

6.7 Qualifications

This paragraph explains the approach to determination of Qualifications. *Do not respond to this paragraph.* Responses to sections 6.7.1 through 6.7.1.5 will enable scores to be assigned to each vendor in each experience category. The experience categories to receive scores include:

- System-wide inmate telephone systems – Provision of inmate telephone systems and services statewide for a state correctional department or a countywide system and services for a county correctional department.
- Local inmate telephone systems – Provision of inmate telephone systems in a state or county that does not encompass all inmate facilities within the state or county. This would include federal facilities that are individually served.

Within the experience category, subcategories will be identified which are pertinent to the Department's needs as described in Section 2 of this RFP.

- Responses will address vendor experience in providing services for each category.
- Vendors will also be required to specifically address their experiences in each subcategory.
- Vendors will be required to provide one-page résumés on individuals available to the vendor to provide services in each category that is to be included in the response.
- Vendors will be required to provide five references.
- Finally, vendors will be required to describe their ability to provide services in each subcategory.

The response will include relevant information to demonstrate the vendor's experience. Experience should be correlated with the vendor's contract references/prior contracts.

6.7.1 Offender Telephone Systems and Services

Experience in this category includes design and implementation of offender phone systems, billing/payments, customer relations, management of subcontractors, maintenance/repair/troubleshooting, and monitoring/recording integration.

6.7.1.1 (MS – 10.0) References/Experience

List at least three and no more than five vendor references for which the vendor has provided offender telephone systems similar to that sought through this RFP. Describe the specific experiences the vendor and subcontractors have had in providing inmate telephone systems and services. Clearly describe the

scope and scale of the services provided for each experience, including whether the experience was that of the prime contractor or subcontractor. Limit the description of each experience to five pages or less. Each description can include either the Vendor or a subcontractor(s) or both. Describe how each experience applies to the following:

- Design and implementation of system wide or local offender phone systems
- Billing/payments
- Customer/public relations
- Management of subcontractors
- Maintenance/repair
- Troubleshooting/response
- Monitoring/recording integration
- Other

References must contain the firm's name, contact's name, and phone number. The score will be based on a review of the vendor's response and the information obtained by the Department from the listed vendor references. The Department may, at its option, contact other vendor customers with whom the vendor has contracted and use such information obtained in scoring this item.

6.7.1.2 (MS – 6.0) Vendor Resources

Provide brief one-page résumés of the single point of contact and any other individual presently employed by the vendor or stated subcontractors who will be responsible to ensure vendor performance and customer (DOC, offender, and public users) satisfaction with the services provided. Provide documentation showing arrangements made with local exchange carriers to allow offenders to make collect calls. The score will be based on review of resumes provided, contact with references included within the resumes, and the extent of arrangements made with local exchange carriers.

Include the following information, at a minimum, for each person identified:

Name

Position, roles, and responsibilities served in past engagements

Description of key specialties and abilities

Description of education and training

References for the past engagements

6.7.1.3 (MS – 6.0) Added Value to DOC

Describe the resources vendor proposes to provide as added value in meeting the needs of the Department. Include resources to be provided the Department (including any dedicated staff that would reduce need for the Department to perform certain tasks), and demonstrated commitment to serving customers including state and local governments. Score will be based on the degree to which the vendor can be an available ongoing resource to the Department.

6.7.1.4 (MS – Pass/Fail) Vendor Financial Responsibility

Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that the proposal evaluators may reasonably formulate a determination about the stability and financial strength of the proposing organization.

Provide a copy of the vendor's Dunn and Bradstreet, Equifax, TRW, or other appropriate credit rating. For sole proprietors, provide a copy of the appropriate credit rating for your sole proprietorship. If you are a sole proprietorship and have such a credit rating, so state. A credit report for the sole proprietorship will be required before contract execution.

Disclose any and all judgments, pending or expected litigation, or other real or potential financial or legal events that might materially affect the viability or

stability of the proposing organization or warrant that no such condition is known to exist.

SECTION 7

7. Cost Proposal Requirements (54 points)

7.1 Cost

The evaluation of the Cost Proposal has been designed by the Department to award the most points to the vendor who best meets the legislative direction to select a contractor primarily based on the lowest rate charged to both the offender and the person paying for the telephone call and the lowest commission rates paid to the Department, while providing sufficient revenues for the activities funded from the Institutional Welfare Betterment Account. The Cost Proposal Score awards a maximum of 54 points and is comprised of four sub scores: lowest collect call cost to offenders and the persons paying for the calls, lowest alternative call cost to offenders and the persons paying for the calls, the lowest total cost of collect calls and calls under the proposed alternative calling plan, and the lowest commission rate paid to the Department. The maximum total is made up of a maximum of 28 points for the lowest collect call cost to the offender and the persons paying for the call, a maximum of 12 points for the lowest alternative call cost to the offender and the person paying for the call, a maximum of 10 points for the lowest total cost of collect calls and calls under the proposed alternative calling plan, and a maximum of 4 points for the lowest commission rate paid to the Department.

7.1.1 Cost Proposal Requirements

The vendor's response to this RFP must identify a rate or rates for local, interLata, intraLata, interstate, and international offender calls. The rates may not be increased during the initial term of the contract. Rates must be proposed for collect calls and one alternative calling plan such as prepaid or debit and may be per minute, flat rate, a combination (hybrid) of flat rate and per minute rate or such other rate plan as the vendor may propose. Evaluation of costs uses twenty-minute call duration. The Cost Proposal will be submitted as a separately bound document. The alternative-calling plan proposed should not create higher costs to offender families for interLata or intraLata calls upon an offender's transfer among state correctional facilities.

7.1.1.1 Commission (MR)

The vendor must guarantee a commission of 5.1 million dollars for the initial calendar year of the contract. The initial calendar year guaranteed commission payment will be prorated to reflect the actual start date of the contract. The guaranteed commission for each subsequent calendar year will be adjusted on January 1st of each year based on the fiscal year U.S. Implicit Price Deflator (IPD) published in the June volume of the Washington Economic and Revenue Forecast. The Department will provide this rate of adjustment to the vendor no later than August 1st of each calendar year.

No additional points will be awarded to vendors proposing to guarantee more than the required guaranteed commission amount stated above.

7.1.1.2 Phone Rates Bid by Call Type

Vendor must indicate the proposed rates for the initial term of the contract for all types of calls in a table/chart as shown in Exhibit E. Phone rates may not be increased for the initial term of the contract.

Adjustments in phone rates will be considered by the Department after initial term of the contract on a pass through basis only. By September 1, 2007 and each year thereafter the vendor will provide written notice of any phone rate increase requested and will provide sufficient documentation to justify the requested increase. Increases shall not exceed the rate of adjustment to the guaranteed commission under Section 7.1.1.1 above. Acceptance will be at the discretion of the Secretary and shall not produce a higher profit margin than that established on the original contract pricing. Approved price adjustments

shall be implemented no sooner than January 1st of the following calendar year and remain unchanged during that calendar year.

SECTION 8

8. Proposal Evaluation Requirements

8.1 Evaluation Team

Department staff and others as may be selected in the sole discretion of the Department will perform the evaluation. Input from stakeholders may be requested by the evaluation team(s) in their sole discretion.

8.2 Basis for Evaluation

Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any amendments issued.

8.3 Evaluation Steps

Proposals will be evaluated in three stages:

8.3.1 Preliminary screening

Proposals will first be reviewed for compliance with procedural instructions as set forth in the RFP. If a proposal is found to be non-responsive, it will be eliminated from further consideration.

8.3.2 Review of Mandatory Requirements

The Implementation Plan, Technical, Qualification and Cost proposals will then be reviewed by the RFP Coordinator or designees for adequacy of responses to the mandatory requirements, as indicated in the RFP by (MR) on the requirement heading line. If any mandatory requirement is not met, the proposal will be eliminated from further consideration. The Department reserves the right to waive non-material deviations if this is in the best interest of the Department.

If, in the opinion of the Department, the financial information provided by the vendor in the Qualification Proposal does not adequately demonstrate financial stability, the vendor's proposal may be rejected without further consideration.

8.3.3 Qualitative Review and Scoring

Proposals which pass the preliminary screening and mandatory requirements review will be evaluated and scored based on responses to requirements in the RFP which are denoted as scored by the appearance of (MS-#) on the requirement heading line. The evaluators will consider how well the vendor's proposed solution meets the needs of the Department, as described in the vendor's response to each requirement. Therefore, it is important that the responses be clear and complete, so that the evaluators can adequately understand all aspects of the proposal. A response of only "Read, understood, and will comply" will result in a zero score for the response.

8.4 Scoring

Each scored item will be given a score by each evaluator. Evaluators will be given an opportunity to discuss the proposals and results of references within them prior to final scoring. The evaluators will complete final scores independently of each other. The Department reserves the right to request clarification of any vendor's proposal.

8.4.1 Technical/Qualification Points

Points will be assigned based on how the proposed technical response meets the expressed operating/programmatic need or the sufficiency of qualifications supporting each of the items being rated. A scale of zero to four will be used. This scale is defined as follows:

0 = The evaluator determines the technical response or qualifications are inadequate or unusable.

1 = The evaluator determines that the technical response or qualifications is substandard to that which is expected.

2 = The evaluator determines the technical response or qualifications are adequate and of average capability, availability and utility to the Department.

3 = The evaluator determines that the technical response or qualifications is better than which is average or expected.

4 = The evaluator determines the technical response or qualifications are clearly superior to that which is average and in the ability to meet the Department's needs.

Each scored requirement is assigned a weight value factor as shown on the heading line for each scored subsection. The score given for each item will be multiplied by the value for that item to give the weighted score. The weighted scores will be added together to produce a total weighted score. This weighted score will be divided by the total possible score. For the Technical score the percentage derived will be multiplied by 22, the total points available for the Technical section. Each evaluator's score will then be averaged. This will produce the total Technical points. For the Qualifications score the percentage derived will be multiplied by 24, the total points available for the Qualifications section. Each evaluator's score will then be averaged. This will produce the total Qualifications points.

8.4.2 Cost Points

The Cost Proposal Score awards a maximum of 54 points and is comprised of four subscores: lowest collect call cost to offenders and the persons paying for the calls, lowest alternative call cost to offenders and the persons paying for the calls, lowest combined costs, and lowest commission rate. The maximum total is made up of a maximum of 28 points for the lowest collect call cost to the offender and the persons paying for the call, a maximum of 12 points for the lowest alternative call cost to the offender and the person paying for the call, a maximum of 10 points for lowest total cost of both collect and the proposed alternative calling plan, and a maximum of 4 points for the lowest commission rate paid to the Department.

Offender call costs will be calculated using 20-minute call duration using the number of calls for each call type identified in subsection 2.1. Interstate long distance and international calls rates proposed will not be used in the evaluation. For the purposes of evaluation a 70%-30% ratio of collect to alternative cost rates (i.e., pre-paid/debit) will be used. If the vendor proposed day and night rates, the lowest rates proposed will be used provided the rates are within 5% of each other, otherwise the rates will be averaged for evaluation purposes.

- **Lowest collect call cost** – The score for the lowest collect call cost is computed by dividing the lowest collect call amount calculated to be paid for phone calls by offenders and public users proposed by a vendor (Numerator) by the total amount calculated to be paid for phone calls by offenders and public users proposed submitted in the vendor's proposal (Denominator) and multiplying by 28 (the weighting factor). See Exhibit C for an example.
- **Lowest alternative call cost** – The score for the lowest alternative call cost is computed by dividing the lowest alternative call amount calculated to be paid for phone calls by offenders and public users proposed by a vendor (Numerator) by the total amount calculated to be paid for phone calls by offenders and public users proposed submitted in the vendor's proposal (Denominator) and multiplying by 12 (the weighting factor). See Exhibit C for an example.
- **Lowest total offender call costs** – The score for the lowest total offender call costs is computed by dividing the total cost of both collect calls and alternative call plan calls calculated to be paid for phone calls by offenders and public user proposed by a vendor (Numerator) by the total amount calculated to be paid for collect and alternative call plan phone calls by offenders and public users submitted in the vendor's proposal (Denominator) and multiplying by 10 (the weighting factor). See Exhibit C for an example.

- **Lowest commission rate** – The score for the lowest commission rate is computed by dividing the lowest commission rate percentage proposed any vendor (Numerator) by the commission rate percentage submitted in the vendor's proposal (Denominator) and multiplying by 4 (the weighting factor). See Exhibit C for an example.

8.5 Scoring/Selection Approach/Apparent Successful Vendor

The RFP Coordinator or designee will compile the scores from the Technical, Qualifications and Cost Proposals and rank the vendors based on final score. The highest scoring vendor will be notified that they are the Apparent Successful Vendor. A vendor tie results if the difference between the highest final score and the next highest score is less than one point. In the result of a tie, the Implementation Plan (See Section 2.2.2) will be assessed by the evaluation team(s) to determine the final vendor ranking.

The Implementation Plan will be scored on a scale of 0-10, 10 representing the highest score. The overarching considerations are to maintain connectivity, avoid disruption of telephone services to offenders and the Department's need to monitor and/or rerecord offender calls and to minimize the concurrent use of the incumbent provider's and successor's services. The evaluators will consider the following in awarding a score:

- the tasks and activities to be completed and their timeframes/milestones prior to the start of services (e.g. set-up of facilities, hook-up of phone lines, hiring/training of personnel).
- the schedule or sequencing of the service installations at Department sites.
- the potential risks that might affect the changeover to a new phone provider, their possible impacts and any strategies or solutions that the vendor proposes to mitigate or prevent these impacts.

The evaluation process is designed to award a contract not necessarily to the vendor of least cost, but rather to that vendor with the best combination of attributes based upon the evaluation criteria.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

The attached proposal is a firm offer for a period of 180 days following receipt and may be accepted by the Department without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180 day period.

In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

I/we understand that the Department of Corrections will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals or bids become the property of the Department and I/we claim no proprietary right to the ideas, writings, items, or samples.

I/we understand that, in connection with this acquisition:

The proposals will be evaluated and scored using the call data provided in this RFP only.

The rate data and prices that have been submitted are accurate and complete.

Unless otherwise required by law, the prices and/or rate data that have been submitted have not been knowingly disclosed by the vendor and will not knowingly be disclosed by him/her directly or indirectly to any other vendor or to any competitor prior to contract award.

No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

The vendor certifies that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance programs under Executive Order 12579 "Debarment and Suspension."

This proposal is subject to disclosure as a public record under Chapter 42.17 RCW.

The vendor agrees to comply with the Americans with Disabilities Act (ADA).

The vendor grants permission to the Department to contact all references provided in the vendor's proposal, or identified in Section 6.7.1.1 of the RFP and understands that the Department may choose to only contact some of them as part of the evaluation process.

I/we understand that any contract awarded as a result of this RFP will incorporate General Terms and Conditions substantially similar to those attached as Exhibit B. I/we certify that I/we will comply with these or substantially similar General Terms and Conditions if selected as the Apparently Successful Vendor.

I/we acknowledge that the Department has the right to cancel the RFP for any reason, at any time, without penalty to the Department or the state of Washington.

I/we understand that exhaustion of the protest procedures set forth in this RFP is a prerequisite to filing suit. It is further understood and agreed that any lawsuit resulting from the RFP must be filed in Thurston County of the state of Washington.

I certify that I am the (Title) _____ of the (organization) _____ and am authorized to enter into a contractual relationship on behalf of my organization. The information submitted with this proposal is accurate and true to the best of my knowledge.

Written Signature

Typed Signature

Title

Date

Company Name

EXHIBIT B GENERAL TERMS AND CONDITIONS

1. DEFINITIONS - As used throughout this Contract Agreement, the following terms shall have the meanings set forth below:
 - 1.1 "Contractor" shall mean that agency, firm, provider, organization, individual or other entity performing services under this Contract Agreement. It shall include any Subcontractor retained by the prime Contractor as permitted under the terms of this Contract Agreement.
 - 1.2 "Secretary" shall mean the Secretary of the Department of Corrections and delegates authorized in writing to act on Secretary's behalf.
 - 1.3 "Department" shall mean the Department of Corrections (DOC) of the state of Washington, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
 - 1.4 "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract Agreement under a separate contract agreement with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.
 - 1.5 "Contract Administrator" shall mean the Administrator of the Department's Office of Contracts and Regulations, or delegate.
 - 1.6 "OMWBE" means the Office of Minority and Women's Business Enterprises of the state of Washington.
 - 1.7 "Minority Business Enterprise", "Minority-Owned Business Enterprise", or "MBE" means a business organized for profit, performing a commercially useful function, which is owned and controlled by one or more minority individuals and which is certified by the OMWBE.
 - 1.8 "Women's Business Enterprise", "Women-owned Business Enterprise", or "WBE" means a business organized for profit, performing a commercially useful function, which is owned and controlled by one or more women and which is certified by the OMWBE.
2. CONTRACTOR NOT EMPLOYEE OF DEPARTMENT - The Contractor, its employees or agents performing under this Contract Agreement are not employees or agents of the Department. The Contractor will not hold himself/herself out as, nor claim to be, an officer or employee of the Department or of the state of Washington by reason hereof, nor will he/she make any claim of right, privilege, or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.
3. NON-DISCRIMINATION - During the performance of this Contract Agreement, the Contractor shall comply with all requirements of federal, state, and local non-discrimination statutes and regulations. These requirements include, but are not limited to:
 - 3.1 Non-discrimination in employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

The Contractor shall take affirmative action to ensure that employees, including apprentices and volunteers, are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment, and selection for training.
 - 3.2 Non-discrimination in Client Services. The Contractor shall not, on grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:
 - A. Deny an individual any services or other benefits provided under this Contract Agreement.
 - B. Provide any service(s) or other benefits to an individual, which are different, or are provided in a different manner from those provided to others under this Contract Agreement.
 - C. Subject any individual to segregation or separate treatment in any manner related to the receipt of any service(s) or other benefits provided under this Contract Agreement.

D. Deny any individual an opportunity to participate in any program provided by this Contract Agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this Contract Agreement. The Contractor, in determining (a) the types of services or other benefits to be provided; (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (c) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria, methods or administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental, or physical handicap.

3.3 Americans with Disabilities Act, and any other Federal, State, or local regulations regarding the rights of individuals or groups shall be abided by in the performance of this Contract Agreement where appropriate.

3.4 Non-compliance with Non-discrimination Requirements - In the event of the Contractor's non-compliance or refusal to comply with the non-discrimination requirements, this Contract Agreement may be rescinded, canceled, or terminated, in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this non-compliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

4. POLICIES AND PROCEDURES - In connection with such services rendered hereunder, the Contractor agrees to comply with applicable Department/ Institution policies and procedures relative to custody of inmates and security/operation of the institution such as, but not limited to, fingerprinting, photographs for identification purposes, and searches.

5. UTILIZATION OF MINORITY-OWNED AND WOMEN-OWNED BUSINESSES - During the performance of this Contract Agreement, the Contractor shall comply with Chapter 39.19 RCW, as now existing or hereafter amended, any rule adopted under that Chapter by OMWBE and/or any policy or regulations adopted by the Department to effect agency compliance with that Chapter.

In the event that the Contractor fails to comply with any requirements set forth in the text of the contract instrument, relative to the utilization of minority and/or women-owned businesses, the Department may take such action or actions as are provided to the Department under Chapter 39.19 RCW.

If the Contractor prevents or interferes with any Subcontractor's compliance with these provisions, or submits false or fraudulent information to the Department regarding compliance with this provision, the Contractor shall be subject to a fine not to exceed One Thousand Dollars (\$1,000) in addition to any other penalties or sanctions prescribed by law.

6. BILLING PROCEDURES - The Contractor's compensation for goods and services rendered under this Contract Agreement shall be as set forth in the text of the contract instrument attached hereto. Any additional goods or services furnished by the Contractor in excess of that set forth in the text of the contract instrument attached hereto must have prior written approval of the Secretary.

At the intervals prescribed by the Department, the Contractor shall submit a state invoice voucher form prepared in triplicate (original and two signed copies) in the manner prescribed by the Department. Such vouchers shall contain a detailed statement of contract services performed for which the Contractor is seeking compensation. These vouchers shall also include such information as is necessary for the Department to determine the exact nature of all expenditures by Contractor for which reimbursement is sought and, as appropriate, identify all personnel for whom compensation is sought, the amount of hours each individual worked, and the rate of compensation for each.

The Contractor shall submit all travel expenses for which reimbursement is sought on a state travel expense voucher form, completed and signed by the Contractor. These expenses shall be submitted at the intervals and in the manner prescribed by the Department.

Payment shall be considered timely if made by the Department within 30 work days after the date of receipt. The Department may, in its sole discretion, withhold payments due the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract Agreement.

7. INDEMNIFICATION - The Contractor shall defend, protect, and hold harmless the state of Washington, the Department, or any employees thereof, from and against all claims, suits, or actions arising from any negligent or deliberate wrongful act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract Agreement. The provisions of this paragraph shall not apply to any act or omission by the Contractor for which the Department, in the text of this Contract Agreement, has agreed to defend and hold the Contractor harmless. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.

8. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract Agreement upon an agreement or understanding for a commission,

percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business. The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract Agreement without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.

9. CONFLICT OF INTEREST - The Department may, by written notice to the Contractor:

9.1 Terminate the right of the Contractor to proceed under this Contract Agreement if it is found, after due notice and examination by the Contract Administrator, that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the Contractor, or an agent or representative of the Contractor, to any officer or employee of the Department, with a view towards securing this Contract Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to this Contract Agreement.

9.2 In the event this Contract Agreement is terminated as provided in (9.1) above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract Agreement by the Contractor. The rights and remedies of the Department provided for in this clause shall not be inclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Contract Administrator makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract Agreement.

10. TREATMENT OF ASSETS -

10.1 Title to all property furnished by the Department shall remain in the Department. Example: The Department provides desks for Contractor staff. Title to desks remains in the Department.

10.2 Title to all property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under the Contract Agreement, shall pass to and vest in the Department upon delivery of such property to the Contractor. Example: The Contractor purchases equipment that is a reimbursable budget line item. Title passes to and vests in the Department.

10.3 Title to all property, the costs of which is directly or indirectly reimbursed by the Department, shall pass to and vest in the Department upon delivery of such property to the Contractor. Example: Contractor receives all income from the Department. There are no other sources of funds. Although the item may not be listed in the budget, title will pass to and vest in the Department upon delivery since the costs of the item has been paid by Department funds.

10.4 Any property of the Department furnished to the Contractor shall, unless otherwise provided herein, or approved by the Contract Administrator, be used only for the performance of this Contract Agreement.

10.5 The Contractor shall be responsible for any loss or damage to property of the Department which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, and shall maintain an inventory of Department property.

10.6 Upon the happening of loss or destruction of, or damage to, any Department property, the Contractor shall notify the Contract Administrator thereof and shall take all reasonable steps to protect that property from further damage.

10.7 The Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation of this Contract Agreement.

10.8 All purchases of equipment by Contractors for programs administered by Contractors, which are property of the Department as defined herein, are to be received at the institution/location for control and tagging and entry into the Capital Asset Management System (CAMS) before distribution to the Contractor for use.

10.9 All references to the Contractor under this clause shall include any of his/her employees, agents, or Subcontractors.

11. NON-ASSIGNABILITY - The Contractor may not assign any of the Contractor's duties, obligations, rights, or claims assumed or created under this contract without the express prior written consent of the Department signed by the Secretary. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.

12. RECORDS, DOCUMENTS, AND DUTIES - The Contractor shall maintain such books and records, and utilize such accounting procedures and practices necessary to reflect sufficiently, accurately, and properly all direct and indirect costs of any nature expended in the performance of this Contract Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department. Should an audit conducted under the authority of this section disclose that the Contractor has been paid by the Department in excess of the agreed upon costs

(overpayment), or has been reimbursed by the Department for direct or indirect costs which are disallowed as a result of that audit, then, in either event, the Contractor shall, upon demand by the Department, repay such overpayment or reimbursement to the Department. The Contractor will retain all books, records, documents, and other material relevant to this Contract Agreement for five years after settlement, and make them available for inspection by persons authorized under this provision. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.

13. SAFEGUARDING OF INMATE INFORMATION - The use or disclosure by any party of any information concerning an inmate for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this Contract Agreement is prohibited, except by written consent of the Department or inmate, or his/her legal representative.

The Contractor agrees to abide by present and future federal and state laws and regulations in maintaining the confidentiality of agency files and records, including Criminal History Record Information (CHRI). In the event CHRI is provided to the Contractor, the Contractor shall abide by all present and future Department rules and regulations governing the use of CHRI information and shall require any of the Contractor's authorized personnel having access to CHRI to strictly adhere to the same. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.

14. RIGHTS IN DATA - Unless otherwise provided, data that originates from this Contract Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

Data which is delivered under the Contract Agreement, but which does not originate therefrom, shall be transferred to the Department with a non-exclusive, royalty free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable efforts to advise the Department, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract Agreement. The Department shall receive prompt written notice of each notice, claim, or copyright infringement received by the Contractor with respect to any data delivered under this Contract Agreement. The Department shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor. The provisions of this section shall survive any termination or the expiration of this Contract Agreement.

The Contractor shall not use or in any manner disseminate such work product or program to any third party without the prior written permission of the Department. The Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or subcontractors shall not copy or duplicate any programs or work products or any portion thereof, in any form, or make any disclosure with reference thereto any third party.

15. SUB-CONTRACTING - The Contractor shall not enter into sub-contracts for any of the work contemplated under this Contract Agreement without obtaining prior written approval of the Contracts Administrator of the Department or his/her delegate.
16. LICENSING AND ACCREDITATION STANDARDS - The Contractor shall comply with all applicable local, state and federal licensing and accrediting requirements/standards, necessary in the performance of this Contract Agreement.
17. INDUSTRIAL INSURANCE COVERAGE - As required by statutes or regulations, the Contractor shall provide or purchase industrial insurance coverage prior to performing work under this Contract Agreement. The Department will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any Sub-contractor, or employee of the Contractor, which might arise under these industrial insurance laws during performance of duties and services under this Contract Agreement.
18. RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to the Department, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract Agreement.
19. ADVANCE PAYMENTS PROHIBITED - No payment in advance or in anticipation of services or supplies to be provided under this Contract Agreement shall be made by the Department.
20. NON-AVAILABILITY OF FUNDS - In the event funding from state, federal, or other sources is unavailable, withdrawn, reduced, insufficient, or limited in any way, the Department may terminate the Contract Agreement under the "Termination

for Convenience" clause, (without the five-day notice requirement) subject to renegotiation under any new funding limitations and conditions.

21. **WAIVER OF DEFAULT** - Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract Agreement, unless stated to be such in writing, signed by the Secretary of the Department, and attached to the original Contract Agreement.
22. **CHANGES AND MODIFICATIONS** - The Secretary may, at any time, by written notification to the Contractor, and without notice to any known guarantor or surety, make unilateral changes in the scope of the services to be performed under the Contract Agreement, the period of performance, or the price. These unilateral changes shall be effective as set forth in the amendment to the Contract Agreement or upon signature by the Secretary, if no date has been set forth.

The Contractor will be deemed to have accepted any such unilateral change unless the Contractor notifies the Department's Contracts Administrator of the Contractor's non-acceptance of such unilateral change within fifteen (15) calendar days after the date the change notice is signed by the Secretary. The Contractor and the Department will then use good faith efforts to negotiate a change acceptable to both parties. Failure to agree on an acceptable change shall be a dispute concerning a question of fact within the meaning of clause #23, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the Contract Agreement as changed.

23. **DISPUTES** - Except as otherwise provided in the Contract Agreement, should a dispute arise between the parties hereto, with respect to the terms of this contract or the performance thereof, and it cannot be resolved informally, the parties shall refer the dispute to an independent arbitrator selected by mutual agreement of the Contractor and the Department. The arbitrator so chosen shall establish procedures for an arbitration hearing and shall render a decision resolving the dispute. The arbitrator's decision shall be binding on both parties, unless either party delivers written objection to the decision to the non-objecting party within ten (10) working days after receiving the decision by the arbitrator. The arbitrator's fee will be shared equally by the parties, but neither party shall be financially responsible for the costs incurred by the other party in connection with the arbitration. The parties agree that this dispute process shall precede the commencement of any legal action.

Should either party hereto commence any action in a state or federal tribunal with respect to the dispute decided by arbitration hearing, then the party bringing the action shall bear all court costs and attorney fees if the decision of the arbitrator is substantially upheld. If the decision of the arbitrator is not upheld, then each party shall bear its own costs and attorney fees.

24. **TERMINATION** -

24.1 **FOR DEFAULT** - The Secretary may, by written notice, terminate the Contract Agreement in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract Agreement and the replacement or cover Contract Agreement and all administrative costs directly related to the replacement Contract Agreement, i.e., cost of the competitive bidding, mailing, advertising, and staff time: Provided, that if (A) it is determined for any reason the Contractor was not in default, or (B) the Contractor's failure to perform is without his/her and/or his/her Sub-contractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.

24.2 **FOR CONVENIENCE** - Except as otherwise provided in this Contract Agreement, the Secretary may, by five (5) day's written notice beginning on the second day after the mailing, terminate this Contract Agreement, in whole or in part, when it is in the best interests of the Department. If this Contract Agreement is so terminated, the Department shall be liable only for payment in accordance with the terms of this Contract Agreement for services rendered prior to the effective date of termination.

25. **TERMINATION PROCEDURE** - Upon termination of this Contract Agreement, the Department, in addition to any other rights provided in this Contract Agreement, may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this Contract Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department, and the amount agreed upon by the Contractor and the Secretary for (A) completed work and services for which no separate price is stated, (B) partially completed work and services, (C) other property or services which are accepted by the Department, and (D) the protection and preservation of property, unless the termination is for default, in which case the Secretary shall determine the extent of the liability of the Department. Failure to agree with such

determination shall be a dispute within the meaning of the "Disputes" clause of this Contract Agreement. The Department may withhold from any amounts due the Contractor for such completed work or services such sum as the Secretary determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Secretary, the Contractor shall:

- 25.1 Stop work under the Contract Agreement on the date, and to the extent specified, in the notice;
 - 25.2 Place no further orders or sub-contracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract Agreement as is not terminated;
 - 25.3 Assign to the Department, in the manner, at the times, and to the extent directed by the Secretary, all of the rights, titles, and interest of the Contractor under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
 - 25.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and sub-contracts, with the approval or ratification of the Secretary to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
 - 25.5 Transfer title to the Department and deliver in the manner, at the time, and to the extent, if any, as directed by the Secretary, any property which, if the Contract Agreement had been completed, would have been required to be furnished to the Department.
 - 25.6 Complete performance of such part of the work as shall not have been terminated by the Secretary; and
 - 25.7 Take such action as may be necessary, or as the Secretary may direct, for the protection and preservation of the property related to this Contract Agreement which is in the possession of the Contractor and in which the Department has or may acquire an interest.
26. **GOVERNING LAW** - This Contract Agreement shall be governed by the laws of the state of Washington. Any action brought hereunder must be brought in Thurston County, Washington.
 27. **SEVERABILITY** - If any provision of this Contract Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract Agreement which can be given effect without the invalid provision, and to this end the provisions of this Contract Agreement are declared to be severable.
 28. **CONSTRUCTION** - Nothing in this Contract Agreement shall be construed to create a right enforceable by or in favor of any third party.
 29. **EMPLOYMENT** - During the performance of this Contract Agreement, the Contractor shall comply with all requirements of the federal Immigration Reform and Control Act (IRCA) and any regulations adopted by the Department of Justice Bureau of Immigration and Naturalization Services to implement the IRCA. The provisions of this paragraph shall be in addition to any other requirements set forth in the text of the contract instrument attached hereto or any attachments thereto.
 30. **HEALTH RISKS** - There is potential risk to blood borne or other body fluid diseases to personnel who work in or at a DOC facility. It is your responsibility under Chapter 296-62-08001 Washington Administrative Code (WAC) to ensure personnel in your employment and in a DOC site are trained in the requirements of this standard and that you provide adequate protection for your staff consistent with the standard.

If the Contractor is a health care provider whose primary duties are the medical or physical care of inmates or emergency or medical treatment of employees, you are responsible to understand and abide by the requirements of Chapter 296-62-08001 WAC as well as standard medical practice.
 31. **LIMITATION OF LIABILITY** - The parties agree that neither the Department nor the Contractor shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This section does not modify any sections regarding retainages or any special conditions as are elsewhere agreed to herein between the parties.

The damages specified in the sections titled Termination for Default and Records, Documents, and Duties are not consequential, incidental, indirect or special damages as that term is used in this section.

Neither the Department nor the Contractor shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor or the Department. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the Department acting in either its sovereign or contractual capacity, war, explosions, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without the fault or negligence of the Contractor, the Department, or their respective subcontractors.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

32. PUBLICITY – The Contractor agrees to submit to the Department all advertising, sales promotion, and other publicity matters relating to this Contract wherein the Department's name is mentioned or language used from which the connection of the Department's name therewith may, in the Department's judgment, be inferred or implied. The Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the Department.
33. PATENT AND COPYRIGHT INFRINGEMENT - The Contractor will, at its expense, defend or settle any claim against the Department that the software or any work products supplied hereunder infringe any patent, copyright, utility model, industrial design, mask work, or trademark. The Contractor will pay resulting costs, damages, and attorneys' fees finally awarded provided that the Department: (a) Promptly notifies the Contractor in writing of the claim; and (b) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant the Contractor sole control of the defense and all related settlement negotiations.

The Contractor will pay all costs of such defense and settlement and any costs and damages awarded by a court or incurred by the Department, except costs paid to the Office of the Attorney General as legal fees. If such claim has occurred, or in the Contractor's opinion is likely to occur, the Department agrees to permit the Contractor at its option and expense, either to procure for the Department the right to continue using the software and/or work product or to replace or modify the same so that they become non-infringing and functionally equivalent. If a court enjoins use of the software and/or work product and the Contractor determines that none of these alternatives are reasonably available, the Contractor, at its risk and expense, will take back the software and/or work product and refund its depreciated value. Depreciated value shall be calculated on the basis of a useful life of five years commencing on the date of completion of the work product and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of 365 days per year.

The Contractor has no liability for any claim of infringement arising from: the Contractor's compliance with any designs, specifications, or instructions of the Department; modification of the software by the Department or a third party without the prior knowledge and approval of the Contractor; or use of the software in a way not specified by the Contractor; unless the claim arose against the Contractor's software or services independently of any of these specified actions.

34. ENTIRE AGREEMENT - The Contract, these Terms and Conditions, and all attachments and amendments thereto, constitute the entire agreement between the Contractor and the Department and no other statements or representations, written or oral, shall be deemed a part thereof.

EXHIBIT C

Scoring Example

The following is an example illustrating the approach the Department will use to score the responses to the RFP. In this example Vendor 5 is the Apparent Successful Vendor

<u>Technical (T) - 22 Maximum Points</u>	<u>Score</u>
Vendor 1	22.00
Vendor 2	18.00
Vendor 3	20.00
Vendor 4	18.00
Vendor 5	20.00

<u>Qualifications (Q) - 24 Maximum Points</u>	<u>Score</u>
Vendor 1	17.00
Vendor 2	20.00
Vendor 3	20.00
Vendor 4	24.00
Vendor 5	22.00

<u>Cost (C) - Maximum 54 Points</u>	<u>Score</u>
Lowest Total Collect Cost - 28 Points	
Vendor 1 \$8,027,581.10	26.62
Vendor 2 \$8,612,470.65	24.82
Vendor 3 \$8,165,022.60	26.18
Vendor 4 \$8,545,278.00	25.01
Vendor 5 \$7,633,083.68	28.00

Lowest Total Alternative Cost - 12 Points	
Vendor 1 \$2,409,978.60	6.79
Vendor 2 \$1,362,975.90	12.00
Vendor 3 \$1,493,289.38	10.95
Vendor 4 \$1,831,131.00	8.93
Vendor 5 \$2,158,600.28	7.58

Lowest Combined Cost - 10 Points	
Vendor 1 \$10,437,559.70	9.25
Vendor 2 \$9,975,446.55	9.68
Vendor 3 \$9,658,311.98	10.00
Vendor 4 \$10,376,409.00	9.31
Vendor 5 \$9,791,683.95	9.86

Lowest vendor commission percentage rate - 4 Points	
Vendor 1 41.00%	4.00
Vendor 2 51.00%	3.22
Vendor 3 48.00%	3.42
Vendor 4 45.00%	3.64
Vendor 5 42.00%	3.90

<u>Final RFP Score</u>				
<u>Vendor</u>	<u>Technical</u>	<u>Qualifications</u>	<u>Cost</u>	<u>Total Score</u>
Vendor 1	22.00	17.00	46.66	85.66
Vendor 2	18.00	20.00	49.72	87.72
Vendor 3	20.00	20.00	50.55	90.55
Vendor 4	18.00	24.00	46.89	88.89
Vendor 5	20.00	22.00	49.34	91.34

EXHIBIT D

Examples of Vendor Cost Proposal:

Vendor 1

Vendor Proposed Rates						
	Commission rate		41.00%			
Type of Call	Surcharge	Per minute rate	Flat Rate	20 Minute Call Cost	Family Costs	
Collect						
Local	\$1.50	\$0.20		\$5.50	\$2,229,808.35	
interLata	\$1.50	\$0.30		\$7.50	\$2,111,418.75	
intraLata			\$5.00	\$5.00	\$3,686,354.00	
Interstate	\$2.50	\$0.50		\$12.50	\$8,027,581.10	
International	\$3.00	\$0.75		\$18.00		
Prepaid/Debit						
Local		\$0.10		\$2.00	\$347,502.60	
interLata		\$0.20		\$4.00	\$482,610.00	
intraLata			\$5.00	\$5.00	\$1,579,866.00	
Interstate	\$2.00	\$0.25		\$7.00	\$2,409,978.60	
International	\$2.50	\$0.50		\$12.50		
					Total Family Costs	
Call Data (total calls - 2003 data)						
70.00%	Collect	30.00%	Prepaid/Debit		\$10,437,559.70	
	579,171	Local Calls				
	402,175	interLata Calls				
	1,053,244	intraLata Calls				

EXHIBIT D

Examples of Vendor Cost Proposal:

Vendor 2

Vendor Proposed Rates						
	Commission rate		51.00%			
Type of Call	Surcharge	Per minute	Flat Rate	20 Minute Call Cost	Family Costs	
Collect						
Local	\$1.00	\$0.15		\$4.00	\$1,621,678.80	
interLata	\$1.50	\$0.25		\$6.50	\$1,829,896.25	
intraLata	\$2.00	\$0.25		\$7.00	\$5,160,895.60	
Interstate	\$2.50	\$0.50		\$12.50	\$8,612,470.65	
International	\$3.00	\$0.75		\$18.00		
Prepaid/Debit						
Local		\$0.05		\$1.00	\$173,751.30	
interLata		\$0.10		\$2.00	\$241,305.00	
intraLata		\$0.15		\$3.00	\$947,919.60	
Interstate	\$2.00	\$0.25		\$7.00	\$1,362,975.90	
International	\$2.50	\$0.50		\$12.50		
					Total Family Costs	
Call Data (total calls - 2003 data)						
70.00%	Collect	30.00%	Prepaid/Debit	\$9,975,446.55		
	579,171	Local Calls				
	402,175	interLata Calls				
	1,053,244	intraLata Calls				

EXHIBIT D

Examples of Vendor Cost Proposal:

Vendor 3

Vendor Proposed Rates

Commission rate 48.00%

Type of Call	Surcharge	Per minute rate	Hybrid Flat Rate (15 min)	Hybrid Flate Rate (per minute charge)	20 Minute Call Cost
Collect					
Local	\$1.50	\$0.15			\$4.50
interLata	\$1.50	\$0.20			\$5.50
intraLata	\$1.50	\$0.25			\$6.50
Interstate	\$2.50	\$0.50			\$12.50
International	\$3.00	\$0.75			\$18.00
Prepaid/Debit					
Local			\$1.25	\$0.10	\$1.75
interLata			\$1.50	\$0.10	\$2.00
intraLata			\$2.50	\$0.10	\$3.00
Interstate	\$2.00	\$0.25			\$7.00
International	\$2.50	\$0.50			\$12.50

Family Costs

\$1,824,388.65
 \$1,548,373.75
\$4,792,260.20
\$8,165,022.60

\$304,064.78
 \$241,305.00
\$947,919.60
\$1,493,289.38

Total Family Costs

\$9,658,311.98

Call Data (total calls - 2003 data)

70.00% Collect 30.00% Prepaid/Debit

579,171 Local Calls
 402,175 interLata Calls
 1,053,244 intraLata Calls

EXHIBIT D

Examples of Vendor Cost Proposal:

Vendor 4

Vendor Proposed Rates

Commission rate 45.00%

Type of Call	Surcharge	Per minute rate	Flat Rate	20 Minute Call Cost
Collect				
Local			\$6.00	\$6.00
interLata			\$6.00	\$6.00
intraLata			\$6.00	\$6.00
Interstate			\$6.00	\$6.00
International			\$6.00	\$6.00
Prepaid/Debit				
Local			\$3.00	\$3.00
interLata			\$3.00	\$3.00
intraLata			\$3.00	\$3.00
Interstate			\$3.00	\$3.00
International			\$3.00	\$3.00

Family Costs

\$2,432,518.20
 \$1,689,135.00
\$4,423,624.80
\$8,545,278.00

\$521,253.90
 \$361,957.50
\$947,919.60
\$1,831,131.00

Total Family Costs

\$10,376,409.00

Call Data (total calls - 2003 data)

70.00% Collect 30.00% Prepaid/Debit

579,171 Local Calls
 402,175 interLata Calls
 1,053,244 intraLata Calls

EXHIBIT D

Examples of Vendor Cost Proposal:

Vendor 5

Vendor Proposed Rates

Commission rate		42.00%			
Type of Call	Surcharge	Per minute rate	Flat Rate for 5 minutes	Per minute rate after flate rate	20 Minute Call Cost
Collect					
Local			\$0.75	\$0.20	\$3.75
interLata			\$0.75	\$0.35	\$6.00
intraLata			\$0.75	\$0.35	\$6.00
Interstate	\$3.00	\$0.30			\$9.00
International	\$3.00	\$0.40			\$11.00
Prepaid/Debit					
Local			\$0.75	\$0.15	\$3.00
interLata			\$0.75	\$0.20	\$3.75
intraLata			\$0.75	\$0.20	\$3.75
Interstate	\$1.50	\$0.25			\$6.50
International	\$1.50	\$0.30			\$7.50

Family Costs

\$1,520,323.88
 \$1,689,135.00
\$4,423,624.80
\$7,633,083.68

\$521,253.90
 \$452,446.88
\$1,184,899.50
\$2,158,600.28

Total Family Costs

\$9,791,683.95

Call Data (total calls - 2003 data)

70.00% Collect

30.00% Prepaid/Debit

579,171 Local Calls
 402,175 interLata Calls
 1,053,244 intraLata Calls

EXHIBIT E

Vendor Cost Proposal Form:

Vendor _____

Vendor Proposed Rates

Commission rate

Type of Call	Surcharge	Per minute rate			20 Minute Call Cost
Collect					
Local					
interLata					
intraLata					
Interstate					
International					
Prepaid/Debit					
Local					
interLata					
intraLata					
Interstate					
International					

Family Costs

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total Family Costs

\$0.00

Call Data (total calls - 2003 data)

70.00% Collect

30.00% Prepaid/Debit

579,171 Local Calls
 402,175 interLata Calls
 1,053,244 intraLata Calls

Exhibit F

DOC Policy 450.200

STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS POLICY DIRECTIVE <input checked="" type="checkbox"/> Offender Manual <input checked="" type="checkbox"/> Spanish	PRISON/PRE-RELEASE SIGNATURE: DATE: _____ HAROLD W. CLARKE, SECRETARY <small>TITLE</small>	<small>NUMBER</small> DOC 450.200 <small>ISSUANCE DATE</small> 7/5/05 <small>PAGE NUMBER</small> 1 of 6
TELEPHONE USE BY OFFENDERS		

SUPERSESSION:

DOC 450.200 effective 5/9/03

REFERENCES:

DOC 100.100 is hereby incorporated into this policy directive; RCW 9.73; WAC 137-48-050; ACA 4-4497; DOC 450.210 Offender Telephone Monitoring and Recording; DOC 595.500 Legal Access for Offenders

POLICY:

- I. (4-4497) Offenders in Prison and Pre-Release facilities are provided access to public telephones subject to limitations and restrictions to ensure the security and order of the facility and to protect the public.
- II. Offender telephone systems in Prison and Pre-Release facilities will require offenders to use an Inmate Personal Identification Number (IPIN) when placing phone calls, to provide a means of identifying the offender who initiated a call in the event of a security concern or a complaint from the public.

DIRECTIVE:

- I. Inmate Personal Identification Number
 - A. Offenders will be assigned an 8-digit IPIN upon intake at Washington Corrections Center (WCC) or Washington Corrections Center for Women (WCCW). An offender's IPIN will remain the same throughout his/her incarceration.
 1. Offenders will be shown a training video in English or Spanish during orientation to instruct them on the use of an IPIN.
 2. Each offender will sign DOC 21-421 Acknowledgment of Monitoring Telephones and Conversations/Receipt of Inmate Personal Identification Number (IPIN) acknowledging receipt of an IPIN and notification of telephone monitoring.
 3. Offenders are responsible for the security of their IPINs.
 - B. Offenders will immediately report lost, stolen, or compromised IPINs to facility staff. The facility staff will report to the Headquarters IPIN Administration staff via FAX, phone, or email so the IPIN may be permanently deactivated.

NUMBER	TITLE	EFFECTIVE DATE	PAGE NUMBER
DOC 450.200	TELEPHONE USE BY OFFENDERS	7/5/85	2 of 5

1. Offenders may be charged \$2 for a replacement IPIN. Offenders will not be denied an IPIN because of indigency.
- C. Offenders should report non-working IPINs and other related problems by completing DOC 21-754 Offender Telephone Action Form and giving it to unit staff. Unit staff will initiate the process to have the problem resolved as soon as possible.
- D. The Headquarters IPIN Administration staff will:
1. Assign IPINs.
 2. Monitor Reception Center admissions and transfers, and ensure activation of IPINs at the correct location, and
 3. Provide regular reports to each facility listing the IPINs for offenders at that location. These reports will be kept in a secure location and only be accessible to staff designated by the Superintendent.
- E. Each Superintendent will designate an IPIN Coordinator to serve as the liaison between the facility and the Headquarters IPIN Administration Office. The IPIN Coordinator will respond to staff and offender problems concerning IPINs.
- II. Telephone Monitoring
- A. Superintendents will establish procedures that enable monitoring of conversations on all offender-used telephones per DOC 450.210 Offender Telephone Monitoring and Recording.
1. The contents of an intercepted and recorded telephone conversation will be divulged only as necessary to safeguard the orderly operation of the facility, in response to a court order, or in the prosecution or investigation of any crime.
 2. Only the Superintendent and his/her designee will have access to the recordings unless otherwise provided for by law and/or policy.
 3. Deaf and hearing impaired offender telephone calls placed on Teletype/Telecommunication Device for the Deaf (TTY/TDD) machines from staff or offender telephone lines are subject to the same monitoring as all other offender telephone calls, except for legal calls. Deaf or hearing impaired offenders may be required to use a teletype roll of paper with the TTY/TDD machine. When the call is completed, the used teletype paper will be turned in to designated staff for monitoring purposes.
- III. Offender Initiated Personal Calls
- A. Offenders will not have unsupervised access to staff telephones.

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- B. Superintendents will set hours of availability and limitations for offender initiated personal calls.
- C. Offenders will have personal access to phones that only have collect call options and are located in accessible areas.
- D. Offenders will not use the telephone system to continue or initiate criminal activity.
- E. Custom call features such as, 3-way calling, call forwarding, etc., are not permitted.
- F. Offenders must enter their IPIN to initiate a telephone call and are responsible for all calls made using their assigned IPIN. An offender's IPIN will work at the facility where she is assigned.
 - 1. At the beginning of each call a recorded message will be played to notify the recipient:
 - a. That the call is originating from a Washington State Department of Corrections offender,
 - b. The name of the offender,
 - c. To hang up if they do not wish to receive the call; and
 - d. That the call will be recorded and may be monitored.
- G. Telephones are programmed to restrict calls to 20 minutes.
- H. TTY/TDD phones available to deaf or hearing impaired offenders are programmed to restrict calls to 60 minutes, the equivalent of a 20 minute call for a non-hearing impaired person.
- I. An offender who has an incarcerated spouse may be allowed one non-IPIN, monitored SCAN call every 30 days.
 - 1. The call will not exceed 15 minutes.
 - 2. These calls will be arranged, supervised, and documented by designated staff.
 - 3. The offender must provide proof of marriage prior to this type of SCAN call being placed.
 - 4. The Superintendent/designee of the facility receiving the call must approve.
- J. Superintendents or designees may permit an offender the use of a non-IPIN SCAN telephone line under compelling circumstances such as family emergencies. This type of call will be placed and supervised by staff.

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- K. Any violations of this policy directive may result in the loss or suspension of telephone privileges via the disciplinary or classification process.

IV. Offender Telephone Use In Work Assignments

- A. Offenders will not be allowed to place telephone calls to numbers outside the facility from their work areas.
- B. Offenders may use telephones that access numbers outside the facility if:
 1. Staff dial the call and the person receiving the call is notified that s/he will be talking to an offender, or
 2. The call is part of a tele-answering program for Correctional Industry (CI) customers who are notified they will be talking to an offender.
- C. Offenders may use telephones that access inside or outside the facility to speak to Department staff or other offender workers to conduct work-related discussions if staff place the calls.
- D. Regional Administrators may approve exceptions to requirements for offender telephone use in work assignments in writing and will forward a copy to the Office of Correctional Operations (OCO) Deputy Secretary.
- E. Superintendents must review and approve each offender who will have access to telephones as part of his/her assigned work program.
 1. Offenders with a conviction or history of a sex offense will not be allowed telephone access.
 2. Offenders with a conviction or history of fraud or other predatory behavior, where the offender has demonstrated a process of grooming the victim through stalking or otherwise laying the groundwork for the criminal act, will not be allowed telephone access.

V. Access to Phone Numbers

- A. Any offender with a conviction or history of a sex offense will not have access to names, addresses, or phone numbers of private individuals while performing his/her duties in an offender work program.
- B. Offenders will not have unsupervised access to "white page" listings of any public telephone directory.
- C. Telephone directories are not allowed in any offender "common area."

VI. Attorney Calls and Calls to Consular Officers

- A. Prearranged attorney calls and calls to consular officers will not be intercepted, recorded, or monitored.

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1. Offenders who are citizens of foreign countries will be allowed to contact their consulate.

5. The following are requirements for offender-attorney calls and calls to consular officers:
 1. An offender, his/her attorney, or his/her consular officer will be responsible for the cost of the unmonitored and unrecorded telephone calls.
 2. All offender-attorney calls and calls to consular officers will be placed by staff and will be made on a designated telephone. Staff will not listen to the conversation, but will maintain visual contact of the offender when the offender is in an area where security or information may be compromised.
 3. The offender will provide staff with the name, location, and telephone number of the attorney's firm or consular office.
 4. The staff will verify that the information provided is in fact that of a bona-fide attorney or consular officer. The verification need not be made in the offender's presence.
 - a. This verification should be made by using the Resources/Directory of Attorneys that is published by the Washington State Bar Association each year, the telephone directory, directory information, or by placing a verification call.
 - b. The Locator Operator of the United States Department of State will be called by staff at (202) 647-4000 to confirm the telephone number of the offender's nearest consular officer.
 5. If an offender is suspected of abusing the use of attorney calls (i.e., an offender calls daily and the attorney continues to refuse to accept those charges), appropriate restriction for a specified period of time may be invoked.
 6. Frequency limitations may be requested and invoked for abuses. Frequency limitations may not be applied unless there is verifiable evidence that the offender is abusing the process and this process is not necessary to avail the offender of communication with his/her attorney or for access to the courts.
 - a. The Superintendent will document the apparent abuse and submit it to the OCO Deputy Secretary for authorization before the restriction is applied.
 - b. The offender will be informed in writing of the reason(s) for and the conditions of the restriction.
 7. Ledgers documenting attorney calls and calls to consular officers will be maintained.

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- a. Ledgers are confidential and the contents are divulged only at the direction of the Superintendent.
- b. The ledger will contain the following information:
 - 1) Offender name,
 - 2) When the request call was made,
 - 3) Whether the request was honored, and
 - 4) Staff who received the request.

DEFINITIONS:

Words/terms appearing in this policy directive may be defined in the glossary section of the Policy Directive Manual.



ATTACHMENTS:

None

DOC FORMS (See Appendix):

DOC 21-421 Acknowledgment of Monitoring Telephones and Conversations/Receipt of Inmate Personal Identification Number (IPIN)
DOC 21-754 Offender Telephone Action Form

**Exhibit F
DOC Policy 450.210**

 <p>STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS</p> <p>POLICY DIRECTIVE</p> <p><input type="checkbox"/> Offender Manual <input type="checkbox"/> Spanish</p>	PRISON	NUMBER DOC 450.210
	SIGNATURE	DATE
	 JOSEPH D. LEHMAN, SECRETARY	EFFECTIVE DATE 10/3/02
	TITLE OFFENDER TELEPHONE MONITORING AND RECORDING	PAGE NUMBER 1 of 4

SUPERSESSION:

DOP 450.210 effective 1/23/95

REFERENCES:

DOC 100.100 is hereby incorporated into this Policy Directive; RCW 9.73.095; DOC 450.200 Telephone Use by Offenders

POLICY:

- I. The Department shall provide guidelines for the implementation and use of an offender telephone monitoring/recording system to enhance facility security, increase offender and public safety, and reduce the occurrence of criminal activities or activities that could be a threat to the orderly operation of a correctional facility.
- II. Offenders' constitutional rights shall be protected by providing for unmonitored legal phone calls per DOC 450.200 Telephone Use by Offenders.

DIRECTIVE:

- I. Responsibility
 - A. The Correctional Intelligence Manager (CIM)/designee has overall responsibility for Offender Telephone Monitoring and Recording (T/M).
 - B. The CIM/designee shall conduct an annual inspection and submit a report to the Office of Correctional Operations (OCO) Assistant Deputy Secretary/designee.
- II. Implementation
 - A. Activation of the monitoring program may begin only upon the specific written permission of the OCO Assistant Deputy Secretary/designee.
 1. A Tele-Monitoring Pre-Operational Compliance audit must be completed before a facility Superintendent or Correctional Investigator may request the activation of the monitoring program.

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2. The CIM/designee must complete an on-site verification audit to determine a facility's readiness and submit a letter and report of compliance to the OCO Assistant Deputy Secretary/designee.

III. Notification

- A. The Superintendents of the Reception Centers at the Washington Corrections Center (WCC) and the Washington Corrections Center for Women (WCCW) are responsible for ensuring that all incoming offenders complete and are provided a copy of DOC 21-421 Acknowledgement of Monitoring Telephones and Conversations, and the original form is placed in Section 1 of the offender's central file.
- B. The Superintendents of the Washington State Penitentiary (WSP) and WCCW are responsible for ensuring that Offenders Sentenced to the Death Penalty (ISDP) have completed DOC 21-421 Acknowledgement of Monitoring Telephones and Conversations, and that the original form is placed in the ISDP offender's central file.
- C. Prior to initial implementation of T/M operations at a facility, the Superintendent shall ensure the offender population is notified of the activation of the monitoring/recording program by:
 1. Posting signs that advise the offenders that their calls may be monitored and recorded. These signs must be placed on or adjacent to all offender telephones at least 30 days prior to activation of the monitoring operations; and
 2. Ensuring that each offender completes and is provided a copy of DOC 21-421 Acknowledgment of Monitoring Telephones and Conversations. The original signed form shall be placed in the offender's central file.
- D. Classification Counselors and Records staff shall randomly audit offenders' central files to ensure DOC 21-421 Acknowledgement of Monitoring Telephones and Conversations is present.

IV. Monitoring Operations

- A. Access to the monitoring system shall be limited to the:
 1. Superintendent;
 2. CIM;
 3. Correctional Investigator(s); and
 4. Specific staff designated in writing by the Superintendent.
- B. Recording equipment access, including disclosure requests, shall be logged. In addition, log entries documenting system malfunctions or technician service shall be entered in red ink. The log shall contain the following:

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1. Date;
2. Time In;
3. Purpose;
4. Time Out;
5. Case number if applicable;
6. Signature; and
7. Other relevant information.

- C. Log books shall be maintained by the Chief Investigator at the facility.
- D. System demonstrations to any other Department, agency, or individual(s) must be requested in writing to the CIM.
- E. Equipment hardware and software access passwords shall be changed by the Correctional Investigator(s) or CIM quarterly, or immediately upon any assigned staff rotation, alteration, or suspected or probable system compromise. An entry shall be made in the log whenever there is a password change.
- F. All recordings shall be kept a minimum of 6 months, but no longer than one year after the interception and recording unless the recording is being used in the ongoing investigation, prosecution of a crime, or civil commitment proceeding as is necessary to ensure the orderly operation of the facility, or pursuant to a court order.

V. Disclosure

- A. The contents of an intercepted and recorded telephone conversation shall be divulged only as necessary to safeguard the orderly operation of the facility or protect an identified potential victim as determined by the Superintendent, in response to a court order, or in the prosecution or investigation of a crime.
- B. Under no circumstances may the master reel, a dubbed tape, evidence reel, or recording of an offender phone call be surrendered or released to any other person or agency without the written approval of the CIM or the OCO Assistant Deputy Secretary/designee, or in compliance with a properly executed court order.
- C. The nature and capabilities of Tele-Monitoring Operations (T/MO) are considered confidential and shall not be discussed with general staff or in front of offenders. Discussion of operations must be limited to those staff with a direct need to know.

VI. Recording Equipment

- A. The facility Chief Investigator/designee shall manage and oversee all recording operations and maintenance of recording equipment.

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1. Hardware and software malfunctions shall be reported directly to the contracted phone vendor with follow-up notification to the CIM.

B. Recording equipment shall be installed per approved telecommunication standards.

VII. Training

A. Training shall be coordinated through the CIM's office. Training shall include:

1. Applicable administrative regulations;
2. The legal aspects of monitoring;
3. Reporting responsibilities;
4. Confidentiality requirements; and
5. Technical instruction in the use of the monitoring/recording equipment.

B. Staff must successfully complete the above training before they can engage in monitoring or recording of offender phone calls.

C. Training received shall be documented and maintained through Human Resource Development System (HRDS) records. In addition to the HRDS training records, "authorization to monitor" certification shall be issued by the OCO Assistant Deputy Secretary.

DEFINITIONS:

Words/terms appearing in this Policy Directive may also be found in the Glossary section of the Policy Directive Manual.

ATTACHMENTS:

None

DOC FORMS (See Appendix):

DOC 21-421 Acknowledgement of Monitoring Telephones and Conversations

Exhibit G

RESPONSIVENESS CHECKLIST CRFP6446

Submitted by: _____

_____ Proposal submitted by or before 4:00 PM on September 19, 2005.

_____ Proposals submitted in five parts to include the following sections:

_____ Submittal letter and envelope - 1 copy (See Subsection 4.3.1)

_____ 4.3.2 Certifications and Assurances, Exhibit A

_____ Implementation Plan - 4 copies (See Subsection 2.2.2)

_____ Technical Proposal - 4 copies (See Subsection 4.4)

_____ Demonstration Video (See Subsection 5.1.10.)

_____ Qualifications Proposal - 4 copies (See Subsection 4.5)

_____ Cost Proposal - 4 copies (See Subsection 4.6)

_____ Five (5) Vendor references included (See Subsection 6.7.1.1)

NOTE: "Yes" Answers must be given in each element for the proposal to be considered responsive.

The State of Washington Department of Corrections

CRFP6446 - Offender Telephone System and Recording/Monitoring
QUESTIONS & ANSWERS

Note: These are questions that have been answered to date; more questions and answers will be posted tomorrow.

1. I'll be using a subcontractor for monitoring services. Do we need to include references as well?
 - 1A. Yes, Section 6.6 states, that any subcontractors are proposed the subcontractor relationship must be described with the proposing firm. This would include the subcontractor organization and management and reporting relationships between the vendor's firm and the subcontractor. This would also include references. Please refer to section 6.7.1.1 for what must be included in listing reference information.**
2. Is it the intent of the DOC to mean that vendors may submit only one "Prime proposal but can participate in multiple bids as a subcontractor as stated in Section 1.1?"
 - 2A. Yes, this is the intent of DOC, that vendor may submit only one proposal as the prime contractor, but may also participate in one or more proposals as a sub contractor.**
3. Please clarify the following statements:
 - Section 1, 1.1, last paragraph: "vendors may submit only one proposal as a prime contractor, but may participate as a subcontractor with another prime contractor on more than one proposal.
 - " Section 3, 3.10, "each vendor may submit only one proposal. Submission of multiple proposals is disallowed and will result in the rejection of all proposals submitted by the vendor."
- 3A. See question 2.**
4. Can a vendor be prime for one proposal and a subcontractor for another?
 - 4A. Yes.**
5. Can WA DOC provide additional detail as to if each submittal is to be submitted within its own binder, if each submittal is to be separately sealed (with all copies), and if submittals can be boxed together for delivery to WA DOC?
 - 5A. The sealed submittal envelope may be packaged with the balance of the proposal. The other four sections, the implementation plan, technical**

proposal, the qualifications proposal and cost proposal, may be submitted as tabbed sections of four individual binders.

6. At section 4.8 the use of the term MR# and MS# are both used. However in the RFP only MS# is used for scored requirements. Can WA DOC please clarify if there are any MR# requirements?

6A. There are no MR# requirements. MR are scored pass/fail, they are not weighted.

7. In section 7.1.1.1 Commission, states MR and MS#, however 7.1 states commission to be worth 4 points. Please clarify if the 4 points are correct?

7A. Section 8.4.2 Cost points, explains the maximum points and the manner of scoring to be given the various cost factors. Cost factors are divided up into four scoring subgroups; each of these subgroups is scored by dividing the numerator to the denominator and multiplying by a weighting factor. The weighting factor for determining the lowest commission rate is 4. In summary 4 is not the number of points that is awarded for lowest commission, 4 is merely the factor for weighting commission after dividing the percentage proposed by the vendor (numerator) by the commission rate percentage submitted in the vendor's proposal (denominator)

8. In section 7.1.1.1, can WA DOC provide an example of how the \$5.1M guaranteed commission and the IPD calculation will work?

8A. If the IPD is greater than zero: $(1 + \text{IPD})(\text{Current commission}) = \text{New commission}$.

If the IPD is zero or less: $\text{New commission} = \text{Current commission}$.

9. In section 7.1.1.1, can WA DOC provide additional information of how the \$5.1 guaranteed commission will relate to the period of transition of services to a new provider and the commissions to be received by WA DOC during the transition period from AT&T and any other current providers?

9A. The new provider's responsibility to pay commissions will commence when it begins to provide telephone service at that institution. The commission shall continue to be paid by the current provider until telephone services are switched over at each institution.

10. In Section 7.1.1.2, will WA DOC consider other methodology related directly to call volumes for determining calling rate adjustments?

10A. No.

11. What is the purpose of the video as shown in Section 5.1.10?

11A. To demonstrate the capabilities and use of the recording and monitoring equipment to DOC investigators.

12. Is this a replacement system or are we just modifying the existing system?

12A. The department has no ownership interest in the existing system. This is a replacement system, although some components from the existing system could be used in the new system with permission of the owners of those components. Securing permission of the component owners is the sole responsibility of the vendor.

13. What happened to the previous RFP?

13A. It was cancelled.

14. Is this a totally new RFP or is this just a modification of the previous one?

14A This is a totally new RFP.

15. (Section 2.2.3) Is the term " gross revenue generated" defined by and the same as the "Family Costs" in Exhibit E?

15A. Yes.

16. (Section 5.1.9) Department Policy #450.200 states that hearing impaired (TDD/TDY) phones are subject to the same recording and monitoring via use of tele-type paper. Does the Department expect that each TDD/TDY machine will have this or similar features or is the Department open to considering this feature on a facility-by-facility bases during implementation?

16A. Each TDD/TDY machine shall have a method for capturing and documenting the typed conversation for review to determine the content of the conversation.

17. (Section 5.1.9) Department Policy #450.200 states that a TDD/TDY call duration will be programmed for up to 60 minutes. May we assume that this call duration is actually controlled by facility staff and is not a part of core system software where the call duration is 20 minutes system-wide?

17A. The telephone line connecting the TDD/TDY device to the inmate telephone system should be part of the core system, but must be capable of being programmed to allow a 60 minute TDD/ TDY conversation.

18. (Section 5.1.9) Department Policy #450.210 indicated that "recording shall be kept....no longer than one year." Does the Department desire one year on-line or, for example, six-month on-line with archiving?

18A. The policy requires that we maintain the recording for a six-month period. Following the six months the recordings are deleted from the system and not recoverable.

19 (Section 5.1.10) Is the Department open to alternatives to a video/CD?

19A. The video must be capable of being retained and viewed with current DOC equipment.

20 (Section 5.2.4) Does this reference to an "Ethernet" connection mean the state's infrastructure (DIS) intranet service?

20A. No, the vendor will provide all infrastructures connecting the facilities to each other and to headquarters.

(a) If the answer to question 20, above, is No will the State provide the necessary firewalls and other security features?

a. No, the vendor is responsible for all firewalls and other security features.

(b) if the state cannot provide these connectivity features can the State define the firewall and related protocols/standards that are acceptable?

a. Review the Telecommunication Distribution Infrastructure Standards on the DOC web-site.

21. (Section 5.2.4) Does this mean that the Department desires all 30 facilities (15 prisons and 15 work centers) to be on a single integrated network? Or does the state want the 15 prison facilities to operate on a network and the 15 work centers to operate independently?

21A. The Department's 15 prisons will have inmate recording systems. They should be interconnected. This interconnection will allow for remote access to the recordings. The vendor is not required to record calls made from work release facilities, but the revenue generated is part of the inmate phone system.

22. (Section 5.2.7) Does the Department mean to a "housing unit or the total system" or does it mean (for example) to a "housing unit or the total *facility*"?

22A. In this context total system refers to total facility (all inmate telephones in that institution).

23. (Section 5.2.10) Can the Department identify these 9 facilities and define "provide ...until no longer needed"?

23A. The 9 facilities are:

**Airway Heights Correctional Center
Clallam Bay Corrections Center
Coyote Ridge Corrections Center
McNeil Island Correctional Center
Monroe Corrections Center
Stafford Creek Corrections Center
Washington Corrections Center
Washington Corrections Center for Women
Washington State Penitentiary**

Until no longer needed means, the later of six months after the recording was made or after the expiration of the legal/disciplinary needs which necessitates the retention.

24. (Section 5.2.11) Can the Department provide a reasonable estimate of the number of these machines on a per location basis (for example, 2 per prison site and 1 per work center)?

24A. Approximately one machine per 500 inmates with at least one machine per site.

25. (Section 6.7.1.4) In this section does the Department intend that rulings, fines, settlements, arbitrations and/or litigation before or brought by the Federal Communications Commission (FCC) and/or various state Utilities Commissions be included or excluded?

25A. It is expected that these will be included.

26. At Section 5.1.1, can WA DOC please clarify if the requirement is for system features that allow a called party to not accept calls, or if the requirement includes calls to toll free numbers, 976 numbers, and/or fraudulent calls resulting from excessive calling to a single number where payment is most likely not to be made?

26A. The agency is concerned with protecting the public from unwanted calls from inmates housed in our facilities. Offenders are not allowed to call toll free number or 976 numbers.

24. (Section 5.2.11) Can the Department provide a reasonable estimate of the number of these machines on a per location basis (for example, 2 per prison site and 1 per work center)?
- 24A. (Amended) Approximately one machine per 500 inmates with at least one machine per site. Population statistics by institution may be found at:**
http://www.doc.wa.gov/BudgetAndResearch/ResearchData/FY05_Facility_Report_06-30-05.pdf
27. At Section 5.1.2, can WA DOC please clarify this requirement? Is it the intent for WA DOC to have different phones other than the system phones from which offenders will be required to place attorney calls, or will WA DOC allow attorney calls from any telephone as long as the appropriate system configurations are in place to make sure attorney calls are recognized as such and not recorded?
- 27A. Washington requires that attorney telephones be completely separate from the inmate calling system. These calls must be processed separately and will not go through or be connected to the inmate calling system.**
28. At Section 5.1.2, although attorney calls are stated as not to be recorded, will these phones process calls through the system? If processed through the system can attorney calls be charged for – or is it WA DOC requirements that attorney calls be free?
- 28A. These calls must be processed separately and will not go through or be connected to the inmate calling system. However, these calls will be collect and paid for by the attorney. DOC will not incur any cost for an attorney call.**
29. At Section 5.1.4, does WA DOC have any such calling programs in place today and if so, can they be identified as to what programs are available to the offenders?
- 29A. No.**
30. At DOC 450.200, DIRECTIVE I.A. can WA DOC provide additional information as to the total number of PINS assigned today and if the PINS have a predetermined structure (e.g. offender number + 4 random)?
- 30A. Currently, there is no structure. It is an 8 digit number generated by the vendor. The PIN must be associated with a call list for each offender. There is one active PIN per offender.**
31. At DOC 450.200, DIRECTIVE, I.B.1 relating to IPIN replacement \$2 charge, if vendor provides the PIN administration will the vendor be able to collect this charge to offset any PIN administration staff support costs provided to WA DOC, if proposed?
- 31A. That is negotiable.**

32. At DOC 450.200, DIRECTIVE III.B.I relating to calls to incarcerated spouses in another WA DOC facility, can WA DOC please explain how this is done today and what interfaces, if any, there are to the offender telephone system?
- 32A. Spouse to spouse calls are handled outside the inmate telephone system.**
33. At DOC 450.200, please identify the term SCAN in DOC450.200 and its association to the RFP service requirements, if any.
- 33A. SCAN (State Controlled Area Network) is a dedicated telephone network managed by the State to provide low cost long distance services to public entities. It is separate from the inmate telephone system and is not part of this RFP.**
34. At DOC 450.200 and DOC450.210, what system features are currently used to support these directives, including any audits or documentation required?
- 34A. The system that is currently in place has no features built into it to provide support to these directives. All of the support comes directly from the vendor.**
35. Does WA DOC have a subscriber prepaid debit solution implemented today? If so on the call detail statistics provided in Section 2.1, please separate prepaid and debit calling call statistics from general collect calling.
- 35A. DOC only has collect calls at this time.**
36. Is WA DOC provided with PIN and allowed call administrators as part of the service today? If so, please provide number of administrators, locations, hours of work, etc.; will WA DOC provide necessary work environment (e.g. phone, workspace, etc) if they are desired to be on a WA DOC site?
- 36A. Currently one IPIN administrator is provided by the Vendor. No workspace or equipment is provided by the DOC. DOC has no information on hours of work.**

37. Can WA DOC please provide a site by site list that includes:

- Address
- General telephone number (for circuit pricing purposes)
- Number of system workstations
- Number of offender/inmate phones
- Number of TDD units
- Number of phone enclosures
- Total calls completed during the past 12 months
- Total minutes of the calls completed during the past 12 months

37A. Location name, physical address & phone information.

***Airway Heights Correction Center
(AHCC)**
11919 W. Sprague Avenue
P.O. Box 1899
Airway Heights, WA 99001-1899
509.244.6700
134 phones
14 attorney phones
3 workstations

**Ahtanum View Correctional Complex
(AVCC)**
Work Release Center
2011 S. 64th Avenue
Yakima, WA 98903
509.573.6300
5 phones

**Ahtanum View Correctional Complex
(AVCC)**
Assisted Living Facility
2009 S. 64th Avenue
Yakima, WA 98903
509.573.6300
15 phones

Bellingham Work Release
1127 N. Garden Street
Bellingham, WA 98225-5039
360.676.2150
3 phones

Bishop Lewis Work Release
703 8th Avenue
Seattle, WA 98104
206.464.7000
10 phones

Brownstone Work Release
223 S. Browne Street
Spokane, WA 99201-3617
509.363.8109
9 phones

****Cedar Creek Correction Center (CCCC)**
1 Bordeaux Road
P.O. Box 37
Littlerock, WA 98556
360.753.7278
87 phones
1 workstation

Eleanor Chase House Work Release
W 427 7th Avenue
Spokane, WA 99204-2611
509.227.7008
6 phones

Helen B Ratcliff House Work Release
1531 13th Avenue S.
Seattle, WA 98144
206.720.3005
6 phones

Lincoln Park Work Release
3706 S. Yakima
Tacoma, WA 98408
253.471.4548
3 phones

Longview Work Release
1821 1st Avenue
Longview, WA 98632
360.577.2211
6 phones

Madison Inn Work Release
102 21st Avenue East
Seattle, WA 98112
260.720.3013
3 phones

***Monroe Correctional Complex**
16700 177th Avenue SE
Monroe, WA 98272-0777
360.794.2600
139 phones
10 attorney phones
4 workstations

****Mission Creek Correctional Center for Women**
3420 NE Sand Hill Rd
Belfair, WA 98528
360.277.2400
1 workstation

***McNeil Island Correction Center (MICC)**
1403 Commercial Street
Steilacoom, WA 98388-0900
235.512.6600
108 phones
12 attorney phones
3 workstations

Olympia Work Release
1800 11th Avenue SW
Olympia, WA 98504-1140
360.586.2731
4 phones

Peninsula Work Release
1340 Lloyd Parkway
Port Orchard 98366
360.895.6158
5 phones

Progress House WTR
5601 6th Avenue
Tacoma, WA 98406
253.593.2844
10 phones

RAP House WTR
3704 S. Yakima
Tacoma, WA 98408
253.471.4546
3 phones

Reynolds WTR
410 4th Avenue
Seattle, WA 98104
206.464.6320
10 phones

***Stafford Creek Correction Center (SCCC)**
191 Constantine Way
Aberdeen, WA 98520
360.537.1800
127 phones
14 attorney phones
4 workstations

***Washington Correction Center (WCC)**
W 2321 Dayton Airport Road
Shelton, WA 98584
360.426.4433
132 phones
12 attorney phones
4 workstations

*****DOC Headquarters**
410 W 5th St.
Olympia, WA 98504
360.753.2501
3 Workstations for monitoring and downloading only.

***Washington State Penitentiary (WSP)**
1313 N. 13th Avenue
Walla Walla, WA 99362-1065
509.525.3610
140 phones
14 attorney phones
4 workstations

***Clallam Bay Correction Center (CBCC)**
1830 Eagle Crest Way
Clallam Bay, WA 98326-9723
360.963.2000
87 phones
5 attorney phone
4 workstations

***Coyote Ridge Correction Center (CRCC)**
1301 N Ephrata
P.O. Box 769
Connell, WA 99326-0769
509.543.5810
28 phones
2 attorney phones
2 workstation

****Larch Correction Center (LCC)**
15314 N.E. Dole Valley Road
Yacolt, WA 98675-9531
360.260.6300
35 phones
1 workstation

****Olympic Correction Center (OCC)**
11235 Hoh Mainline
Forks, WA 98331-9492
360.374.6181
22 phones
1 workstation

****Pine Lodge Correctional Center for Women**
751 S. Pine Street
Medical Lake, WA 99022-0300
509.299.2300
31 phones
1 workstation

***Washington Correction Center for Women (WCCW)**
9601 Bujacich Road NW
Gig Harbor, WA 99335-0017
253.858.4200
88 phones
12 attorney phones
3 attorney phones

***Designates facility currently has inmate telephone recording system.**

****Designates requiring inmate recording system; Will require attorney phones.**

***** Workstations for monitoring and downloading a recording to a CD.**

Data for the total number of calls and the total minutes will be provided as soon as it is available.

For the number of TDD units please refer to question #24. DOC owns no TDD units.

The number of phone enclosures is equal to the number of attorney phones.

38. Other than at the facilities, are there any additional system workstations required to be installed (i.e. headquarters, other non-facility location)?
- 38A. As part of the system networking, three workstations will be required for Headquarters Investigators.**
39. Are all phones located at each facility and covered under this contract to be offender/inmate phones, or are payphones located at some facilities? If payphones are located at a facility, what rates are currently charged, are the phone calls recorded and stored, and please include the number of payphone is the site-by-site information above.
- 39A. All inmate phones located at each facility will be covered under this contract. Any pay phones that are accessible to the public should be covered by the tariffs approved by the Washington State Utilities and Transportation Commission.**
40. Does WA DOC require that the vendor provide the attorney phones and any associate phone lines? If so, please include the number of attorney phones at each facility with the site-by-site detail requested above.
- 40A. Yes. See question #37.**
41. Does WA DOC require manual cut-off switches for phones, or is Offender Telephone system cut-off features allowed as the only solution? If manual cut-off switches, are the cut-off switches owned by WA DOC or the current vendor?
- 41A. Manual cut-off switches are not required as long as the ability to cut off any or all phones in a unit or institution exists within the system. DOC does not own any switches.**
42. Does WA DOC require recording at "off hook" or at time of call acceptance by the called party? If off-hook, can WA DOC please provide a total number of call attempts made during the past 12 months?
- 42A. "Off Hook" is a nice feature but not a requirement. That call information is not currently available.**

43. Can WA DOC please provide the current rates charged to the called party for collect calling; and prepaid and debit, if applicable?

43A. DOC currently has only collect calls.

Carrier	Call Type	First Minute	Ea. Add'l Minute	Comments
AT&T	Intra-State (Lata to Lata)	\$ 5.01	\$ 0.59	Rate is the same for both inter-LATA and intra-LATA
AT&T	Inter-State	\$ 5.31	\$ 0.89	
AT&T	Local	\$ 2.00		Flat rate
Qwest	Local	\$ 2.00		Flat rate
Qwest	Intra-Lata	\$ 2.67	\$ 0.16	day time
Qwest	Intra-Lata	\$ 2.61	\$ 0.10	evening, night, weekends
Verizon	Local	\$ 2.00		Flat rate
Verizon	Intra-Lata	\$ 2.00	\$ 0.20	peak time
Verizon	Intra-Lata	\$ 2.00	\$ 0.20	off-peak, weekends and holidays

AT&T 1st minute charge breakdown:

Intra-State: access fee \$3.95 + per min. \$0.59 + payphone usage charge \$0.47 = \$5.01

Inter-State: access fee \$3.95 + per min. \$0.89 + payphone usage charge \$0.47 = \$5.31

44. Can WA DOC please provide the current commission rate received under its existing Offender Telephone System contract?

44A. The commission ranges from 27% to 45% depending on the local exchange company (LEC) involved.

45. At Section 2.1, does WA DOC currently allow calling to countries outside of the United States (international calling)? If so, does WA DOC currently get commissions from international calling and can WA DOC please provide information relating to these countries and associated 12 month call detail statistics? Will these calls be collect, or only prepaid/debit?

45A Yes. See question 37 above.

46. At Section 2.1, the call detail statistics provided are from 2003. Can WA DOC please provide the most recent 12 months of call detail (total number of calls, total number of minutes) broken down by local, intralata-intrastate, interlata-intrastate, and interstate? Also see debit and prepaid calling question below.

46A. See above. (Note: Data is for 7/1/04 – 6/30/05)

AGREEMENT NOT TO DISSEMINATE

We understand that the documents that we are reviewing are provided as part of the Request for Proposals #6446 process and not under Chapter 42.17 RCW, Public Disclosure.

We further understand that the process involving the debriefing is a separate, one time process, made available to vendors only, who have submitted proposals and requested debriefings as part of the RFP process.

Finally, we agree to not further disseminate any documents made available for our review or inspection as part of this process.

Signature (Vendor)

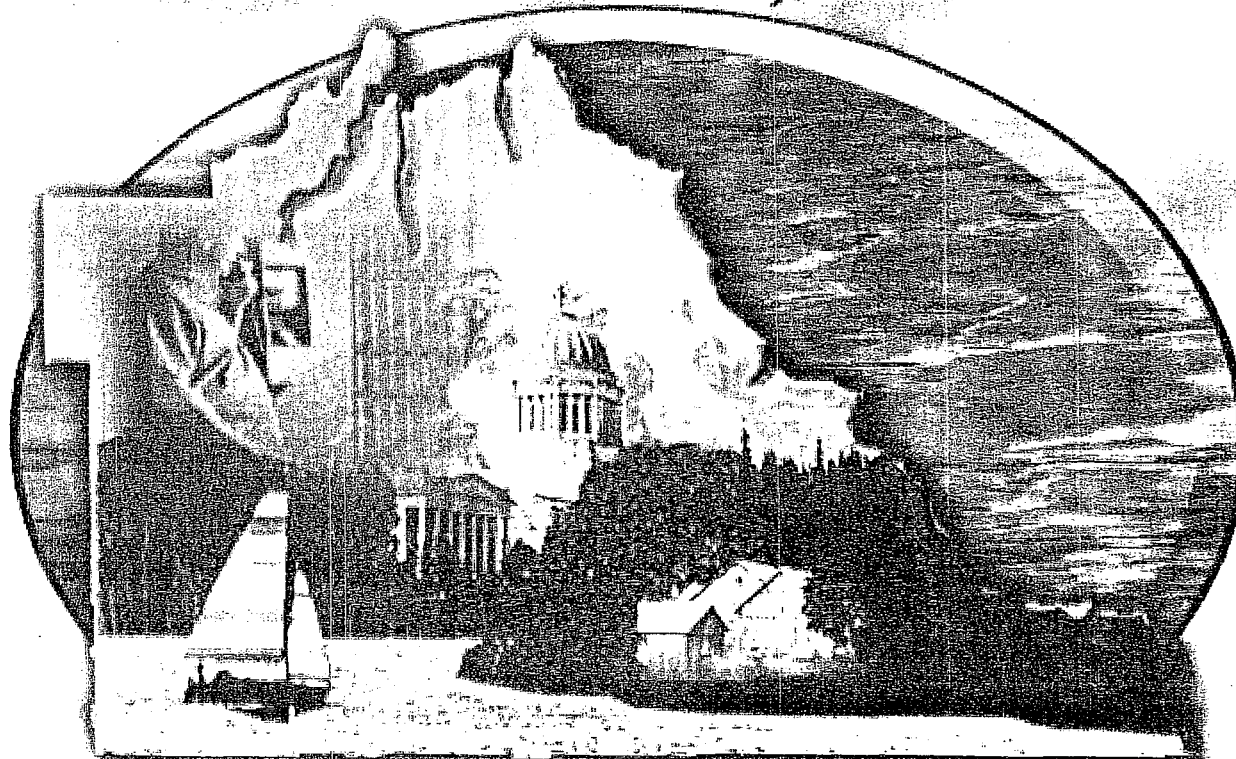
Date

Request for Proposals CRFP6446

State of Washington Department of Corrections

Offender Telephone System & Recording / Monitoring

Due on October 3, 2005



Respectfully Submitted By:

FSH Communications

FSH Communications

**SECURED
CALLING
SOLUTIONS**

FOR MAXIMUM COMMUNICATIONS CONTROL

FSH Communications

TO OUR CURRENT AND PROSPECTIVE CUSTOMERS:

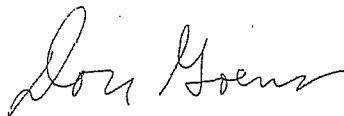
I would like to take this opportunity to introduce you to FSH Communications. We are a premiere provider of public communications systems serving the general commercial and correctional facilities markets. At a time when many major communications providers are reevaluating the strategic fit of directly serving the pay phone marketplace, FSH Communications recognizes that there is still a segment of the market needing away-from-home communications not served by other communications products. For that reason, we have chosen to focus on serving both businesses and correctional facilities in need of pay phones and related public communications products that provide an affordable and reliable means of away-from-home communications.

While the name, FSH Communications, may be new to the marketplace, rest assured that our people and operational processes are not. In May, 2004, FSH Communications acquired the Public Access Solutions division of Qwest, bringing a 100-year heritage of

serving the needs of public communications customers to the forefront of our business. If it seems that many of the faces are familiar, it's because they are. The continuing service of many of our Account Executives, Technicians and Customer Service Representatives enables us to provide seamless quality service to every customer we serve. In addition, the senior management team of FSH brings extensive experience in the telecommunications industry, as well as direct management of Qwest and similar pay phone operations. Together, we are focused on meeting and exceeding customer expectations.

FSH is committed to this market and is focused on providing reliable, quality services with flexibility in its offerings to meet the unique business needs of each of its customer segments. We welcome the opportunity to serve your public communications needs—today and in the future.

FSH Communications
is committed to the
public communications
market.

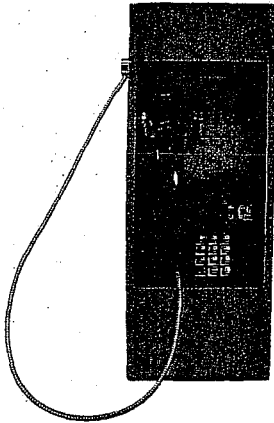


Don Goens
President

FSH Communications
www.fshcommunications.com

FSH COMMUNICATIONS SECURED CALLING SOLUTIONS

Specialists in *telephone services* for correctional facilities



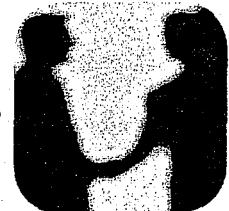
In the security-conscious environment of a correctional facility, maintaining complete control is job number one. You run a tight ship. Your systems and processes are carefully planned and methodically implemented. One breakdown could lead to chaos.

Through many years of experience contracting and consulting with the largest counties and Department of Corrections facilities, FSH Communications has developed a Secured Calling Solution that comprehensively addresses the needs of your facility. From unprecedented control of inmate communications to unparalleled service and reliability, our Secured Calling Solution delivers a standard of total support unmatched in the industry. We make inmate communications our priority, allowing your team to focus on issues more important to you.

Building on the foundation of a flexible and feature-rich technology platform, the FSH Secured Calling Solution provides one source for all your inmate communications needs:

- Professional, single point of contact account management
- Dedicated inmate support team
- Expert industry consultation
- Competitive and timely commissions
- Financial and usage auditing
- Provision of local, intraLATA and long distance calling
- Tough telephone construction
- Available assistance for speech- and hearing-impaired inmates
- Around the clock support for all your critical service needs
- Responsive, skilled installation and maintenance technicians

The FSH Secured Calling Solution is not complete without the personalized support of an experienced, professional Account Executive to help you manage your inmate communications solution. Whether you have questions about a system feature, need help with your commission summary or want to add phones to a new section of the facility, your Account Executive will be there to serve your needs.



Call *your* FSH Secured Calling Solution Specialist
today at (877) 579-9544.

COMMISSIONS

Inmate populations are on the rise, and so is the cost of running a secure correctional facility. Is your budget keeping pace? FSH inmate phones can provide your institution with a much-needed revenue opportunity that's paid fully and faithfully on a mutually agreed-upon payment schedule. No hidden deductions or subtractions—just a straightforward, easy-to-calculate commission structure you can count on.

Telephone calls from **FSH** inmate phones may be made "collect," "prepaid" or "debit." For every completed call placed from an inmate phone in your facility, **FSH** can return a portion of the revenue earned from that call to you in the form of monthly commission payments.

COMMISSION STRUCTURE

With many providers, what appears to be a high commission rate that promises big returns can quickly get eaten away by concealed adjustments and off-the-top deductions. Not so with FSH. Our competitive and clearly-defined commission structure doesn't leave you searching the contract's fine print to understand your commission payment. What we promise is what we pay.

FAIR AND EQUITABLE CALL PRICING

FSH has a genuine concern regarding the price we charge for our calls. Our commitment to fairness in pricing is reflected in our operator services offering. FSH strives to ensure that those who accept calls from inmate institutions are paying for those calls at the lowest possible price.

PROMPT PAYMENTS

You can depend on FSH to provide a complete summary of your inmate phone activity for each billing period. Our clearly-defined and mutually agreed upon commission is paid, right on time, month after month, with a detailed summary of usage by ANI for your facility.

PEAK RELIABILITY

When costs are rising and funding is limited, it's good to have a revenue source you can count on. It's also important to have a supplier you can count on to keep your system running in peak condition. For competitive, consistent commissions and world class service, look no further than FSH.

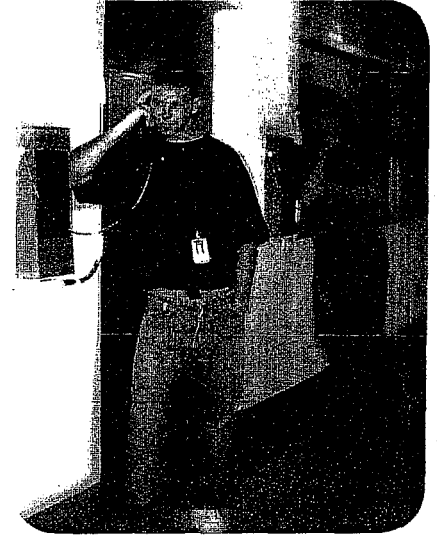
PAGE: 2
COMPENSATION REPORT DATE: OCT 25, 2004
*** IMPORTANT: COMPENSATION INFORMATION RETAIN FOR YOUR RECORDS ***

OWNER ID: 12345 COMPENSATION ACCOUNT ID: 1001079388
REPORT PERIOD: 25 OCT 2004 - 25 OCT 2004
OPERATOR: 12345 CARRIER: ABC ENTITY: 12345

ANI	NUMBER	DATE	TIME	STATUS	AMOUNT
1000	ABC1234	25	10:00	OK	1.00
1000	ABC1234	25	10:05	OK	1.00
1000	ABC1234	25	10:10	OK	1.00
1000	ABC1234	25	10:15	OK	1.00
1000	ABC1234	25	10:20	OK	1.00
1000	ABC1234	25	10:25	OK	1.00
1000	ABC1234	25	10:30	OK	1.00
1000	ABC1234	25	10:35	OK	1.00
1000	ABC1234	25	10:40	OK	1.00
1000	ABC1234	25	10:45	OK	1.00
1000	ABC1234	25	10:50	OK	1.00
1000	ABC1234	25	10:55	OK	1.00
1000	ABC1234	25	11:00	OK	1.00
1000	ABC1234	25	11:05	OK	1.00
1000	ABC1234	25	11:10	OK	1.00
1000	ABC1234	25	11:15	OK	1.00
1000	ABC1234	25	11:20	OK	1.00
1000	ABC1234	25	11:25	OK	1.00
1000	ABC1234	25	11:30	OK	1.00
1000	ABC1234	25	11:35	OK	1.00
1000	ABC1234	25	11:40	OK	1.00
1000	ABC1234	25	11:45	OK	1.00
1000	ABC1234	25	11:50	OK	1.00
1000	ABC1234	25	11:55	OK	1.00
1000	ABC1234	25	12:00	OK	1.00

SECURE CALL CONTROL

One of the great challenges for any correctional facility is to provide legitimate calling privileges without giving inmates the opportunity to abuse those privileges. FSH's feature-rich technology solution answers that challenge by delivering restricted access to the outside world. The FSH Secured Calling Solution is resistant to illegal manipulation by quick disconnects, operator intercepts, PIN irregularities or any other attempts at deception. We take great pride in offering you the latest in fraud control available anywhere. Utilizing digital technology and patented innovations, FSH gives you the security and control needed for successfully managing inmate communications.



The **FSH** Secured Calling Solution has among the highest levels of fraud protection and control.

AUTOMATED OPERATOR

There's no fooling this operator. The synthesized voice leads inmate callers through the steps of collect-call, prepaid or debit dialing, announcement of their name, error prompts, verification and acceptance of charges. This process cannot be manipulated by the caller or the recipient. All calls must go through the automated operator.

THREE-WAY CALL PREVENTION

FSH delivers Three-Way Call Prevention technology that automatically detects and disconnects attempts by an outside party to engage a three-way call. Inmate calls disconnected due to three-way call attempts are recorded on Call Detail Records, so the outside accomplice's number can be added to the inmate's "restricted" list.

CALL BLOCKING

FSH can block access to virtually an unlimited number of 11-digit phone numbers or entire classes of dialing from any inmate phone. Restricted numbers can be programmed into the system at no charge, either by your system administrator or from a remote FSH location. Call blocking prevents harassing phone calls to correctional facility employees, judges, lawyers, known criminal associates and other individuals or entities who wish not to be contacted by inmates.

PIN CONTROL FEATURES

Each inmate may optionally be assigned a Personal Identification Number. This PIN is used to track individual calls and minimize fraud. Using PIN Control, each inmate can be restricted to calling only approved numbers on an inmate-specific list. Any PIN can be disabled at your command, revoking a specific inmate's phone privileges.

RECORDING/MONITORING

The FSH Secured Calling Solution allows you to monitor and record inmate calls using an integrated digital recording platform. Whether you need selective or comprehensive recording, the recording module supports a range of recording features, as well as online access to recordings on integrated hard drives.

INFORMATION TRACKING

Telephone calls—like visitations and postal deliveries—are one of an inmate's few links to the outside world, a link that must be monitored and controlled to prevent abuse and maintain security. The FSH Secured Calling Solution enables you to maintain tight control over the flow of information into and out of your facility with an on-site or remote central processing computer. This computer organizes, evaluates and maintains system functions, PIN controls and information collected from inmate calling patterns. Call records are stored in an independent memory unit that cannot be affected by loss of power, safeguarding the integrity of your database. As an optional service, FSH can provide a professional administrator to manage the operation of your system.

With the power of the **FSH** information tracking system, inmate callers have no choice but to play by your rules.

CALL DETAIL RECORDS

What calls are being made, when, to whom and how often? Detailed knowledge of inmate calling patterns is vital to a secure phone system. FSH Call Detail Records log the time, date, inmate telephone number and location, number reached and duration of each call. The information gained through Call Detail Records can reveal significant calling patterns that will help you prevent phone system abuse before it gets started.

CALL TIMING

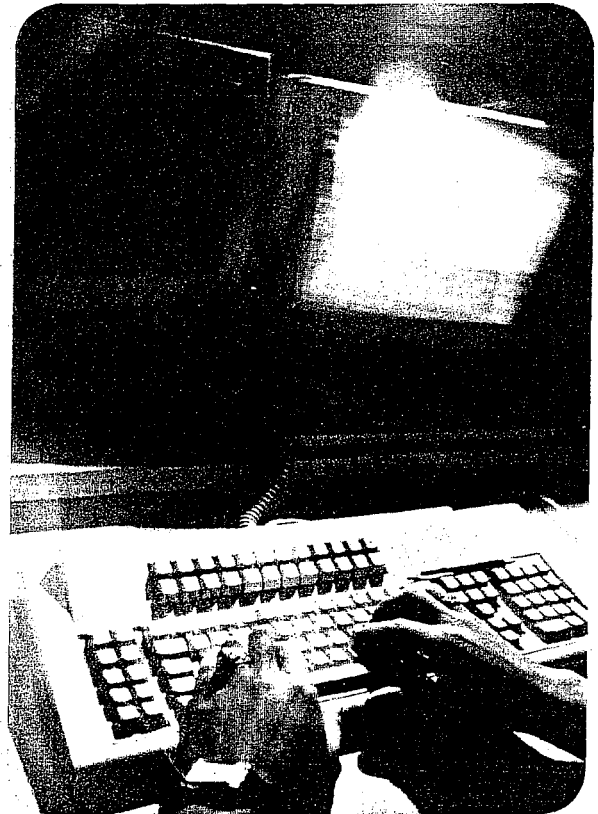
To enforce rules and prevent a few individuals from monopolizing the phones, FSH Call Timing places an automatic time limit on each call. Call duration limits are set at the discretion of the facility and are easily changed.

TIME OF DAY ON/OFF

You may want to restrict inmate calling to the outside at certain times of day or night. Using Time of Day On/Off, you can deactivate and restore the inmate phone service at your discretion.

CALL RECORDING

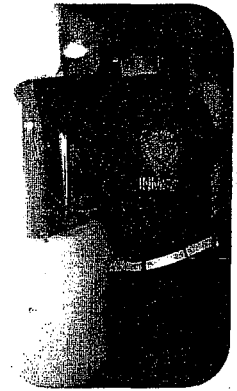
When investigative requirements drive the need for inmate call recording, FSH's information systems provide a secure and flexible means of reviewing pertinent calls. Password-protected access ensures that only investigators with a need to know can analyze recorded conversations. Key files can be selected and downloaded to an alternate storage media for support of legal proceedings.



OPTIONAL FEATURES

The FSH Secured Calling Solution is more than a phone for inmates: it's an integrated system of security controls, information tracking and high-end management features, all at your command. A host of value-added applications that expand your authority are also available based on the unique needs of your facility. These include:

- Biometric Monitoring Systems
- Multi-Site Networking
- Key Word Search
- Prepaid Calling
- Remote Workstations
- Repair Advisory Service



BIOMETRIC MONITORING SYSTEMS

The FSH Secured Calling Solution incorporates use of industry-leading subcontractors focused on the development and provisioning of the latest corrections communications applications and technology, including the ever-changing world of Biometric Monitoring Systems. With these systems, FSH can keep your facility on the cutting edge of biometric monitoring technology.

MULTI-SITE NETWORKING

FSH networking capabilities enable you to administer multiple correctional facilities more easily and efficiently from a single location.

KEY WORD SEARCH

Key Word Search provides an enhanced means of reviewing call recording information to assist in investigative efforts. Using the Key Word Search feature, previously recorded calls can be searched for presence of key words and individual records can be marked for a more detailed review.

PREPAID CALLING

Prepaid cards offer the inmate an alternative way of placing a call that is generally less expensive than placing a collect call. Given limited industry support for international collect calling, prepaid cards may also be used by facilities to address high demand for international calling. These cards come in a variety of denominations and can be sold via the commissary.

REMOTE WORKSTATIONS

Remote workstations enhance the flexibility of our inmate telephone system by enabling key administrators and investigators to access the system database from their desks.

REPAIR ADVISORY SERVICE

In certain circumstances, facility staff time spent on minor repair issues may be greatly reduced through use of the FSH Repair Advisory Service. Access to a toll free number and an automated voice mail system is provided to inmates for reporting of minor repair or calling problems. No live operators are involved in the complaint process and all calls are logged. Issue resolution is handled by the FSH Inmate Service Center quickly and efficiently.

EXPERIENCE & RELIABILITY

The FSH Secured Calling Solution delivers service and technology on your terms, with quick connections, clear signals and tough, tamper-resistant phones that stand up to abuse. Our scalable and feature-rich technology platform is designed with your availability requirements in mind. Remote monitoring and diagnostic procedures help to troubleshoot and resolve problems before they become a service issue. Proactive maintenance ensures that complaints are kept to a minimum, freeing you to focus on other, more pressing issues. Combined with our commitment to delivering the best value for your facilities, FSH offers a complete inmate communications solution you can trust.

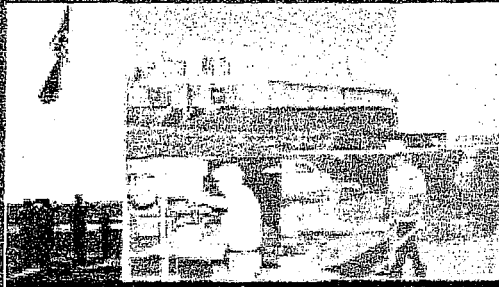


FSH Communications

Call *your* FSH Secured Calling Solution Specialist
today at (877) 579-9544,
or visit www.fshcommunications.com
for more information.



WORKING TOGETHER
FOR SAFE COMMUNITIES



Washington State
**DEPARTMENT
OF CORRECTIONS**

Request for Proposals **CRFP6446**

State of Washington Department of Corrections

Offender Telephone System
And Recording / Monitoring

Exhibit G Responsiveness Checklist

Respectfully Submitted October 3, 2005 By:

FSH Communications

Joanna Sissons, Account Executive

1600 7th Avenue, Room 2604 • Seattle, Washington 98191

The information contained in this proposal is proprietary in nature and should be disclosed only to those individuals within the State of Washington who have a need to know or those who have made a request pursuant to Chapter 42.17 RCW. This proprietary information should not be disclosed without the prior consent of FSH Communications.

EXHIBIT G – RESPONSIVENESS CHECKLIST

Exhibit G

RESPONSIVENESS CHECKLIST

CRFP6446

Submitted by:

FSH Communications

_____ Proposal submitted by or before 4:00 PM on October 3, 2005.

_____ Proposals submitted in five parts to include the following sections:

_____ Submittal letter and envelope - 1 copy (See Subsection 4.3.1)

_____ 4.3.2 Certifications and Assurances, Exhibit A

_____ Implementation Plan – 4 copies (See Subsection 2.2.2)

_____ Technical Proposal - 4 copies (See Subsection 4.4)

_____ Demonstration Video (See Subsection 5.1.10.)

_____ Qualifications Proposal - 4 copies (See Subsection 4.5)

_____ Cost Proposal - 4 copies (See Subsection 4.6)

_____ Five (5) Vendor references included (See Subsection 6.7.1.1)

NOTE: “Yes” Answers must be given in each element for the proposal to be considered responsive.

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TABLE OF CONTENTS

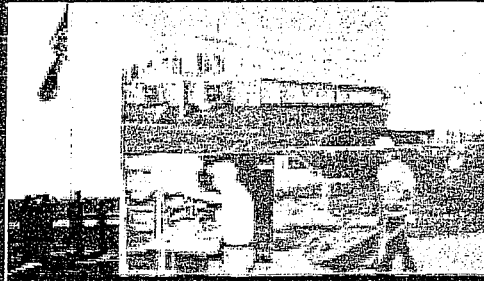
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- I. Submittal Proposal
- II. Implementation Proposal
- III. Technical Proposal
- IV. Qualifications Proposal
- V. Cost Proposal

Submittal Proposal



WORKING TOGETHER
FOR SAFE COMMUNITIES



Washington State
**DEPARTMENT
OF CORRECTIONS**

Request for Proposals **CRFP6446**

State of Washington Department of Corrections

Offender Telephone System
And Recording / Monitoring

SUBMITTAL ENVELOPE

Respectfully Submitted October 3, 2005 By:

FSH Communications

Joanna Sissons, Account Executive

1600 7th Avenue, Room 2604 • Seattle, Washington 98191

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SUBMITTAL ENVELOPE

LETTER OF SUBMITTAL

SUBMITTAL ENVELOPE

FSH Communications

October 3, 2005

Kay Wilson-Kirby
State of Washington Department of Corrections
Contracts and Legal Affairs
P.O. Box 41114
Olympia, Washington 98594-1114

Dear Ms. Wilson-Kirby:

FSH Communications' is pleased to submit its response to the State of Washington Department of Corrections for the Request for Proposal (RFP) for Inmate Telephone System and Recording and Monitoring CRFP6446. FSH would like to thank the State for the opportunity to submit a comprehensive solution for the provisioning of inmate telephone equipment, secure recording and monitoring solutions, and local and long distance telephone services.

In addition to this Letter of Submittal, FSH has included the following Materials and Enclosures being forwarded collectively in our RFP response:

Exhibit A – Certifications and Assurances, submitted with the Letter of Submittal (one copy).

Implementation Plan, pursuant to the requirements listed in section 2.2.2 (four copies).

Technical Proposal, containing FSH responses to the questions and requests for information which appear in Section 5 of the RFP, including a Demonstration Video as specified in Section 5.1.10 (four copies).

Qualifications Proposal, containing FSH responses to the questions and requests for information which appear in Section 6 of the RFP, including vendor references as specified in Section 6.7.1.1 (four copies).

Cost Proposal, containing FSH responses to the questions and requests for information which appear in Section 7 of the RFP and the completed Phone Cost Form (Exhibit E) (four copies).

FSH acknowledges receipt of the RFP and its related documents, including Questions and Answers, State Fiscal Year 2005 Call Data and New Exhibits.

FSH certifies that all mandatory requirements set forth in the RFP have been met or exceeded. FSH also acknowledges and agrees to all of the rights of the Department including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in the RFP.

FSH, upon award, will enter into an agreement with the Department which include the terms and conditions of the contract included in Exhibit B of the RFP. We do have one request, however, for the Department to consider: FSH would like to propose alternate language in Exhibit B, General Terms

SUBMITTAL ENVELOPE

and Conditions; specifically in sections 24.1 Termination for Default and 24.2 Termination for Convenience. We would propose adding a cure period and eliminating the termination for convenience. FSH absolutely appreciates the State's requirement to manage its vendors, and completely supports contract termination should we default in any category; however we respectfully request a cure period to remedy the situation unless it is due to a gross or willful negative action or inaction on our part. We feel that termination for convenience does not provide adequate protection of the investment we will be making upon award. We respectfully request that we be able to recoup the significant investment and not be displaced without cause.

FSH's close involvement with the Washington DOC staff and inmate facilities for many years provides us with the ability to understand the unique requirements of the entire DOC inmate telephone account. We are confident in our ability to manage the DOC project and appreciate the opportunity to submit our response to the State's RFP. Our proposal, as submitted, will remain in full force and effect for a minimum of 180 days from the proposal due date.

OUR PLEDGE

FSH will provide the definitive inmate telephone system solution with emphasis on providing premier technology, service and support that will grow and change as the needs of the WADOC do over the term of the contract. Our solution will be effortlessly managed, easy to use and understand, easily modified and overall simply the best choice!

OUR TEAM

To create the ultimate service offering for Washington State's Department of Corrections (WADOC), FSH has enlisted the professional services of two organizations which will compliment our vision and goals for the State. FSH is comprised of industry veterans who have a strong belief and track record in serving its clients, providing superior service and solutions. Many of our team members were formerly with Qwest Public Access Solutions (the public and inmate services division of Qwest) prior to its asset sale to FSH Communications and the state will enjoy the continued working relationship with our team if selected as the awardee. We provide public and inmate telephone solutions, have strong proven leadership, local service and support teams, and are continuously expanding our product portfolio and vendor relations to ensure superior solutions are available to our customers.

We have chosen Value Added Communications as our inmate telephone call control system subcontractor. Our strong relationship with VAC has been developed over time and through working together on many similar projects, developing trust in each company's work ethic and ability to put our customer first. FSH finds this trust and teamwork invaluable for assuring quality equipment and service to our customer's and for meeting commitments and timelines associated with large projects such as WADOC's.

GTL (formerly AT&T Inmate Service Organization) is chosen to provide long distance to all locations and will continue to service their existing sites as a FSH subcontractor. GTL has experience in working with the DOC and provides a strong, knowledgeable presence in supporting their existing sites.

SUBMITTAL ENVELOPE

FSH will lead the team as the single point of contact for the State and will continue its hands-on management of not only our existing sites, but the entire WADOC account. Our selection will allow for all DOC inmate and attorney telephones to remain in place. This will alleviate the necessity to encumber prison personnel with the responsibility of scheduling escorts for telephone technician's entry into each and every site for phone change out. Only the recording and monitoring equipment will be transitioned, allowing the State to quickly and efficiently begin using the new technology to increase its own productivity and security management!

OUR PLAN

- Single point of contact – Joanna Sissons, Account Executive - Corrections
- Robust, secure, flexible and easy-to-use system
- 24 / 7 / 365 Support
- Local experienced service technicians
- Up front guaranteed commission of \$5.1 million dollars
- Premier Service / Equipment / Platform Vendors – FSH, GTL and Value Added Communications
- Transition Excellence – Full team of experienced personnel, including a dedicated project manager
- One repair number for all sites
- Multiple Call Cost Options
- Solution-Oriented Partnership
- Inmate Complaint Service
- Wide Area Network to include 15 sites and headquarters
- Pin Interface Management, Debit/Prepay/Allowed Call list management
- And much more!

If there are any questions, please don't hesitate to contact me at 602-630-6070 or via email at steven.loggans@qwest.com. You may also contact Joanna Sissons, the Washington Department of Corrections assigned single point-of-contact at 800-275-0616 or her mobile number at 425- 422-3660.

Respectfully,



Steven Loggans
Vice President / General Manager
FSH Communications
2424 West Camelback Road
Phoenix, Arizona 85015

SUBMITTAL ENVELOPE

CERTIFICATIONS AND ASSURANCES

SUBMITTAL ENVELOPE**EXHIBIT A
CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

The attached proposal is a firm offer for a period of 180 days following receipt and may be accepted by the Department without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180 day period.

In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

I/we understand that the Department of Corrections will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals or bids become the property of the Department and I/we claim no proprietary right to the ideas, writings, items, or samples.

I/we understand that, in connection with this acquisition:

The proposals will be evaluated and scored using the call data provided in this RFP only.

The rate data and prices that have been submitted are accurate and complete.

Unless otherwise required by law, the prices and/or rate data that have been submitted have not been knowingly disclosed by the vendor and will not knowingly be disclosed by him/her directly or indirectly to any other vendor or to any competitor prior to contract award.

No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

The vendor certifies that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance programs under Executive Order 12579 "Debarment and Suspension."

This proposal is subject to disclosure as a public record under Chapter 42.17 RCW.

The vendor agrees to comply with the Americans with Disabilities Act (ADA).

The vendor grants permission to the Department to contact all references provided in the vendor's proposal, or identified in Section 6.7.1.1 of the RFP and understands that the Department may choose to only contact some of them as part of the evaluation process.

SUBMITTAL ENVELOPE

I/we understand that any contract awarded as a result of this RFP will incorporate General Terms and Conditions substantially similar to those attached as Exhibit B. I/we certify that I/we will comply with these or substantially similar General Terms and Conditions if selected as the Apparently Successful Vendor.

I/we acknowledge that the Department has the right to cancel the RFP for any reason, at any time, without penalty to the Department or the state of Washington.

I/we understand that exhaustion of the protest procedures set forth in this RFP is a prerequisite to filing suit. It is further understood and agreed that any lawsuit resulting from the RFP must be filed in Thurston County of the state of Washington.

I certify that I am the Vice President and General Manager of FSH Communications, LLC and am authorized to enter into a contractual relationship on behalf of my organization. The information submitted with this proposal is accurate and true to the best of my knowledge.

Steven Loggans

Written Signature

Steven Loggans

Typed Signature

Vice President / General Manager

Title

October 3, 2005

Date

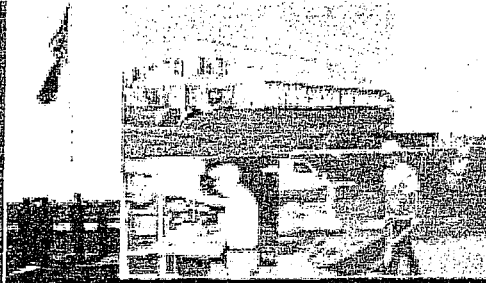
FSH Communications, LLC

Company Name

Implementation Proposal



WORKING TOGETHER
FOR SAFE COMMUNITIES



Washington State
**DEPARTMENT
OF CORRECTIONS**

Request for Proposals **CRFP6446**

State of Washington Department of Corrections

Offender Telephone System
And Recording / Monitoring

INITIATION OF SERVICE

IMPLEMENTATION PLAN

Respectfully Submitted October 3, 2005 By:

FSH Communications

Joanna Sissons, Account Executive

1600 7th Avenue, Room 2604 • Seattle, Washington 98191

The information contained in this proposal is proprietary in nature and should be disclosed only to those individuals within the State of Washington who have a need to know or those who have made a request pursuant to Chapter 42.17 RCW. This proprietary information should not be disclosed without the prior consent of FSH Communications.

IMPLEMENTATION PLAN**SERVICE & IMPLEMENTATION OVERVIEW**

FSH Communications, in partnership with our subcontractors Value-Added Communications and GTL, are pleased to provide the State of Washington Department of Corrections with the attached Implementation Plan. We acknowledge that should FSH and the State enter into a written contract as a result of this RFP that we will begin providing services no later than 120 days after execution of a written contract.

The attached plan includes descriptions of the necessary tasks and activities, and associated milestones, which will be met prior to the start of service.

It is important to note that any successful plan requires the input and cooperation of Headquarters, the facilities, and State departments including but not limited to Information Technology and Contracts and Legal Affairs. FSH will lead the team towards a successful implementation of services that offer the necessary flexibility over the term to grow with the Department's changing needs.

All installation, operation and maintenance of the offender phone system with monitoring and recording capabilities will be in accordance with the Department's infrastructure policies and procedures, as well as the requirements of the RFP.

FSH, and VAC have extensive experience transitioning large and small correctional facilities. FSH ensures that the process proceeds in a timely and professional manner with minimal intrusion to the day-to-day operations of WA DOC. FSH and VAC have installed many inmate calling systems as a team. The expertise of both companies working together as a team, has brought about flawless system change-outs each and every time. This type of experience coupled with the knowledge of State expectations guarantees a successful transition of inmate call control equipment. All telephones will remain in place unless there is a need to add or delete phones in specific areas. This will alleviate the disruption caused by the requirement to change-out all phones at each facility.

Typically the installation occurs after the phones have been turned off. This enables the system to be up and running when the system is turned back on in the morning. There are no lost revenues when this approach is used as inmates are normally not using the phones during this time. It is important to note that successful system installations have been effectuated both during the day and in the evening.

In order to ensure that the actual installation timeframe is kept to a minimum at the facility, VAC works vigorously to identify everything that can be done before the system ships. The following actions are taken to reduce installation time:

IMPLEMENTATION PLAN

- 1) The racks are assembled – including all shelves, cabling, and Uninterrupted Power Supplies (UPS) installed.
- 2) All Operating Systems and VAC software are loaded on the system hardware and workstations.
- 3) Coordination with the existing vendor and the facility is facilitated to obtain the Blocked Call List, designated Attorney numbers, special numbers such as Ombudsman or inmate snitch lines, Inmate PINs, allowed call lists, global call control parameters and any other pertinent information for inclusion prior to shipment.
- 4) Software is tested; including SQL and ITS.
- 5) All hardware functionality is thoroughly tested. Test calls are made from the modem and Remote Access Dialer (RAD) unit to ensure smooth inmate call processing.
- 6) Manufacturing does the initial Quality Assurance.
- 7) VAC's Quality Assurance department does the final QA and compares the System Order Form to the actual manufactured System to ensure that all system configuration and operations adhere to customer requirements.
- 8) Finally the system is shipped for installation. To ensure a seamless installation, VAC's installation team is an integral part of the manufacturing and Quality Assurance process. Installers are then thoroughly familiar with each system to be installed and the specific State requirements before they even get on site.

Included in this section is our:

- Implementation Plan Page 4
- Statement of Work template Page 14
- Major Event Report template Page 19
- Repair / Maintenance Services Page 21
- Inmate Complaint System Page 24
- Trouble Ticket Flow Chart Page 27
- System Data Access Flow Chart Page 28

IMPLEMENTATION PLAN

IMPLEMENTATION PLAN

The schedule of events for the successful offender telephone system implementation is as follows, please note that the actual planning begins prior to written contract execution and many tasks overlap during the 120 days. For timing purposes we will use Day 1 as the Contract Execution Date:

Symbol Key	
⊖ Timing of activity and/or Time to complete	⊖ Triggering Event
⦿ Personnel Involved On-site escorts will be required for any portion of the installation that required technicians to be in secured areas of the facility. FSH will coordinate all efforts through facility personnel.	⦿ Requires escort for entry into secured area

<p><u>Phase I</u></p> <p>Project Definition</p> <p>⊖ Day (-1) to (-30)</p> <p>👉 RFP Award</p> <p>⦿ State: Headquarters / Facility Contact(s), IT, FSH, VAC, GTL</p>	<p>Initial planning meeting will confirm RFP data:</p> <ul style="list-style-type: none"> • Name & physical address of each active and planned site. • Site Contact Name(s), Phone Numbers, Fax Numbers. • Quantity of inmate phones for each site and planned expansion information. • List of any specialized equipment required (pedestals, special mounting options, TDD phones, etc.) • Time Schedule to include start & end dates, site priorities and special requirements or limitations will be taken into consideration during this process. • Traffic Data: Any information available regarding current call traffic by type (local, intraLATA, interLATA, interstate, International) • Security Clearance – procedures and forms for site survey team and installation team. • Miscellaneous – Identification of known technical requirements, applicable regulations, and administrative issues. <p><i>Meeting results will be provided in writing to all participants and others as requested by the State. Document will be called Statement of Work (SOW) which will be considered a living document that outlines the details of the system and implementation.</i></p> <p>SOW template is included at end of the Implementation Proposal.</p>
<p><u>Phase II</u></p> <p>Acquisition</p>	<p>Equipment and services ordered, scheduled, prepared and delivered to site(s) based on RFP specifications as modified during Project Definition.</p>

IMPLEMENTATION PLAN

<p>🕒 Day 1 – Day 100</p> <p>👉 Contract Execution</p> <p>!! FSH, VAC, GTL</p>	<p>FSH, VAC and GTL maintain strong relationships with a wide range of telecommunications and equipment suppliers, selecting only those that best fit the specific needs of the corrections industry and this project.</p> <p><i>This process is virtually transparent to the State and each facility.</i></p>
<p>Phase III</p> <p>Site Survey</p> <p>🕒 Day 1 – Day 60</p> <p>👉 RFP Award</p> <p>!! FSH, VAC, GTL</p> <p>●</p>	<p>Inspection team will visit each site to confirm essential installation information and ensure that all necessary preparations are made for each site in <u>ADVANCE</u> of the actual installation.</p> <p>The site survey will be conducted using the form shown at the end of this section of the proposal – see Table 1.</p> <p>(Note: VAC will be responsible for identifying and testing existing cable and providing replacements as needed. See Cable Requirements in Table 2 at the end of this section of the proposal.)</p>
<p>Phase IV</p> <p>Phone Instrument Review</p> <p>🕒 Day 90 – Day 110</p> <p>👉 10-20 Days prior to Circuit Installation</p> <p>!! FSH, GTL</p> <p>●</p>	<p>Determination during site survey will be made as to whether any phone equipment should be replaced prior to activation the offender telephone system. If required, installation or replacement will occur prior to circuit installation.</p> <p>FSH and GTL currently have inmate instruments in-place, this phase will be minimal, if required at all. Phone instruments, enclosures, backboards, and wiring will be reviewed and replaced if necessary. All components will be tested and replaced as required for reliable operation.</p>
<p>Phase V</p> <p>Pre-Installation Preparation</p> <p>🕒 Day 90 – Day 120</p>	<p>Perform all preliminary preparation tasks to minimize complication at the time of cut-over:</p> <ul style="list-style-type: none"> • Extend analog lines (B1s) from demarcation point to phone equipment room. (If this cannot be done prior to cut, leave directions for doing so for installation team.) • Locate or provide two clean, marked, cable pairs for each T1. • Mark punch-down blocks and identify each pair by phone ID and location. (Cross reference all phones by cable pair)

IMPLEMENTATION PLAN

<p>Typically requires two (2) days per site</p> <p>!!! FSH, VAC, GTL</p> <p>●</p>	<ul style="list-style-type: none"> • Test and repair as necessary all phones, jacks, and toggle switches • Install two CAT5 cables from the phone equipment room to the proposed workstation location and test. • Measure cable from Main Distribution Frame (MDF) to existing phone system and estimate distance from MDF to proposed placement of system. If the existing cable will not be adequate, prepare another for use during cut-over process. • Prepare written documentation of above and leave a copy on site for future reference by the facility, installation team, and maintenance personnel. 																																		
<p><u>Phase VI</u></p> <p>Installation and Cutover</p> <p>⊕ <u>Day 64 – Day 120</u></p> <p>Typically requires three to four (3 - 4) days per site, two (2) days for HQ</p> <p>!!! FSH, VAC, GTL</p> <p>●</p>	<p>System will be installed in the phone equipment room. During this staging process, the system will undergo a final, pre-cut test <u>prior</u> to connecting any phones to the system.</p> <ul style="list-style-type: none"> • Disconnect phone wiring between the Main Distribution Frame and the existing system for one block of phones (24) at a time. • Each pair from that block is then punched down on the block connecting the MDF to the new System. • This process will continue in blocks of 24 phones until all phones have been connected to the new System. Only 24 phones will be interrupted at one time. Estimated interruption per phone group is 15 minutes or less. • Installation personnel will work with each facility to schedule the transfer at a time of minimal impact on inmate calling (i.e. lunch or dinner). <table border="0"> <thead> <tr> <th><u>ANTICIPATED CUTOVER BY FACILITY</u></th> <th><u>DAYS</u></th> </tr> </thead> <tbody> <tr><td>Airway Heights</td><td>4</td></tr> <tr><td>Clallum Bay</td><td>4</td></tr> <tr><td>Cedar Creek</td><td>4</td></tr> <tr><td>Coyote Ridge</td><td>3</td></tr> <tr><td>Larch</td><td>3</td></tr> <tr><td>McNeil Island</td><td>4</td></tr> <tr><td>Olympic</td><td>3</td></tr> <tr><td>Stafford Creek</td><td>4</td></tr> <tr><td>Monroe Complex</td><td>4</td></tr> <tr><td>Mission Creek</td><td>3</td></tr> <tr><td>Washington Correction</td><td>4</td></tr> <tr><td>Washington Correctional Ctr for Women</td><td>4</td></tr> <tr><td>Washington State Penitentiary</td><td>4</td></tr> <tr><td>Athnum View</td><td>3</td></tr> <tr><td>Pine Lodge</td><td>3</td></tr> <tr><td>Headquarters</td><td>2</td></tr> </tbody> </table>	<u>ANTICIPATED CUTOVER BY FACILITY</u>	<u>DAYS</u>	Airway Heights	4	Clallum Bay	4	Cedar Creek	4	Coyote Ridge	3	Larch	3	McNeil Island	4	Olympic	3	Stafford Creek	4	Monroe Complex	4	Mission Creek	3	Washington Correction	4	Washington Correctional Ctr for Women	4	Washington State Penitentiary	4	Athnum View	3	Pine Lodge	3	Headquarters	2
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<p>Phase VII</p> <p>Final Test</p> <p>⊕ Day 100 – Day 120 Typically requires two (2 - 4) hours per site</p> <p>!! FSH, VAC, GTL</p> <p>■</p>	<p>Following conversion to the new system, an extensive list of test calls and call attempts will be placed by Installation personnel to ensure proper configuration of the system.</p>
<p>Phase VIII</p> <p>Training</p> <p>⊕ Day 100 – Day 120 Typically requires one (1) day per site</p> <p>!! VAC</p> <p>■</p>	<p>Hands-on training will be provided by the Installation team during the cut-over process and for one day following system activation.</p> <p>Tutorial material will be provided for each site.</p> <p>Additional training or refresher training may be conducted on-site or via remote methods as required by the site or Headquarters. An extensive Help menu system is inherent to the System, which provides step by step system functionality, for power users or those who may require ongoing assistance.</p> <p><u>Traditional training curriculum is designed to cover these topics:</u></p> <p>I. <u>WORKSTATION ACCESS CONTROL</u></p> <ul style="list-style-type: none"> Overview User ID Management Security Level Access Management User Alerts <p>II. <u>SYSTEM ADMINISTRATION</u></p> <ul style="list-style-type: none"> Overview Class of Service Maintenance Living Unit Maintenance Telephone Location Maintenance Facility Telephone Number Control Block List Administration Telephone List Update

IMPLEMENTATION PLAN

	<p>Enable/Disable Telephones Account Overview Add a New Inmate Account Update Inmate Information Update Inmate Phone List Transfer inmate between facilities</p> <p>III. <u>REPORTING AND INVESTIGATIVE FUNCTIONS</u></p> <p>View Calls in Progress SPY – Monitoring SPY – Snitch Investigator Notification General Reporting Capabilities Defining Report Parameters Save & Reprint Reports Financial Reports Maintenance Reports Investigative Reports Monthly Revenue Reports Shadow Recording Sam Archive CD</p> <p>IV. <u>CALLING PROCESS</u></p> <p>Placing a Call Dialing Instructions Direct Dialed Calls Collect Calls Local Calls International Calls (as applicable) Call Results Announcements (Successful, Blocked, and Terminated calls.)</p> <p>V. <u>MAINTENANCE / REPAIR / SERVICE REQUEST PROCESS</u></p> <p>Overview Inmate Complaint System Maintenance Schedule, including bi-annual system upgrades Repair Request Process New Service Request Process FSH Single Point-of-Contact, Who to Call for What</p>
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IMPLEMENTATION PLAN

Table 1 – Site Survey
(Complete one form for each facility)

Shipping / Contact Information

Facility Name	
Facility Physical Address	
City, State, Zip Code	
Facility Mailing Address (if different)	
City, State, Zip Code	
Contact Name/Title	
Telephone	
Fax	
E-mail (if available)	
Average Inmate Population	
Does facility have multiple buildings with inmate phones?	
If yes, list buildings and distances. Check for spare cable between buildings.	
Multiple Facility Project?	
If yes, how many facilities total?	

Existing System Information

Manufacturer/Model of Existing Platform	
Workstation in place? Quantity?	
Number of Inmate Phones in Place	
Inmate Phone Manufacturer/Model	
Are PINs being used?	
Enclosure/Backboard Type	
Existing Conduit/Risers	
Existing toggle switches (cut-offs)	
Existing Lightning Protection	
Existing AC Outlets	

IMPLEMENTATION PLAN

Existing Circuit Information

Number of Phone Lines in Place	
Line Info: Loop/Ground TT/Rotary Circuit ID	
Local Carrier	
Long Distance Carrier	
PIC'd Carrier	
Screening on Lines?	
Modem Lines? (Qty. & Circuit Ids)	
T-1? (Circuit ID)	
7 or 10 digit local	

New System Requirements

Inmate Phone Quantity & Location (use floor plan or create diagram of facility, existing phones and new phones to be added)	
PIN feature?	
Specific Allowed Call List for each PIN?	
What is the desired limit of calls/day per inmate?	
What is the desired call duration limit in minutes?	
Are there any hours during which the system should be "disabled" for inmate calling?	
Allow inmates to hear call progression prior to acceptance?	
Activate 3-way-call detect?	
If yes, disconnect, alarm, or detect?	
Desired number of workstations and locations	
Desired quantity and location of cut- off switches	
Desired quantity and location of TDDs	

IMPLEMENTATION PLAN

Environmental Information

Identify location and size of equipment room for VAC System platform. (floor space, rack space)	
Identify location and desk space for proposed workstations	
Verify electrical power source for installation and operation	
Verify environmental factors for operation	
Verify presence of staging area 10'x10' for installation.	
Verify desired location for frame relay CPE (CSU/DSU, router, modems)	
Verify secured storage area for equipment arrival prior to installation	

IMPLEMENTATION PLAN**Table 2: Cable Requirements**

From / To	Cable Type	Amount Required	Connector
System ⇔ MDF	24 gauge (25 pair)	1 pair per phone	Terminates on System with Amphenol plug
MDF ⇔ IDF	24 gauge (50 pair, underground)	1 pair per phone	Terminates on the MDF & IDF with standard 66 blocks
IDF ⇔ Phones	24 gauge (4 pair)	1 pair per phone	Terminates on the phone with RJ-11 jacks
System ⇔ Workstation	CAT 5	2 pair per workstation	Terminates on the Workstation with Ethernet cable connector
System ⇔ CSU/DSU	Ethernet Cable 10/100BaseTX	1 per T-1	Terminates on the System and the CSU/DSU with an RJ-48C connector
System ⇔ Router	Ethernet Cable	1 per T-1	Terminates on the System and the router with an RJ-48C connector
System ⇔ LEC Demarcation Point	24 gauge (4 pair)	1 pair per B1	Terminates on LEC Demarcation point with RJ-11
Workstation Monitoring Phone ⇔ System	24 gauge (4 pair)	1 pair per B1	Terminates on the phone with RJ-11 jack

IMPLEMENTATION PLAN

Table 3 – Final Test Checklist
(Complete one form for each facility)

Test Parameter	Results & Notes
Call Process – verify instructional voice prompts	
Call Process – verify language option selection	
Call Process – verify PIN acceptance of valid PIN	
Call Process – verify denial of invalid PIN	
Call Process – verify placement of allowed local call	
Call Process – verify denial of blocked number call attempt	
Call Process – verify placement of allowed long distance call	
Call Process – verify placement of limited duration call	
Call Process – verify placement of free calls (if applicable)	
Call Surveillance – verify recording activation (if applicable)	
Call Surveillance – verify that privileged (attorney-client) calls are not monitored or recorded	
Call Reporting – verify reporting by generating reports on test calls and test call attempts.	
System Administration – Verify login for system workstation(s)	

IMPLEMENTATION PLAN

EXAMPLE

STATEMENT OF WORK

TEMPLATE ONLY – CONTENTS SUBJECT TO ACTUAL SITE / CUSTOMER REQUIREMENTS

STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS

Offender System Requirements

Document Number

100-3046-XXX

Revision 0.1

Month Date, 2005

Proprietary and Confidential Information

IMPLEMENTATION PLAN**Table of Contents**

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 - 2.1.1.3 Workstations
 - 2.1.1.4 UPS
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 - 2.1.2.5 Call Recording Backup
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 - 2.1.4.2 One Icon access
 - 2.1.4.3 Investigative Simple Search Feature
 - 2.1.4.4 Workstation Access

IMPLEMENTATION PLAN

1 INTRODUCTION

1.1 Purpose

The purpose of this document is to provide the functional requirements required for the State of Washington Department of Corrections (WADOC) to make the transition to the VAC Inmate Telephone System (ITS). This document will address all the WADOC system specific requirements for the installation and functional operation of the VAC system, network equipment, and VAC services.

2 GENERAL REQUIREMENTS

2.1 Network Level Configuration

2.1.1 Facilities

The WADOC Network will consist of the

2.1.1.1 Equipment Locations

The System will be located in the same room as the current System.

2.1.1.2 Facility Branding Messages

Each facility will have unique call branding in the introductory message.

2.1.1.3 Provided Workstations

FSH will provide XX user workstations.

2.1.1.4 UPS

The system power will be backed up via a 15-minute UPS located in the equipment frame.

2.1.2 System Level Configuration

2.1.2.1 Inmate PIN Calling

Inmate PIN calling will be supported. The PIN can be generated by the system or externally.

2.1.2.2 JMS Booking System Interface

The VAC "ITS Input" feature will provide the interface between Jail Management System and the VAC System. The interface with the JMS system will eliminate the administration typically associated with PIN based systems. The ITS Input specification 100-3085-008 will be made available to the responsible JMS vendor for their implementation.

IMPLEMENTATION PLAN

2.1.2.3 V-PIN

The VAC V-PIN feature will provide speaker verification technology to insure that the inmate attempting to place a call using a PIN is the inmate that initially registered his voice to the PIN.

2.1.2.4 Call Recording Storage

Inmate Call recordings will be available on-line for a period of

2.1.2.5 Call Recording Backup

The State can

2.1.2.6 Live Snitch

Live Snitch Remote Investigator notification will be provided. Live Snitch will automatically alert the assigned investigator via phone if an inmate that is alerted or a phone number that is alerted is involved in a call. When the investigator receives the call and is authenticated he will be allowed to terminate the inmate conversation if he desires by using a key code on his phone.

2.1.2.7 Allowed Call List & Management

2.1.2.8 Languages Supported

Support for languages will be provided. The languages provided initially will be English and Spanish.

2.1.2.9 3-Way Call Detection

3-Way call detection will be provided. It is recommended that 3-way call detection be initially implemented in "report" mode and then VAC can tune the detection sensitivity to match the environment. After the detection sensitivity has been adjusted then it can be placed in "cut-off" mode to prevent 3-way calls.

2.1.2.10 Call Blocking

Calls to particular numbers can be blocked by the administrators, VAC, or by the called party. The called party can block calls by entering '7' on their phone when contacted by an inmate.

2.1.2.11 Reports

System users with the appropriate authorization will have access to Financial, Investigative, and Maintenance reports.

2.1.3 Site Level Engineering Requirements

2.1.3.1 Collect Calling

Standard outgoing Collect calling will be allowed for domestic calls.

IMPLEMENTATION PLAN

2.1.3.2 Debit

Inmates will be able to that will allow them to call domestic and international numbers.

2.1.3.3 V-Connect Prepay Calling

Families and friends that are denied from receiving collect calls will automatically be routed to a call center that will allow them to establish a prepay account so they can start receiving calls immediately. They will be provided one 60-second free call from the inmate to facilitate the call setup process. Cell phones can also be supported if desired.

2.1.3.4 Non-Pin Inmate Phones

Inmate phones can be setup to require PIN dialing or not.

2.1.4 User Requirements

2.1.4.1 System Access

2.1.4.2 One Icon access

The user will be able to perform any system management or investigative task via access from a single desktop icon.

2.1.4.3 Investigative Simple Search Feature

To facilitate the need to quickly find out information about a particular inmates calls, calls to a particular number, or calls from a particular phone Investigators will have a “simple search” feature that will allow them to:

1. Enter an inmate PIN/ID, called number, or station ID,
2. Select the desired date range (default = ‘today’)
3. Click ‘OK’

2.1.4.4 Workstation Access

IMPLEMENTATION PLAN

MAJOR EVENT REPORT

As we know, no system or service is completely problem-free no matter the preventative steps taken. However, should a major event occur the State will receive complete and timely notification of the situation, including what is involved, who is managing the situation, and when the situation will be resolved. The document used to communicate with the State is called a Major Event Report which will include the following components:

DATE

SUBJECT:

Major Event Report

TO:

FROM:

Overview of Major Event:

A failure in the processes responsible

Date of Event:

The actual process failed on 00/00/00 00:00am/pm and was resolved on 00/00/00 00:00am/pm

Sites Affected:

XXXX facility was the only site affected in this event

Impact of Major Event:

XX total calls were affected. These calls break down as follows:

- XX Call Attempts
- XX Completed Calls
- XX Type of Outcome
- XX Type of Outcome

All calls were protected by 00/00/00 00:00am/pm site time

Major Event Description:

Current procedure

Event description

Resolution

IMPLEMENTATION PLAN

Root Cause Analysis:

Detail of Analysis / Action Taken

Path Forward Prevention:

While it is impossible to foresee all future issues, every step must be taken to prevent occurrences such as this one. While this event occurred we were able to quickly assess and remedy

In this regard, VAC has implemented the following:

- 1. XXXX.....
This has been implemented as of 00/00/00.
- 2. XXXX.....
This has been implemented as of 00/00/00.
- 3. XXXX.....
This has been implemented as of 00/00/00.
- 4. XXXX.....
 - a. XXXX.....
 - b. XXXX.....
 This has been implemented as of 00/00/00.

Legal Obligations (Contract Requirements)

Section XXXX
Contract verbiage exactly as written.....

FSH and VAC were informed by XXXX personnel regarding XXXX at 00:00 a.m. site time on 00/00/00. Investigation and troubleshooting initiated at that time. Problem was resolved at 00:00 a.m. site time on 00/00/00.

Contractual obligations regarding notification were adhered to.

Additional Safeguards

The VAC inmate call processing platform was designed with additional safeguards in the event of an issue like this one. One of the steps utilized to prevent

SUMMARY:

The failure of an automated process, coupled with the lack of notification that the process had failed resulted in xxxxx.

The necessary steps, both automated and manual, have been implemented to address this problem in the future. VAC feels secure that these steps will prevent this issue from reoccurring in the future.

ATTACHMENTS

Includes. but is not limited to. Facility – Telephone Number detail; Trouble Tickets; Correspondence; Contract; etc.

IMPLEMENTATION PLAN

REPAIR / MAINTENANCE SERVICES

FSH defines Local Service as all services provided by the FSH Corrections Team in support of the State of Washington Department of Corrections which is identified as Key Personnel (e.g. Washington based Account Executive, Technicians, Customer Service, Repair and Dispatch, etc.). FSH will be the single point of contact and will be responsible for the State's 100% satisfaction.

RESPONSE TIME

Emergency service will be responded to within two (2) hours; and non-emergency service will be dispatched within four (4) hours. FSH agrees to respond to repair requests from the State or its designated Agent by arriving at the site promptly after reasonable notice has been given. This response will be provided 24 hours per day, seven days a week, three hundred and sixty-five days per year.

There is also a system support group known as the TAC (Technical Assistance Center) which will provide customer service/technical support twenty-four (24) hours a day, seven (7) days a week basis, three hundred and sixty-five (365) days a year. Many system-related problems can be remotely corrected from the TAC without a field dispatch. FSH personnel have access to the system's Trouble Ticket tracking, and should trouble be detected immediate action is taken by the remote service engineers who in most cases can repair or reboot the system without the County's notice of a problem. If an on-site person is required, VAC TAC has the ability to escalate trouble reports as well as dispatch technicians. VAC strives to provide superior service level agreements by dispatching repair personnel promptly after reasonable notice has been given.

The System is continuously monitored 24 hours a day by the Technical Assistance Center (TAC). An alert is generated immediately if a problem occurs that could affect system or user functionality. The emphasis placed on monitoring and maintenance is unparalleled in the industry. In a recent study VAC System up time was independently measured at 99.999% at the Federal Bureau of Prisons 104 networked sites.

DISPATCH / REPORTING OPTIONS

Requests for repair or service may be made via email (PAS.Tcinmate@qwest.com) to the FSH Corrections' Customer Service Team 24 hours per day, seven days a week, three hundred and sixty-five days per year.

Another option is for the State or Facility to call the FSH Customer Care Center at **800-592-9488** which will connect directly to our Inmate Specialists who will obtain the specifics and dispatch local technicians.

All dispatches, emergency and non-emergency, are tracked from initial request through completion. The Customer, Joanna Sissons, FSH Account Executive and the State's single point of contact, the Technicians and their Manager, as well as our technology associates will also be notified of dispatch to ensure contractual compliance and the State's complete satisfaction. A complete Trouble Reporting and Escalation document will be provided to the State and all necessary personnel.

PROCESS IMPROVEMENT - CUSTOMIZATION

In addition, FSH is always open to any customer suggestion on improving its processes. We pride ourselves on our timeliness, as many issues are addressed and resolved the same day. In situations that require additional time we communicate immediately when or if there will be a more lengthy response and provide a targeted timeframe for completion.

IMPLEMENTATION PLAN**VAC REPAIR RESPONSE COMMITMENTS****Priority Level One - Major**

Priority Level One or Major events are defined as follows:

- Any condition related to equipment or services provided by VAC resulting in the unplanned, unauthorized interruption of all calling activity at 25% or more of the phones at any single correctional facility, regardless of the total account size. This includes: a primary server out of service, database corruption, or any system-related event that would create an atmosphere where the VAC system is unable to facilitate inmate call processing.
- Any condition related to call recording provided by VAC (if applicable) which results in the loss of call recording capability.
- Any condition related to call processing which results in removal of critical call control features throughout the facility's inmate phones - providing the ability for inmates to access an unrestricted outside line.
- Inability to communicate to the system via workstation or terminal
- Inability to block or unblock calls
- Frame relay network outage which would result in LIDB validation failure and remote diagnostics capability failure
- Inability to poll CDR's via frame relay
- Server or other system critical hard disk utilization in excess of 80%,
- Inadvertent recording of attorney calls requiring call recording removal process.

Time Frame for Response - VAC will respond to all Priority Level One events within one (1) hour of receipt of the report, 24 hours a day, 7 days a week, 365 days a year. Target resolution time for such events is eight hours.

Priority Level Two – Minor

Priority Level Two or Minor problems include the following conditions:

- Inability to print a report
- Reconciliation problems with inmate debit fund account
- Any condition related to equipment or services provided by VAC resulting in the unplanned, unauthorized interruption of calling activity at 24% or less of the inmate phones at a facility, regardless of the total account size.

Time Frame for Response - VAC will respond to all Minor events within 8 hours of receipt of the report, 24 hours a day, 7 days a week, 365 days a year. Target resolution time for such events in twenty-four business hours*.

Routine Requests and Activities

All questions regarding system operation by facility or administrative personnel

- Questions regarding report generation or blocking/unblocking
- Changes to inmate information or database updates.

IMPLEMENTATION PLAN

- Problems outside the scope of the VAC system including facility-owned LAN, any facility-owned computers.

Time Frame for Response - VAC will respond to all Routine events within 24 hours of receipt of the report. Target resolution time for such events is seventy-two business hours*.

*Business hours are defined to be: 8:00 A.M. CST to 5:00 P.M. CST Monday to Friday

IMPLEMENTATION PLAN**INMATE COMPLAINT SYSTEM**

The inmate uses a regular inmate phone which accesses a Toll Free number (which is programmed in the system as ‘allowed’) that calls into the FSH Corrections’ Customer Services Center which is answered by an Inmate Specialist. The inmate reaches a recorded message with instructions on how to enter the complaint into an automated voice mail system. There are no live operators involved directly with the inmate and all complaints are recorded. Facility staff time is greatly reduced with this process, and the Inmate has some control over their concern and can expect timely resolution. FSH continuously analyzes call volumes, response times and customer feedback so that enhancements can be made.

The following is an *example* of how the Inmate Complaint System process works at the Oregon DOC. Instructions are printed in English and also available in Spanish, and may be posted near the inmate phones or distributed directly, as the State or Facility sees fit.

FSH Inmate Direct Voice Mail Message for Repair

The following is the message (in italics) that the Inmates hear when calling the FSH Repair Voice Mail Service:

“Hello! You have reached the inmate repair line for FSH. To allow us to handle your request, please answer a few questions about the inmate payphone location and problem. A tone will follow each question. Please answer the question after you hear the tone. Following your answer, please press 1 to hear the next question. If a question does not apply to you, please say so before pressing 1.”

1. *What is your name and SID number?* Answer & Press 1
2. *What is the name of the correctional facility?* Answer & Press 1
3. *What is the location of the payphone in the facility?* Answer & Press 1
4. *Describe the trouble you experienced and the date it happened.* Answer & Press 1
5. *Provide us the telephone number, & the area code where you are calling to.* Answer & Press 1
6. *Repeat any operator messages you heard.* Answer & Press 1

Thank you for using FSH Secured Calling Solutions. We apologize for any trouble you have experienced.

Note: No live answer is provided. Do not swear or use profane language – calls of this nature will be passed on to prison authorities.

FSH El Mensaje del Correo de la Voz del preso

El siguiente es el mensaje (en la escritura de cursiva) que los Presos oyen al llamar el Servicio del Correo de la Voz de la Reparación de FSH:

¡ "Hola! Usted ha alcanzado la línea de la reparación de preso para FSH. Para permitirnos manejar su pedido, contesta por favor unas pocas preguntas acerca de la ubicación de preso y problema. Un tono seguirá cada

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pregunta. Conteste por favor la pregunta después que usted oye el tono. Siguiendo su respuesta, aprieta por favor 1 en oír la próxima pregunta. Si una pregunta es no aplica a usted, dice por favor tan antes de apretar 1."

1. *¿Qué es su nombre y el número de SID? respuesta y prensa 1*
2. *¿Cómo se llama la facilidad correccional? respuesta y prensa 1*
3. *¿Qué es la ubicación del payphone en la facilidad? respuesta y prensa 1*
4. *Describa el problema usted experimentó y la fecha que lo sucedió. respuesta y prensa 1*
5. *Proporcionémos el número de teléfono, & el código postal donde usted llaman a. respuesta y prensa 1*
6. *Repita cualquier mensajes de operario que usted oyó. respuesta y prensa 1*

Gracias para utilizar el Público de FSH Conseguir acceso a los Servicios de Soluciones. Nosotros nos disculpamos para el problema que usted ha experimentado.

ISSUES REPORTED BY INMATE – EXAMPLE**BILLING ISSUES:**

If you hear the operator message: "This number is not authorized to accept collect calls." the called party will also hear the message and they must contact Value-Added Communications at 1 800 786-8521.

REPAIR ISSUES:

Report only these problems on the Voice Mail Number

1. A phone has physical damage.
2. A number does not accept blocked or private numbers.
3. An area code or prefix does not work.
4. Cut offs during a non-debit Collect call.
(If 3-way or call forwarding features were not used.)
5. You always hear a ring, but no one answers.

DEBIT CALL ISSUES:

For resolution of Debit Call problems contact VAC in writing by mail at:
VAC, INC; ATTN: ORDOC Debit; P.O. Box 941366; Plano, TX 75074

Please be sure to state what the problem is as specifically as possible:

1. Debit deposit issues.
2. Refunds for disconnects on debit calls.
3. Other debit account issues.

OTHER PHONE ISSUES:

1. All issues with your PIN number.
2. Fraud or stolen PIN accounts.
3. Phone number approvals.

For the above problems contact the Inmate Phone Specialists by written communication to:
Inmate Phones Specialists, 2575 Center St. NE, Salem, OR 97301

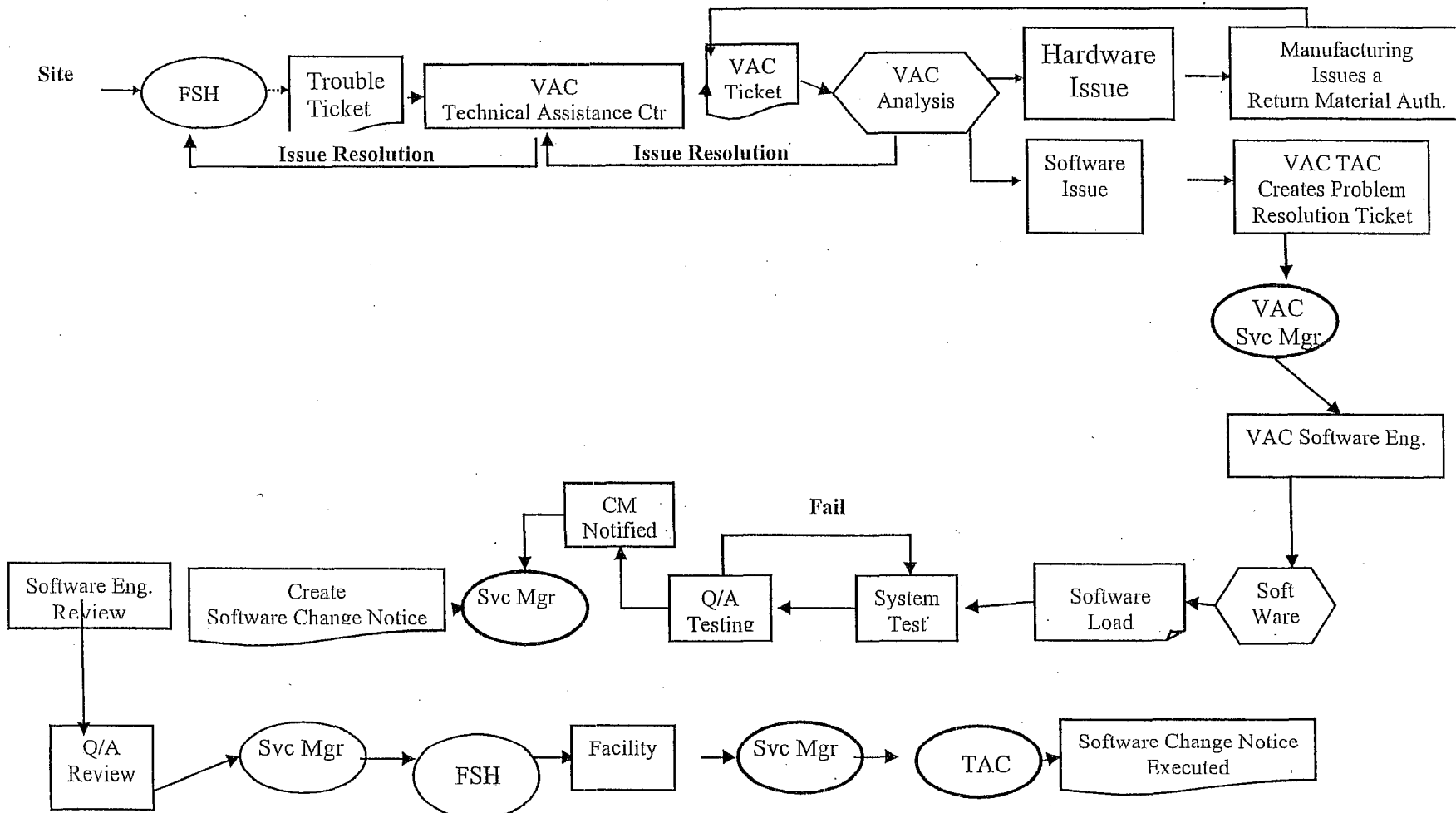
IMPLEMENTATION PLAN

A FSH employee clears the mailbox a minimum of three times per day. FSH dispatches a trouble ticket to the appropriate responsible party (e.g. FSH, GTL, or VAC). If the inmate experiences a "can't call out" issue we research it to determine the cause and offer resolution as necessary. Reports are generated for the FSH Account Executive and Support Team, the Facility and any impacted Vendor. Report consists of the following fields:

1. Date of Call
2. FSH Employee Name
3. Mailbox Number
4. Inmate Name
5. SID or PIN
6. Facility
7. Phone Location
8. Problem
9. Call To Number
10. Operator Message
11. Trouble Code
12. Status Code
13. Resolution
14. Date Resolved

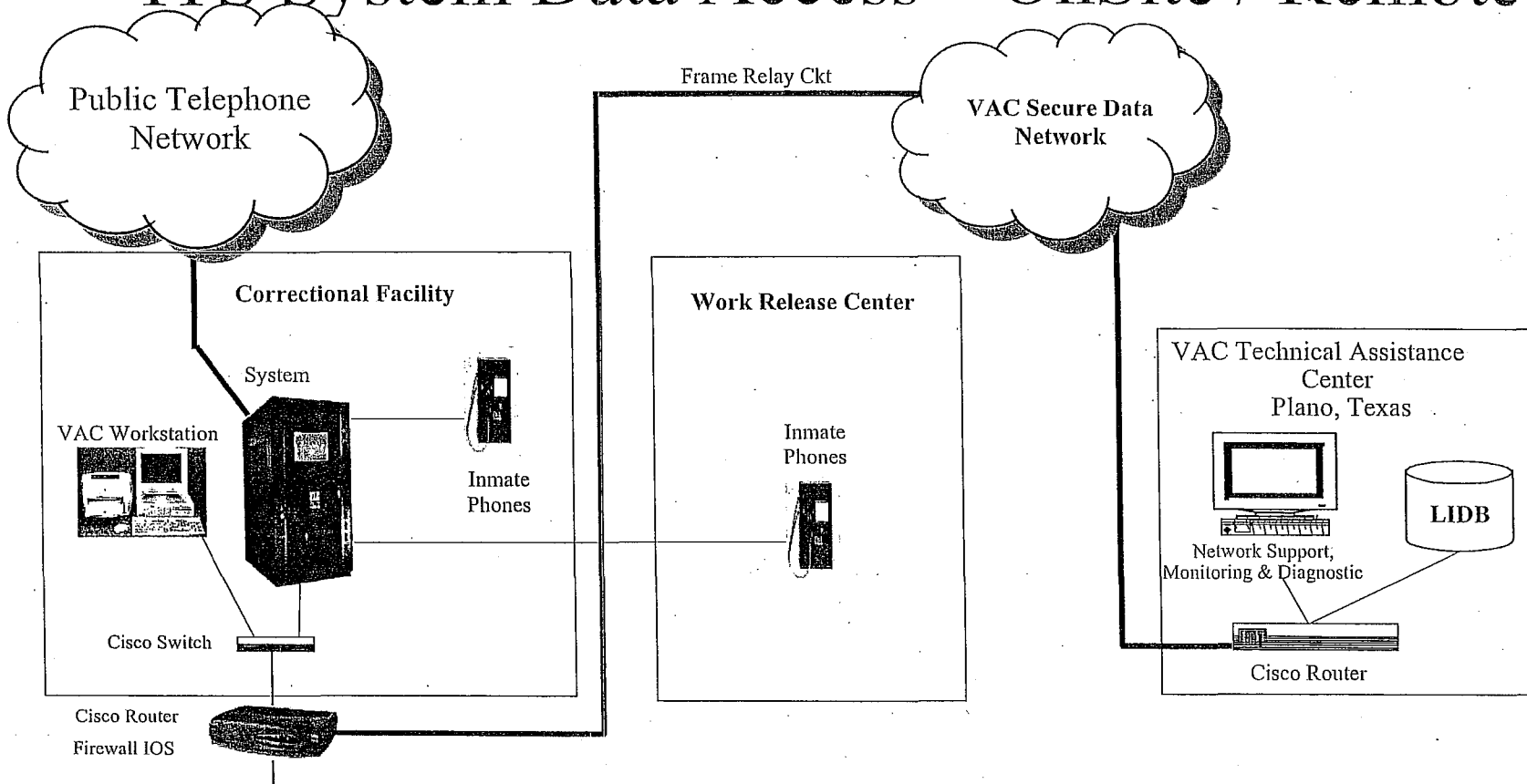
IMPLEMENTATION PLAN



Trouble Ticket Flow Chart



IMPLEMENTATION PLAN

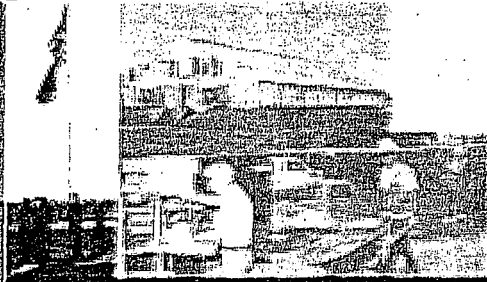
ITS System Data Access – OnSite / Remote



 State / Facility Users via LAN Option 



WORKING TOGETHER
FOR SAFE COMMUNITIES



Washington State
**DEPARTMENT
OF CORRECTIONS**

Request for Proposals **CRFP6446**

State of Washington Department of Corrections

Offender Telephone System
And Recording / Monitoring

TECHNICAL PROPOSAL

Respectfully Submitted October 3, 2005 By:

FSH Communications

Joanna Sissons, Account Executive

1600 7th Avenue, Room 2604 • Seattle, Washington 98191

The information contained in this proposal is proprietary in nature and should be disclosed only to those individuals within the State of Washington who have a need to know or those who have made a request pursuant to Chapter 42.17 RCW. This proprietary information should not be disclosed without the prior consent of FSH Communications.

TECHNICAL PROPOSAL

SECTION 5

5. Technical Proposal Requirements (22 Points)

5.1 Vendor Responses (MS):

The vendor must respond by identifying the technical requirement and providing sufficient narrative/written responses to allow the evaluators to fully understand and score how the phone system proposed by the vendor meets and/or furthers the following business/program needs. A vendor response of “Read, understand, and will comply” is not sufficient and will result in a score of zero without more description by the vendor of how they propose to meet the requirement.

→ FSH Response:

FSH will provide sufficient written responses to each question to allow evaluators to fully understand and score how the proposed system will meet and/or further the State of Washington Department of Corrections’ needs. FSH further understands that without a sufficient description, a score of zero will be given.

5.1.1 (MS – 4.0) Protect the public from unwanted / unsolicited / fraudulent offender calls.

→ FSH Response:

The proposed system has been designed and engineered to provide strict call control to prevent all potential types of fraud and protect the public from unwanted, unsolicited, and potentially fraudulent offender calls. There is no direct access to 800, 866, 877, 888, 900 numbers, multiple long distance carriers via 800, 866, 877, 888, 900, 950, 976, or 10XXX numbers, the 911 emergency systems, 411 and /or 555-1212 or any other information service and other calls as defined from time to time by the State.

An overview of the security features that are employed through the VAC inmate calling system is as follows:

Feature Name	Description	Protection Provided
Automated Collect Calling	Allows inmates to place calls without the assistance of a live operator. This is accomplished through a series of voice prompts and inmate responses through the phone keypad or handset	<ul style="list-style-type: none"> • Prevents inmate access to live operators who can be manipulated to allow otherwise unauthorized call placement. • Provides high level of call control not available with live operator services.

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Feature Name	Description	Protection Provided
	mouthpiece.	<ul style="list-style-type: none"> Eliminates potential for operator harassment.
Custom Site Name Announcement and Branding	Provides called party with location of caller and name of company providing the calling service.	<ul style="list-style-type: none"> Provides assurance that the called party knows the call originates from a correctional facility and prohibits inadvertent acceptance. States the company name to the called party which will provide the telephone company billing to be easily recognized. Provides the called party with the facility name if needed to request a block or report harassing call attempts.
English/Spanish Voice Prompts	Provides the calling and the called party with the option of English or Spanish voice prompts during call set-up.	<ul style="list-style-type: none"> Provides ease of understanding of system use for Spanish-speaking inmates and call recipients to avoid inadvertent call acceptance.
LIDB Validation	LIDB Validation query to ensure that the call can be billed and / or should be allowed.	<ul style="list-style-type: none"> Provides protection against placement of calls to numbers with collect call restriction, cell phones, or pay phones. Complies with State and Federal regulations regarding prohibition of collect calls to called parties that have specifically requested blocking of this call type.

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Feature Name	Description	Protection Provided
Dual Tone Multi Frequency (DTMF) Positive Call Acceptance	Requires acceptance by the called party through the keypad of their touch-tone phone.	<ul style="list-style-type: none"> • Ensures acceptance by the called party. • Virtually eliminates the risk of "false" acceptance by answering machines, fax machines or automated attendant systems, or other inappropriate connections such as pagers, busy signals, pops or clicks, operator intercepts.
Rotary Positive Call Acceptance	Recognizes acceptance by the called party through the signal generated by dialing a number on their rotary phone.	<ul style="list-style-type: none"> • Ensures acceptance by the called party for calls placed to persons served by older switching equipment that does not offer touch tone service and to those that still own rotary dial phones. • Virtually eliminates the risk of "false" acceptance by answering machines, fax machines, automated attendant systems, or other inappropriate connections such as pagers, busy signals, pops or clicks, operator intercepts.
Workstation display of calls in progress	Provides live call activity detail viewing.	<ul style="list-style-type: none"> • Excellent resource for troubleshooting and investigative review. • Provides instant snapshot of system activity.

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Feature Name	Description	Protection Provided
System identification of telephone location	Provides phone location identification for each call placed.	<ul style="list-style-type: none"> • Excellent cross reference resource for use in not only surveillance, but system management and maintenance as well. This enables investigators who may be monitoring calls to immediately locate the inmate should they encounter harassment of any called party.
Central Office provided Answer Supervision	Utilizes digital signaling from the distant central office to confirm answer.	<ul style="list-style-type: none"> • Provides the most accurate determination of called party answer and therefore the most accurate timing and billing of accepted calls.
System provided answer supervision	Internal system metrics are used to determine when answer occurs for purposes of initiating voice prompts for collect calls.	<ul style="list-style-type: none"> • Provides reliable confirmation of call start that provides callers with voice prompts for proper call handling.
Block sound path during call setup	Prohibits communication between inmate and called party prior to call acceptance.	<ul style="list-style-type: none"> • Gives the called party the opportunity to reject the call without being heard by the inmate. • Eliminates opportunity for inmate to harass the called party during set-up. • Eliminates opportunity for the inmate to pass messages during the call set-up period.

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Feature Name	Description	Protection Provided
Prevent Extra Dialed Digits	Blocks keypad entries once the inmate has entered all necessary information for call placement.	<ul style="list-style-type: none"> • Prevents inmate from attempting to by-pass or circumnavigate system controls. • Prevents inmates from using the keypad to access the called party's phone system when placed on hold.
Hook-switch secondary dial tone control	Prevents inmate from manipulating the hook switch to receive "secondary dial tone." Following call completion or during call set-up.	<ul style="list-style-type: none"> • Prevents inmate from by-passing system controls, such as blocking or allowed call lists, via hook-switch. • Any time the hook switch is depressed, the system terminates the current call and starts the new call process, forcing the inmate to initiate a new call and prevent the inmate from chain dialing of potentially fraudulent calls.
Three-way Call Detection and tracking	Detects three-way call attempts and notates call detail record.	<ul style="list-style-type: none"> • Allows for non-intrusive investigation/tracking of three-way calling activity and prevents inmates from circumventing system call controls. Such as blocking.
Three-way call Detection Voice Overlay Warning	Detects three-way call attempts and initiates a voice overlay announcement.	<ul style="list-style-type: none"> • Provides notice to third party that they are speaking to an inmate at a correctional facility. • This is helpful in warning unknowing third parties so that they can report the activity and/or terminate the call.

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Feature Name	Description	Protection Provided
Three-way Call Detection Disconnect	Detects three-way call attempts, plays an explanatory message, and disconnects call and notates call record.	<ul style="list-style-type: none"> • Allows for immediate disconnection of potential three-way calling activity.
Random Voice Overlay	Provides random voice overlay telling all called parties that the call is originating from an inmate at a correctional facility.	<ul style="list-style-type: none"> • Provides reminder / warning to call recipients that the call is coming from an inmate. • Provides additional protection against the potential negatives of three-way calling without using detection methods.
PIN with allowed call list	Limits each PIN to a specified list of allowed telephone numbers to call. No other telephone numbers may be called other than those that appear on the inmate's individual list.	<ul style="list-style-type: none"> • Provides complete control and prevents random dialing of the phone numbers called by inmates. • Minimizes risk of PIN theft since inmate would only be allowed to call those numbers on the stolen PIN list.
Inmate Name Announcement – One Time Recording	Records inmate name at the time of PIN assignment or at the time the first call is placed.	<ul style="list-style-type: none"> • Prevents the use of the name recording as a means for harassment or passing messages.
Individual Called Number Blocking	Prevents inmates from calling specified numbers or groups of numbers.	<ul style="list-style-type: none"> • Essential feature to stop unwanted call attempts to victims, jurors, facility personnel, etc. • Stops harassing call attempts and minimizes "wasteful" use of phones on unwanted calls and leaves more phone time for productive calls.

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Feature Name	Description	Protection Provided
Group Called Number Blocking	Prevents inmates from calling specified groups of numbers.	<ul style="list-style-type: none"> • Essential feature to stop unwanted call attempts to toll free numbers, pay-per-call numbers (900/976), directory assistance, 911, and other large blocks of numbers that can be used for fraudulent purposes.
Called Party Initiated Blocking	Allows called party to block all future calls from the inmate by dialing specified digits when a call is received.	<ul style="list-style-type: none"> • Provides instant harassment control in the hands of the harassed party.
Completed Calls Limitation	Limits completed calls to any particular number within a given day.	<ul style="list-style-type: none"> • Allows for control of call volume to help family manage costs without having to refuse inmate's calls. • Helps to prevent inmates from monopolizing phone access with an excessive amount of calls.
Declined Calls Limitation	Establishes a daily limit for the number of declined calls placed to any given number.	<ul style="list-style-type: none"> • Minimizes hacking attempts and harassment caused by inmates calling the same declined number repeatedly.
Workstation Alert	Provides investigator with instantaneous knowledge of calls of specific interest made by the inmate or to a called number	<ul style="list-style-type: none"> • Allows investigators to target suspicious activity and be advised automatically when it occurs. • Allows investigators to terminate inappropriate targeted calls immediately.

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Feature Name	Description	Protection Provided
SNITCH – Remote Investigative Alert	Provides investigator with the ability to leave their workstation and still have instantaneous knowledge of calls of specific interest made by the inmate or to a called number	<ul style="list-style-type: none"> Allows investigators to target suspicious activity and be advised automatically when it occurs. Allows investigators to terminate inappropriate targeted calls immediately.

5.1.2 (MS – 4.0) Identify, document and record conversations affecting security of institutions and inappropriate/illegal activities. All calls from offender telephones will be processed and recorded through the offender calling system. All calls from designated attorney phones must be processed separately from the offender calling system and will not be recorded.

➔ FSH Response:

DESIGNATED ATTORNEY TELEPHONES

FSH and GTL presently provide separate attorney telephones at WA DOC facilities. The attorney inmate telephones are located at a completely separate location from the regular inmate phones. These phones use a separate line that is not connected through the call control system whatsoever and therefore can not be recorded. Using the separate line provided, the correction officer dials the telephone number of the attorney on a regular desk type phone and waits until the call is accepted, then uses a transfer key to transfer the call to the inmate waiting at the designated inmate phone to talk to his/her attorney. All equipment is supplied at no cost to the State by FSH.

In the event that an inmate does not use the legal phones that WA DOC has provided, the Privileged Call Protection feature allows the facility to identify attorney telephone numbers so that calls to these numbers will not be monitored or recorded. This feature is at the option of WA DOC.

MONITORING AND RECORDING FEATURE DESCRIPTIONS

The System will be configured with the Shadow Full Channel Monitoring and Recording feature that is currently deployed at both Washington State Penitentiary and Airway Heights' facilities. The monitoring and recording is fully integrated within the System. This digital recording and monitoring solution offers full monitoring and recording capability of all calls within any given facility regardless of whether the investigator is on-site or remotely located.

TECHNICAL PROPOSALSIMULTANEOUS PLAYBACK AND RECORDING OF CALLS

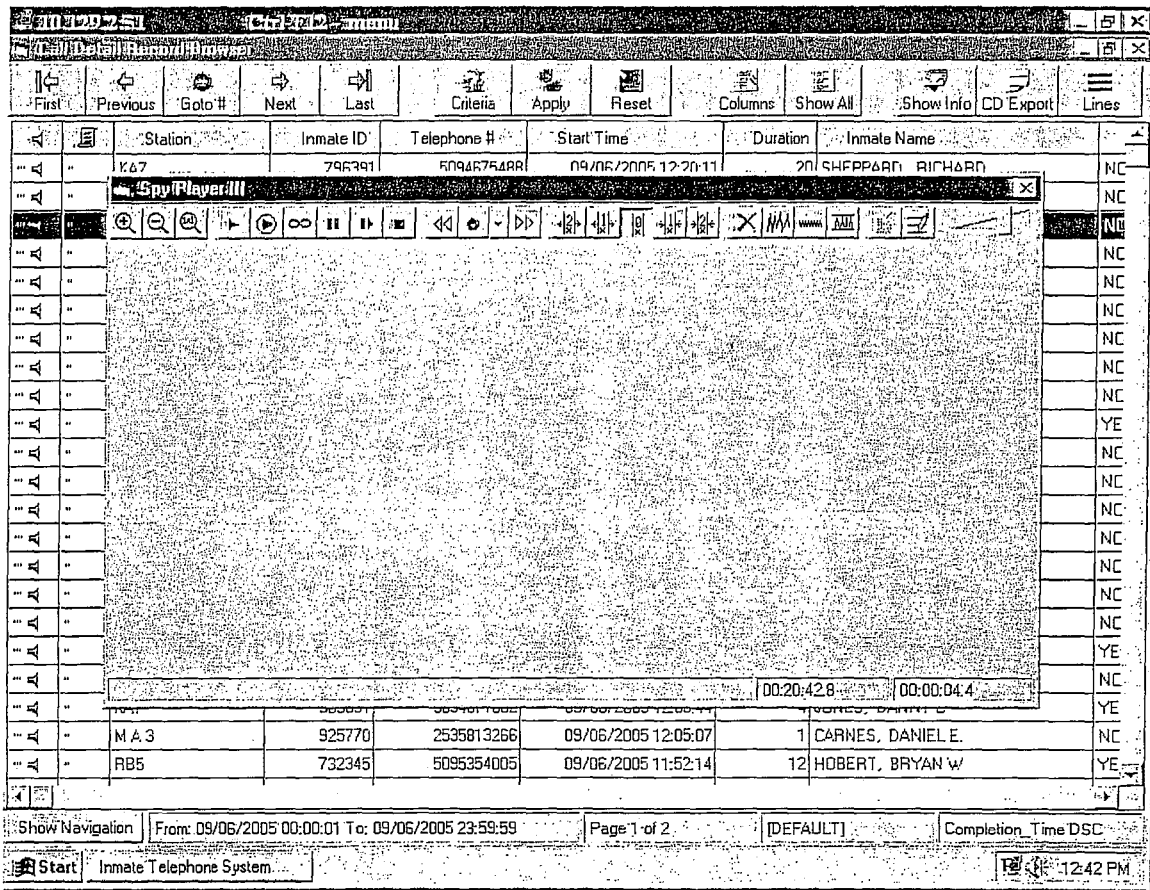
The System provides for simultaneous playback of recorded calls and continuous recording of live conversations. Call recordings are available for playback immediately via the workstations provided without any impact to ongoing recording functions or call processing.

REAL TIME CALL ACTIVITY FOR INVESTIGATIVE MONITORING

The System Workstation is capable of showing real time call activity. Investigators can view all calls in progress or all stations and simply select the call they wish to monitor real-time without any interruption to the recording process and without detection (no audible signaling or frequency) by the inmate or called party.

Regardless of whether the call is monitored, all calls are digitally (tapeless) recorded and archived for subsequent playback on demand. From any System workstation, authorized personnel, with the proper security access level, may search for calls by PIN, originating telephone stations number, called number, and/or date/time and simply click on the desired call to listen to the recorded conversation. The process is quick and simple and the calls are available for playback immediately upon call completion. While listening, the investigator may add notes to the call recording file. In addition, the investigator may select a pertinent portion of the recorded conversation, save it as a separate file, add notes related to his/her findings and archive the recorded conversation on a CD. This is accomplished with just a few clicks of a mouse.

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SCREEN OF CDR SELECTED TO REVIEW CALL RECORDING

CONSTANT AND CONSISTENT CALL RECORDING

The System will comprehensively record all calls allowing the facility to play back any recorded call. On-site storage will be sized to accommodate six (6) months of call recordings immediately available and accessible on-line. In addition, call recordings utilized for evidentiary purposes may be archived on CDs for long term storage. Recorded CDs may be played on any sound capable PC with a CD drive. Encryption is available to protect and secure the recording files.

All recordings of completed calls begin with the dialed digits being out pulsed - the entire announcement to the called party and the acceptance digit being dialed is captured. This enhances the value of the recordings as evidence in a criminal proceeding. Recording continues until either party hangs up.

For court proceedings and evidence purposes, the ad-hoc query function enable authorized administrative users to generate a virtually unlimited array of inmate call record queries and reports. The user may customize their search of recorded calls by housing unit, individual

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station, by inmate, called number, date, start time, stop time, type of call (collect or debit), duration of call and a variety of other criteria. From this report, the authorized user can select any or all of the calls to listen to, add notes to and/or export to a CD for evidentiary use. The user may utilize 3-DES encryption for exported calls to provide the highest levels of security. Queries of particular value may be saved and named for future use.

RECORDINGS STORAGE - ONLINE AND TO CD

The System stores the digital recordings with all the pertinent information about the call including time, date, inmate, station, called number, carrier, etc. The call data can be searched and displayed by any parameters associated with the call including chronological order. When the call recording is written to CD the pertinent data is also written to CD and is associated with the recording. The calls on the CD can be sorted by Inmate ID, Name, and Date/Time.

Each workstation on the System will be equipped with a CD burner that will allow the facility to copy inmate recordings to CD. The System provides digital recording of the Inmate calls that have no loss in quality from the actual call. The recordings are stored with all the pertinent call data including the time, date, inmate, station, called number, carrier, etc. The workstation will be equipped with a sound card and speakers that will allow the Investigator to confirm the accurate transfer of the recorded information. In addition, any State workstation that has access to the system recordings can copy the recordings to CD if equipped with a CD burner.

When copying the recordings to CD the user can choose between 3 options: (1) Data CD, (2) Audio CD, and (3) CD Lite.

Data CD - SECURE - Stores the recordings with all the pertinent call data including the time, date, inmate, station, called number, carrier, etc. The Data CD can be played from any Windows® 98 OS or later PC/Laptop using the VAC provided selector application (for sorting and searching recordings on the CD) and ITSII player. The ITSII Player provides many desirable features over competing players such as strong editing, looping, magnifying, step function, speed up, slow down, book marking, etc. Additionally, the CD can be encrypted using strong 3DES encryption. The intention is for the Data CD to provide a "chain of custody" that guarantees that the recording was made on the System and has not been altered. This could be very valuable in those cases where the origin and handling of the prosecution evidence is being contested.

TECHNICAL PROPOSAL

Audio CD – Non-Secure - Records the inmate calls to CD as standard audio files. The Audio CD can be played in any CD player including automobiles, boom boxes, PCs, etc. The files can be copied from the CD for distribution if desired. These files, as with any of the "standard" WAV or MP3 files, can be edited with standard audio editing software and are therefore would not be considered appropriate for court evidence.

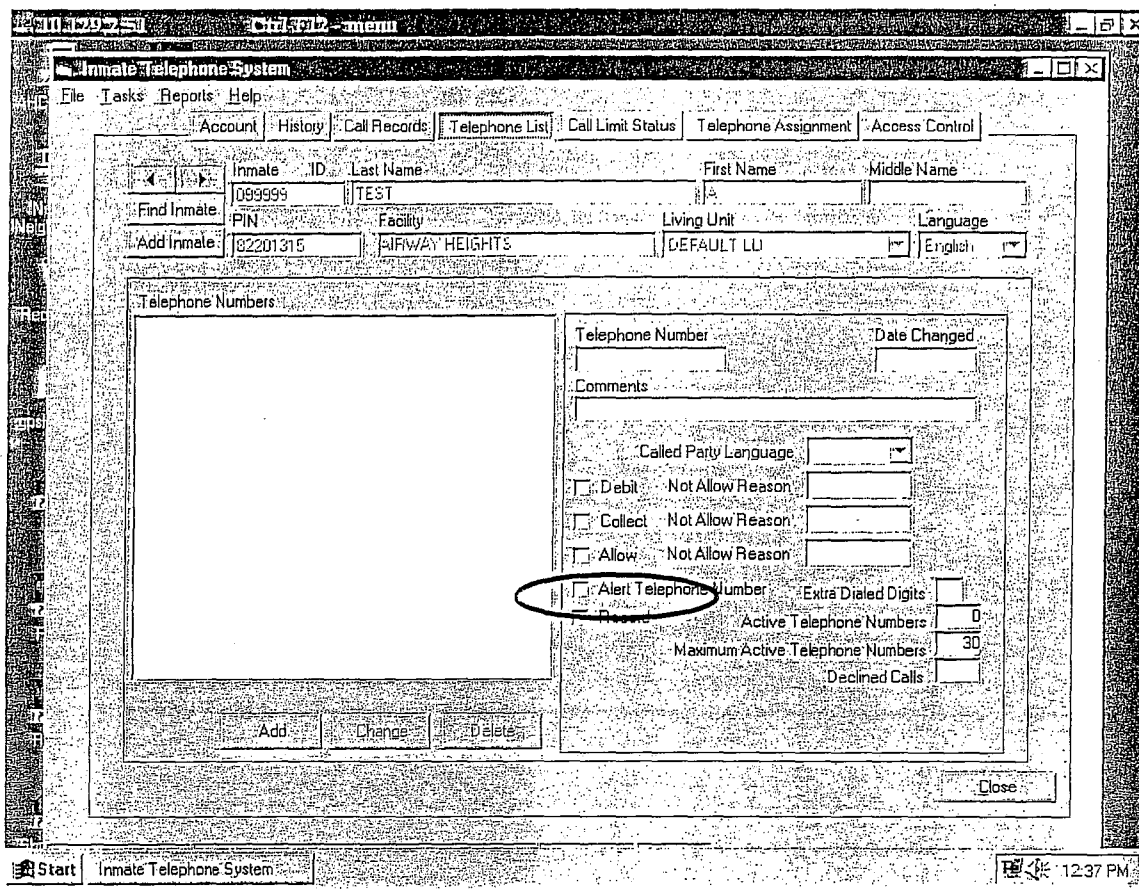
CD Lite – Non-Secure: This option is for the non-discriminating user that wants to copy the data quickly to CD and doesn't need the feature rich ITSI player or encryption of the Data CD option. Additionally, the CD Lite option allows the user to play the recordings without the CD loading any Active-X controls or files on the playing computer.

ON- SITE ALERT NOTIFICATION

The System allows for manual set up of the monitoring and recording connection on an as needed basis on the personal computers provided by FSH and located at the facility. The System does have the capability to select a particular telephone number for recording or monitoring while a call is in progress.

Authorized users of different access levels may establish alert call settings based on inmate, inmate phone, or called number. When a call matches the alert setting, active users belonging to the appropriate security access level are visually notified. An investigator can listen to the call in progress through the live monitoring feature. Any calls with an alert set on them will be specifically flagged in the CDR record and can be retrieved and played at a later time, if desired.

TECHNICAL PROPOSAL



ALERT NOTIFICATION SCREEN

REMOTE ALERT NOTIFICATION - SNITCH

The System can call an Investigator’s phone number, during designated hours, to announce an alert and offer live monitoring of calls. The Alert Notification System announces to the investigator that an alert event has occurred and requires the investigator to enter a PIN as security to ensure an authorized individual has answered the phone. Once the PIN is entered and verified, the System provides instructions to the investigator that allows them to identify the inmate(s) or called number that triggered the alert. Once validated, the investigator is immediately listening to the conversation of the altered call. The call can be cut off should the investigator deem it necessary. Any action taken is logged. The Alert Notification System supports English prompts.

Once the Investigator has listened to the call, the System will no longer attempt to contact the Investigator for that specific alert event. The System only attempts to deliver notifications during the specified time of day and ranges set for each individual. The alert is logged on the CDR record for the call of interest for subsequent playback, appending of notes and copying to a CD, if desired.

TECHNICAL PROPOSAL

The Focus 100 database is maintained in two locations. The first is on-site at the facility. The second is a server location that VAC designates as the "HQ Server" which will house a redundant copy of all CDRs for all facilities for all calls, complete and incomplete, throughout the State DOC. If either database fails, it can be restored by the other system. Additionally, each database is also backed up to one additional location providing three independent database backup locations.

Inmate call recordings are stored on the site server at the site where the calls were made. Redundant copies of call recordings are stored on a NAS Server within each system on site.

SYSTEM SECURITY – NETWORK

The Focus system typically sits in an autonomous WAN that is interconnected to each site in a mesh configuration and then connected to VAC via a secure data circuit. The mesh configuration allows access from all sites to all sites on the autonomous WAN. The data circuit is necessary for LIDB validation, Call Detail Record gathering, maintenance activity, and system monitoring. The WAN consists of the equipment servers, Cisco Switch, Cisco routers and firewalls, and workstations that are dedicated to the ITS system. The WAN DC will be a 2003 Server OS NEBS compliant, dual Xeon, Raid5 HSS disk array, server package running active directory.

As mentioned, the ITS System will be deployed on an autonomous WAN and is not part of a customer WAN. Access between the ITS WAN and the customer WAN is possible typically via a Cisco firewall, should Washington require access to the ITS by the DOC's PCs.

SYSTEM SECURITY – USERS

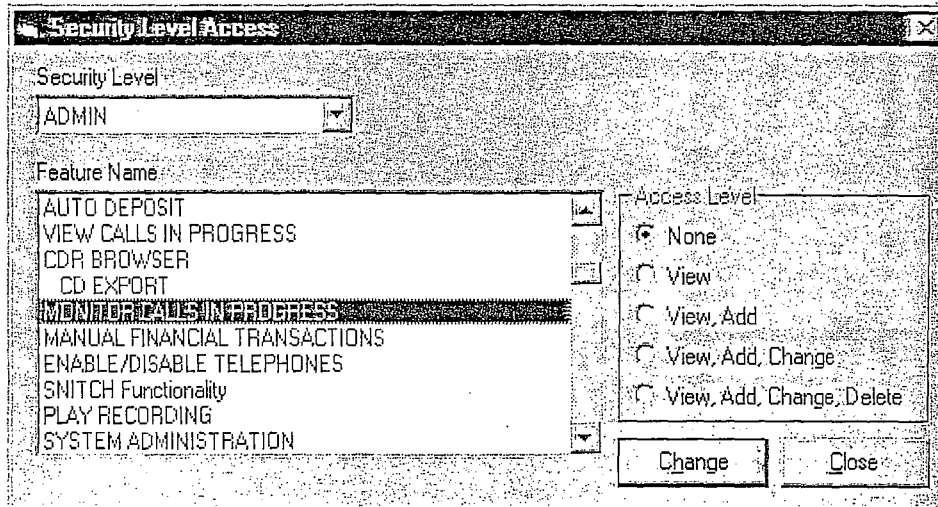
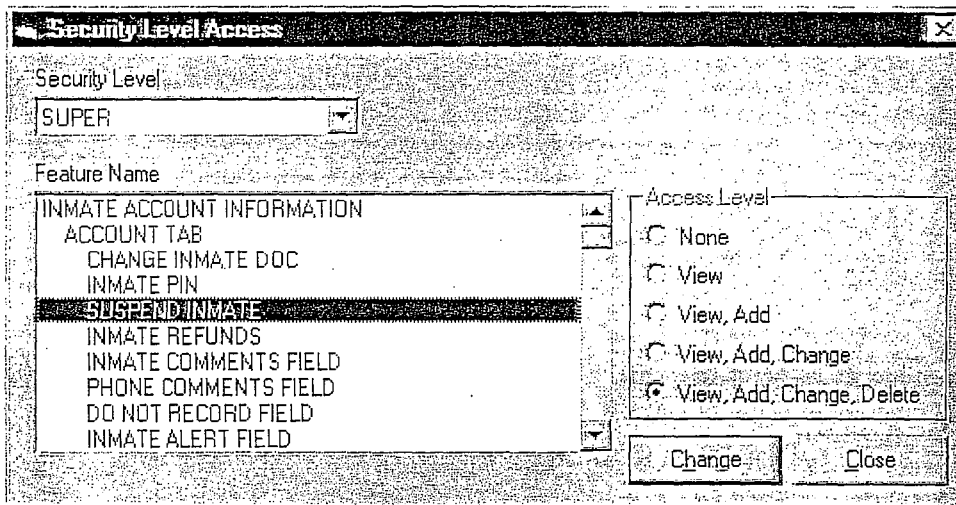
The ITS requires the use of an assigned username and password to access the system. Passwords can be configured to expire after a period of time. Users are assigned one of eight (8) user authorization levels from Administrator to the lowest user operator level. Each of the security levels can be configured to View, Add, Change, or Delete access any feature option down to the 'check box' level. This gives the ITS Administrator complete control of the user account from the ITS application. Workstations can also be configured to lock out users after a predetermined timeout period.

The Security Level Access screen (shown below) is used to determine the access level for each facility staff member. For each security level, the access capabilities can be set for each feature, as indicated by the radio button. This access ranges from 'None' to 'Full' access. Full

TECHNICAL PROPOSAL

access allows the user to 'View, Add, Change, Delete' records or settings within the feature. The following levels are standard:

- CIPS OPR – Facility Operators
- MON – Monitors
- INTEL – Facility Intelligence Officers
- CID – Investigators
- CHIEF INV – Investigative Supervisor
- TECH – Technical support, remote and on-site
- SUPER – Facility HQ Supervisors
- FACILITY HQ – Facility HQ Operators
- ADMIN – VAC



SCREEN FOR SETTING USER SECURITY LEVELS

TECHNICAL PROPOSAL

All system changes that are made, calls that are monitored, call recordings that are reviewed, CDRs that are appended with comments are recorded with the time, date, and user that effectuated the event to ensure that a log is maintained for security and audit purposes.

SYSTEM SECURITY – POWER FAILURE

The VAC System and each administrative workstation is equipped with the appropriately sized Uninterruptible Power Source (UPS) to provide not less than fifteen (15) minutes of continuous operation in the event of a power surge or interruption.

If commercial power is lost, the UPS will indicate with an audible beeping sound in the equipment room and wherever the workstations are located. Should power be restored within the fifteen (15) minute period, there will be no interruption of call processing or workstation functioning. If the interruption exceeds this period, call processing functions are interrupted until such time as power is restored. Regardless of any interruption in power, call records are protected at all times and not subject to loss. System settings will return to their previous state upon restoration of power.

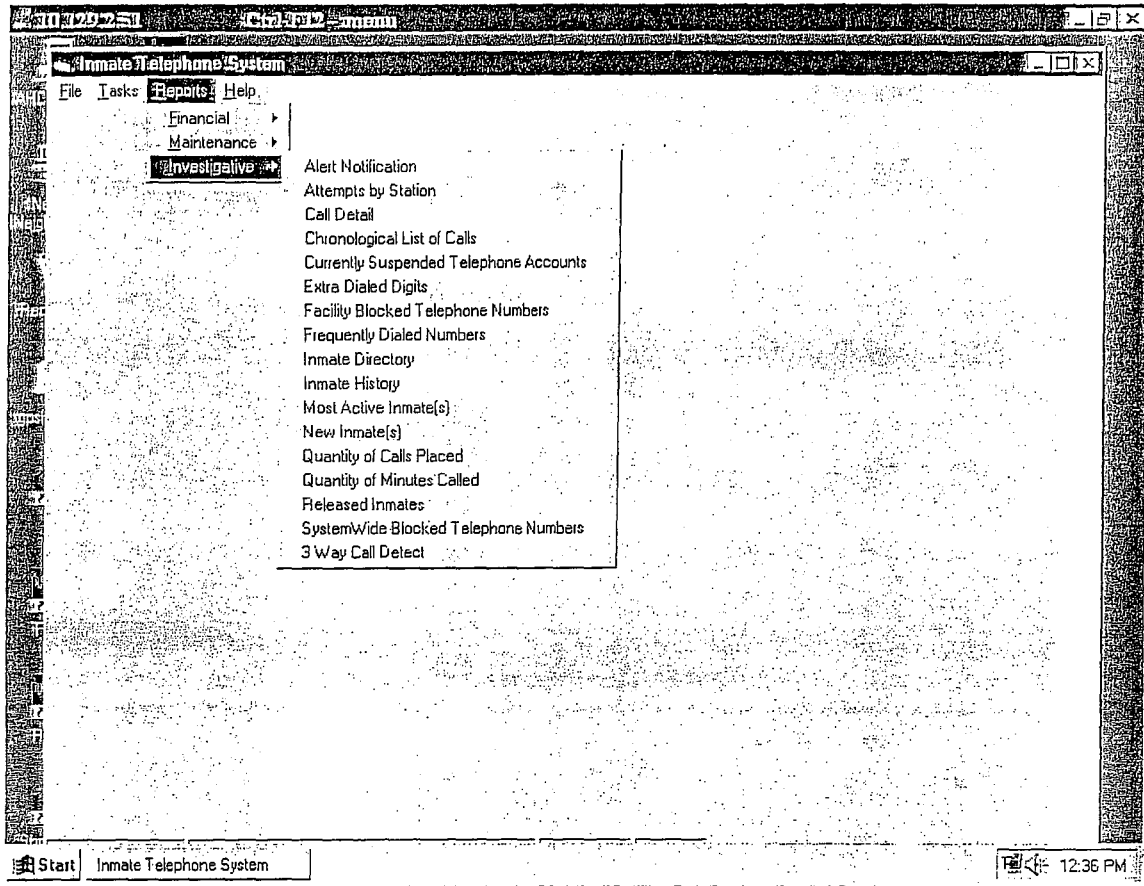
5.1.3 (MS – 2.0) Facilitate effective phone management and usage review by the Department through customized, standard and ad hoc reports.**→ FSH Response:**

Effective phone management is paramount to effective decision making. The State will have access to numerous standard reports, as well as enjoy a robust ad hoc query feature to customize individual reports. In addition, FSH commits to providing additional customized reports as required by the State over the term of the contract. FSH believes strongly that regular phone usage reviews with the each facility, the Department's headquarter staff and others such as Contract and Legal Compliance and Finance departments is vital to effective phone management. Usage data is retained for the life of the contract, with redundant storage.

There are approximately forty (40) standard reports that are available and are easily accessible. These reports are indexed and tabbed by the following categories:

- Financial Reports
- Maintenance Reports
- Investigative Reports

TECHNICAL PROPOSAL



STANDARDIZED REPORT ACCESS SCREEN

STANDARDIZED REPORTS OVERVIEW:

FINANCIAL REPORTS	DESCRIPTION
CALL REFUND	Generates and prints a summary transaction report when a Call Refund transaction is performed.
DAILY CALL CHARGES	Provides a list of collect and debit call activity for a day or date range.
FINANCIAL TRANSACTIONS	Provides a record of the total number of financial transactions for an individual inmate.
INMATE DEPOSIT	Provides a record of individual inmate deposits.
INMATE RECONCILIATION	Offers a detailed reconciliation of an individual inmate's debit account.

TECHNICAL PROPOSAL

MAINTENANCE REPORTS	DESCRIPTION
CITY NPA-NXX SEARCH	Provides the city and state for a particular NPA-NXX.
LOCAL EXCHANGES	Provides area codes and exchanges that are designated for the local calling area.
NON-AREA CODE/EXCHANGE ATTEMPTS	Provides record of call attempts to invalid area codes.
PERCENTAGE GRADE OF BLOCKING	Provides hourly call traffic information showing the number of calls attempted, the number blocked by traffic, and the percentage blocked. The report can be obtained by entering the desired report period.
STATE BY NPA SEARCH	Provides the state for a particular NPA (area code).

INVESTIGATIVE REPORTS	DESCRIPTION
ACCOUNT TELEPHONE NUMBER LIST	Provides a complete current list of allowed numbers associated with a specified inmate account.
ALERT NOTIFICATION	Provides calls made by inmates placed on alert and calls made to telephone numbers that have been placed on alert status during the desired report period. The report can be obtained by entering the desired report period.
APPROVED TELEPHONE NUMBERS SEARCH	Provides a list of the inmates that are allowed to call specific telephone numbers. The report can be obtained by entering the telephone numbers and the desired report period.
CALL DETAIL	Provides the completed calls by inmate (in the order that they were placed) over a specified time. The report can be obtained by entering the inmate and a specified time frame.
CALLS FROM PIN	Provides all inmates' attempts to place calls with

TECHNICAL PROPOSAL

INVESTIGATIVE REPORTS	DESCRIPTION
NOT AT FACILITY	Invalid PIN numbers. The report can be obtained by entering the desired report period.
CHRONOLOGICAL LIST OF CALLS	Provides a log of the calls attempts (successful and unsuccessful) in the order that they were placed. The report can be obtained by entering the type of call (collect, debit, or both) and the desired report period.
CURRENTLY SUSPENDED TELEPHONE ACCOUNT	Provides a list of inmate telephone accounts where calling privileges have been suspended during the desired period. The report can be obtained by entering the desired report period.
EXTRA DIALED DIGITS	Provides a list of all calls where extra dialed digits were detected during the desired period. The report can be obtained by entering the desired report period.
FREQUENTLY DIALED NUMBERS	Provides a list of the telephone numbers called more than a specified number of times within a specified range of dates. The report can be obtained by entering the minimum number of calls to the telephone number and the desired report period.
INMATE DIRECTORY	Provides a log of all inmates. The report can be obtained by entering the desired report period.
INMATE HISTORY	Provides all transactions associated with an inmate telephone account over a specified time including commissary account debit calls, collect calls, deposits, refunds, transfers, and/or changes to inmate telephone list. The report can be obtained by entering the inmate and a specified time frame.
INMATE TRANSFERS	Provides a list inmate telephone accounts that have been received or transferred during a specified time. The report can be obtained by entering the inmate and a specified time frame.
LOCALLY BLOCKED TELEPHONE NUMBERS	Provides a list of all phone numbers blocked by the local facility.
NEW INMATE(S)	Provides all inmate telephone accounts added during

TECHNICAL PROPOSAL

NETWORK ACCESS AT ALL FACILITIES FROM ALL FACILITIES

All Washington State Department of Corrections prison facilities and WA DOC Headquarters will be networked through an interconnected high speed data Wide Area Network (WAN) provided by FSH which is then networked to VAC's Headquarters in Plano, Texas.

ADMINISTRATIVE ACCESS CAPABILITIES

The State will be provided with the same access to administrative features and functionality as currently available.

INVESTIGATIVE ACCESS CAPABILITIES

Based on WA DOC's established investigator security settings, this network will allow investigators at each facility as well as investigators at the WA DOC HQ location access to any given facility and then monitor live inmate calls or listen to inmates' previously recorded calls. 100% of inmates' calls processed through the system will be available for monitoring and 100% of inmates' calls processed through the system will be recorded (with the exception of privileged calls).

In the event that an inmate does not use the legal phones that WA DOC has provided, the Privileged Call Protection feature allows the facility to identify attorney telephone numbers so that calls to these numbers will not be monitored or recorded.

SECURITY

The single compelling requirement that each of our customers have relative to the technical architecture of the VAC inmate call processing system is security. The four major aspects of security are addressed as follows: Database Security, Network Security, User Access Security, and System Security in the event of a power outage.

SYSTEM SECURITY - DATABASE REDUNDANCIES

As the Call Detail Record is the foundation for all investigative activity, CDRs are polled every five (5) minutes throughout the day. To ensure the integrity of the CDRs, VAC's standard operating procedure is as follows: the site CDRs for all complete and incomplete calls are maintained on site in the server, a component of the Focus 100 system. The CDRs are then copied to the VAC designated HQ Server, a second unique location for CDR storage. Next the CDRs are backed up to Plano, Texas, and stored on the Billing Server, the third backup copy. The Billing Server database is again backed up and stored on another disk array as the fourth storage location. The Billing Server database is also copied to magnetic tape and stored off-site, providing five independent backup locations for storage of CDRs.

TECHNICAL PROPOSAL

INVESTIGATIVE REPORTS	DESCRIPTION
	the specified time period. The report can be obtained by entering the desired report period.
QUANTITY OF CALLS PLACED	Provides a list of all inmates that have placed calls in excess of the user-defined number of calls in a specific time period. The report can be obtained by entering the minimum calls threshold, type of call (collect, debit, or both), and desired report period.
QUANTITY OF MINUTES CALLED	This report provides a list of all inmates that have placed calls in excess of a user defined total amount of minutes in a specific time period. The report can be obtained by entering the minimum amount of minutes threshold, type of call (collect, debit, or both), and desired report period.
RELEASED INMATES	Displays inmates released and removed from the inmate telephone system. The report can be obtained by entering the desired report period.
SPEED DIAL SEARCH	Displays inmates who have called the same telephone number during a specified time. The report can be obtained by entering 3-digit speed dial codes.
SYSTEM-WIDE BLOCKED TELEPHONE NUMBERS	Provides a list of all phone numbers globally blocked throughout the prison system.
TELEPHONE NUMBERS CALLED BY MORE THAN ONE INMATE	Provides a list of telephone numbers that have been called by a user defined number of inmates within a specific time period. The report can be obtained by entering the minimum number of inmates calling and the desired report period.
TELEPHONE NUMBERS LISTED IN MORE THAN ONE ACCOUNT	Provides the telephone numbers that are on more than one inmate's list of numbers allowed to be dialed. The report can be obtained by entering the minimum number of inmates calling and the desired report period.
TELEPHONE NUMBER	Provides a list of all calls made to a user specified

TECHNICAL PROPOSAL

INVESTIGATIVE REPORTS	DESCRIPTION
USAGE	telephone number(s). The report can be obtained by entering the telephone number, type of call (collect, debit, or both), completed, uncompleted, or both calls, minimum call duration, and a specific time period.
TOLL FREE NUMBERS CALLED BY INMATES	Provides a list of toll free numbers (800, 866, 877, 888 etc.) called by inmates. The report can be obtained by entering the desired report period.
THREE-WAY CALL DETECT	Provides a list of how many Three-Way Call attempts were detected. The report can be obtained by entering the desired report period.

In addition to the standard reports, a flexible, user friendly CDR Browser ad hoc query is provided to generate customized reports. The format can be customized to:

- Display or suppress any stored piece of information about a call record,
- Sort ascending or descending on any of the fields selected,
- Select for one or more values in each selection field (e.g. multiple originating stations, multiple called numbers)
- Allow wild card search criteria
- Select for a range of dates and times
- Search calls of a specified length
- Search calls of a particular type
- Any call selected can be played by users with appropriate security authority as well as exported to a CD for evidentiary use
- Save frequently used ad hoc queries for future use.

The user will select their search criteria for a specified report and view the report results. The screen shot below depicts how the user is allowed to define the parameters to be applied to produce the customized report:

TECHNICAL PROPOSAL

Call Detail Record Browser

First Previous Go to # Next Last Criteria Apply Reset Columns Show All Show Info CD Export Lines

General Station Living Unit Inmate Completion Code Telephone Profile

General Selections

From: 9 / 6 / 05 00:00:01

To: 9 / 6 / 05 23:59:59

Transaction Type: No Preference

Alerted: No Preference

Recorded: No Preference

Protected: No Preference

Comments: Add Remove

Apply

Search Cancel

Start Inmate Telephone System 12:39 PM

SAMPLE CDR QUERY

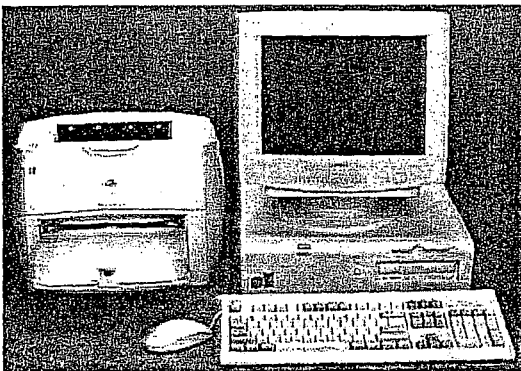
TECHNICAL PROPOSAL

Station	Inmate ID	Telephone #	Start Time	Duration	Inmate Name	
RB5	1829503	50956620876	09/06/2005 12:19:43	20	AGUIAR, JERIGMENDY	NC
MB2	272369	2536270541	09/06/2005 12:18:26	20	TORRES, JOHNNY A	NC
C4East7	943053	5097583433	09/06/2005 12:15:15	20	ROY, NICHOLAS S.	NC
MA 5	739308	5097475547	09/06/2005 12:12:42	20	HALL, ROBERT	NC
RA 3	747192	2067640191	09/06/2005 12:12:49	20	GALEN, JASON	NC
TA 6	738434	5094661804	09/06/2005 12:20:45	11	TEMPLE, BILLY S	NC
NB6	802068	6233374853	09/06/2005 12:11:33	20	MEEGAN, CHRISTOPHER L	NC
MA 1	732551	5092446463	09/06/2005 12:11:01	20	DAUENHAUER, JESSIE	NC
RA7	787709	5095330509	09/06/2005 12:09:30	20	CASH, CHAD L	YE
MA6	942384	5092446437	09/06/2005 12:24:48	4	SYKES, LOVELL M	NC
C5S 3	791694	5097622685	09/06/2005 12:21:22	7	HUGHES, TROY N	NC
C5N 6	776701	5097623875	09/06/2005 12:07:35	20	GARCIA, STEVEN	NC
NB 5	864672	5094334290	09/06/2005 12:04:01	20	SMITH, DANIEL L	NC
MB10	758521	5094831031	09/06/2005 12:02:46	20	SWOFFORD, BENJAMIN G.	NC
TB3	849915	5095824700	09/06/2005 12:15:14	6	LEVASSEUR, MARK A	NC
RB 7	876971	2539467714	09/06/2005 11:57:39	20	PATHDUMCHIT, SINTHARON	NC
C5S 7	936940	5095886517	09/06/2005 12:10:54	4	PDWELL, TIMOTHY	YE
RA6	777852	018779336484	09/06/2005 12:13:19	1	STREGE, ARTHUR J	NC
KA7	989631	5094871002	09/06/2005 12:08:44	4	JONES, DANNY C	YE
MA 3	925770	2535813266	09/06/2005 12:05:07	1	CARNES, DANIEL E.	NC
RB5	732345	5095354005	09/06/2005 11:52:14	12	HOBERT, BRYAN W	YE
C4 West 4	750979	5093272453	09/06/2005 11:42:28	20	MASON, SHAWN P.	YE

SAMPLE CDR QUERY RESULTS

The Data screen allows the user to view call records within a facility, select parameters, view call detail records, play recordings, select/hide columns, and sort data etc.

Using the Administrative Workstation, system administrators and authorized facility staff can generate, view, and print standard or ad hoc reports.



The Administrative Workstation includes color monitor, keyboard, mouse, printer, software, CD/RW, and WAN connection to provide for near real-time feature administration, report generation, and monitoring/recording access. Speakers are provided for recording playback and call monitoring.

TECHNICAL PROPOSAL

FSH also uses the phone management data to monitor inmate calling traffic to proactively adjust to call volumes to ensure abundant access to outbound trunks. In the event that a shortage of trunks are found during peak traffic periods FSH will take immediate action adding trunks as necessary to alleviate any usage congestion. FSH also uses the call management reports to monitor call and payment options.

5.1.4 (MS – 3.0) Available low-cost calling plans that promote/foster offender/family relationships, including a low cost alternative plan to collect calls (fully describe the implementation, management and billing processes as well as criteria for offender or others to use the plans). Fully describe any special features of the plans such as an across the board fixed rate for a 5 minute call or a free 5 minute call on an offender's birthday.

→ FSH Response:

Our proposed call costs, as detailed in the Cost Proposal, will clearly demonstrate our desire and willingness to develop creative, cost effective rates for the inmate or called party that will also pay the State its required commission while providing minimum positive margin for FSH, GTL and VAC. Cost of calls, by whatever call method used, is the only means available to collect the necessary funding to provide the required hardware, software and financial components for the State.

Our Cost Proposal will provide a flat rate for Collect calls, up to 20 minutes, for \$3.50 that terminate in the local, intraLata or interLata boundary. Prepaid or Debit calls, up to 20 minutes, that terminate in the local, intraLata or interLata boundary will enjoy a 10% discount and be charged only \$3.15.

93.69% of all calls made from the DOC facilities fall into these three lata boundaries; therefore the vast majority of calls will be very easy for the inmate and called party to calculate the total call cost. *We have taken the guess work out of these rates, simplifying the billing for the customer and inmate!*

FSH has made a commitment to its customers that it will work with them to offer the most effective and robust call payment options for offenders and their family and friends. It is our intent to provide options to the inmate, called party and State with respect to all of our services – most importantly flexibility of call payment options.

We understand the delicate balance that the State attempts to maintain by offering inmates telephone privileges at a reasonable price that allows the State to utilize enhanced secure recording and monitoring features while also enjoying a financial return that will offset other cost burdens.

Exclusively for Washington Department of Corrections

TECHNICAL PROPOSALCOMPLIMENTARY CALLS

FSH will provide complimentary calls to each inmate each year. Options to facilitate this is to offer annually a free call to each inmate at every facility. This can be accomplished, as suggested, on an inmate's birthday or any designated holiday or by providing a pre-funded Debit account for each inmate that would allow for a complimentary call.

PREPAID CALLING CARDS

In addition, FSH and its partners will also offer prepaid calling cards which the State can give to inmates upon their release from incarceration. This would facilitate their ability to stay in touch with family, contact potential employers, contact parole officer, etc. Prepaid cards may also be allocated for the complimentary call as described above, for each inmate.

REWARDING BEHAVIOR

The State may also consider using an allocated number of complimentary calls to reward inmate behavior. For instance, an offender who has completed a designated program may receive a free call, in addition to their annual free call.

These are just a few of the creative options that the State may wish to consider adopting.

FSH will collaborate with the State and, as necessary, advocacy organizations, to enhance the suggested options or to develop new ones. We will remain flexible and should the State decide to change programs each year we will assist with the design, promotion and implementation.

Call Payment Plans – Provides Financial, Predictable Controls

FSH offers three primary types of call payment plans: Collect (paid for by the called party via traditional telephone or direct bill arrangement), Debit (paid for by the inmate), and Advance Pay (pre-paid account set up by the called party for use only by designated inmate, also known as V-Connect).

Rates are available to all parties during the call transaction, as required by State mandate, further offering financial control to either the Inmate or called party.

COLLECT

Typical outbound collect call is made by Inmate. Rates are at or below the current tariff as fully described in the Cost Proposal document. All inmate call control features of the system and State parameters, as described throughout the Technical Proposal, are in effect during any collect call processed.

TECHNICAL PROPOSAL

When a call is placed, the inmate has the option to select collect calling. Once confirmed, the call is verified against billing, facility and State block tables and the call is placed once all call controls are passed. The inmate is then connected to the called party upon positive acceptance of the call.

DEBIT

FSH recommends deploying an integrated debit calling application at the Washington DOC. Rates are below the current tariff as described in the Cost Proposal document. VAC presently has several customers that use this application extensively through a funds transfer process from the inmate's trust account directly into a phone account that allows the inmate to place debit calls. Phone time is purchased as a commissary item in increments designated by the customer.

The Oregon DOC also allows the inmates to make debit calls using a different management approach. The funds are transferred from the State to the inmate's trust account where VAC then creates or replenishes the inmates' phone accounts. Checks to be deposited into the inmate's account are also sent to VAC from the called parties to fund the inmate's accounts.

One of the main requirements for debit is the use of secured PINs. Each inmate uses their assigned unique PIN to place each call. It is recommended to be a combination of the inmate's booking number and a randomly generated sequence that follows. This PIN is then also tied to the inmate's debit fund account within the system. Deposits are made to the account using the system administrative workstation or may also be funded by the families through VAC.

When a call is placed, the inmate has the option to select debit or collect calling. When debit is selected, (through dialing 1) the inmate's account is checked to ensure that adequate funds are available. Once confirmed, the call is verified against all facility and State block tables and the call is placed once all call controls are passed. The inmate is then connected to the called party upon positive acceptance of the call. The called party is advised that they will not incur a cost for acceptance of the call. Upon completion of the call, the inmate's account is immediately adjusted to reflect the charge for the completed call. This assures that the account balance will remain current at all times and inmates calls will only be allowed if there is an available current account balance.

From a financial standpoint, the System includes specialized accounting functions designed to track all debit account activity. An extensive array of debit reports is available using the VAC system workstation. These include debit account activity detail by inmate, or summary for all debit activity within a given date range.

TECHNICAL PROPOSAL

Again, it is important to note that in all cases, the integrated debit product provides the identical array of inmate call control features associated with collect calling such as blocked numbers, established maximum call length, 3-Way call detection, allowed call lists, allowed call frequency, quantity of calls and any and all other State parameters that are established.

V-CONNECT

Through its Secured Calling Solutions, FSH Communications delivers inmate telephone calling to correctional facilities. Together with its partner, Value Added Communications (VAC), FSH is introducing a new application, V-CONNECT, that will allow a called party to establish a prepay telephone account immediately when called, allowing uninterrupted collect calling to numbers that would otherwise be blocked. In addition, V-CONNECT will allow called parties to budget their communications and avoid unexpected phone bill expenses.

When an inmate at a facility places a call to a cell phone subscriber, an off-net CLEC* customer, or a LIDB blocked LEC customer the called party will be automatically connected to the V-CONNECT system that will provide them with the opportunity to establish a prepaid account and start receiving calls from the inmate immediately. * An off-net CLEC is a Competitive Local Exchange Carrier with whom no billing and collection agreement exists.

How V-CONNECT Works

V-CONNECT allow friends and family of an inmate to set up an account so they can receive collect calls from an inmate at the facility.

When a call is placed to a telephone number that requires V-CONNECT, the called party will receive instructions from an automated operator informing them that they have three options:

- Dial a '4' and setup an account immediately;
- Dial a '5' and receive a one-time complimentary 60 second call; or
- Hang up. The customer has refused to set the account up at this time.

The option messages will be played both to the called party and to the inmate to keep him informed of what is happening. However both parties will not be able to communicate to each other.

If the called party dials a '4' to setup an account immediately, he will be connected to a live operator who will facilitate the transaction. The called party will be able to establish a V-CONNECT account via credit card or other methods.

TECHNICAL PROPOSAL

The inmate placing the call will be played a message stating that the called party cannot accept collect calls yet and to please try again later. The inmate will be asked to wait at least 30 minutes before trying to call the number again in order to provide the called party time to establish an account.

If the called party dials a '5' the inmate will be allowed a one-time, complimentary 60 second call to facilitate the account setup process with the called party so that future calls to the telephone number can be completed. After the free call to the called party is used the called party will no longer be offered the free call option in the introductory message.

Up to five attempts will be allowed to a telephone number that requires this alternative billing option. After the five call attempts without the account being established, calls to the number will no longer be allowed and will be blocked. The account must then be established manually.

Once an account is established, calling will be allowed as long as funds are available in the account. As the account balance nears zero, the called party will be played a message with instructions to contact the call center to add funds to the account so that calling is not interrupted. As a customer's calling nears its credit limit, Advanced Pay account balance or the site threshold, the system will begin to play a warning message. This is referred to as the *critical limit*. Calls are then blocked at the point the remaining balance is less than the average cost of a call. This is referred to as the *block limit*.

V-CONNECT Account Set-up

Accounts can be established immediately when the V-CONNECT automated attendant contacts the called party.

To establish or fund a V-CONNECT account manually using a credit card, contact VAC at 800-913-6097. MasterCard and Visa are accepted.

Payments by mail with Money Order or Cashier's Check should be sent to:

VAC – Advance Group
P.O. Box 941366
Plano, TX 75074

TECHNICAL PROPOSAL

5.1.5 (MS – 1.0) Facilitate offender, their families, and other public users ability to predict and monitor costs. Describe in detail the policy and procedures of handling customer complaints.

→ FSH Response:

As noted above, we are offering a predicable rate plan for collect and prepaid/debit calls. To further facilitate the inmate and the called party in managing calls and cost the VAC system provides call control features that support the ability to budget, predict, and monitor costs. To recap, the rates that have been proposed, allow all parties to easily manage their budgeted calls and predict their billing.

Listed below are the call control features that specifically support this requirement:

Rate Quote:

The State of Washington requires that all calls provide a mandatory rate quote prior to the called party's acceptance. The VAC system provides this quote for each tariff type of call traffic – thus providing full disclosure prior to the called party taking the direct action or depressing or dialing to accept the call.

Positive Call Acceptance:

The VAC system requires positive call acceptance and therefore requires the called party to take an affirmative action to accept the inmate call and acknowledge the billing that will ensue.

Called Party Initiated Blocking

The VAC system allows the called party to eliminate any future calls from the inmate through the proactive dialing of numbers on their telephone keypad when each call is received.

Completed Calls Limitation

The State can decide to allow a reasonable number of calls for each inmate in a specified period of time. This can help limit the number of calls by inmates and reduce any tension that may have resulted from an excessive number of calls that the called party may have wanted to refuse.

TECHNICAL PROPOSALDeclined Calls Limitation

The State can set a reasonable number of call attempts at which point, any future calls to any number that had been declined at the established level would be blocked, limiting the ability for harassment.

ABILITY TO REGULATE CALL CHARGES

Within the VAC call processing system, there are various limits that the State or individual facility can establish to regulate the call velocity for inmates. This can also be managed on an inmate specific basis through the use of PINs. Specifically, the number of calls by debit or collect by day/week/ or month can be controlled. This is one measure that can serve to prevent exorbitant calling.

In addition, the State or individual facility has the ability to set limits and cap spending within a specified period of time. *Example* settings using this call control would be:

❖ Set the High Toll Threshold at \$250 in a 30 day period

As a customer's calling nears its credit limit – in this case \$250 of collect calls that were made by an inmate within a given 30 day period - the system will begin to play a warning message.

❖ Set the Critical Limit at \$12.50

Again, in this example, the critical limit of \$12.50 would initiate the warning messages once the inmate reached \$237.50 (\$12.50 from the maximum allowed). This is referred to as the critical limit.

❖ Set the Block Limit at \$2.50

In the example given, calls would then be blocked at the point the remaining balance is less than the average cost of a call.. This is referred to as the block limit.

INMATE DEBIT

Through the use of debit calling, the inmate is directly responsible for paying the charges of their calls. When a call is placed, the inmate has the option to select debit or collect calling. The inmate also has the ability to check his available balance prior to placing a call. When debit is selected, the inmate's account is checked to ensure that adequate funds are available. Once confirmed, the call is verified against all facility and State block tables and the call is placed once all call controls are passed. The inmate is then connected to the called party upon positive acceptance of the call. The called party is advised that they will not incur a cost for acceptance of the call. Upon completion of the call, the inmate's account is immediately adjusted to reflect the charge for the completed call.

TECHNICAL PROPOSAL

PREPAID PLANS FOR THE INMATE'S CALLED PARTIES

As mentioned in 5.1.4, the V-Connect Program allows called parties with CLEC, cellular (as permitted by the State) or other un-billable local exchange service to establish a prepaid account. The V-Connect application is seamless and automatically implemented upon receipt of a non-billable response from VAC's validation services. Accounts can immediately be set up through a variety of payment options including credit cards, direct billing, or through secured payments such as money orders and cashier's checks.

PROCESS OF HANDLING CUSTOMER COMPLAINTS

Requests for repair, service or billing concerns may be made via email (PAS.Tcinmate@qwest.com) to the FSH Corrections' Customer Service Team 24 hours per day, seven days a week, three hundred and sixty-five days per year.

Another option is for the customer to call the FSH Customer Care Center at 800-592-9488 which will connect directly to our Inmate Specialists who will obtain the specifics and dispatch local technicians.

All dispatches, emergency and non-emergency, are tracked from initial request through completion. The Customer, Joanna Sissons, FSH Account Executive and the State's single point of contact, the Technicians and their Manager, as well as our technology associates will also be notified of dispatch to ensure contractual compliance and the State's complete satisfaction. A complete Trouble Reporting and Escalation document will be provided to the State and all necessary personnel.

In addition, FSH is always open to any customer suggestion on improving its processes. We pride ourselves on our timeliness, as many issues are addressed and resolved the same day. In situations that require additional time we communicate immediately when or if there will be a more lengthy response and provide a targeted timeframe for completion.

There is also a VAC system support group known as the TAC (Technical Assistance Center) which will provide customer service/technical support twenty-four (24) hours a day, seven (7) days a week basis, three hundred and sixty-five (365) days a year. Many system-related problems can be remotely corrected from the TAC without a field dispatch. FSH personnel have access to the system's Trouble Ticket tracking, and should trouble be detected immediate action is taken by the remote service engineers who in most cases can repair or reboot the system without the County's notice of a problem. If an on-site person is required, VAC TAC has the ability to escalate trouble reports as well as dispatch technicians. VAC strives to provide superior service level agreements by dispatching repair personnel promptly after reasonable notice has been given.

TECHNICAL PROPOSAL

The System is continuously monitored 24 hours a day by the Technical Assistance Center (TAC). An alert is generated immediately if a problem occurs that could affect system or user functionality. The emphasis placed on monitoring and maintenance is unparalleled in the industry. In a recent study VAC System up time was independently measured at 99.999% at the Federal Bureau of Prisons 104 networked sites.

FSH OFFERS A UNIQUE SERVICE TO ALLOW INMATES THE ABILITY TO REPORT REPAIR ISSUES TO A RECORDED SYSTEM:

FSH'S INMATE COMPLAINT SYSTEM

Described below are processes currently in place to efficiently respond to Inmate, Customer and Staff complaints, questions or concerns. In addition, FSH is always open to any customer suggestion on improving its processes. We also pride ourselves on our timeliness, as many issues are addressed and resolved the same day. In situations that require additional time we communicated immediately when or if there will be a more lengthy response and provide a targeted timeframe for completion.

The inmate uses a regular inmate phone which accesses a Toll Free number (which is programmed in the system as 'allowed') that calls into the FSH Customer Services Center. The inmate reaches a recorded message with instructions on how to enter the complaint into an automated voice mail system. There are no live operators involved directly with the inmate and all complaints are recorded. WA DOC staff time is greatly reduced with this process, and the Inmate has some control over their concern and can expect timely resolution. FSH continuously analyzes call volumes, response times and customer feedback so that enhancements can be made.

The following is an example of how the Inmate Complaint System process works at the Oregon DOC. Instructions are printed in English and also available in Spanish, and may be posted near the inmate phones or distributed directly, as the County sees fit.

TECHNICAL PROPOSAL**FSH Inmate Direct Voice Mail Message for Repair**

The following is the message (in italics) that the Inmates hear when calling the FSH Repair Voice Mail Service:

"Hello! You have reached the inmate repair line for FSH. To allow us to handle your request, please answer a few questions about the inmate payphone location and problem. A tone will follow each question. Please answer the question after you hear the tone. Following your answer, please press 1 to hear the next question. If a question does not apply to you, please say so before pressing 1."

1. *What is your name and SID number? Answer & Press 1*
2. *What is the name of the correctional facility? Answer & Press 1*
3. *What is the location of the payphone in the facility? Answer & Press 1*
4. *Describe the trouble you experienced and the date it happened. Answer & Press 1*
5. *Provide us the telephone number, & the area code where you are calling to. Answer & Press 1*
6. *Repeat any operator messages you heard. Answer & Press 1*

Thank you for using FSH Secured Calling Solutions. We apologize for any trouble you have experienced.

Note: No live answer is provided. Do not swear or use profane language – calls of this nature will be passed on to prison authorities.

FSH El Mensaje del Correo de la Voz del preso

El siguiente es el mensaje (en la escritura de cursiva) que los Presos oyen al llamar el Servicio del Correo de la Voz de la Reparación de FSH:

¡ "Hola! Usted ha alcanzado la línea de la reparación de preso para FSH. Para permitarnos manejar su pedido, contesta por favor unas pocas preguntas acerca de la ubicación de preso y problema. Un tono seguirá cada pregunta. Conteste por favor la pregunta después que usted oye el tono. Siguiente su respuesta, aprieta por favor 1 en oír la próxima pregunta. Si una pregunta es no aplica a usted, dice por favor tan antes de apretar 1."

1. *¿Qué es su nombre y el número de SID? respuesta y prensa 1*
2. *¿Cómo se llama la facilidad correccional? respuesta y prensa 1*
3. *¿Qué es la ubicación del payphone en la facilidad? respuesta y prensa 1*
4. *Describa el problema usted experimentó y la fecha que lo sucedió. respuesta y prensa 1*
5. *Proporcionenos el número de teléfono, & el código postal donde usted llaman a. respuesta y prensa 1*
6. *Repita cualquier mensajes de operario que usted oyó. respuesta y prensa 1*

Gracias para utilizar el Público de FSH Conseguir acceso a los Servicios de Soluciones. Nosotros nos disculpamos para el problema que usted ha experimentado.

TECHNICAL PROPOSALISSUES REPORTED BY INMATE – EXAMPLEBILLING ISSUES:

If you hear the operator message: “This number is not authorized to accept collect calls.” the called party will also hear the message and they must contact Value-Added Communications at 1 800 786-8521.

REPAIR ISSUES:

Report only these problems on the Voice Mail Number

1. A phone has physical damage.
2. A number does not accept blocked or private numbers.
3. An area code or prefix does not work.
4. Cut offs during a non-debit Collect call.
(If 3-way or call forwarding features were not used.)
5. You always hear a ring, but no one answers.

DEBIT CALL ISSUES:

For resolution of Debit Call problems contact VAC in writing by mail at:
VAC, INC; ATTN: ORDOC Debit; P.O. Box 941366; Plano, TX 75074

Please be sure to state what the problem is as specifically as possible:

1. Debit deposit issues.
2. Refunds for disconnects on debit calls.
3. Other debit account issues.

OTHER PHONE ISSUES:

1. All issues with your PIN number.
2. Fraud or stolen PIN accounts.
3. Phone number approvals.

For the above problems contact the Inmate Phone Specialists by written communication to:
Inmate Phones Specialists, 2575 Center St. NE, Salem, OR 97301

TECHNICAL PROPOSAL

A FSH employee clears the mailbox a minimum of three times per day. FSH dispatches a trouble ticket to the appropriate responsible party (e.g. FSH, GTL, or VAC). If the inmate experiences a "can't call out" issue we research it to determine the cause and offer resolution as necessary. Reports are generated for the FSH Account Executive and Support Team, the Facility and any impacted Vendor. Report consists of the following fields:

- | | |
|----------------------|----------------------|
| 1. Date of Call | 8. Problem |
| 2. FSH Employee Name | 9. Call To Number |
| 3. Mailbox Number | 10. Operator Message |
| 4. Inmate Name | 11. Trouble Code |
| 5. SID or PIN | 12. Status Code |
| 6. Facility | 13. Resolution |
| 7. Phone Location | 14. Date Resolved |

Rates, Call Options, Procedures and Customer Service material will be furnished to the State and each facility. We highly encourage the State to make this material available to Inmates and their loved ones at in-take and visitation contact points, as well as on the State's DOC website. Information is power and we are here to provide as much material as possible to assist the State in promoting a healthy environment for the Inmate population.

We strongly believe that providing this information via the actual system through the numerous prompts and announcements described in the Technical Proposal, as well as partnering with the State to provide printed material, will allow all parties to be well informed and capable of managing their individual budgets.

5.1.6 (MS – 1.0) System management including the ability to update offender call list and 4 to 15 digit personal identification number (PIN) number within one business day.

→ FSH Response:

PIN ADMINISTRATION

FSH proposes the use of secure, random PIN generation; automated PIN interface to the State's booking system; inclusion of the complete State Bar Association List and an Offender Call List. These features, when used together, significantly reduce administration time and enhance the security of the calls themselves and for the called parties.

As the Washington Department of Corrections is well aware, the use of inmate PINs provides extensive investigative capabilities. Reducing administration and ensuring that the PIN is

TECHNICAL PROPOSAL

secured are essential to the State DOC environment. Secured PINs are an absolute requirement and in order to ensure that PINs are random and therefore secure, FSH recommends using a combination of the inmate's booking number plus a randomly generated PIN sequence to avoid duplication or sequential numbering.

For the State of Washington, FSH also proposes the use of a combination of the inmate PIN plus V-PIN, VAC's Voice Recognition capability that provides the optimum method of establishing the authenticity of the inmate placing the call by performing Inmate Speaker Identification. When the Inmate makes a call for the first time he must enter his PIN and is prompted to speak his name twice. After the initial registration whenever the inmate places a call he must enter his PIN and speak his name at the prompt. The spoken name is compared to the original voiceprint registration for the PIN and, if positive, the call is allowed. If negative, he is prompted for a configured number of allowed retries. Name recordings can be reset from the administrative workstation.

FSH also recommends using an automated PIN interface which will automatically synchronize the System database to the source system database - in this case the Washington DOC's booking system, through a simple comma delimited file transfer which would provide the database of all active inmates. The database synchronization will be programmed to occur multiple times a day on a schedule that will provide the optimum benefit for the State. This synchronization significantly reduces and virtually eliminates the staff administration typically associated with PIN based systems because the administration is automated and performed on a scheduled basis through the booking system. The inmate PIN is active after input and can be used immediately with no waiting period.

INMATE ALLOWED CALL LIST

There are several options through which the Offender's Call List can be populated and maintained. One important factor that should be considered is the State Bar List. The system can establish special call handling procedures that would be applied to all privileged numbers through the use of the Special Numbers Table. It is recommended that the State choose the option to include the Bar list, even though there are dedicated phones for the inmates to place attorney's calls. The Bar list can be set as "Do Not Record" and any numbers that are controlled through the Special Numbers Tables will not be counted against the total number of telephone numbers resident on the Inmate's Allowed Call List, thereby reducing administration significantly.

Once the state has decided on the number of names to be allowed on the call list, typically 20 – 25 names are allowed, the Self Learn Feature of the system can be turned on. This will allow the inmates to place calls and automatically populate the allowed call list until the maximum

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established number is reached. Reports can be run to show the State's investigators called numbers that appear on more than one inmate's list for further investigation.

FSH highly recommends the features and processes noted above for complete security, ease of use and the immediate and timely update of PINs and Offender Call Lists. Should the State, however, wish to actively approve Offender Call Lists prior to calls being placed FSH will work with the State to implement this manual process, taking the lead for the ongoing maintenance of the lists. FSH guarantees that the offender PIN list and allowed call list will be updated a minimum of once a day.

Call controls and contact management features go hand-in-hand in order to have the most effective and secure call monitoring and recording system.

SYSTEM MANAGEMENT & ADMINISTRATION

DOC SYSTEM MANAGEMENT

Operating hours

The VAC ITS offers complete flexibility to set the operating hours for the inmate telephones by day of week and hour. In addition to general operating hours, which can be established for the entire facility, the State has the option to control a group of phones or individual inmates' calling hours. For example, an inmate who is a trustee may have extended calling hours while an inmate who has abused phone privileges may be restricted to limited calling hours. A separate holiday schedule may also be established in order to offer alternate calling on these defined days. Once these schedules are established, calling is automatically controlled by the system. No administrative intervention is required.

Call Length

Each call will be timed based on the parameters designated by the State, typically fifteen (15) minutes. Using the workstation, general class of service specifications may be established for a facility-wide call duration that would govern all inmates. Alternatively, inmate-specific call duration may be established through the use of PINs. Lastly, various groups of inmate phones may be specified with unique call durations. For example: in the infirmary, calls may be limited to 5 minutes, in common areas, 15 minutes. One (1) minute prior to expiration of the established maximum call duration limit, the system will play a warning TONE or audible announcement, i.e. "One minute remaining. At the end of that one (1) minute, the system will terminate the call.

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The system will allow personnel to have IMMEDIATE ACCESS to system control features such as call blocking, call timers, system reports, alarm parameters and real time display of activity for each inmate telephone (per security allowed).

Inmate Phone Disabling

The System provides the ability to enable or disable inmate phones on demand through any system workstation. The function, enable/disable inmate phones permits the user to disable individual inmate phones, living units or the entire facility. In addition, phone shut-down may be accomplished "gracefully" shutting down all phones once the current conversation is complete or abruptly, terminating all calls and performing phone shut down immediately. It is important to note that this function can be performed from a remote workstation – which is useful in an emergency situation where the site workstations may not be accessible.

VAC SYSTEM MANAGEMENT - 24/7 SYSTEM MONITORING

VAC's overriding commitment is to the operational reliability of all installed platforms. Support of all systems continues after installation through extensive 24/7 remote diagnostics by VAC's Host Monitor system, results of which are constantly reviewed -24 hours a day, 7 days a week - by VAC's Technical Assistance Center.

The Host Monitor provides diagnostic capabilities that can be accessed via remote communications. Remote diagnostics include the ability to test trunks, telephones and make test calls from a remote site. Systems are constantly monitored using these internal diagnostic capabilities. Performance outside the "normal" range of operations will trigger an alarm to notify facility personnel. In addition, each system is polled nightly through an automated process. Any service condition encountered during this polling triggers an alarm that will be investigated and resolved as appropriate without the facility's intervention.

VAC SYSTEM UPGRADES: ASSURING CONTINUOUS QUALITY

All new software releases are presented to QA for development of a test plan. Upon completion of any software release or hardware modification, the QA team conducts a thorough evaluation that includes follow up confirmation of any associated documentation. Any discrepancies or functional gaps that are identified are returned to the initiating department for correction and scheduled for re-test. All software releases must be tested and approved by the QA department before any new product or product upgrade can be released for distribution. QA also conducts a Final QA Test on each system order. All schedules include this step and no system will be shipped without the approval of the Quality Assurance Department.

TECHNICAL PROPOSAL

In addition, the QA department is responsible for the control of the documentation library and the creation and updates of all product user manuals. All service areas are staffed with the necessary support personnel to ensure that all customer expectations are met and/or exceeded.

VAC has two major software releases annually which are rolled out to all facilities on a scheduled and coordinated basis. *Releases are usually uploaded remotely during non-calling hours to ensure minimal disruption and we would work with FSH and designated facility personnel to ensure that there is no affect to on-going operations.* Any training that may be required as a result of the upgrade is also coordinated and scheduled with the facility.

5.1.7 (MS – 1.0) Exist within current allocated physical space within the institutions and HQ.

→ FSH Response:

While the State will have the choice to select between the current software provided through the existing System 100s in both the Washington State Penitentiary and Airway Heights facilities or the new software depicted in the demonstration that has been included with this RFP, all new call processing hardware will be installed. The new hardware requires a smaller footprint than the existing system and therefore will fit within the space that has been allocated within the Washington State Penitentiary & Airway Heights as well as all other WA DOC facilities. The HQ location will only require three workstations for installation.

System Specifications	
Digital Trunk Capacity*	Up to 1536 stations x 1536 trunks in 4 Racks
Analog Trunk Capacity*	Up to 1536 stations x 1104 trunks in 4 Racks
Half-height Stand-alone System	24" x 37" x 48" Max: Analog: 96 stations x 72 trunks Digital: 96 x 96
Full-height Stand-alone System	24" x 37" x 76" Max: Analog: 288 stations x 216 trunks Digital: 288 x 288
Environmental	Temperature: 35-90° F; Humidity: 2-98% non-condensing
Power Requirements	115VAC, 20 amps (up to 2 required in Full-height Rack)
FCC Certification	Meets the requirements of FCC Part 68 and Part 15
Voice Network Interface	Digital & Analog
Operating System	Windows 2000®

* For comparison purposes only. There is no theoretical system capacity limitation.

All existing inmate telephones will remain in place unless the State requests any additions or deletions. This will alleviate facility disruption and allow for a timelier inmate call control system cutover.

TECHNICAL PROPOSAL

5.1.8 (MS – 1.0) “24/7” (24 hours a day-7 days a week) availability of offender phones.

→ FSH Response:

Offender phones are available for use 24 hours a day, seven days a week. The State may choose to reduce access hours as it deems necessary, and the System will easily accommodate such limitations by individual inmate, by location within a facility, facility or State-wide.

State Support – one call does it all!

If, however, there should be circumstances that limit the access – either due to the system hardware or software, or the phones themselves, FSH guarantees the State maintenance and repair services 24 hours a day, seven days a week. A single phone call to the FSH Corrections Customer Care Center will immediately initiate action!

FSH defines Local Service as all services provided by the FSH Corrections Team in support of WA DOC which is identified as Key Personnel (e.g. Washington based Account Executive, Technicians, Customer Service, Repair and Dispatch, etc.).

Emergency service will be responded to within two (2) hours; and non-emergency service will be dispatched within four (4) hours. FSH agrees to respond to repair requests from WA DOC or its designated Agent by arriving at the site promptly after reasonable notice has been given. This response will be provided 24 hours per day, seven days a week, three hundred and sixty-five days per year.

Requests for repair or service may be made via email (PA.S.Tcinmate@qwest.com) to the FSH Corrections Customer Service Team 24 hours per day, seven days a week, and three hundred and sixty-five days per year.

Another option is for the State to call the FSH Corrections Customer Care Center at 800-592-9488 which will connect directly to our Inmate Specialists who will obtain the specifics and dispatch local technicians.

All dispatches, emergency and non-emergency, is tracked from initial request through completion. The Customer, Joanna Sissons, FSH Account Executive and the County's single point of contact, the Technicians and their Manager, as well as our technology associate will also be notified of dispatch to ensure contractual compliance and the County's complete satisfaction. A complete Trouble Reporting and Escalation document will be provided to the County and all necessary personnel.

TECHNICAL PROPOSAL

OPERATIONAL SYSTEM EXCELLENCE

FSH's overriding commitment is to the operational excellence and reliability of all installed platforms by its vendors. Support of all systems continues after installation through extensive 24/7 remote diagnostics by VAC's Host Monitor system and 24/7 monitoring of its Technical Assistance Center, who are also available 24/7 for support to WA DOC.

Exemplifying VAC's Total Quality Management mission, installed system performance is periodically monitored and evaluated for possible product and process improvement. A ten month study was conducted on the System 100s installed throughout the Federal Bureau of Prisons. The tabulated results reveal less than one minute of down time per month. The study results summary is as follows:

Average Downtime per site per month	35 seconds
System Availability Percentage	99.9988%

The System will be equipped with diagnostic capabilities and advanced programming that can be utilized on-site or accessed via remote communications. The VAC TAC Staff is trained to operate these informational tools to track system activities, evaluate system metrics and provide statistical analysis of metrics to provide quick detection of System abnormalities and suspicious trends. Remote diagnostics include the ability to test trunks, telephones and make test calls from a remote site.

Systems are constantly monitored using these internal diagnostic capabilities. Performance outside the "Normal" range of operations will trigger an alarm to notify facility personnel. In addition, each system is polled nightly through an automated process. During this routine, call records are collected for processing and redundant storage. Any service condition encountered during this polling triggers an alarm that is investigated and resolved as appropriate.

Many system-related problems can be remotely corrected from the TAC without a field dispatch. FSH personnel have access to the system's Trouble Ticket tracking, and should trouble be detected immediate action is taken by the remote service engineers who in most cases can repair or reboot the system without the County's notice of a problem. If an on-site person is required, VAC TAC has the ability to escalate trouble reports as well as dispatch technicians. VAC strives to provide superior service level agreements by dispatching repair personnel promptly after reasonable notice has been given.

TECHNICAL PROPOSALVAC REPAIR RESPONSE COMMITMENTSPriority Level One - Major

Priority Level One or Major events are defined as follows:

- Any condition related to equipment or services provided by VAC resulting in the unplanned, unauthorized interruption of all calling activity at 25% or more of the phones at any single correctional facility, regardless of the total account size. This includes: a primary server out of service, database corruption, or any system-related event that would create an atmosphere where the VAC system is unable to facilitate inmate call processing.
- Any condition related to call recording provided by VAC (if applicable) which results in the loss of call recording capability.
- Any condition related to call processing which results in removal of critical call control features throughout the facility's inmate phones - providing the ability for inmates to access an unrestricted outside line.
- Inability to communicate to the system via workstation or terminal
- Inability to block or unblock calls
- Frame relay network outage which would result in LIDB validation failure and remote diagnostics capability failure
- Inability to poll CDR's via frame relay
- Server or other system critical hard disk utilization in excess of 80%,
- Inadvertent recording of attorney calls requiring call recording removal process.

Time Frame for Response - VAC will respond to all Priority Level One events within one (1) hour of receipt of the report, 24 hours a day, 7 days a week, 365 days a year. Target resolution time for such events is eight hours.

Priority Level Two – Minor

Priority Level Two or Minor problems include the following conditions:

- Inability to print a report
- Reconciliation problems with inmate debit fund account
- Any condition related to equipment or services provided by VAC resulting in the unplanned, unauthorized interruption of calling activity at 24% or less of the inmate phones at a facility, regardless of the total account size.

Time Frame for Response - VAC will respond to all Minor events within 8 hours of receipt of the report, 24 hours a day, 7 days a week, 365 days a year. Target resolution time for such events in twenty-four business hours*.

TECHNICAL PROPOSAL

Routine Requests and Activities

All questions regarding system operation by facility or administrative personnel

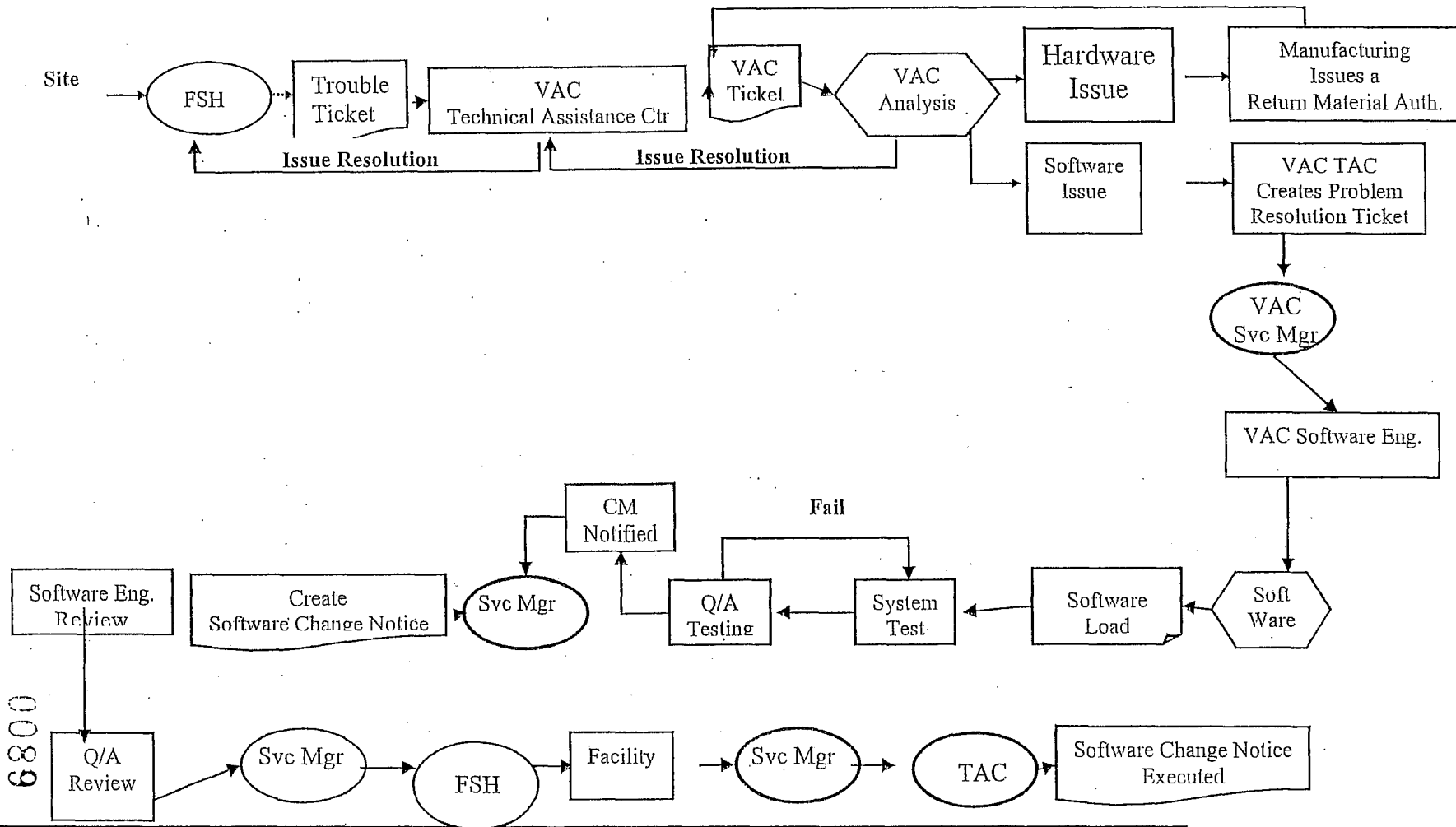
- Questions regarding report generation or blocking/unblocking
- Changes to inmate information or database updates.
- Problems outside the scope of the VAC system including facility-owned LAN, any facility-owned computers.

Time Frame for Response - VAC will respond to all Routine events within 24 hours of receipt of the report. Target resolution time for such events is seventy-two business hours*.

*Business hours are defined to be: 8:00 A.M. CST to 5:00 P.M. CST Monday to Friday

TECHNICAL PROPOSAL

Trouble Ticket Flow Chart



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TECHNICAL PROPOSAL

5.1.9 (MS – 1.0) Further DOC Policy Directives 450.200 and 450.210. (Attached as Exhibit F)

→ FSH Response:

FSH has read the State's Department of Corrections Policy Directives 450.200 (Telephone Use by Offenders) and 450.210 (Offender Telephone Monitoring and Recording). We believe that the proposed system will provide for as well as exceed, the requirements set forth in the directives. The following are some examples of how FSH's offer will further the DOC Policy Directives:

- PIN administration including assignment, changes and tracking will be significantly enhanced via automated processes and robust reports
- Provide the highest quality of monitoring and recording technology at all 15 WADOC sites. Provides ease of use and effective management of prison inmate phone security. Guaranteed system support 24 hours a day 7 days a week.
- Support deaf and hearing impaired offender telephone calls by providing telephones with amplified handsets and TTY/TDD machines. All TTY/TDD units can be used on either regular inmate phones or staff phones and come standard with teletype type tapes for monitoring inmate conversations. TTY/TDD type calls will be timed for 60 minutes per the Policy Directives.
- Guaranteed reliable inmate call control system with features that allow for outgoing only collect calls and block three way call activity.
- Insure offender call limits by timing of collect calls and phone set availability.
- Protect the public from unwanted inmate calls by providing notification that the call is coming from an inmate institution, allowing the end user to block their number from future calls and many other additional security features.
- Provide reliable security features that allow for controlling inmate criminal activity from inmate telephones.
- Assure inmate/attorney privacy with the provision of totally separate phones that are not part of the VAC call control system whatsoever and therefore not monitored or re.

TECHNICAL PROPOSAL

FSH will work with the Correctional Intelligence Manager (CIM) or his/her designee to actively monitor and manage the proposed system. This activity will include, among other actions, pre-implementation documentation a sign off (Statement of Work); annual system and support inspection and financial audit; as well as providing appropriate signage and other communication material for staff, inmates and their friends and family.

5.1.10 (MS – 4.0) Look, feel and ease of use. Vendor must provide a video of 60 minutes or less on VHS, CD or DVD demonstrating the proposed recording and monitoring equipment (what the system can do for Department investigative staff). Vendor must at a minimum demonstrate the following:

- screens
- reports
- recording and monitoring features
- ease of use

→ FSH Response:

FSH is pleased to provide the State with a comprehensive video demonstrating the proposed system. Please refer to the CD enclosed with the Technical Proposal for more detail.

VAC operates in a process improvement environment, placing special emphasis on customization. As WA DOC is aware, VAC keeps their products up to date with the latest technology by providing system upgrades at no cost. However, when providing updates of the latest technology, system functionality can be changed in ways that may be deemed unnecessary or undesirable by the end user.

Therefore, the video will describe the following system situations:

- Classic – this is the environment currently in place today at Airway Heights and Washington State Penitentiary
- WebBrowser – this is the environment installed at the Oregon Department of Corrections facilities
- WebITS – is a new thin-client administrative interface which will be provided at Marion County, Oregon.

The State will be able to choose the environment that works best for them. VAC has customized the systems to include Enhanced Inmate Searches in the CDR Browser; updated Spy Player application; new features added to the CDR Browser Profiles Management; new reports as well as updates to the current ones in use today.

TECHNICAL PROPOSAL

The following chart depicts a comparison of the System 100 features currently available to the WA DOC at Airway Heights and Washington State Penitentiary and the Focus 100 capabilities, should the DOC choose to upgrade to the latest VAC product offering.

SYSTEM FEATURES	SYSTEM 100	FOCUS 100
Trunk Interface	ANALOG OR DIGITAL	ANALOG OR DIGITAL
Networking of Multiple Sites	SUPPORTED	SUPPORTED
Campused Solution	SUPPORTED	SUPPORTED
System Configuration Limits	480 x 384	VIRTUALLY UNLIMITED
Concentration	STANDARD	STANDARD
Host Monitoring	STANDARD	STANDARD
24/7 TAC Support	STANDARD	STANDARD
Initial System Training	STANDARD	STANDARD
Follow-Up System Training	OPTIONAL	OPTIONAL
Full Channel Call Recording	STANDARD	STANDARD
Live Call Monitoring	STANDARD	STANDARD
On-line storage of recorded calls	90 DAYS STANDARD	90 DAYS STANDARD
Workstation including Printer	OPTIONAL	STANDARD
SNITCH	OPTIONAL	STANDARD
UPS - Server (15 minutes)	STANDARD	STANDARD
UPS - Workstation (1 hour)	STANDARD	STANDARD
Real-time Validation	STANDARD	STANDARD
3-Way Call Detection	STANDARD	STANDARD
Multiple Language Voice Prompts	2 LANGUAGES	10 LANGUAGES
Custom Facility Announcements	OPTIONAL; SUPPORTED BUT LIMITED	SUPPORTED
PINs	STANDARD	STANDARD
Debit cards/calls	STANDARD	STANDARD
SAM Robotic Archiving	OPTIONAL	OPTIONAL
Visitation Phones	SUPPORTED; ADDITIONAL HARDWARE REQ.	SUPPORTED - OPTIONAL
Voice Recognition	NOT SUPPORTED	SUPPORTED - OPTIONAL
Word Search	NOT SUPPORTED	SUPPORTED - OPTIONAL
Jail Management Interface	OPTIONAL	OPTIONAL
Commissary Interface	OPTIONAL	OPTIONAL
V – Connect	OPTIONAL	OPTIONAL

NOTE: ENHANCEMENTS TO THE SYSTEM 100

Additionally, on-site training will be provided to all identified DOC personnel, As part of the installation process. VAC's approach to training is fivefold.

First; on-site training is conducted immediately upon the installation of each facility to ensure that all system users are thoroughly trained. Training typically lasts for a full day and the

TECHNICAL PROPOSAL

curriculum is designed to cover the use and operation of the system from the inmate’s perspective, basic system administration (Call Processing, Blocks, etc.) as well as a targeted review of the system’s many investigative tools (Shadow Recording, Monitoring, Reporting, etc.) Training will also cover general matters such as trouble reporting, resolution and escalation procedures.

VAC recognizes the need to provide system administration training to those responsible for day-to-day operations. While the System operates in an automated fashion, it is extremely helpful for facility personnel to understand system controls, trouble reporting procedures, and investigative reporting options. In our opinion, a successful installation is not complete until those who use it are comfortable with day-to-day operations. This is best accomplished through hands-on training following system activation. To this end, MCI recommends that training be conducted on site as each facility is installed.

The comprehensive training curriculum is designed to cover complete system administration and all investigative tools described below.

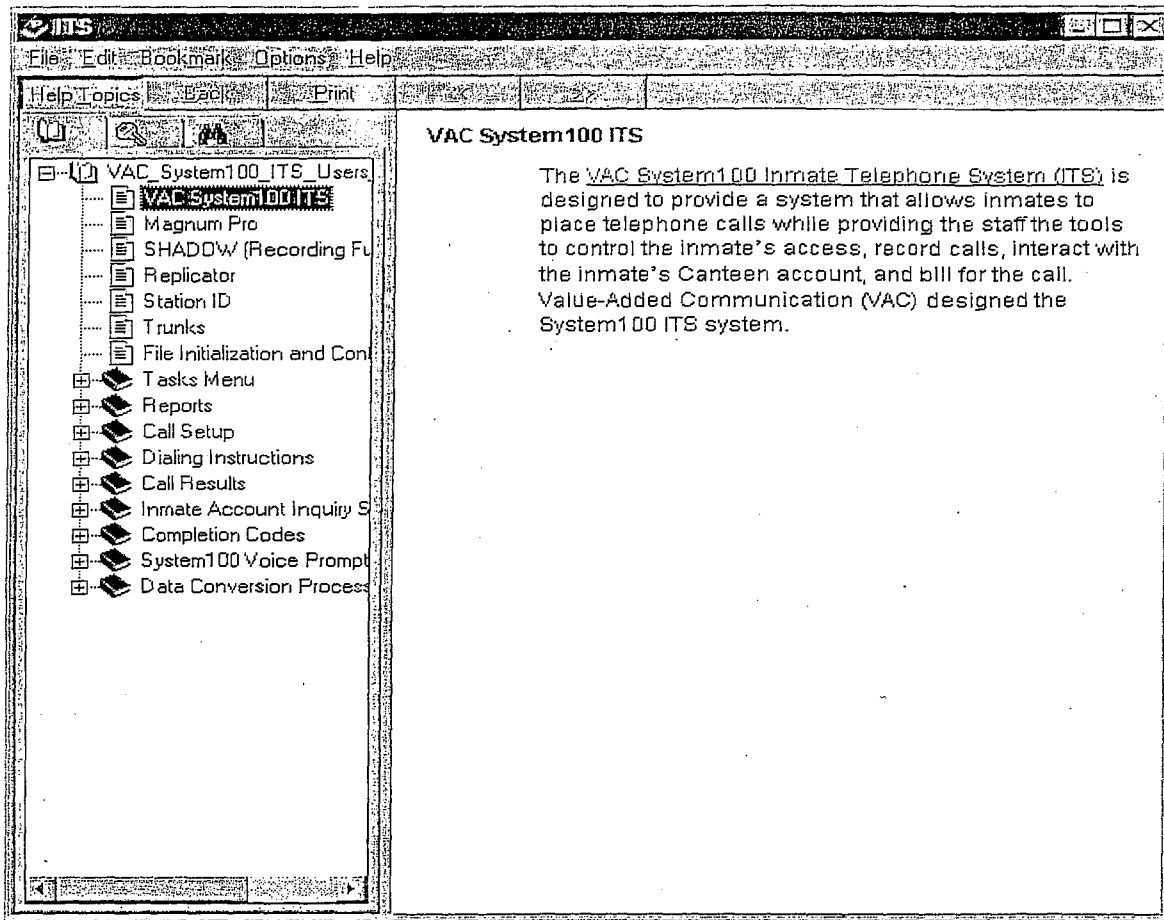
Training Course Outline	
Introduction	Overview of the Inmate calling System functions and features
Workstation Access Control	Overview User ID Management Security Level Access Management User Alerts
System Administration	Overview Class of Service Maintenance Living Unit Maintenance Telephone Location Maintenance Facility Telephone Number Control Block List Administration Telephone List Update Enable/Disable Telephones Account Overview Add a New Inmate Account

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	Update Inmate Information Update Inmate Phone List Transfer Inmate Between Facilities
Reporting/Investigative Functions	View Calls in Progress SPY – Monitoring SPY – Snitch Investigator Notification General Reporting Capabilities Defining Report Parameters Save & Reprint Reports Financial Reports Maintenance Reports Investigative Reports Monthly Revenue Reports Shadow Recording SAM Archive CD
Calling Process	Placing a Call Dialing Instructions Direct Dialed Calls Collect Calls Local Calls International Calls Call Results Announcements

Sample Training Course Outline

Second; to further support the initial training sessions, the workstation offers context-specific help screens to assist the user during any process. By simply pressing the F1 key, a help window will appear with contents targeted toward the workstation function in use.

TECHNICAL PROPOSAL

Third; user manuals which provide detailed step-by-step documentation are provided to each facility. VAC has also created Quick Reference Guides for easy reference of the most used applications within the system that will be left with system users.

Fourth; a refresher training session can be conducted remotely through WebEx.

The fifth and final source of training is VAC's Technical Assistance Center which is staffed with live technical reps that can assist the State DOC with any question, 24 hours a day, 7 days a week, 365 days a year.

5.2 Vendor Responses (MR)

The vendor must respond by identifying the technical requirement and providing sufficient narrative/written responses to allow the evaluators to fully understand and assess how the phone system proposed by the vendor meets and/or furthers the following basic operational requirements. A vendor response of "Read, understand, and will comply" is not sufficient and may result in rejection of the proposal without more description by the vendor of how they propose to meet the requirement.

TECHNICAL PROPOSAL

5.2.1 (MR) One-way, outgoing only service**→ FSH Response:**

The System will be programmed to process all inmate calls on an outgoing basis just as is currently the case in the Washington State Penitentiary and Airway Heights facilities. No incoming calls will be processed by the system.

Additional safeguards for the provision of out bound calls only are supplied through the telephone company's central office trunk class of service programming.

5.2.2 (MR) Station-to-station operator announced calling**→ FSH Response:**

All calls originating from the System will be station-to-station calls with automated voice prompts provided to both the inmate and called party to give sufficient direction to allow proper handling of the call whether that treatment is to accept the call (with full rate disclosure as required in the State of Washington), decline the call or block all future calls.

If desired, the inmate's language preference can be entered with his PIN and thereafter all voice prompts for all future calls will be played in the predetermined language. With the PINs application and use of an allowed call list, a language preference may also be selected for each allowed number. Calls placed to that number would utilize the specified language automatically for the called party announcements.

Currently, voice prompts are provided in either English or Spanish as determined by the inmate upon PIN assignment through use of the allowed call list, the State may also designate the appropriate language for each called party. This will allow all prompts to be played to the called party in the selected language automatically.

When a call is placed, the System can be automatically set to provide all prompts in English or Spanish. If this feature is not used, the inmate will be provided with the option of either English or Spanish voice prompts. "For English, press 1, Para Espanol, marque 2". Once the selection is made, all voice prompts for the balance of the call process are given in the desired language. Written dialing instructions in both English and Spanish will be permanently and prominently displayed on each inmate telephone.

TECHNICAL PROPOSALCall Setup and Announcements

The System is set up with a customized prerecorded announcement with voice prompts reflecting the name of the facility, the inmate's name, and instructions for accepting, declining, or blocking the call. This announcement also states that the call will be monitored and or recorded and that the use of three-way or call waiting will disconnect the call. The announcement can be further customized to meet the State's specific needs. When the called party answers, both the inmate and called party will hear an announcement *similar* to the following:

"This is a "Carrier Name" collect call. The cost of this call is "(appropriate) rate will be quoted." This call is from "Inmate Name". This call may be monitored or recorded. To accept this call, Dial five (5) now. To decline this call, hang up.

The use of three-way or call waiting will disconnect the call. If you wish to block any future collect calls, dial 7-7. "

The message will be played to the called party two times prior to terminating the call. The system is programmed to permit the inmate to record their name during the process of placing the first phone call and allows two seconds for the recording. There are no toll charges to the called party for listening to the call announcement. Charges do not begin until the called party presses (or dials) the digit '5'.

If the call is debit, the announcement will be modified slightly to notify the called party they will not be billed. However, the warning that the call is monitored and recorded and the caution against using three-way features will still be provided.

POSITIVE CALL ACCEPTANCE

The System will not open the talk path or begin charging for the call until the digit '5' is pressed by the called party. No voice acceptance is allowed. The System recognizes standard network indicators of call progress including ringing, busy signals, and SIT tones. Answering machines, silence from the called party, and operator intercepts will not result in call charging because the digit '5' is not pressed. Pagers and cellular phones will not be validated as accepting collect calls. The State does have the option to allow cell phone calls through either the inmates' debit accounts or through V-Connect, where the inmates' called parties can establish a prepaid account. As mentioned, allowing inmates to call cell phones is at the State's discretion and directive.

TECHNICAL PROPOSALCALL DISCONNECT

The System will disconnect the call as soon as either the inmate or the called party hangs up, preventing chain dialing. If the system detects dial tone after the call is connected, the call is cut off.

VOICE PROMPTS

The following voice prompts would explain why an inmate's call was not completed:

1. *Your call was not accepted.*
2. *The phone number you have dialed is not allowed.*
3. *This number has been blocked at the customer's request.*
4. *You have a call already active.
(Another inmate is using the PIN.)*
5. *You have exceeded the number of calls allowed.*
6. *You have exceeded the number of minutes allowed.*
7. *Your call cannot be placed at this time. (Can't validate, etc.)*
8. *The system is not available at this time (e.g., after hours)*
9. *This phone is disabled. (Shut off through software)*
10. *You are not authorized calls from this phone location.*
11. *The PIN you have entered is invalid. Please try your call again.*
12. *You have insufficient funds to place this call. (debit)*
13. *Your account has been restricted by the State.*
14. *Your call has not been answered. Please try your call again later.*
15. *The line is busy. Please try your call again later.*
16. *Your call cannot be completed as dialed. Please check the number and dial again.*
17. *All lines are busy. Please try your call again later. (No outgoing trunk)*

5.2.3 (MR) Prohibit direct dialed calls of any type**→ FSH Response:**

No direct dialed calls including calls to any live operator, such as 911 and/or directory assistance, are ever allowed through the platform. The system is also engineered not to allow for incoming calls. We recognize that incoming calls are typically not allowed because it is impossible to monitor and/or control the calling, thus effectively defeating the purpose of the ITS.

Further safeguards are in place through the telephone company central office trunk class of service designation. Finally, all installed systems will be configured with the current

TECHNICAL PROPOSAL

blocked call tables. Access will be blocked to individual telephone numbers as well as groups of numbers, including multiple long distance carriers via 800+, 888+, 950+, 976+ or 10XXX numbers including information services, as mentioned earlier.

CALL SETUP

The following are examples of the outgoing calls only process:

1. Inmate goes off-hook receives dial tone.
2. Inmate dials PIN number before any prompts. The system begins recording of the call.
3. If no responses within 30 seconds for any prompt, system will error out, return to dial tone and erase-recorded file. The system will only create a recording for a call that went out on a trunk.
4. If an invalid PIN number is entered, the system plays the following prompt:

"The PIN you have entered is invalid. Please hang up and try your call again."
5. If PIN is correct, the system plays the following prompt:

"For a Debit Call Dial 1, For a Collect Call Dial 2"
6. If the inmate selects "1" a debit call begins processing.
7. If the inmate selects "2" a collect call begins processing.
8. If this is the first call an inmate is attempting on the system then the inmate hears the following prompt:

English: *"At the tone state your name."* (This is only for the first call an inmate makes. His voice is recorded permanently and used on all subsequent calls.)
9. When the inmate states their name the system plays the following prompt:

"Your call is being processed." (The system plays this prompt every ten seconds during call processing. The inmate will not hear the called party until the call is accepted.)
10. The system then validates on a real-time basis the destination number against the inmate's allowed call list, facility blocks and for any Challenge or LIDB blocks, such as unbillable numbers including payphones, cell phones, and other unbillable numbers. If debit, the system checks the balance of the inmate's debit funds and verifies whether or not the inmate has sufficient funds in their account to make a call.
11. For debit, if there is a valid PIN number, and sufficient funds in the inmate's account, the system plays the following prompt:

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"Your call is being processed."

12. If the inmate does not have sufficient funds in their account to make a three-minute call, the system plays the following prompt:

"You have insufficient funds to place this call."

13. The following are other voice prompts that are heard if the PIN number, allowed call list, or destination number has some other type of block on the call:

Block Denied, Or LIDB Block.

"This number has been blocked at the customer's request."

No number associated with the bin selected.

"The number selected does not have a phone number assigned."

Global Block, e.g. Director ID, Governor etc.

"The number you have dialed is not allowed."

Unable to Validate for LIDB

"The system is not available for collect calling. Please try your call again later."

Denied Phone Privileges by the [facility name].

"Your account has been restricted."

Problem with Debit Server.

"The system is not available for debit calling. Please try your call again later."

Number Blocked in Challenge by [carrier name]

"The number you are calling is blocked by [carrier name]."

Inmates PIN is currently in use.

"You have a call already active."

14. If all validations pass, the system rings the called party number.

CALL DELIVERY

15. The following are situational prompts the inmate may hear:

Ring, No Answer

"Your call has not been answered. Please try your call again later."

Busy

"The line is busy. Please try your call again later."

TECHNICAL PROPOSAL

S.I.T Tone

"Your call cannot be completed as dialed. Please check the number and dial again."

Inmate Hung Up During Call

No response necessary.

All Lines Busy (Outbound Circuits)

"All lines are busy. Please try your call again later."

16. If the called party answers a debit call, the system plays the following prompt:

"Carrier Name. This call may be recorded or monitored. I have a prepaid call from <inmate's name> at a [Facility Name]. To accept, dial '5' and wait for connection. To refuse, hang up."

17. If the called party presses "5" to accept, the system plays the following prompt:

"Thank you." The inmate and the called party are now connected.

18. If the called party hangs up, the system prompts to inmate:

"Your call was not accepted."

19. For facilities with Voice Overlay, every six to eight minutes, but no more than three times per call, the system plays:

"This call originates from WA DOC Facility Name."

20. One minute before the call terminates, the system plays the following:

"SIT Tone" or a warning that "You have one minute remaining"

COLLECT CALL SCRIPTING – CALL DELIVERY

LOCAL CALLS:

This is a <carrier name> collect call. The cost of this call is \$XX.XX. This call is from <inmate's name> this call may be monitored or recorded. To accept this call dial five now. To decline this call hang up.

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INTRALATA CALLS:

This is a <carrier name> collect call. The cost of this call is as much as XX dollars and XX cents for the first minute and as much as XX cents for each additional minute. This call is from <inmates name>. This call may be monitored or recorded. To accept this call dial five now. To decline this call hang up.

INTERLATA \ INTRASTATE CALLS:

This is a <carrier name> collect call. The cost of this call is \$xx.xx. cents for the first minute and \$xx.xx. for each additional minute. This call is from <inmate's name>. This call may be monitored or recorded. To accept this call dial five now. To decline this call hang up.

INTERSTATE CALLS:

This is a <carrier name> collect call. The cost of this call is \$xx.xx for the first minute and \$xx.xx for each additional minute. This call is from <inmate's name>. This call may be monitored or recorded. To accept this call dial five now. To decline this call, hang up.

21. If a "8" is pressed, the system plays the following prompt (Washington State requires automatic mandatory rate quote)

"The maximum cost of this out-of-state call is a \$3.95 Surcharge and \$.89 per minute plus a federal universal service charge. If you wish to accept and pay for this call, dial '5' now.

22. If the called party presses a "5" to accept, the system plays the following prompt:

"Thank you." [The inmate and called party are then connected together.]

23. If the called party hangs up, the system prompts to the inmate:

"Your call was not accepted."

24. If the called party presses a "7", the system plays the following prompt:

"To have your number blocked from receiving collect calls from all prisons dial xxx-xxx-xxxx."

25. If random overlays are used, the system plays the following prompt randomly:

"This call is from "WA DOC Facility Name."

TECHNICAL PROPOSAL

26. At the 19-minute mark of the call the system plays the following prompt:

"SIT Tone" or "You have one minute remaining"

REMINDER – THE CALL COST STRUCTURE REFERENCED ABOVE ARE EXAMPLES ONLY.

PLEASE REFER TO THE COST PROPOSAL FOR ACTUAL RATES.

5.2.4 (MR) Prohibit access to live operators except as may be necessary for international calls

→ FSH Response:

All calls are processed using VAC's full-featured automated attendant function.

All access to live operators is strictly prohibited and blocked. At no time will inmates have access to live operators through the System, unless for International calls. It is recommended that WADOC allow international calls through the debit feature only. This feature severely limits the inmates' ability to commit fraud.

If the International debit option is chosen by WADOC, calls may only be completed through the inmates' debit account; therefore there is no need for live operator intervention on this type of call. As demonstrated in response to 5.2.3, automated voice announcements will provide the inmate and the called party with all the instructions necessary for proper call handling.

5.2.5 (MR) Secure playback on an unlimited number of workstations via Ethernet connection

→ FSH Response:

The State of Washington will be provided with secure playback on an unlimited number of workstations via IP protocol. The Washington DOC will be able to record recordings to a CD for playback. There are three types of recording options available to the State, one which is completely secure and the other two for general use. These options are described in more detail below.

User access is via Microsoft® Internet Explorer to the web server running Microsoft® Internet Information Services. The user experience is very similar to browsing a website on the Internet which makes the system very user friendly and flexible. Access to all investigative and administrative features is available from a single webpage. Investigative features include Live Call Monitoring, ad hoc user defined queries of the inmate call database,

TECHNICAL PROPOSAL

investigator notes at the call level, unlimited user defined profile templates, monitor tracking, user level environmental settings, protect recording from listening, lock recording from pruner, call cutoff, auto monitoring, and investigative reports.

The Washington State DOC will be provided with thirty-eight (38) workstations for access to administrative and investigative functions. All workstations and systems will be networked together through a high speed data network that will allow access to each and every facility's call detail records and call recordings, and will also allow the centralized investigators to monitor live inmate calls at any given facility. Call recordings will be available for playback immediately upon completion of the call.

Each VAC workstation will be equipped with a CD burner that will allow the facility to copy inmate recordings to CD. The platform provides digital recording of the inmate calls with no loss in quality from the actual call. The recordings are stored with all the pertinent call data including the time, date, inmate, station, called number, carrier, etc. The workstation will be equipped with a sound card and speakers that will allow the Investigator to confirm the accurate transfer of the recorded information. In addition, any State workstation that has access to the system recordings can copy the recordings to CD if equipped with a CD burner. When copying the recordings to CD the user can choose between 3 options: (1) Data CD, (2) Audio CD, and (3) CD Lite.

Data CD – SECURE - Stores the recordings with all the pertinent call data including the time, date, inmate, station, called number, carrier, etc. The Data CD can be played from any Windows® 98 OS or later PC/Laptop using the VAC provided selector application (for sorting and searching recordings on the CD) and ITSII player. The ITSII Player provides many desirable features over competing players such as strong editing, looping, magnifying, step function, speed up, slow down, book marking, etc. Additionally, the CD can be encrypted using strong 3DES encryption. The intention is for the Data CD to provide a "chain of custody" that guarantees that the recording was made on the System and has not been altered. This could be very valuable in those cases where the origin and handling of the prosecution evidence is being contested.

Audio CD – Non-Secure - Records the inmate calls to CD as standard audio files. The Audio CD can be played in any CD player including automobiles, boom boxes, PCs, etc. The files can be copied from the CD for distribution if desired. These files, as with any of the "standard" WAV or MP3 files, can be edited with standard audio editing software and are therefore would not be considered appropriate for court evidence.

TECHNICAL PROPOSAL

CD Lite – Non-Secure: This option is for the non-discriminating user that wants to copy the data quickly to CD and doesn't need the feature rich ITSII player or encryption of the Data CD option. Additionally, the CD Lite option allows the user to play the recordings without the CD loading any Active-X controls or files on the playing computer.

5.2.6 (MR) Telephone station equipment powered by the telephone line and require no additional power source

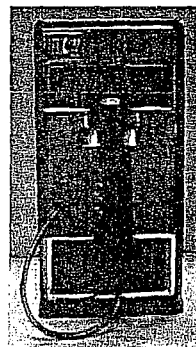
→ FSH Response:

FSH will continue to provide the Western Electric 10A or modified 1D2 coin-less inmate telephones and the coin public telephones located in all existing FSH sites. This equipment includes specially designed Plexiglas and standard telephone booths and enclosures. All inmate telephone stations and telephone casings are designed, engineered and manufactured to guard against inmate abuse and natural elements. Because the 1D2 telephone is extremely heavy duty, it is recommended for installation in areas of extreme abuse. In State designated areas hands free phone units will be supplied for inmate use where a suicide threat is present. Both phones and all external hardware components are manufactured of high strength, tamper proof heavy gauge steel and a graffiti and scratch resistant finish. The telephones require no additional power source and are powered by the telephone line.



10A INMATE PHONE

OR



MODIFIED 1D2 INMATE PHONE

In addition, the telephones have no parts that can be removed without a special type of tool. This prevents damage to the phone instrument and the manufacture of possible weapons. There are no coin slots on the telephones and the ringers are disconnected with no incoming calls allowed.

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All handsets are constructed of heavy duty polycarbonate molded plastic with no removable parts and connected with an armored lanyard that resists stretching, breaking and pulling. The lanyards are made of heavy duty steel construction with stainless steel cable. The telephone dials are manufactured with heavy duty metal and sealed against water and weather conditions. The 10A or 1D2 gorilla type telephone is currently in use at many correctional facilities throughout the country and is built for the security conscious environment of a correctional facility. These phones have proven to stand up to the wear and tear of busy correction facilities and inmate abuse.

Since there is no specification for cord length, FSH will work with the State to provide specific cord lengths at specific institutions, if desired. The standard cord length of 32 inches will be supplied absent any other requirements.

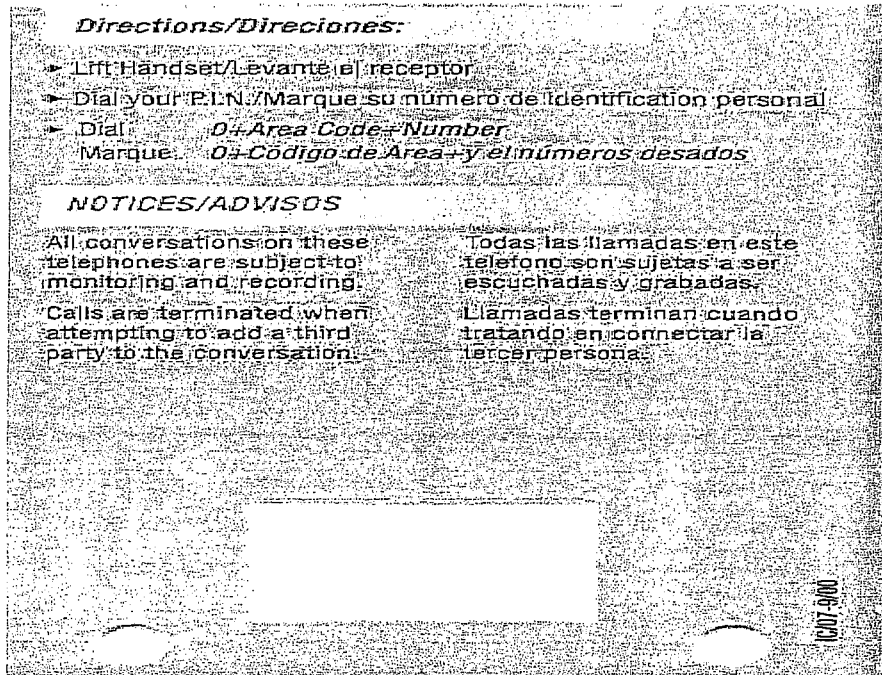
All telephones will be installed to meet ADA requirements which include proper height restrictions and volume control handsets with hearing aid compatibility.

FSH is committed to providing the State with the needed quantity of telephone devices for the deaf. To help eliminate the staff time needed to escort an inmate to a specific area for TDD use, battery powered TDDs can be provided. The convenience of not requiring power connections, coupled with allowing the relay service 800 number to be called through the system, enables the inmate to place TDD calls from a regular inmate phone.

All telephone equipment is Federal Communication Commission (FCC) registered and United Laboratories (UL) approved. Sealed dialing instructions in both English and Spanish will be mounted on the face of the inmate telephone. Please see below.

TECHNICAL PROPOSAL

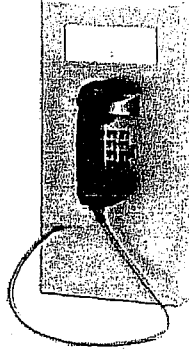
FSH Communications



FSH INMATE TELEPHONE INSTRUCTION CARD

GTL Subcontractor Inmate Telephone Equipment

GTL telephone equipment will remain in all GTL existing sites. Inmate telephones are line powered and require no additional power source. GTL will continue to use the Wintel 7090 inmate telephone set that is currently installed in the State of Washington facilities. This set is specifically designed for the inmate market and will meet or exceed the requirements of the DOC. The stainless steel and powder coated cold rolled steel provide rugged vandal resistant telephone housing designed for inmate use.

TECHNICAL PROPOSAL**Features of the Inmate Telephone Station:**

- Built-in user controlled volume "LOUD" button for ADA mandated volume control (must be user-controlled volume amplification AND volume must reset to normal with on-hook to meet ADA requirements)
- Brushed stainless steel provides rugged vandal resistant telephone housing designed and built for inmate use
- Confidencer technology, built into every dial, filters out background noise at the user's location, allowing better sound to the called party
- All-in-one electronic dial features modular incoming line and handset connections for quick maintenance. Carbon and DuraClear® Handsets have separate 4-pin connections.
- Heavy chrome metal keypad bezel, buttons, and hookswitch lever withstand abuse and vandalism
- Armored handset cord is equipped with a steel lanyard (1000# pull strength) and secured with a 14 gauge retainer bracket for maximum vandal resistance
- Handset has sealed transmitter and receiver caps, suitable for heavy use and abuse locations
- Pin-in-head security screws minimize tampering
- Hearing aid compatible and FCC registered (DF4USA-75652-CC-E)

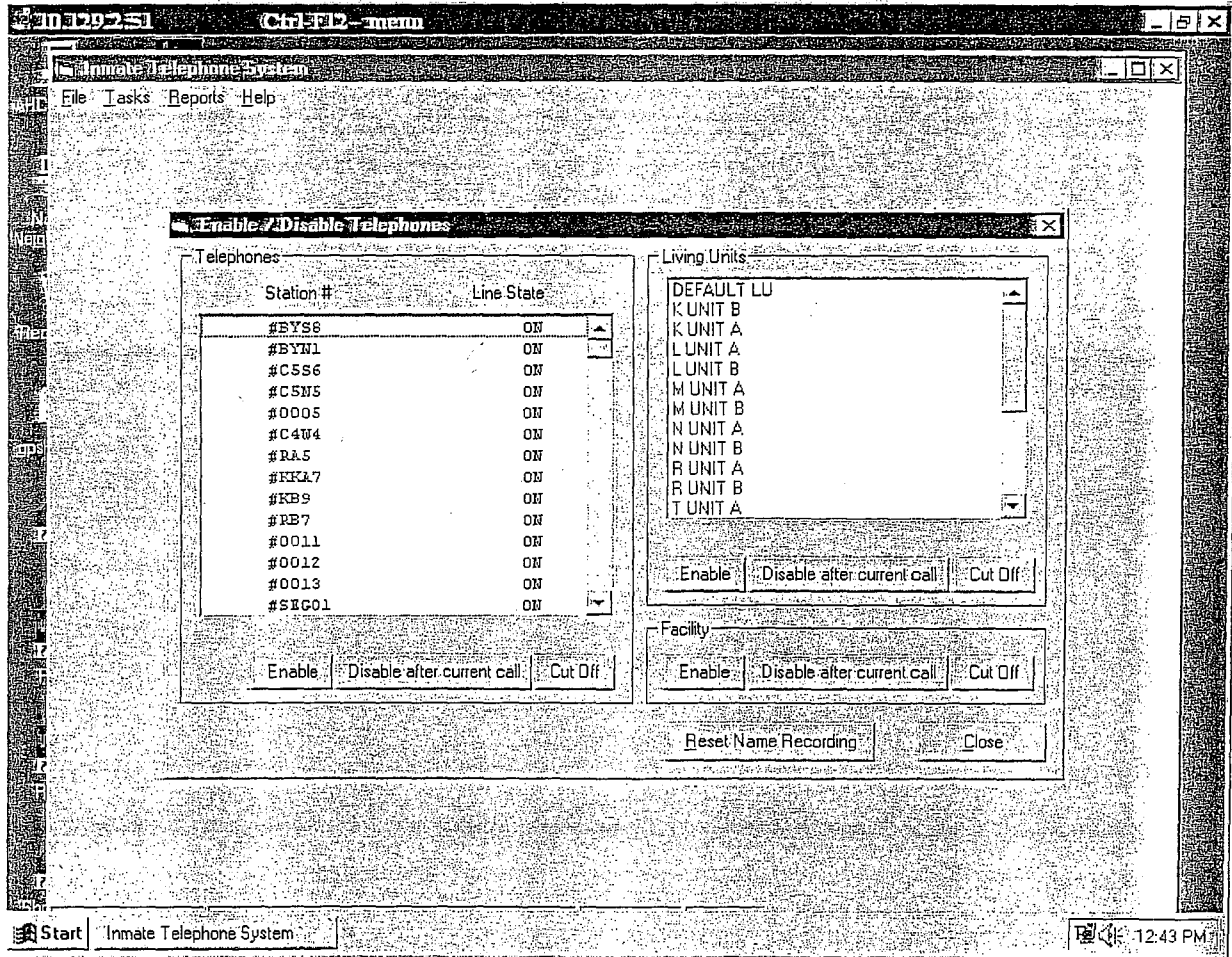
All inmate telephone equipment will remain in place at all sites unless the State requests any telephone additions or deletions. This will assure less facility disruption during inmate call control equipment change-out. All inmate phone repair issues for FSH and GTL sites will be handled by the FSH repair center.

TECHNICAL PROPOSAL

5.2.7 (MR) Provide for the shutting down or inactivation of individual phones, phones in a housing unit or the total system

→ FSH Response:

The System provides the ability to enable or disable inmate phones on demand through any system workstation. The function, Enable/Disable Telephones permits the user to disable individual inmate phones, living units or the entire facility. Phone shut-down may be accomplished very easily by shutting down all phones once the current inmate conversation is complete or instantaneously, by terminating all calls and shutting down all phones immediately. It is important to note that this function can be performed from a remote workstation – which is useful in an emergency situation where the site workstations may not be accessible.



SCREEN TO SHUTDOWN INMATE PHONES

TECHNICAL PROPOSALMANUAL AND ELECTRONIC CUT OFF KEYS

It is understood that the DOC prefers to use the system cutoff function rather than manual or electronic cutoff keys. As incumbent's, both FSH and GTL have previously installed all types of this equipment at WA DOC facilities. It would be the option of the State to leave them in place in case they are needed at a later date.

Should the State decide to use both system and manual cut-off capability, FSH can custom design electronic and or manual cut off switches for the Washington DOC prison sites. Each correction facility has specific needs for cutting off calls. The preferred method by the correction facilities has been the provision of electronic switches as opposed to manual toggle keys. The toggle key method requires a switch for each inmate phone. The specially designed electronic switches accommodate the facilities by cutting off groups of phones, all of the phones, or a phone at a time with one button. Electronic switches have lighting which alerts the prison personnel that they are on. This saves time as the officer can quickly know if the phones are on or off at a glance. These electronic switches can work with a State touch screen if the facility desires. This method is used at Washington Correction Center for an example. Stafford Creek uses the lighted buttons for their option which leaves the touch screen operator free for other duties. Each unit can have their own electronic cut off switches along with one in Central control if desired.

5.2.8 (MR) Use digital recording equipment capable of monitoring in real time and capable of capturing 100% of all calls placed from any of the offender phones including the ability to monitor other institutions' offender calls from any institution's networked monitoring stations, except attorney phones and the ability for investigators at HQ to also monitor and record selected facility calls. All prison facilities and HQ must be networked.

➔ **FSH Response:**

Upon contract award, FSH will install the VAC platform with its integrated digital monitoring and recording solutions. The State DOC facilities which presently have VAC equipment, Airway Heights and Washington State Penitentiary are currently equipped with these capabilities.

The VAC system's digital call recording technology will record each and every conversation initiated through the system unless attorney calls are identified and flagged not to be recorded. This would be at the option of the State. Call recordings are stored on a dedicated hard disk and can be archived to CD-RW media for long-term storage and retrieval. The VAC platform will be configured to store approximately six (6) months of call recordings on-line for immediate access. Call recordings are available for playback immediately via the workstations provided without any impact to on-going recording functions or call

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processing. It is important to note that CDRs will be readily available on-line for the full term of the contract. Attorney inmate phones will be separate from the system and will not be recorded.

In addition, Investigators can readily navigate through the system to locate key recordings or monitor targeted calls based on the following features:

1) Ease of Inmate Searches

Investigators can search by first, last, or middle names and can always use the "find next" feature from any of these searches.

2) Ease of control of Call Recording Playback

- Investigators can control speed and step through easy to use directional arrow keys
- Continues to playing even if the cursor position is changed
- Screen remains constant once a call recording is played
- Investigators can move through call recordings at a consistently set pace.
- investigators can speed up or slow down call recordings while listening and remain at the same place within the recording

3) Flexible Profiles By Investigator –

Facilitates rapid searches of established investigative searches

4) Alerts – At the Workstation or Remote Notification

The VAC system Workstation Alert and Remote Alert notification provided by the Snitch feature ensure that investigators do not miss targeted inmate or called party calls.

The VAC systems for the DOC environment typically sit in an autonomous WAN that is interconnected to each site in a mesh configuration and then connected to VAC via a secure data circuit. The mesh configuration allows access from all sites to all sites across the autonomous WAN. The data circuit is necessary for LIDB validation, Call Detail Record gathering, maintenance activity, and system monitoring. All fifteen DOC sites and WA DOC's HQ site will be interconnected.

Based on WA DOC's established investigator's security settings, this network will allow investigators at each facility, as well as investigators at the WA DOC HQ location, to access to any given facility and then monitor live inmate calls or listen to inmates' previously recorded calls. 100% of inmates' calls processed through the system will be

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available for monitoring and 100% of inmates' calls processed through the system will be recorded (with the exception of privileged calls).

Investigators with the appropriate security access can query CDRs by date range, either ascending or descending, by an exhaustive list of available fields including, but certainly not limited to:

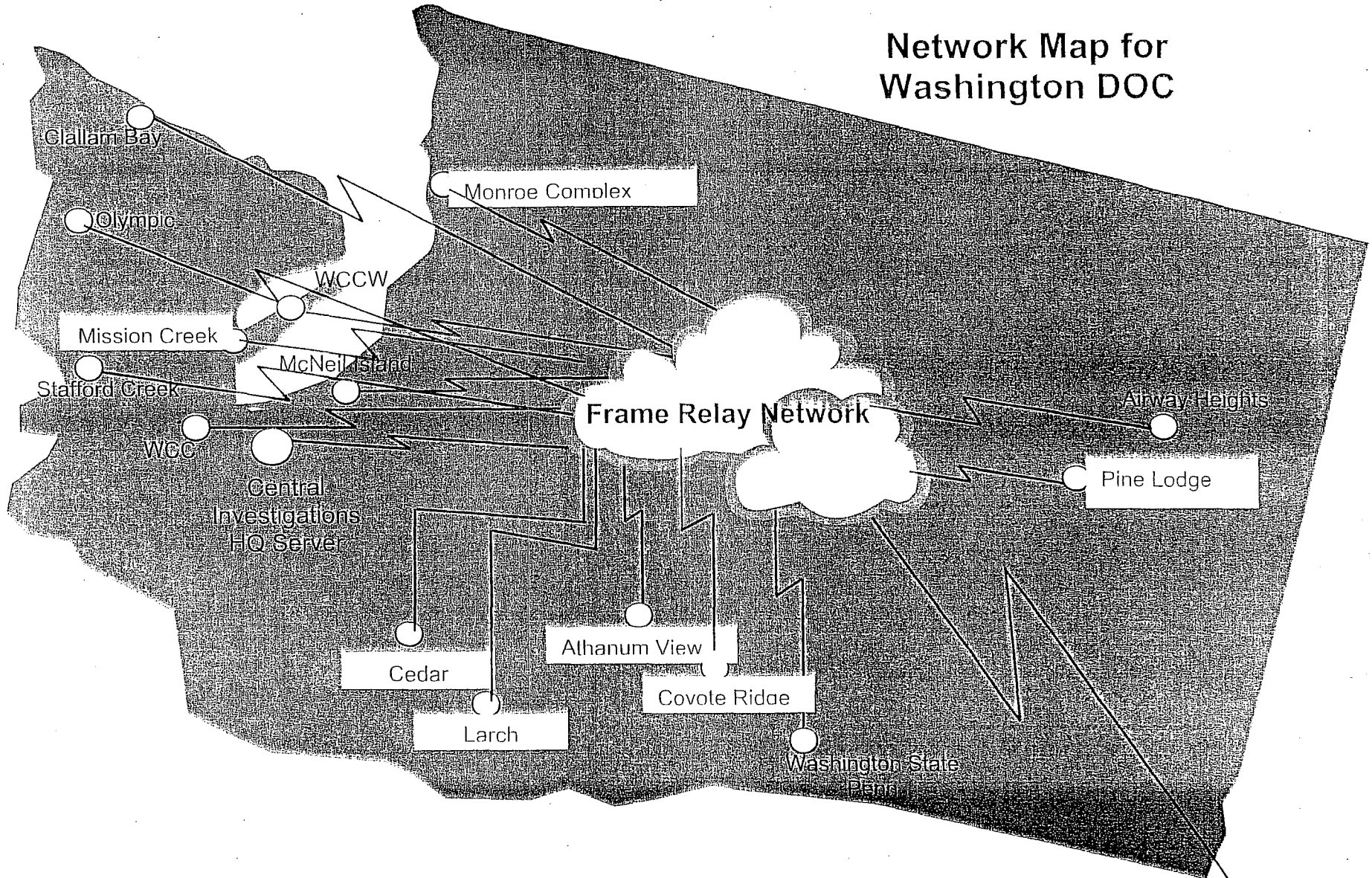
- Date of the Call
- Time of the Call
- Inmate ID
- Called Number
- Inmate Station Location or Living Unit (if used)
- Type of Call
- Length of Call
- Alerted Calls
- Recorded Calls
- Monitored Calls
- Accessed Calls
- Words within the Comments Field
- Call Completion Code
- Wild Card Searches

In all cases, queries are accomplished quickly and access to call recordings is fully integrated - through just a click on the appropriate CDR, the call recording will begin to play. Notes can be made on the CDR while the call recording is under review. Investigators may permanently lock call recordings of specific interest and these recordings will not be pruned from on-line access until specifically unlocked - regardless of any extended period of time beyond the WA DOC six (6) month requirement for on-line storage.

Please refer to the Network Map on the next page.

TECHNICAL PROPOSAL

Network Map for Washington DOC

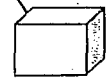


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5.2.9 (MR) Provide and maintain attorney telephones which are not connected to the recording system**→ FSH Response:**

FSH and GTL presently provide, and will continue to provide, separate attorney telephones at WA DOC facilities. The attorney inmate telephones are located at a completely separate location from the regular inmate phones and use a separate line that is not connected to the call control system whatsoever.

Using the separate line provided, the correction officer dials the telephone number of the attorney on a regular desk type phone and waits until the call is accepted, then uses a transfer key to transfer the call to the inmate waiting at the designated inmate phone to talk to his/her attorney. All equipment is supplied at no cost to the State by FSH. FSH will work with the State to assure needed attorney phones are provided.

5.2.10 (MR) Provide Dictaphone playback machines at the 9 DOC facilities where they currently exist until no longer needed**→ FSH Response:**

FSH and GTL will continue to provide the Dictaphone playback machines at the WA DOC locations where they currently exist until they are no longer needed.

5.2.11 (MR) Provide appropriate telephone equipment for hearing-impaired offenders**→ FSH Response:**

All FSH inmate telephones are standard with amplified handsets for the hard of hearing.

FSH is also committed to providing the State with the needed quantity of telephone devices for the deaf.

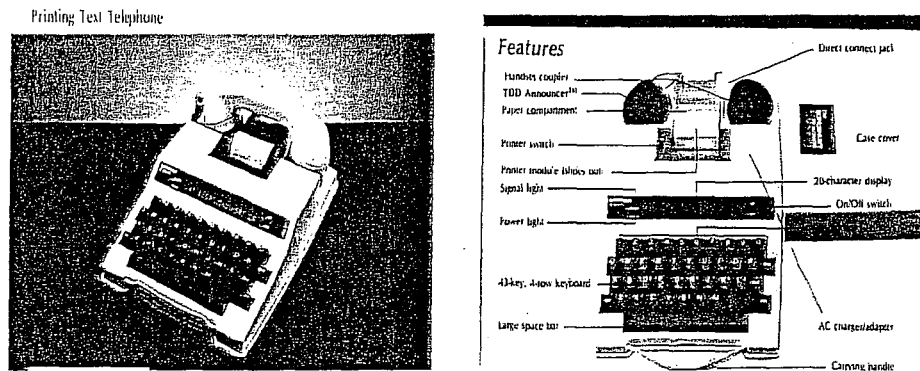
To help eliminate the staff time needed to escort an inmate to a specific area for TDD use, battery powered TDDs can be provided. The convenience of not requiring power connections, coupled with allowing the relay service 800 number to be called through the call control system, enables the inmate to place TDD calls from a regular inmate phone.

All telephone equipment has been designed to be compliant with ADA standards and FCC regulations. Full TDD access is supported throughout the system. To meet the TDD requirements, FSH will use the Ultratec SuperPrint model 200 or other model that meets the needs of the State. The model 200 has a printout for locations that would like a record of the

TECHNICAL PROPOSAL

TTY conversation. The selection of alternate models will be coordinated with State and designed to meet specific facility and security needs of the State.

TDD relay numbers are allowed through the system in order for the TDD to be used on an inmate phone if desired. The keyboards will have the standard requirements such as 4-row keyboard, easy touch keys and a typewriter style layout. The Ultratech TDD has been used extensively by FSH with great success.



5.2.12 (MR) Installation is compliant with DOC IT infrastructure guidelines

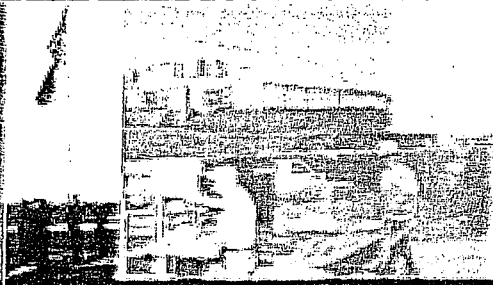
→ FSH Response:

FSH, VAC and GTL guarantees that all installation will be in compliance with the Department's IT infrastructure guidelines. We encourage the development of a collaborative partnership with the IT team which will ensure complete compliance, as well as offer a creative means to address any network challenges that may be inherent due to facility location, network access availability, workstation access, equipment location, etc.

Qualifications Proposal



WORKING TOGETHER
FOR SAFE COMMUNITIES



Washington State
**DEPARTMENT
OF CORRECTIONS**

Request for Proposals **CRFP6446**

State of Washington Department of Corrections

Offender Telephone System
And Recording / Monitoring

QUALIFICATIONS PROPOSAL

Respectfully Submitted October 3, 2005 By:

FSH Communications

Joanna Sissons, Account Executive

1600 7th Avenue, Room 2604 • Seattle, Washington 98191

The information contained in this proposal is proprietary in nature and should be disclosed only to those individuals within the State of Washington who have a need to know or those who have made a request pursuant to Chapter 42.17 RCW. This proprietary information should not be disclosed without the prior consent of FSH Communications.

QUALIFICATIONS PROPOSAL

SECTION 6

Qualifications Proposal Requirements (24 points)

Dear Panel Member:

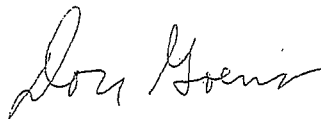
I would like to take this opportunity to introduce you to FSH Communications. Today we provide the Washington Department of Corrections with inmate and public telephone services in partnership with AT&T (now Global Tel*Link).

We are a premiere provider of public communications systems serving the general commercial and correctional facilities markets. At a time when many major communications providers are reevaluating the strategic fit of directly serving the pay phone marketplace, FSH Communications recognizes that there is still a segment of the market needing away-from-home communications not served by other communications products. For that reason, we have chosen to focus on serving both businesses and correctional facilities in need of pay phones and related public communications products that provide an affordable and reliable means of away-from-home communications.

While the name, FSH Communications, may be new to the marketplace, rest assured that our people and operational processes are not. In May, 2004, FSH Communications acquired the Public Access Solutions division of Qwest, bringing a 100-year heritage of serving the needs of public communications customers to the forefront of our business. If it seems that many of the faces are familiar, it's because they are. The continuing service of many of our Account Managers, Technicians and Customer Service Representatives enables us to provide seamless quality service to every customer we serve. In addition, the senior management team of FSH brings with it extensive experience in the telecommunications industry, as well as direct management of Qwest and similar pay phone operations. Together, we are focused on meeting and exceeding customer expectations.

FSH is committed to this market and is focused on providing reliable, quality services with flexibility in its offerings to meet the unique business needs of each of its customer segments. We welcome the opportunity to serve your public communications needs— today and in the future.

FSH Communications is committed to the correctional and public communications market!



Don Goens
President and CEO

QUALIFICATIONS PROPOSAL

6.1 Vendor Firm Information

6.1.1 (MR) Vendor Name and Address

State the proposing organization's full company or corporate name and give the official representative, address, telephone number, email address (if any) and FAX number of the vendor's office location responsible for performance under a contract with the state of Washington in the event the vendor becomes the Apparent Successful Vendor.

➔ FSH Response:

FSH Communications, LLC

Corporate Headquarters

Donald V. Goens, President and CEO
don.goens@fshcommunications.com
200 South Michigan Avenue, Suite 1210
Chicago, IL 60604
(312) 291-0565 Office
(312) 291-0568 FAX

Sales / Service Headquarters

Steve Loggans, VP General Manager
steven.loggans@qwest.com
2424 West Camelback Road
Phoenix, AZ 85015
(602) 630-6070 Office
(602) 249-5111 FAX

Mr. Goens, as President and CEO of FSH Communications, is ultimately responsible for the performance under a contract with the State for the services outlined in this RFP. Mr. Loggans, as Vice President and General Manager, is responsible for the Sales and Service (management and performance) of all contractual requirements.

In addition to Mr. Goens and Mr. Loggans, the State will have a Washington-based single point-of-contact (Ms. Joanna Sissons) who is supported by a Service and Product team specifically dedicated to the State. This team is outlined in detail in Section 6.2, Responsible Parties.

6.1.2 (MR) Organization

Specify how the proposing entity is organized (proprietorship, partnership, corporation).

➔ FSH Response:

FSH Communications, LLC is a Limited Liability Company. Federal I.D. Number: 20-0869547. DUNS 168024235.

QUALIFICATIONS PROPOSAL

6.1.3 (MR) Year of Organization

Specify the year in which the vendor was first organized to do business as substantially the entity which now exists, whether or not the form of organization has changed in the interim (such as by subsequent incorporation, merger, or other organizational change) and regardless of name changes. The intent of this requirement is to ascertain the longevity of continuous operation of the vendor, and the response should be formulated to provide that information as appropriate to the vendor's business circumstances.

→ FSH Response:

FSH Communications, LLC was formed in February 2004 and began operations in August 2004 as a newly established company – however its employees have provisioned pay telephone services for Retail and Corrections customers – The State of Washington DOC being one of several hundred, for over 25 years.

FSH Communications purchased the assets of the Qwest Public Access Solutions (PAS) division (the public and inmate pay telephone group of Qwest's) in 2004. Qwest, like many of the other telephone companies in the United States, determined that PAS was not part of its strategic product line and therefore sought a buyer who would continue to serve the customer base with the same attention and dedication. FSH is fully funded, has the customer base to sustain itself, the backing of Qwest and the support of premier technology associates such as VAC. In essence, we have been 'in business' since pay telephones were invented!

Our entire executive body and staff are senior veterans having worked in the 'payphone divisions' of Qwest, U S WEST, SBC, Ameritech, Verizon, and many others. The average number of years serving the Public Telephone Markets is 20 years, and over 30 years working in the Telecommunications industry!

This company was formed to specifically serve this market and having acquired the entire asset base of tools, trucks, systems, computers, phones, spare parts, etc. from Qwest the transition has essentially been transparent to the customers and end users. Approximately half of the FSH staff (and nearly 100% of its managers) were formerly employed by Qwest Public Access Solutions and were directly hired by FSH due to their expertise and dedication to the market and its customers.

QUALIFICATIONS PROPOSAL**6.1.4 (MR) Principal Officers**

Give the name, office, address, and business telephone number of the principal officers of the vendor's organization. At a minimum, include officers who hold the following functional positions, if applicable:

- b) Board Chairman, if a corporation b) President or other Chief Executive Officer c) Corporate Secretary, if a corporation d) Chief Financial Officer

→ **FSH Response:**

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
Donald V. Goens	President and Chief Executive Officer	200 South Michigan Avenue Suite 1210 Chicago, IL 60604	(312) 291-0565
Michael L. Johnson	EVP General Counsel & Secretary	200 South Michigan Avenue Suite 1210 Chicago, IL 60604	(312) 291-0565
Mike Tatom	EVP Business Development	200 South Michigan Avenue Suite 1210 Chicago, IL 60604	(312) 291-0565
Keith Morris	Chief Financial Officer	8441 Colonial Drive Lone Tree, Colorado 80124	(303) 768-8178
Steve Loggans	Vice President General Manager	2424 West Camelback Road Phoenix, AZ 85015	(602) 630-6070

6.1.5 (MR) Owners

Identify by name, business address and telephone number of all owners, partners or stockholders who own ten percent (10%) or more of the proposing organization. If any corporation owns ten percent (10%) or more of the proposing organization, identify the corporation and its chief executive officer and chief financial officer.

→ **FSH Response:**

Mr. Donald V. Goens, Mr. Michael L. Johnson, Mr. Mike Tatom, own at least 10% or more of FSH Communications and are the Managing Members of the LLC. Their business address and telephone number are noted above in Section 6.1.4, Principal Officers.

QUALIFICATIONS PROPOSAL

6.1.6 (MR) Change in Ownership

If any change in ownership or control of the proposing organization is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur.

➔ FSH Response:

FSH is not contemplating nor does it anticipate any change in ownership or control of the company during the twelve (12) months following the proposal due date.

6.2 Responsible Parties

6.2.1 (MR) Management

Identify by name, title or position, and telephone number all management-level officers of the proposing organization's performing office who would have direct responsibility for the performance of a contract resulting from this RFP.

➔ FSH Response:

FSH is uniquely qualified and dedicated to providing superior public and inmate telephone systems and services. The following management-level officers will have direct responsibility for the performance of a contract resulting from this RFP:

<u>OFFICER</u>	<u>TITLE</u>	<u>TELEPHONE</u>
Donald V. Goens	President and Chief Executive Officer	(312) 291-0565
Michael L. Johnson	EVP General Counsel & Secretary	(312) 291-0565
Mike Tatom	EVP Business Development	(303) 768-8178
Keith Morris	Chief Financial Officer	(312) 291-0565
Steve Loggans	Vice President General Manager	(602) 630-6070
Joe Rogers	Vice President Information Technology	(312) 291-0565

At FSH we pride ourselves on being lean and agile. What this means to The State of Washington DOC is that in addition to a dedicated staff of Washington-based employees and a single point of contact (Ms. Joanna Sissons) who is responsible for the fulfillment of the contract terms and management of our selected technology vendor; the State has the immediate attention of FSH senior leadership and its executive body.

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It is our philosophy of team work, creative problem solving, innovative and dynamic relationships that allow us to be especially responsive to our customers. We emphasize personal accountability in all we do – no matter the level of employee.

The FSH hierarchy is streamlined for optimal communication and focus, in addition to the officers noted above, the following management personnel will have direct responsibility for the performance of the contract resulting from the RFP:

<u>MANAGER</u>	<u>TITLE</u>	<u>TELEPHONE</u>
Dana Alixander	Director – Sales	(206) 621-1119
James Brandt	Director – Infrastructure	(425) 712-1305
Greg Button	Director - Customer Service	(503) 425-1020
Bob Dubay	Director – Corrections Products	(503) 425-1022
Ken Jackman	Director – Operations	(801) 288-7017
Shellie Luallin	Director – Information Technology	(303) 805-4385
Christy Bailey	Operations Manager – Washington	(206) 903-8028
Tom Deja	Operations Manager – SW WA/Oregon	(503) 408-0102
Joanna Sissons	Account Executive – Washington	(206) 624-1362
Denitrice Jenkins	Customer Account Consultant	(806) 872-5212
Deb Walker	Manager – Corrections Services / Repair	(503) 425-1030

The State of Washington DOC can be assured that it may call upon any one of the FSH team, from our Chairman Don Goens to our administrative staff, and they will receive the same high quality customer service. Our organization is very diverse, purposely, as we understand the value of the contributions inherent in the workplace. We are as varied ethnically, in gender, expertise, cultural and religious backgrounds, age, and abilities as any company who has a genuine commitment to fair and equal treatment of its employees and customers.

FSH has employed many of the same individuals who were part of the Qwest Public Access Solutions division (payphone group) and therefore has had little training requirements. We continue to employ technicians who have specialized in the public telephone business, which further reduces technical training time. Our salary and benefits are commensurate and often exceed companies of similar size and industry. FSH offers a robust benefits and vacation plan.

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We do, however, place considerable emphasis on customer service and cross-training. FSH maintains a robust online reference and training program which provides detailed instructions on everything from tariffs, to payphone programming, to contract / legal parameters for the company. This material is continuously updated by a dedicated resource (program manager). All contracts are accessible by any employee so that he/she understands the obligations we have committed to in serving our customers' individual requirements.

New employees shadow existing employees to ensure the continuity so necessary to serving our customers with the highest level of integrity and accuracy.

FSH will use only currently manufactured and technically supported equipment for the term of the contract. The scalable functionality of the proposed system will allow the State the flexibility it will require over the term to change and grow as its needs dictate. The employees assigned to The State of Washington DOC are highly experienced in the Corrections' industry.

Although today FSH is primarily a Public and Inmate Telephone Services provider, it intends to evolve into other services and technology. We are actively engaged with several cutting edge entrepreneurs who will allow us to bring additional solutions to the public and inmate markets over the term of the contract.

6.2.2 (MR) Contract Responsibility

Identify by name, title or position, and telephone number the individual who would have primary responsibility for initiating service resulting from this RFP; i.e., a manager or representative for this contract.

→ FSH Response:

FSH proposes a reliable and secure inmate telephone system that will be served by best in class employees and its technology associate VAC Communications. This team will be lead by Joanna Sissons, FSH Account Executive, (206) 624-1362, as The State of Washington DOC's single point of contact. FSH intends to minimize disruption to the State's facilities during the contract term and will demonstrate the highly sophisticated and secure, yet simple to operate, inmate telephone system.

FSH will be responsible for the contract with the State and will provision all aspects of services related to the inmate telephone system, including local and all long distance service.

QUALIFICATIONS PROPOSAL

6.3 (MR) Washington Business License/Federal Employer Identification Number

Either (a) state that the vendor now holds a valid business license, Universal Business Identifier (UBI) issued by the state of Washington, and provide the license number; or (b) declare that the vendor will obtain such license if selected as the Apparent Successful Vendor, immediately upon such selection and before execution of a resulting contract. Also provide the Federal Employer Identification Number (FEIN) or Social Security Number.

Vendors who wish to obtain further information regarding a Washington Business License may write: Department of Licensing Master License Services PO Box 9034 Olympia, WA 98507-9034 Or call:: (360) 664-1400 Or apply online at: www.dol.wa.gov.

➔ **FSH Response:**

FSH meets all licensing requirements, including a valid licensed to do business within Washington State. FSH's UBI number is 602-376-571, Federal I.D. Number is 20-0869547, DUNS 168024235.

6.4 Past and Present Relationships with the State

6.4.1 (MR) Prior and Existing Contracts

If the proposing organization, its predecessor, or any party named in the preceding subsections has contracted with the Department or any other Washington State agency during the past 24 months, identify the contract number and/or any other information available to identify such contract(s).

If no such contracts exist, so declare.

➔ **FSH Response:**

FSH currently, and for the past 24 months, serves the WA DOC in provisioning public and inmate telephones and associated monitoring and recording systems as a subcontractor to GTL (formerly AT&T) under Contract Number CDOP2681.

6.4.2 (MR) Vendor's Employee Relationships to State

If any party named in the preceding subsections of this Section 6 is or was an employee of the state of Washington in the past 24 months, identify the individual(s) by name, social security number, state agency by which employed, job title of position held with the State, and separation date.

If no such relationship exists, so declare.

➔ **FSH Response:**

FSH, GTL nor VAC has had any employee (former or current) employed by the State in the past 24 months.

QUALIFICATIONS PROPOSAL**6.4.3 (MR) Persons Employed by Both State and Vendor**

If any employee of any agency of the state of Washington is employed by the vendor, or sits on the 2 governing board of the vendor, as of the due date for proposal submission specified herein, identify all such persons by name, position held with the vendor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the Department, it is determined that a conflict of interest exists or may exist, the vendor may be disqualified from further consideration in this RFP.

If no such relationship exists, so declare.

→ FSH Response:

FSH, GTL nor VAC certify that no State employee is or was previously employed by their companies. We also certify that no State employee (current or former) sits on any governing board for FSH, GTL or VAC.

6.5 (MR) Contract Performance

If the vendor or the subcontractor has had a contract terminated for default during the past five years, describe each termination in the format explained below. Termination for default is defined as notice to stop performance delivery due to the vendor's non-performance or poor performance and the issue was either (a) not litigated due to inaction on the part of the vendor; or (b) litigated and such litigation determined the vendor to be in default.

Submit full details of all terminations for default experienced by the vendor during the past five years including the other party's name, address and telephone number. Present the vendor's position on the matter. The Department will evaluate the facts and may, at its sole discretion, reject the proposal if, based on the facts discovered, the Department believes that there is a risk that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If the vendor or subcontractor has experienced no such terminations for default in the past five years, so declare.

By providing the information required in this section, the vendor authorizes the Department to contact the entities with which the vendor/subcontractor has contracted regarding contract performance. The information received from these entities may be used for scoring purposes under the references section.

The Department will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if, based on the facts discovered the Department believes that there is a risk that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

→ FSH Response:

FSH is proud of its track record in serving its customers and on average we have been the incumbent provider for 10+ years providing both inmate and public telephone services. FSH, and in its prior form as Qwest Communications, has never had a contract terminated for default.

GTL, and its prior form as AT&T, has never had a contract terminated for default.

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VAC has never had a contract terminated for default.

6.6 (MR) Subcontractors

In order to achieve the best possible combination of equipment, service and rates, subcontractor arrangements may be proposed. Any and all such relationships must be in the context of a subcontractor(s) to the vendor. The proposing firm must be declared as the prime contractor.

If any subcontractor relationships are proposed, describe the subcontractor relationship with the proposing firm. Discuss the nature of the subcontractor organization and the management and reporting relationships between the vendor's firm and the subcontractor.

If no subcontracting is intended, so declare.

→ FSH Response:

FSH Communications is responding to this RFP as the Prime Contractor and will be responsible for all services and contractual obligations. FSH has selected two premier industry experts to subcontract their product and/or services: Value-Added Communications (VAC) and Global Tel*Link (GTL). Each subcontractor has personnel, from the Chairman to the Technician, that report to the corresponding FSH employee who are supporting and providing services to WA DOC.

FSH chose VAC as their subcontractor to provide the Digital Inmate Call Control platform, to include the integrated monitoring and recording. GTL will provide long distance services, as well as direct facility support and services via the VAC platform and using their own inmate telephone equipment. At the DOC's direction we can structure certain activities to either go through FSH, as with repair and maintenance requests; or are delivered directly to the DOC with FSH being copied, as with commission remittance from a particular facility.

Each subcontractor's company overview and key management personnel assigned to the WA DOC project are noted below. Each subcontractor will report to FSH with regard to their specific services as noted above. FSH will be the primary WA DOC contact, entirely responsible for the subcontractor's performance. FSH will ensure that appropriate communication between and with the DOC and each subcontractor.

In cases of repair and/or maintenance we may authorize and/or request via the DOC that an individual facility work directly with the subcontractor; however in all instances FSH is aware of and monitoring such activity. FSH will conduct periodic reviews and audits of the account performance, and specifically each subcontractor's performance. The DOC

QUALIFICATIONS PROPOSAL

will be invited to participate and provide feedback in these sessions, and is certainly encouraged to provide ongoing comment of our collective performance.

FSH has a strong history working with these two industry experts in various capacities and is proud to submit the winning combination of the FSH – VAC – GTL teams!



Value-Added Communications

- Jerry D. Gibson, Chairman, CEO, President
- Kermit D. Heaton, Executive Vice President Operations
- Stephen L. Hodge, Executive Vice President Engineering
- Win Purifoy, Vice President Chief Financial Officer
- Mark Turner, Vice President Operations
- Tad Summerfield, Vice President Sales & Marketing
- Larry Krouse, Director of Quality Assurance

FSH will utilize VAC as a subcontractor to provide the Digital Inmate Call Control equipment and Integrated Monitoring and Recording equipment. VAC has proven themselves as a trusted associate with a history of treating customers with respect and responding to their needs with a sense of urgency. As a valued customer, the State deserves to be treated with respect while enjoying the benefits of excellent technology, maintenance and support.

CORPORATE OVERVIEW

Value-Added Communications was formed in 1988, initially focusing on innovative automated calling technology and services within the telecommunications market. The company's focus was later narrowed to the Corrections market and the specialized systems and services required to become an industry leader in this niche.

Successes include the implementation of the first debit and collect hybrid calling system in the United States for the State of Colorado DOC, and the award of the Federal Bureau of Prisons contract in 1998 and in 200. Current management acquired the company's assets in 1999, undertaking an aggressive sales campaign to become the inmate system provider of choice for the telecommunications industry's market leaders. To date, VAC has established strategic relationships with FSH, Qwest, and other large telecommunications company's.

VAC will provide the call processing technology along with the required investigative and call control features specified in the RFP. VAC's team of seasoned professionals will

QUALIFICATIONS PROPOSAL

install and test the system, as well as provide on site training to appropriate facility personnel. In addition, VAC will provide both remote and local technical support to FSH as needed throughout the project duration.

BACKGROUND AND EXPERIENCE

The first step in formalizing VAC's commitment to the inmate communications market was to design the infrastructure necessary to support the country's largest correctional system (Federal Bureau of Prisons.) The VAC Plan has always been to create the support structure sufficient to provide exceptional service to high-volume clients that is robust enough to facilitate significant growth at any site their system is deployed, this includes correctional institutions at the Federal, State and Local level. Over the past four years, VAC has realized significant success in this effort and we have yet to challenge the limits of our potential.

In addition to the 104 Federal Correctional facilities served under contract; VAC also provides systems and services as a subcontractor to the Colorado Department of Corrections, the California Department of Corrections, Oregon Department of Corrections, Washington Department of Corrections, and a growing number of DOC Correctional Facilities across the United States.

VAC is subcontractor to FSH, providing their inmate call control platform, at an ever-increasing number of sites. Together, FSH and VAC serve their customers with the same focus which is providing excellent customer service and superior equipment and technology.

VAC is the sole manufacturer and provider of the inmate call control platform. They will be responsible for the equipment including spare parts at no cost throughout the life of the contract. VAC and FSH technicians are responsible for all installation, maintenance and repair.

VAC installers and service personnel receive regular, ongoing training on their latest equipment releases. While much trouble shooting and maintenance work can take place at VAC headquarters by VAC technicians, FSH and VAC will assure that the frequency of on site work is as often as necessary to provide preventative maintenance in order to keep the system in good operational status. FSH and VAC warrant the proposed inmate call control platform for the life of the contract.

TECHNICAL EXPERTISE

VAC's installation team is unparalleled in the industry. Installation engineers come directly from the Operations organization within VAC and have spent months in training in the test and integration process of the inmate phone system. VAC's Installation engineers are trained on the product within the test and integration process. Installation

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training consists of Telco connectivity, wiring and power, server and workstation preparation, database management, customer test procedures, frame relay, call detail record recording and billing process.

The list below gives a brief summary the installation team's experience and background.

Gamal Mohed – Installation Manager - Bachelor degree from University of Texas at Arlington, eight (8) years technical work experience, MCSE Core, Computer Support Specialist, MS Certified TCP/IP, IIs 4.0.

Brian Galke - Installation Engineer - Bachelor degree from Texas Tech University, six (6) years technical work experience, MCSE (MCP+Internet), TCP/IP, IIS 4.0 certifications.

Jacob Garcia - Installation Engineer - CCNA, MS Certified Engineer, IT Certification, Dell Equipment Certification, 13 years technical work experience.

David Mitchell - Installation Engineer - Bachelor degree from Devry University, Bachelor Degree from University of North Texas, MCSE, CCNP, three (3) years technical experience.

James Stanfield - Installation Manager - Northern Telcom certified engineer, Mitel certified engineer, Toshiba certified engineer, 20 years experience.

Dennis Stovall - Sr. Test Engineer - MCSE Core certified TCP/IP and Internet Certification, MS Certified Professional Engineer, 13 years technical experience.

In addition to the outstanding installation team, VAC, as mentioned above, currently has two full-time technicians who are available for on-site maintenance and repair needs

Mitch Davis has extensive experience in the telecom industry, including PBX installation, LAN/WAN network design-implementation and installation. He is also experienced in the following operating systems; Windows 95, 98 2000, NT and XP and has hardware experience as follows: PBX, routers, channel banks, dialogic, servers and workstations.

Douglas Thomas has over 25 years of experience in the telecom industry, including CO installer, Dialer technician, computer network maintenance, and technical support technician. His operating systems experience includes Windows 95, 98, 2000 and NT.



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Global Tel*Link

- Mark R. Stone, Chairman of the Board
- Craig Ferguson, President & Chief Operating Officer
- Teresa L. Ridgeway, Secretary & Vice President, Administration
- Steven Yow, Chief Financial Officer
- Tom Sweeney, Executive Vice President, Sales & Marketing
- Hal Howard, Vice President, Operations
- Garth Johnson, Vice President, Technology
- Tom Hearn, Vice President, Technical Support

On June 2, 2005 AT&T's National Public Markets Division was acquired by Global Tel*Link Corporation, thus combining two premier inmate service providers. The combined company has provided inmate telephone service for the past 23 years.

The company's headquarters will remain in Mobile, Alabama where they manufacture and oversee the maintenance of the systems, software, and provide technical service and customer support. In addition, all system technicians receive extensive training at this location.

The combined company of AT&T and Global Tel*Link (GTL) provide their services in the following states:

Alabama	Georgia	Montana	New York	Texas
Arkansas	Idaho	Minnesota	Oklahoma	Virginia
Arizona	Indiana	Missouri	Oregon	West
California	Illinois	Nebraska	Ohio	Virginia
Colorado	Kentucky	Nevada	Pennsylvania	Washington
Connecticut	Louisiana	New Jersey	Rhode Island	Wisconsin
Florida	Mississippi	North Carolina	Tennessee	

The combined seasoned management team remains intact. Our goals are to continue excellent service to our existing customers, increase opportunities to service new customers while maintaining profitability and providing the best of work places for our employees.

Howard Tharp, Contract Team Manager, is the GTL primary single point of contact for FSH Communications. Howard has over 20 years of experience in planning, managing and supporting inmate systems, customer accounts, and major projects. Mr. Tharp will coordinate and work through the Ms. Sissons in support of the WA DOC facilities that they will manage.

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PARAGON COMMUNICATIONS SERVICES LLC

Paragon Communications Services, LLC ("Paragon") is a leading provider of nation-wide installation and maintenance services for public access telecommunications equipment including correctional facility phones, pay phones and interactive Internet kiosks. Paragon currently provides maintenance services under its contract with Global Tel*Link Corporation.

Paragon's management team has over 15 years of continuous and direct experience in the unique requirements of correctional and public access phone systems and associated technical services.

- | | |
|-------------------------------|--------------------------------------|
| Project Management | Testing |
| Phone Management | Repair & Maintenance |
| Site Surveys | Set Monitoring |
| Site Preparation | Cash Collections |
| Wall Mounting and Restoration | Coin Counting and Deposit |
| Wiring | Electrical and Telephone Connections |

Paragon Communications Services employs over 80 technicians and administrative personnel. The main office location is in Suwannee, GA. Supervisors and storage facilities are located as required for equipment, materials and supplies.

Paragon Communications Services founders and key personnel have over 15 years direct experience together successfully implementing large projects and long-term programs for the installation and maintenance of correctional facility phones and payphones.

The direct program experience with Paragon's team is extensive. Some examples of related projects include:

- Tennessee State Prisons (run wiring, install and maintain phones for all state prisons for AT&T)
- Washington State Prisons (run wiring, install and maintain phones for all state prisons for AT&T)
- Hundreds of county jail and individual prison sites (upgrade wiring and install & maintain inmate telecom platforms and phones for GTL, AT&T, Verizon, Sprint, MCI, BellSouth and VAC)

Paragon is organized as a lean, flat organization. David Dickie manages all technicians with no more than one layer of field supervision. Technicians are dispatched and report service response details through the Paragon Service Center. Customer inquiries or escalation is coordinated through the Service Center on a 24/7/365 availability.

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Escalation paths for Washington DOC are as follows:

Technician (Local, as assigned)

Angelique Quinones, Service Center Coordinator (800-475-2771)

Carol Walcher, Service Center Manager (800-475-2771) (678-714-3940 direct)

David Dickie, CEO (678-714-3938)

6.7 Qualifications

This paragraph explains the approach to determination of Qualifications. *Do not respond to this paragraph.* Responses to sections 6.7.1 through 6.7.1.5 will enable scores to be assigned to each vendor in each experience category. The experience categories to receive scores include:

- System-wide inmate telephone systems – Provision of inmate telephone systems and services statewide for a state correctional department or a countywide system and services for a county correctional department.
- Local inmate telephone systems – Provision of inmate telephone systems in a state or county that does not encompass all inmate facilities within the state or county. This would include federal facilities that are individually served.

Within the experience category, subcategories will be identified which are pertinent to the Department's needs as described in Section 2 of this RFP.

- Responses will address vendor experience in providing services for each category.
- Vendors will also be required to specifically address their experiences in each subcategory.
- Vendors will be required to provide one-page résumés on individuals available to the vendor to provide services in each category that is to be included in the response.
- Vendors will be required to provide five references.
- Finally, vendors will be required to describe their ability to provide services in each subcategory.

The response will include relevant information to demonstrate the vendor's experience. Experience should be correlated with the vendor's contract references/prior contracts.

6.7.1 Offender Telephone Systems and Services

Experience in this category includes design and implementation of offender phone systems, billing/payments, customer relations, management of subcontractors, maintenance/repair/troubleshooting, and monitoring/recording integration.

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→ FSH Response:

FSH Communications

Specialists in telephone services for correctional facilities

In the security-conscious environment of a correctional facility, maintaining complete control is job number one. You run a tight ship. Your systems and processes are carefully planned and methodically implemented. One breakdown could lead to chaos.

Through many years of experience contracting and consulting with the largest counties and Department of Corrections facilities, FSH Communications has developed a Secured Calling Solution that comprehensively addresses the needs of your facility. From unprecedented control of inmate communications to unparalleled service and reliability, our Secured Calling Solution delivers a standard of total support unmatched in the industry. We make inmate communications our priority, allowing your team to focus on issues more important to you.

Building on the foundation of a flexible and feature-rich technology platform, the FSH Secured Calling Solution provides one source for all your inmate communication needs:

- Professional, single point of contact account management
- Flexible, dedicated Inmate Support Team
- Expert industry consultation
- Controlled subcontractor management
- Deep industry resource and partnership relationships which allow FSH to provide seamless product and feature requirements to our customers
- Competitive and timely commissions
- Financial and usage auditing
- Quality local, intraLATA and long distance connections
- Tough telephone construction
- Available assistance for speech- and hearing-impaired inmates
- Around the clock support for all your critical service needs
- Responsive, skilled installation and maintenance technicians

QUALIFICATIONS PROPOSAL

The FSH Secured Calling Solution is not complete without the personalized support of an experienced professional Account and Service Team to help you manage your inmate communications solution. Whether you have questions about a system feature, need help with your commission summary or want to add phones to a new section of the facility, your Account Team will be there to serve your needs.

The FSH hierarchy is streamlined for optimal communication and focus, in addition to the officers previously noted, the following management personnel will have direct responsibility for the performance of the contract resulting from the RFP:

<u>MANAGER</u>	<u>TITLE</u>	<u>TELEPHONE</u>
Joanna Sissons	Account Executive – Washington	(206) 624-1362
Dana Alixander	Director – Sales	(206) 621-1119
James Brandt	Director – Infrastructure	(425) 712-1305
Greg Button	Director - Customer Service	(503) 425-1020
Bob Dubay	Director – Corrections Products	(503) 425-1022
Ken Jackman	Director – Operations	(801) 288-7017
Shellie Luallin	Director – Information Technology	(303) 805-4385
Christy Bailey	Operations Manager – Washington	(206) 903-8028
Tom Deja	Operations Manager – SW WA/Oregon	(503) 408-0102
Denitrice Jenkins	Customer Account Consultant	(806) 872-5212
Deb Walker	Manager – Corrections Services / Repair	(503) 425-1030

COMMISSIONS

Inmate populations are on the rise, and so is the cost of running a secure correctional facility. Is your budget keeping pace? FSH inmate phones can provide your institution with a much-needed revenue opportunity that's paid fully and faithfully on a mutually agreed-upon payment schedule. No hidden deductions or subtractions—just a straightforward, easy-to-calculate commission structure you can count on.

Telephone calls from FSH inmate phones may be made "collect," "prepaid" or "debit." For every completed call placed from an inmate phone in your facility, FSH can return a portion of the revenue earned from that call to you in the form of monthly commission payments.

Commission Structure

With many providers, what appears to be a high commission rate that promises big returns can quickly get eaten away by concealed adjustments and off-the-top deductions. Not so with

QUALIFICATIONS PROPOSAL

FSH. Our competitive and clearly-defined commission structure doesn't leave you searching the contract's fine print to understand your commission payment. What we promise is what we pay.

Fair And Equitable Call Pricing

FSH has a genuine concern regarding the price we charge for our calls. Our commitment to fairness in pricing is reflected in our operator services offering. FSH strives to ensure that those who accept calls from inmate institutions are paying for those calls at the lowest possible price.

Prompt Payments

You can depend on FSH to provide a complete summary of your inmate phone activity for each billing period. Our clearly-defined and mutually agreed upon commission is paid, right on time, month after month, with a detailed summary of usage by ANI for your facility.

Peak Reliability

When costs are rising and funding is limited, it's good to have a revenue source you can count on. It's also important to have a supplier you can count on to keep your system running in peak condition. For competitive, consistent commissions and world class service, look no further than FSH.

SECURE CALL CONTROL

One of the great challenges for any correctional facility is to provide legitimate calling privileges without giving inmates the opportunity to abuse those privileges. FSH's feature-rich technology solution answers that challenge by delivering restricted access to the outside world. The FSH Secured Calling Solution is resistant to illegal manipulation by quick disconnects, operator intercepts, PIN irregularities or any other attempts at deception. We take great pride in offering you the latest in fraud control available anywhere.

Utilizing digital technology and patented innovations, FSH gives you the security and control needed for successfully managing inmate communications.

The FSH Secured Calling Solution has among the highest levels of fraud protection and control.

Automated Operator

There's no fooling this operator. The synthesized voice leads inmate callers through the steps of collect-call, prepaid or debit dialing, announcement of their name, error prompts, verification and acceptance of charges. This process cannot be manipulated by the caller or the recipient. All calls must go through the automated operator.

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Three-Way Call Prevention

FSH delivers Three-Way Call Prevention technology that automatically detects and disconnects attempts by an outside party to engage a three-way call. Inmate calls disconnected due to three-way call attempts are recorded on Call Detail Records, so the outside accomplice's number can be added to the inmate's "restricted" list.

Call Blocking

FSH can block access to virtually an unlimited number of 11-digit phone numbers or entire classes of dialing from any inmate phone. Restricted numbers can be programmed into the system at no charge, either by your system administrator or from a remote FSH location. Call blocking prevents harassing phone calls to correctional facility employees, judges, lawyers, known criminal associates and other individuals or entities who wish not to be contacted by inmates.

Pin Control Features

Each inmate may optionally be assigned a Personal Identification Number. This PIN is used to track individual calls and minimize fraud. Using PIN Control, each inmate can be restricted to calling only approved numbers on an inmate-specific list. Any PIN can be disabled at your command, revoking a specific inmate's phone privileges.

Recording/Monitoring

The FSH Secured Calling Solution allows you to monitor and record inmate calls using an integrated digital recording platform. Whether you need selective or comprehensive recording, the recording module supports a range of recording features, as well as online access to recordings on integrated hard drives.

INFORMATION TRACKING

Telephone calls—like visitations and postal deliveries—are one of an inmate's few links to the outside world, a link that must be monitored and controlled to prevent abuse and maintain security. The FSH Secured Calling Solution enables you to maintain tight control over the flow of information into and out of your facility with an on-site or remote central processing computer. This computer organizes, evaluates and maintains system functions, PIN controls and information collected from inmate calling patterns. Call records are stored in an independent memory unit that cannot be affected by loss of power, safeguarding the integrity of your database. As an optional service, FSH can provide a professional administrator to manage the operation of your system.

With the power of the FSH information tracking system, inmate callers have no choice but to play by your rules.

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Call Detail Records

What calls are being made, when, to whom and how often? Detailed knowledge of inmate calling patterns is vital to a secure phone system. FSH Call Detail Records log the time, date, inmate telephone number and location, number reached and duration of each call. The information gained through Call Detail Records can reveal significant calling patterns that will help you prevent phone system abuse before it gets started.

Call Timing

To enforce rules and prevent a few individuals from monopolizing the phones, FSH Call Timing places an automatic time limit on each call. Call duration limits are set at the discretion of the facility and easily changed.

Time Of Day On/Off

You may want to restrict inmate calling to the outside at certain times of day or night. Using Time of Day On/Off, you can deactivate and restore the inmate phone service at your discretion.

Call Recording

When investigative requirements drive the need for inmate call recording, FSH's information systems provide a secure and flexible means of reviewing pertinent calls. Password-protected access ensures that only investigators with a need to know can analyze recorded conversations. Key files can be selected and downloaded to an alternate storage media for support of legal proceedings.

DELIVERING ADDED-VALUE, EVERY DAY!

The FSH Secured Calling Solution is more than a phone for inmates: it's an integrated system of security controls, information tracking and high-end management features, all at your command. A host of value-added applications that expand your authority are also available based on the unique needs of your facility. These include:

Biometric Monitoring Systems

The FSH Secured Calling Solution incorporates use of industry-leading contractors focused on the development and provisioning of the latest corrections communications applications and technology, including the ever-changing world of Biometric Monitoring Systems. With these systems, FSH can keep your facility on the cutting edge of biometric monitoring technology.

Multi-Site Networking

FSH networking capabilities enable you to administer multiple correctional facilities more easily and efficiently from a single location.

QUALIFICATIONS PROPOSAL

Key Word Search

Key Word Search provides an enhanced means of reviewing call recording information to assist in investigative efforts. Using the Key Word Search feature, previously recorded calls can be searched for presence of key words and individual records can be marked for a more detailed review.

Prepaid Calling

Prepaid cards offer the inmate an alternative way of placing a call that is generally less expensive than placing a collect call. Given limited industry support for international collect calling, prepaid cards may also be used by facilities to address high demand for international calling. These cards come in a variety of denominations and can be sold via the commissary.

Remote Workstations

Remote workstations enhance the flexibility of our inmate telephone system by enabling key administrators and investigators to access the system database from their desks.

Repair Advisory Service

In certain circumstances, facility staff time spent on minor repair issues may be greatly reduced through use of the FSH Repair Advisory Service. Access to a toll free number and an automated voice mail system is provided to inmates for reporting of minor repair or calling problems. No live operators are involved in the complaint process and all calls are logged. Issue resolution is handled by the FSH Inmate Service Center quickly and efficiently.

Electronic Message Exchange (EME)

In addition to the many, many superior call placement options, secure system and dedicated account support, we are extremely pleased to offer an exclusive correspondence solution. Electronic Message Exchange (EME) is a product of Value-Added Communications and is being marketed exclusively by FSH to its customers. EME is NOT email, it is NOT internet access for inmates, EME is designed to compete with regular mail!

EME securely passes messages between the inmate and their outside contacts. Distributed and controlled by current Corrections Staff. Inmates do not need access to a computer or the internet. EME uses preset criteria, designated by the facility, to filter selected messages for viewing prior to releasing to the intended party.

What can this do for you? Reduce recidivism rate by keeping timely connections between the inmate and others, the faith community and other outreach programs are interested in using EME as a way to help support inmates during their incarceration and help in their transition back into the community. EME can generate additional funds for the State. Increased intelligence gathering increases security. Eliminates hazardous material or contraband handling by staff. Proven to actually reduce mail room staff load!

QUALIFICATIONS PROPOSAL**EXPERIENCE & RELIABILITY**

The FSH Secured Calling Solution delivers service and technology on your terms, with quick connections, clear signals and tough, tamper-resistant phones that stand up to abuse. Our scalable and feature-rich technology platform is designed with your availability requirements in mind. Remote monitoring and diagnostic procedures help to troubleshoot and resolve problems before they become a service issue. Proactive maintenance ensures that complaints are kept to a minimum, freeing you to focus on other, more pressing issues. Combined with our commitment to delivering the best value for your facilities, FSH offers a complete inmate communications solution you can trust.

FSH Communications' Account Team believes that the ultimate success of the inmate telephone program relies on Government and Industry working together. We trust that WA DOC will be delighted with a FSH selection because of:

- Who we are and what we bring to the Administration and this procurement
- Key elements of a technical and management solution based on communication and relationship management
- How working with the FSH Account Team makes good business sense.

As a company serving Washington, FSH views strong account management backed by commitment to the community as important. Those who contribute have a vested interest in great performance. In addition, FSH recognizes the value of continuity for prevailing success. FSH will continue to provide WA DOC with the finest combination of network, service, compensation, and support available. In order to meet this challenge, FSH has teamed with VAC and GTL.

The items below highlight both the corporate and technological strengths of the partnership.

- Quality service response in a harsh environment
- Proven network adaptable to future needs
- Experienced, professional communications personnel
- Financial strength and corporate stability

FSH provides local exchange service in 14 western states, and WA DOC can depend on the proven qualities that FSH offers:

- Quality Local and IntraLATA connections
- Competitive Compensation
- Contract Management services from a single source
- Superior network equipment

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Due to our vast experience and knowledge of the inmate market, FSH is extremely qualified to be the single point of contact for all inmate telephone equipment and services presented in our RFP. Our company will act as "Prime" contractor and will serve as the single point of contact between WA DOC and all aspects of the inmate telephone service described in this response.

FSH has also formed a strategic alliance with VAC and GTL for the provision of inmate telephone equipment and Long Distance services. International calls will be connected via prepaid collect or debit. While equipment technology is an important consideration, FSH also brings the strength, experience and ability to focus on managing the day to day operations of an account the size of WA DOC. We understand the changing environment in the corrections market, including the requirement to control call rates. This challenge requires the ability to balance between commissions and call rates and is reflected in FSH's proposal.

Should we be awarded the opportunity, FSH has assigned highly qualified project managers to oversee the State's transition and installation project. A complete support team will continue to ensure the State receives the best service and support available on an ongoing basis. The FSH pledges to the State that it will provide dedicated local, experienced, service technicians and staff support for guaranteed quick response.

FSH Company and Staff Background – *commitment, teamwork, accountability, innovation and transparent!*

FSH brings the strength, experience, and ability to focus on managing the day to day operations of critical service to the WA DOC inmate phone system. We understand the changing environment in the corrections market and believe effective account management for WA DOC requires an experienced, professional Account Manager based in the area.

Ms. Joanna Sissons is the FSH Account Executive assigned to be your point of contact. Joanna is located at 1600 7th Avenue, Room 2604 Seattle, Washington 98191, and can be reached at (800) 275-0616. Joanna's fax number is (206)345-2255 and her email address is Joanna.Sissons@qwest.com. Ms. Sissons has spent 27 years in the telecommunications business, the last 12 dedicated solely to the provision of inmate telephone service. The dedication and direct responsibility taken by your Account Manager provides WA DOC with a single point of contact in the areas of service, repair, support, vendor management, and contract negotiations.

FSH also provides installation, maintenance and repair of all inmate phones and associated wiring and infrastructure to WA DOC facilities. These functions of FSH are provided at no

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cost to WA DOC. As a general rule, FSH maintains a surplus of inmate telephone equipment on-site to meet the rigorous needs of the inmate telephone environment. All inmate telephones are serviced and cleaned on a regular basis, also at no cost to WA DOC.

At FSH we pride ourselves on being lean and agile. What this means to WA DOC is that in addition to a dedicated staff of Washington-based employees and a single point of contact (Ms. Joanna Sissons) who is responsible for the fulfillment of the contract terms and management of our selected technology vendor; the State has the immediate attention of FSH senior leadership and its executive body.

It is our philosophy of team work, creative problem solving, innovative and dynamic relationships that allow us to be especially responsive to our customers. We emphasize personal accountability in all we do – no matter the level of employee.

Although today FSH is primarily a Public and Inmate Telephone Services provider it intends to evolve into other services and technology. We are actively engaged with several cutting edge entrepreneurs who will allow us to bring additional solutions to the public and inmate markets over the term of the contract.

WA DOC can be assured that it may call upon any one of the FSH team, from our CEO Don Goens to our administrative staff and will receive the same high quality customer service. FSH is minority owned and our organization is very diverse, purposely, as we understand the value of the contributions inherent in the workplace. We are as varied ethnically, in gender, expertise, cultural and religious backgrounds, age, and abilities as any company who has a genuine commitment to fair and equal treatment of its employees and customers.

FSH currently has over 200 employees and 10 contractors in its employ.

FSH Communications purchased the assets of the Qwest Public Access Solutions (PAS) division (the public and inmate pay telephone group of Qwest's) in 2004. Qwest, like many of the other telephone companies in the United States, determined that PAS was not part of its strategic product line and therefore sought a buyer who would continue to serve the customer base with the same attention and dedication. FSH is fully funded, has the customer base to sustain itself, the backing of Qwest and the support of premier technology associates such as VAC and GTL. In essence, we have been 'in business' since pay telephones were invented!

Our entire executive body and staff are senior veterans having worked in the 'payphone divisions' of Qwest, U S WEST, SBC, Ameritech, Verizon, and many others. The average

QUALIFICATIONS PROPOSAL

number of years serving the Public Telephone Markets is 20 years, and over 30 years working in the Telecommunications industry!

This company was formed to specifically serve this market and having acquired the entire asset base of tools, trucks, systems, computers, phones, spare parts, etc. from Qwest the transition has essentially been transparent to the customers and end users. Approximately half of the FSH staff (and nearly 100% of its managers) were formerly employed by Qwest Public Access Solutions and were directly hired by FSH due to their expertise and dedication to the market and its customers.

FSH has employed many of the same individuals who were part of the Qwest Public Access Solutions division (payphone group) and therefore has had little training requirements. We continue to employ technicians who have specialized in the public telephone business, which further reduces technical training time. Our salary and benefits are commiserate and often exceed companies of similar size and industry. FSH offers a robust benefits and vacation plan.

We do, however, place considerable emphasis on customer service and cross-training. FSH maintains a robust online reference and training program, Info Buddy, which provides detailed instructions on everything from tariffs, to payphone programming, to contract / legal parameters for the company. This material is continuously updated by a dedicated resource (program manager).

FSH proposes a reliable and secure inmate telephone system that will be served by best in class employees. This team will be lead by Joanna Sissons as WA DOC's single point of contact. FSH intends to minimize disruption to the State's facilities during the contract term and will demonstrate the highly sophisticated and secure, yet simple to operate, inmate telephone system.

FSH will be responsible for the contract with the State and will provision all aspects of services related to the inmate telephone system, including local and all long distance service.

FSH will use only currently manufactured and technically supported equipment for the term of the contract. The scalable functionality of the proposed system will allow the State the flexibility it will require over the term to change and grow as its needs dictate. The employees assigned to WA DOC are highly experienced in the Corrections' industry.

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Currently, FSH services over 170 correctional facilities across the West with more than 10,000 inmate telephones. Among those 170 facilities are most of the County facilities in Washington. And some of the largest and most visible Detention Facilities in the nation:

- Salt Lake County in Salt Lake City, UT
- Denver City and County, Denver, CO
- Hennepin County in Minneapolis, MN
- Washington Department of Corrections
- Oregon Department of Corrections
- Colorado Department of Corrections
- Arizona Department of Corrections
- Utah Department of Corrections

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6.7.1.1 (MS – 10.0) References/Experience

List at least three and no more than five vendor references for which the vendor has provided offender telephone systems similar to that sought through this RFP. Describe the specific experiences the vendor and subcontractors have had in providing inmate telephone systems and services. Clearly describe the scope and scale of the services provided for each experience, including whether the experience was that of the prime contractor or subcontractor. Limit the description of each experience to five pages or less. Each description can include either the Vendor or a subcontractor(s) or both. Describe how each experience applies to the following:

- Design and implementation of system wide or local offender phone systems
- Billing/payments
- Customer/public relations
- Management of subcontractors
- Maintenance/repair
- Troubleshooting/response
- Monitoring/recording integration
- Other

References must contain the firm's name, contact's name, and phone number. The score will be based on a review of the vendor's response and the information obtained by the Department from the listed vendor references. The Department may, at its option, contact other vendor customers with whom the vendor has contracted and use such information obtained in scoring this item.

→ **FSH Response:**

FSH believes that our current customers are our best advocates in conveying their satisfaction with our services, creative problem solving, commitment and passion. We highly encourage WA DOC to contact each of our references and ask them three questions:

- a. Explain your satisfaction with your Account Executive and the FSH (formerly Qwest's) team's commitment to your needs?
- b. How would you describe the quality of their services and product?
- c. Are you treated fairly and honestly?

Reference Name:	Maricopa County, AZ
Contact's Name:	Linda Christophel 102 W. Madison Street, Phoenix, AZ, 85003
Contact Telephone Number:	602-876-1672 FAX: 602-876-2672 lchristophel@mcs.maricopa.gov
Are we the Prime or	FSH is the prime contractor

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<p>Subcontractor:</p>	
<p>Describe the specific experience: (use the criteria below)</p> <ul style="list-style-type: none"> • Design and implementation of system wide or local offender phone systems • Billing/payments • Customer/public relations • Management of subcontractors • Maintenance/repair • Troubleshooting/response • Monitoring/recording integration • Other 	<p>Description of Telephone Service or Program(s) provided: Inmate Telephone Service for 900 phones located in nine separate Maricopa County facilities.</p> <p>Description of administration and services that support the above mentioned Program(s): With the addition of two new jails that opened in 2005, there are 900 telephones and 12,000 inmates. Qwest is the "Prime" contractor for all Inmate Telephone Services at Maricopa County Sheriff's Office facilities in and around Phoenix and FSH is the lead subcontractor for Qwest, responsible for all day to day operations of the inmate telephone system. FSH supports six main jail facilities, two substations and a County Hospital ward with high-security inmate telephone equipment. FSH is responsible for the installation, maintenance, and repair of the inmate telephones, lines, and fiber optic equipment, and oversees the successful completion of all local and IntraLATA inmate calls and insures the proper billing, collection, and commission payments are made on all call types.</p> <p>Approximate date(s) of services provided: As Mountain Bell, then U S WEST, then Qwest, and now as FSH Communications, our team has provided continuous inmate services to Maricopa County for over 20 years. The service record at Maricopa County locations has been excellent, and we are proud to include Maricopa County as a reference for this proposal response.</p> <p>Design and implementation of system wide or local offender phone systems FSH works directly with Maricopa County to incorporate customized features into the system. As an example, we recently added a feature that allows inmates PIN's to only be used in the Pods in which they are housed. PIN swapping by inmates can hinder investigations, but with the PIN to Pod Level feature, an inmate PIN can only be used on the phones in his/her housing unit.</p> <p>Billing/payments FSH is responsible for insuring that commission payments reach Maricopa County on time and in the correct amount, and recently remitted a check for several million dollars to Maricopa County as an annual commission payment. FSH is currently assisting Maricopa County in auditing revenue and commission records of a subcontracted Long Distance Carrier. Should discrepancies be uncovered, FSH will assist Maricopa County in finding alternative carriers and overseeing the transition process. FSH records have never been audited or questioned by Maricopa County.</p> <p>Customer/public relations FSH supports Maricopa County charitable events, and has used Maricopa County in past advertising.</p> <p>Management of subcontractors</p>

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	<p>FSH supervises all day to day activities and service providers associated with the inmate telephone system.</p> <p>Maintenance/repair</p> <p>FSH is responsible for the maintenance and repair of all inmate telephone sets and associated wiring, and we supervise the maintenance and repair of the computerized inmate calling system provided by our vendor subcontractor.</p> <p>Troubleshooting/response</p> <p>FSH provides for system administration support "on site" at Maricopa County full time. After hours and on weekends and Holidays these technicians are on-call with guaranteed 4-hour response time in emergency situations.</p> <p>Monitoring/recording integration</p> <p>All monitoring and recording equipment is integrated into the inmate calling platform. All calls, with the exception of privileged attorney calls, are recorded and retained for one year "on line" and are available for immediate playback. Maricopa County also utilizes numerous employees whose job it is to live monitor inmate calling on a random basis. This concept was developed under FSH's guidance and integrated into the system by our vendor subcontractor.</p>
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Reference Name:	Colorado Department of Corrections
Contact's Name:	Sue Grisenti 275 W Hwy. 50 Canyon City, CO 81215
Contact Telephone Number:	(719) 269-4262 Fax: (719) 269-4260 Sue.Grisenti@doc.state.co.us
Are we the Prime or Subcontractor:	FSH and VAC are subcontractors
<p>Describe the specific experience: (use the criteria below)</p> <ul style="list-style-type: none"> • Design and implementation of system wide or local offender phone systems • Billing/payments • Customer/public relations • Management of subcontractors • Maintenance/repair 	<p>Description of Telephone Service or Program(s) provided:</p> <p>Inmate Telephone Service for 328 phones.</p> <p>Description of administration and services that support the above mentioned Program(s):</p> <p>There are 328 telephones and 14,000 inmates. VAC has been providing the inmate call processing technology for the State of Colorado for the past six years. At present, the project is being upgraded to utilize the System 100 technology for all 22 institutions. The platform is WAN based and supports an integrated solution of debit and collect calling as well as full channel monitoring and recording.</p> <p>Approximate date(s) of services provided:</p>

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<ul style="list-style-type: none"> • Troubleshooting/response • Monitoring/recording integration • Other 	<p>FSH/Qwest has provided inmate service with VAC for the past nine years.</p> <p>Design and implementation of system wide or local offender phone systems</p> <p>The design and implementation of the inmate telephone system was joined developed by Colorado DOC and Qwest Communications (now FSH).</p> <p>Billing/payments</p> <p>FSH pays commission payments generated from the Value Added Communications system reports. FSH's commission check is sent to MCI who then sends a single commission payment to Colorado DOC with detailed backup.</p> <p>Management of subcontractors</p> <p>MCI is the Prime Contractor for Colorado DOC and FSH functions as a subcontractor providing all inmate telephone sets and lines that carry all local and intra-lata traffic</p> <p>Maintenance/repair</p> <p>FSH is responsible for the maintenance and repair of all inmate telephone sets maintenance and repair of the computerized inmate calling system is supervised by MCI the Prime contractor.</p> <p>Troubleshooting/response</p> <p>FSH provides for system administration support "on site" at Colorado DOC full time. After hours and on weekends and Holidays these technicians are on-call with guaranteed 4-hour response time in emergency situations.</p> <p>Monitoring/recording integration</p> <p>All monitoring and recording equipment is integrated into the inmate calling platform. All calls, with the exception of privileged attorney calls, are recorded and retained for one year "on line" and are available for immediate playback. Colorado DOC also utilizes numerous employees whose job it is to live monitor inmate calling on a random basis.</p>
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Reference Name:	State of Oregon Department of Corrections
Contact's Name:	Steve White or Greg Sapaugh 2575 Center St NE, Salem, OR 97302
Contact Telephone Number:	(503) 947-1015 Fax: (503) 373-1173

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	steverwhite@doc.state.or.us
Are we the Prime or Subcontractor:	FSH is the prime contractor
<p>Describe the specific experience: (use the criteria below)</p> <ul style="list-style-type: none"> • Design and implementation of system wide or local offender phone systems • Billing/payments • Customer/public relations • Management of subcontractors • Maintenance/repair • Troubleshooting/response • Monitoring/recording integration • Other 	<p>Complete State-Wide System Change out to Integrated Monitoring and Recording</p> <p>FSH, and as formerly Qwest and U S WEST, has provided inmate telephone service to the State of Oregon since inception there. The VAC system was trialed at one large site for a year in 2003. After a successful trial period, all sites were converted from T-NETIX call control platforms with Dictaphone equipment to VAC sites with integrated monitoring and recording in 2004. Other features added were a Debit system, Allowed Call List and PIN's. Network is provided through Qwest for local and intraLATA service and GTL (formerly AT&T) for long distance service.</p> <p>Design and Implementation of system wide or local offender phone systems</p> <p>FSH and VAC designed a total system wide area network configuration which ties in all 13 State of Oregon correctional facilities together. This network includes the headquarters location in Salem, Oregon and allows all sites and headquarters the ability to access and monitor recordings at all other sites. A Project Manager was assigned to oversee the installation of the network and call control platform at each site and to coordinate directly with headquarters and each facility for a smooth transition. All involved State parties are included in coordination calls and are included in all correspondence regarding the installation. This includes the appropriate State IT personnel associated with the project. Regular coordination calls are held to develop an acceptable install schedule and allow for the appropriate people to be on site for cutover. Check lists are developed and worked through to completion. Systems were changed over and networked together ahead of the debit feature turn up system wide. Most recently an allowed call list application is in process for turn up in October. FSH and VAC are working closely with the State to oversee the project, smooth out the process and assure another flawless transition.</p> <p>Billing/payment</p> <p>FSH pays the State of Oregon a Guaranteed commission payment quarterly each year of the contract which expires in 2010. Commission payments are sent from the subcontractor (GTL) directly to FSH however the State receives one check from FSH directly for all services.</p> <p>Management of Subcontractors</p> <p>FSH is the prime contractor and manages all issues relating to the</p>

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	<p>inmate telephone service through the appropriate VAC and GTL personnel to resolution or completion.</p> <p>Maintenance and Repair</p> <p>FSH provides one number for all State of Oregon repair and maintenance issues. This number is used to assure tracking of trouble tickets are in place and provides a history of what has taken place with each site and the account overall. There is a second 800 number provided through speed dial for inmates to call directly for repair of telephones and questions on debit accounts. This number is answered by an automated operator so there are no live operators involved whatsoever. FSH personnel, who deal only with inmate telephone issues, prune off the calls on a regular bases and issue repair tickets as needed. This has saved the State of Oregon the time in dealing with inmate complaints.</p> <p>VAC also has a TAC center that is open 24/7 to handle repair issues. They are able to monitor and handle trouble remotely many times before the site is even aware there is a problem. They can access the sites remotely to deal with trouble tickets received and even before there is one issued. Remote maintenance is provided regularly to assure their high percentage of uptime continues.</p>
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Reference Name:	State of Washington Department of Corrections – Airway Heights Correction Center & State Penitentiary	
Contact's Name:	Jerry Shuemaker 11919 W. Sprague Ave, Airway Heights, WA 99001	Harold Lee 1313 N. 13 th Ave Walla Walla, WA 99362
Contact Telephone Number:	(509) 244-6770 shumaker@doc1.wa.gov	(509) 526-6318 helee@doc1.wa.gov
Are we the Prime or Subcontractor:	FSH and VAC are subcontractors to GTL	
Describe the specific experience: (use the criteria below)	<p>Description of Telephone Service or Program(s) provided:</p> <p>Inmate Telephone Service at the Washington State Penn and Airway Heights specifically. These two sites are set up on a trail bases for the last two years with VAC inmate call control equipment.</p> <p>Description of administration and services that support the above mentioned Program(s):</p>	
<ul style="list-style-type: none"> • Design and implementation of system wide or local offender phone systems 		

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<ul style="list-style-type: none"> • Billing/payments • Customer/public relations • Management of subcontractors • Maintenance/repair • Troubleshooting/response • Monitoring/recording integration • Other 	<p>FSH is including the following two State of Washington sites as one reference: These sites are managed by FSH and were changed out to the VAC system on a trial bases. This was at FSH's request and with the agreement of AT&T/GTL and DOC headquarters. FSH felt it our responsibility to offer the opportunity for the State to experience new technology with a vendor that agreed with the FSH/Qwest vision of providing excellent customer service along with superior equipment. We strongly believe that these two sites have experienced what FSH promised and therefore deserve to be shown as a reference in the FSH bid response to the State of Washington DOC.</p> <p>Approximate date(s) of services provided:</p> <p>VAC call control systems were installed at both sites approximately two years ago. These systems replaced the T-NETIX call control platforms with Dictaphone monitoring and recording as a trial of new technology. Both sites use the VAC PIN system and have integrated monitoring and recording function. System installs were coordinated with a project manager assigned by FSH/Qwest, WADOC site contacts and appropriate WADOC IT personnel's approval. The entire team worked together for a flawless transition.</p> <p>Design and implementation of system wide or local offender phone systems</p> <p>At the present time both sites are stand alone, but the WADOC plan is to integrate both of them into a WAN based system incorporating all sites with one vendor platform.</p> <p>Billing/payments</p> <p>FSH and GTL pay commissions one year in advance to the State of Washington DOC with a true up at year end.</p> <p>Customer/public relations</p> <p>FSH has carefully watched over the needs of the FSH WADOC facilities. Our focus has been on what is in the best interest of the State and made sure that headquarters staff has stayed informed of any issues involving the FSH sites. It is believed that Headquarters staff and site personnel trust that they can depend on FSH's continued support and focus regarding all inmate telephone and system issues.</p> <p>Management of subcontractors</p> <p>FSH is not the prime for the WADOC account but is very involved and hands on with all of the FSH sites within the WADOC system.</p> <p>Maintenance/repair</p>
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	<p>FSH is responsible for the maintenance and repair of all inmate telephone sets and associated wiring within the FSH/WADOC facilities. FSH supervises the maintenance and repair of the computerized inmate calling system provided by our subcontractor's for all of the WADOC/FSH sites. FSH provides one 24/7 telephone number for all repair or if the site chooses they may call the VAC 24/7 number for system related issues.</p> <p>Troubleshooting/response</p> <p>All VAC system software upgrades are done only after notification and approval of FSH. If any chance of system downtime, the site will be notified. This type of software upgrade is generally done in the evening when the phones are off for the night. All major repairs are completed within a 4 hour timeframe and minor repair within 24 hours.</p> <p>Monitoring/recording integration</p> <p>As part of the trial for the Washington State Penn and Airway Heights facilities, FSH removed the Dictaphone recording and monitoring and installed an integrated VAC solution at those two sites. Other WADOC/GTL/FSH facilities have different inmate call control platform's and Monitoring and recording solutions than Washington State Penn and Airway Heights.</p>
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Reference Name:	United States Federal Bureau of Prisons
Contact's Name:	David Casillas 320 First Street, NW Washington, DC 20534
Contact Telephone Number:	(202) 616-2060
Are we the Prime or Subcontractor:	VAC is and has been a subcontractor in support of the FBOP to Computer Sciences Corporation (CSC) for current ITS-2 contract and to Unisys for the new ITS-3 contract award.
Describe the specific experience: (use the criteria below) • Design and implementation of system wide or local offender phone systems	<p>Description of Telephone Service or Program(s) provided:</p> <p>The FBOP is comprised of 104 networked facilities, an estimated 188,000 inmates, with over 6,000 phones, over 600 workstations; processing almost 40 million call transactions per year to which VAC provides the complete technology and support of their integrated recording and monitoring system.</p> <p>VAC provides all call processing, technical assistance, regulatory reporting, and software support. VAC is also the tariffed carrier of all</p>

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<ul style="list-style-type: none"> • Billing/payments • Customer/public relations • Management of subcontractors • Maintenance/repair • Troubleshooting/response • Monitoring/recording integration • Other 	<p>collect calls. The VAC system interfaces with the ATG Trufacs commissary system for funds transfer to the inmates' telephone accounts. In, addition, VAC wrote the interface to the FBOP's Sentry inmate tracking system which manages all inmate movement and status throughout the Federal Prison System.</p> <p>Description of administration and services that support the above mentioned Program(s):</p> <p>VAC - as subcontractor to Computer Sciences Corporation (CSC) for current ITS-2 contract and to Unisys for the new ITS-3 contract award.</p> <p>Approximate date(s) of services provided:</p> <p>VAC has provided service to the Federal Bureau of Prisons since 1998. We have consistently met and exceeded the FBOP's expectations to the point that VAC was awarded a second contract under a new Prime – Unisys - utilizing the VAC inmate call control platform through August, 2011.</p> <p>Design and implementation of system wide or local offender phone systems:</p> <p>Services Provided: National, multi-site, system-wide, WAN-based Inmate Call Control System providing collect, debit, and prepaid calling capabilities.</p> <p>VAC provides call processing services, technical assistance, regulatory reporting, and software support. VAC is the tariff carrier of all collect calls for the FBOP. VAC also wrote ITS system interfaces into the ATG Trufacs commissary system to transfer funds for use on the telephone system and the FBOP's Sentry inmate tracking system which manages the movement and status of all inmates throughout the Federal prison system.</p> <p>Billing/payments</p> <p>Designated services not provided by VAC</p> <p>Customer/public relations</p> <p>Designated services not provided by VAC</p> <p>Management of subcontractors</p> <p>Designated services not provided by VAC</p> <p>Maintenance/repair</p> <p>The System 100 was put to the test in a 10 month study at the Federal Bureau of Prisons. The tabulated results reveal less than one minute of down time per month.</p>
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	<p>Average Downtime per site per month is 35 seconds. System Availability Percentage is 99.9988%.</p> <p>Troubleshooting/response</p> <p>VAC provides on site and remote troubleshooting as required.</p>
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6.7.1.2 (MS – 6.0) Vendor Resources

Provide brief one-page résumés of the single point of contact and any other individual presently employed by the vendor or stated subcontractors who will be responsible to ensure vendor performance and customer (DOC, offender, and public users) satisfaction with the services provided. Provide documentation showing arrangements made with local exchange carriers to allow offenders to make collect calls. The score will be based on review of resumes provided, contact with references included within the resumes, and the extent of arrangements made with local exchange carriers.

Include the following information, at a minimum, for each person identified:

Name Position, roles, and responsibilities served in past engagements Description of key specialties and abilities Description of education and training References for the past engagements

➔ FSH Response:

FSH brings the strength, experience, and ability to focus on managing the day to day operations of critical service to the WA DOC inmate phone system. We understand the changing environment in the corrections market and believe effective account management for WA DOC requires an experienced, professional Account Executive based in the area. Ms. Joanna Sissons is the FSH Account Executive assigned to be your point of contact for any questions or requests concerning the contracted services, which includes (but not limited to) reports, compensation, service and maintenance, training, etc.

The following are brief resumes of the key personnel assigned to the State of Washington Department of Corrections; each description includes qualifications, education / training / work experience, and references.

Don Goens, President of FSH Communications, LLC; the largest independently owned pay phone company in the United States. From 2003 to 2004, he served as Vice President-Wholesale Services, Qwest Communications, with responsibility for the Public Communications segment. From 2001 to 2003 he served as President FSH Enterprises, where he provided consulting to companies such as Urban Communications a VDSL service provider. From 1997 to 2001, Goens served as division President of SBC Public Communications, the largest pay phone company in the U.S., with over \$900 million in revenue. He had full P & L responsibility for all retail pay

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phones, inmate calling services and prepaid cards in a 13 state market. From 1994 to 1997, Goens served as Ameritech Vice-President of Finance in two multi-billion dollar retail divisions, where he was responsible for all internal financial operations. He also served as Ameritech Vice-President of Sales and Service for the \$3.5 billion consumer retail business and Chief Financial Officer of Illinois Bell, the largest subsidiary of Ameritech with \$3.6 billion in revenue.

Mr. Goens has an MBA in finance and economics from J.L. Kellogg Graduate School of Management and a B.S. in accounting from Indiana University. He is also a CPA.

Michael L. Johnson, Executive Vice President General Counsel & Secretary for FSH Communications. He has more than 16 years of experience representing clients in the telecommunications industry and in serving in executive management positions. From 1994 to 2001, Mr. Johnson served as Vice President General Counsel for the Ameritech (subsequently SBC) Public Access Business division. In his role, he participated in numerous industry forums addressing the transition from a regulated to a deregulated payphone environment, which was ultimately achieved through federal mandate with the enactment of the Telecommunications Act of 1996.

Prior to 1994, Mr. Johnson served as General Counsel for the Ameritech Telephone Industry Services division, as well as in other senior counsel positions, since joining Ameritech in 1989.

Upon graduating from the University of Michigan Law School in Ann Arbor, Michigan, Mr. Johnson began his legal career in 1986, as an associate with the Detroit based law firm of Dickinson, Wright. He specialized in employment law and commercial litigation. In addition to a law degree, Mr. Johnson holds a bachelor and masters degree in education.

Michael Tatom, Executive Vice President for FSH Communications; he has more than 30 years of telecommunications experience in operations and executive management. From 1998 to 2000, Mr. Tatom served as the Chief Operating Officer of Macomb S.A. de C.V. (a CLEC operating in Mexico City and Puebla) where he was responsible for launching the business. Using a "smart build" that he developed, the company was able to grow 17, 000 lines in the first 8 months of operation. From 1997 to 1998 Tatom was Vice President of US West headquartered in Denver Colorado. Mr. Tatom established the Designed Services organization that provided broadband for the 14 state region. Under his leadership, US West launched the first commercial DSL services in 1997 and initiated the first field trial of VDSL service. Mr. Tatom was also responsible for team

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managing the growth and operations budget of the company and was able to reduce capital requirements by more than 20% in the first year of his leadership. From 1993 through 1997, Mr. Tatom held several officer level jobs at Ameritech, headquartered in Chicago, Illinois. While Vice President for the Custom Business Unit, he consolidated 28 centers into 5, reducing year over year operating costs by more than 25%. In that same capacity he was key in launching the managed services business for Ameritech and negotiated and implemented the largest and most profitable service contract in company history.

Mr. Tatom holds an undergraduate degree in business administration from Eastern Kentucky University, masters in business in business administration from Fairleigh Dickinson University and a certificate in advanced management from Case Western Reserve University.

Steven Loggans is the Vice President and General Manager, and is a member of the executive group at FSH Communications, LLC. Mr. Loggans previously was the Senior Director for Qwest Communications Public Communications business unit and was instrumental in transitioning this business unit to FSH Communications. Mr. Loggans is responsible for all Sales, Operations, Marketing and Product organizations within FSH Communications.

Mr. Loggans has over 30 years experience in the telecommunications industry, with the firms of Motorola, Nortel Networks, Qwest Communications and FSH Communications. Professional accomplishments include directing the operations of a Nortel direct sales and service organization supporting Phoenix and Tucson, with an installed base of over 30,000 lines. While at Motorola, he implemented the first large customer owned PAPX systems in Arizona after the Carterphone decision. Additionally, Mr. Loggans implemented a customer self-maintenance organization for these systems.

Mr. Loggans possesses a Bachelor of Science in Business Administration from the University of Phoenix - Phoenix, Arizona and has completed over 1000 classroom hours of programmed training in human resources, leadership and labor relations.

Dana Alixander, Sales Director for FSH Communications, with responsibility of over 300 Retail and Inmate accounts throughout 17 states. Ms. Alixander has over 16 years telecommunications' experience in Operations and Sales Management.

Her current responsibilities include managing the National Retail and Inmate Sales Team, collaboration with a diverse vendor base, ensuring customer satisfaction and providing superior products and services to meet our customers ever changing needs.

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Ms. Alixander is also the recipient of several prestigious company awards, among them Platinum Performer in 2002 and President's Circle of Excellence winner in 2003.

Prior to her present assignment, Ms. Alixander has served as staff manager for Qwest Public Access Solutions, as well as manager for their Customer Service Business Office. During her tenure with Qwest Dex Ms. Alixander held several senior level positions, including Quality Process Manager, Operations Manager, Advertising Sales Manager, and Lead Project Manager on several company projects including the Year 2000 conversion team.

Ms. Alixander has extensive telecommunications' experience in many diverse business units in operations, sales and customer contact positions since 1989. She additionally works closely with other market units and vendors within the industry to provide enhanced solutions to FSH customers. She also works closely with Operations, Customer Service and Product Management to continually raise the standard level of service to our customers and with our vendors.

Ken Jackman is the Director of Operations for FSH Communications. Mr. Jackman has been working in the telecommunications industry for over 34 years. He has been involved with the payphone business for the past twenty years, as either the local field manager or as the director. Mr. Jackman managed the initial installation of all of the pay telephones at Denver International Airport during the construction phase and opening of the airport. He was also involved in other major projects which include Coors Field, World Youth Day in Denver and the first ever CART race in Denver. Ken's operations today encompasses pay phone and inmate services for a 16 state area and includes all activities concerning installation, maintenance, collections, and counting.

Greg Button is the FSH Customer Service Center Director and is located in Portland, Oregon. Mr. Button's team consists of Customer Service Representatives, Technical Repair and Dispatch Representatives.

Previously Mr. Button enjoyed a long tenure with Qwest Communications as Local Network Program/Project Manager, Technical Project Manager, System Manager, Network/ CDAC Manager, Sales Manager, Human Resource Manager, and his first position as a Residential Service Representative.

Mr. Button was instrumental in developing a number of relationships with various universities, schools, and government agencies for the recruitment of qualified and diverse applicant pools. Mr. Button has previously been appointed by the Governor of Oregon to serve on the 'Commission For the Blind' as an employment consultant.

Mr. Button is the Founder and President of ACTIFF Investments 1983 (Limited Partnership). Involved in growing an award winning investment club. Responsible for

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the education of all 20 partners in teaching the principals of investing in the global security market.

He also serves as an independent co-trustee of an estate trust with all fiduciary responsibility and was an Arbitrator for the Portland Better Business Bureau from 1980 to 1999 solving consumer complaints with manufactures of products and services, through binding arbitration.

Mr. Button has an MBA in Human Resources / Marketing from City University, as well as attended Portland State University, Graduate School – Sociology and graduated from Portland State University with a BS, Sociology/Psychology.

Joanna Sissons, FSH Inmate Account Executive will be the single point of contact for The State of Washington DOC for any questions or requests concerning the contracted services, which includes (but not limited to) reports, compensation, service and maintenance, training, etc. The following is a brief description of her qualifications.

Ms. Sissons has 28 years of Telecommunications experience, with the last 14 years directly assigned to the Corrections market.

Ms. Sissons' responsibilities include major account management of City, County and State inmate facilities in Washington and Oregon. She is especially qualified to lead major system integrations, system transitions and be the customer advocate for technology and service enhancements.

Ms. Sissons' previous experience is with Verizon (GTE) working in the network/PBX market segment. She was serving as an Account Manager in the corrections market for five years before moving to Qwest in the same capacity. Joanna is highly experienced in the corrections market and very well qualified to act as a major point of contact for the State of Washington.

Ms. Sissons looks forward to continuing her service to the State of Washington DOC in an account management and as a Corrections' industry expert.

Bob Dubay, FSH Product Director – Corrections has nearly 25 years experience in Telecommunications commencing with Pacific Northwest Bell in 1977. For the past 11 years, Mr. Dubay has been directly involved in the Corrections market segment for US WEST and Qwest Communications. His current responsibilities include vendor relationships, new product introduction, and managing the existing base of inmate accounts from a product perspective nationally.

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Prior to his present assignment, Mr. Dubay was the Regional Sales Manager with Qwest Communications working in both inmate and retail markets. Preceding that opportunity, which lasted approximately four years, Bob was involved in Sales supporting the Airport and Truck stops markets. Earlier years with U S WEST included sales positions in marketing supporting the Dimension/Horizon PBX product lines.

Mr. Dubay comes with a solid background in telecommunications specifically targeting the corrections market for more than a decade. He has worked closely with a variety of vendors in developing and nurturing strategic alliances with them.

Denitric Jenkins, FSH Account Consultant – Corrections has eight years of Telecommunications experience and has been an Account Consultant in the Corrections sector for the past five years. She is experienced with significant Account Manager support as well as assisting in managing the revenue base while ensuring customer satisfaction by coordinating the timely implementation of inmate payphone systems and services of a designated group of strategic/regional accounts.

Denitric analyzes customer-billing information to ensure accuracy, provides RFP support, account management, & project implementation. She creates specialized customer & inter-company reporting, assists in Sales Cycle, renewals and win backs by designing, pricing, and proposing customer solutions. She responds to requests from existing customers to fulfill the sales process and handles internal escalation and dispute processes (major commission issues, questions/complaints, service concerns, etc).

Christie Bailey, FSH Provisioning Manager had worked for Verizon/GTE for 31 years. For the last thirteen years of that time she held positions in the Public Communications Department. As a Technician, Inmate Systems, her responsibility's included working on various inmate call control systems; VAC, Science Dynamics, and the T-NETIX P3 and Cambridge systems. She also worked with various inmate phones such as Phillips and Brooks Smart Phones and 10 A's.

For the last seven years with Verizon, Ms. Bailey held the position of Western Washington Operations Manager, managing the technicians for payphone and inmate phone installation and repair. Her personal priority was to meet install commitments on time and provide quick turn around times for repair and maintenance of phone systems.

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Ms. Bailey's most recent position is with FSH Communications as Operations Supervisor Corrections. This position requires the skill set derived from her previous position with Verizon in the same capacity. Ms. Bailey manages the FSH technicians for payphone and inmate phone installation and repair throughout the State of Washington. Her personal priority remains the same. To provide customer satisfaction by meeting install commitments on time, and by providing quick turn around times for repair and maintenance of phone systems.

Mike Howard, FSH Telephone Technician has worked in telecommunications his entire 36 year career starting with GTE in 1967 as a lineman. Upon his retirement from GTE/Verizon in 2003, he had worked as a cable splicer, installation and maintenance technician, central office installation technician, special apparatus (PBX) installation & maintenance technician, systems administrator, special apparatus supervisor, service manager-major accounts, customer engineering manager-data systems, area manager and customer operations manager.

Although fairly new to FSH, Mike is committed to using his previously acquired knowledge and skills to devote exclusively to FSH local area customers.

FSH Telephone Technician Team - Washington-based

FSH Communications employs 17 Washington-based Payphone Technicians who are located throughout the state for complete service coverage. The average Telecommunications experience is over 20 years. The FSH Technicians are involved in the installation and repair of all types of inmate and public Telephone systems, terminal equipment, switching systems, cut-off keys, and all associated wiring.

This team has been in direct support of the customer accounts previously noted, in various capacities; therefore we submit them as references for this section's response as well.

In addition, the following FSH Corporate References will speak to the executives and senior managers' performance in current and past engagements. Again, we encourage the State to contact any of our partners! Upon request we will gladly furnish additional account and/or corporate references.

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FSH CORPORATE REFERENCES

BANK INFORMATION

LaSalle Bank
William B. McKinley, First Vice President
135 S. LaSalle Street, Suite 243
Chicago, Illinois 60603
Phone: 312-904-7620
Fax: 312-904-8802
william.mckinley@abnamro.com

TRADE REFERENCES

Brooks, Faucett & Robertson, LLP

Allen Faucett, Jr., Partner
Certified Public Accountants
29 South LaSalle Street
Suite 900
Chicago, IL 60603
312-857-1135

T.J. Adams Group

Robert Schultheis, Vice President
1260 Northwest Highway
Palatine, IL 60667
847.654.8172

Peisner Johnson & Company, LLP

Marshall Sabel, Marketing Manager
State and Local Tax Consultants
3030 LBJ Freeway, Suite 1600
Dallas, TX 75234
972-241-5100

Owest Communications

Dick Notebart, Chairman & CEO
Roland Thornton, EVP Wholesale Markets
1801 California Street
Denver, CO 80202
303-992-1414

QUALIFICATIONS PROPOSAL

Value-Added Communications

Jerry Gibson, Chairman, CEO, President
3801 E. Plano Parkway, Suite 100
Plano, TX 75074
800-777-9759

Network PTS

Thomas R. Keene, CEO
14472 Wicks Boulevard
San Leandro, CA 94577
888-420-6700

Hello Communications

Milton Dowse, President
1630 Stewart Street, Suite 130
Santa Monica, CA 90404
310-230-2710

Praeses Corporation

Judy Woodham, Vice President
330 Marshall St. Suite 800
Shreveport, LA 71101
800-333-8856

Paracom, Inc.

David Fukuhara, Managing Director
Harbor Marina Corporate Center
1011 S.W. Klickitat Way, Suite C-109
Seattle, WA 98134

Subcontractor Resources

Value-Added Communications

FSH will utilize VAC as a subcontractor to provide the Digital Inmate Call Control equipment and Integrated Monitoring and Recording equipment. Together, FSH and VAC have served our customer account base with the same focus, that is by providing excellent customer service and superior equipment.

QUALIFICATIONS PROPOSAL

VAC is the sole manufacturer and provider of the proposed system. They will be responsible for the equipment including spare parts at no cost throughout the life of the contract. FSH, VAC and GTL technicians are responsible for all installation, maintenance and repair.

VAC installers and service personnel receive regular, ongoing training on their latest equipment releases. While much trouble shooting and maintenance work can take place at VAC headquarters by VAC technicians, FSH will assure that the frequency of on site work is as often as necessary to provide preventative maintenance in order to keep the system in good operational status.

VAC's installation team is unparalleled in the industry. Installation engineers come directly from the Operations organization within VAC and have spent months in training in the test and integration process of the inmate phone system VAC's Installation engineers are trained on the product within the test and integration process. Installation training consists of Telco connectivity, wiring and power, server and workstation preparation, database management, customer test procedures, frame relay, call detail record recording and billing process. The list below gives the experience and background of VAC installation team members.

Gamal Mohed – Installation Manager - Bachelor degree from University of Texas at Arlington, 8 years technical work experience, MCSE Core, Computer Support Specialist, MS Certified TCP/IP, IIs 4.0.

Brian Galke - Installation Engineer - Bachelor degree from Texas Tech University, 6 years technical work experience, MCSE (MCP+Internet), TCP/IP, IIS 4.0 certifications.

Jacob Garcia - Installation Engineer - CCNA, MS Certified Engineer, IT Certification, Dell Equipment Certification, 13 years technical work experience.

David Mitchell - Installation Engineer - Bachelor degree from Devry University, Bachelor Degree from University of North Texas, MCSE, CCNP, 3 years technical experience.

James Stanfield - Installation Manager - Northern Telecom certified engineer, Mitel certified engineer, Toshiba certified engineer, 20 yrs experience.

Dennis Stovall - Sr. Test Engineer - MCSE Core certified, TCP/IP and Internet Certification, MS Certified Professional Engineer, 13 years technical experience.

QUALIFICATIONS PROPOSAL

In addition to our outstanding installation team, VAC, as mentioned above, currently has two full-time technicians who are available for on-site maintenance needs:

Mitch Davis has extensive experience in the telecom industry, including PBX installation, LAN/WAN network design-implementation and installation. He is also experienced in the following operating systems; Windows 95, 98 2000, NT and XP and has hardware experience as follows: PBX, routers, channel banks, dialogic, servers and workstations.

Douglas Thomas has over 25 years of experience in the telecom industry, including CO installer, Dialer technician, computer network maintenance, and technical support technician. His operating systems experience includes: Windows 95, 98, 2000 and NT.

Global Tel*Link

Howard Tharp, Contract Team Manager, and the primary contact for FSH Communications in support of the State of Washington Department of Corrections, has over 20 years of experience in planning, managing and supporting inmate systems, customer accounts, and major projects. Howard is the Contract Team Manager for the current contract with the State.

LOCAL EXCHANGE CARRIERS

FSH Communications, LLC ("FSH") has contracted with Qwest Communications ("QC"), Global Tel*Link (GTL) and Value Added Communications ("VAC") to provide the operator services for local and intraLATA collect calls placed by offenders in the WA Department of Corrections ("WA DOC") system. Local and intraLATA collect calls will be completed to a called party upon acceptance of the call. Any called party who wants to receive calls from an offender in the WA DOC has the ability to do so. Collect calls that can be billed may be accepted by a called party. For called parties who are a subscriber of QC telephone services the call will be billed on their traditional QC telephone bill. For all other collect calls accepted by a called party who is not a subscriber of QC telephone services, VAC will either bill for the collect call on a bill page within the traditional telephone bills of the local exchange carriers which it has billing arrangements with (e.g. Verizon) or will provide the called party with the opportunity to establish an account to accept the collect call on a pre-paid or direct bill basis through the V-Connect call center where there is no billing arrangement made between the parties (e.g. Comcast). We make every attempt to create billing arrangements between the parties; however there is not a legal requirement for them to do so.

QUALIFICATIONS PROPOSAL

A recent collect call study for the State of Washington indicates that approximately 59.1% of all collect calls are carried by Qwest, 19.8% are carried by CLEC's with billing arrangements, and 21% are CLEC calls that can not be billed and therefore would be offered the option of setting up a V-Connect prepaid or direct bill account. Any customer who sets up a V-Connect account will receive the call upon acceptance.

For more information or to validate the above, please contact:

<u>Owest Communications</u>	Carolyn Vance, Operator Services	210-541-3168
	Brad Olson, Product Professional	612-924-2055
<u>Global Tel*Link</u>	Teresa Ridgeway, VP Regulatory	251-479-4500
<u>VAC</u>	Mark Severson, Director Data Services	972-535-3419
<u>FSH Communications</u>	Carol McGuane, Regulatory Director	360-848-7918

6.7.1.3 (MS – 6.0) Added Value to DOC

Describe the resources vendor proposes to provide as added value in meeting the needs of the Department. Include resources to be provided the Department (including any dedicated staff that would reduce need for the Department to perform certain tasks), and demonstrated commitment to serving customers including state and local governments. Score will be based on the degree to which the vendor can be an available ongoing resource to the Department.

→ FSH Response:

The FSH proposal inherently provides the Department with immediate positive productivity solutions simply by its ease of use and the powerful options available to the Staff. We are extremely confident that the Staff will find our response and proactive monitoring and support will be noticeable time-savers. And, it's at NO COST to the State!

As noted earlier in this section, there is a strong FSH team who are dedicated to serving the State of Washington. Our team is available 24/7, and we are prepared to provide service guarantees in all areas. The State will have at their disposal experts in their field to whom they can rely – anytime!

But, our commitment does not end there! Each of these value-added components is addressed in detail in the Implementation and Service proposal section and/or the Technical proposal section. We have summarized these components below:

QUALIFICATIONS PROPOSAL

SITE ADMINISTRATOR

FSH is prepared to provide an on-site or remote Site Administrator to manage full Debit and/or the Allowed Call List. This position will reduce staff time considerably with the elimination of time-consuming administrative support. FSH and the State will determine the parameters of this position together in a collaborative manner. This will insure that the resource maintains its value and contributes to the reduction in staff time.

CALL RATE / CALL BILLING OPTIONS

We offer competitive, easy to understand call rates which will reduce the complaints and questions the State may normally receive from its inmates, called parties or advocacy groups. Further, a call may be made via collect, debit or advance pay options – all in the control of the inmate and their called parties.

INMATE COMPLAINT SYSTEM

The inmate uses a regular inmate phone which accesses a Toll Free number (which is programmed in the system as 'allowed') that calls into the FSH Corrections' Customer Services Center which is answered by an Inmate Specialist. The inmate reaches a recorded message with instructions on how to enter the complaint into an automated voice mail system. There are no live operators involved directly with the inmate and all complaints are recorded. Facility staff time is greatly reduced with this process, and the Inmate has some control over their concern and can expect timely resolution. FSH continuously analyzes call volumes, response times and customer feedback so that enhancements can be made.

PROFESSIONAL, EXPERT PERSONNEL and MANAGEMENT

FSH and its subcontractors take extra care when selection their employees. This pays off handsomely for our customers as there is no need to worry about who is coming to address a need, whether the person at the other end of the phone can help, or if the employee is well qualified to serve you! Intense, ongoing training is conducted with each employee. FSH coordinates regular status calls within its organization as well as with its subcontractors. We continuously audit our own performance, as well as are contractors.

Dedicated project manager(s) are provided who will guide the pre-implementation, implementation, training and follow-up care necessary to ensure a seamless and worry free transition. A Statement of Work will be developed and signed off by the State which will outline the course of action and associated timeline.

QUALIFICATIONS PROPOSALREPAIR / MAINTENANCE SERVICESRESPONSE TIME

Emergency service will be responded to within two (2) hours; and non-emergency service will be dispatched within four (4) hours. FSH agrees to respond to repair requests from the State or its designated Agent by arriving at the site promptly after reasonable notice has been given. This response will be provided 24 hours per day, seven days a week, three hundred and sixty-five days per year.

There is also a system support group known as the TAC (Technical Assistance Center) which will provide customer service/technical support twenty-four (24) hours a day, seven (7) days a week basis, three hundred and sixty-five (365) days a year. Many system-related problems can be remotely corrected from the TAC without a field dispatch. FSH personnel have access to the system's Trouble Ticket tracking, and should trouble be detected immediate action is taken by the remote service engineers who in most cases can repair or reboot the system without the County's notice of a problem. If an on-site person is required, VAC TAC has the ability to escalate trouble reports as well as dispatch technicians. VAC strives to provide superior service level agreements by dispatching repair personnel promptly after reasonable notice has been given.

The System is continuously monitored 24 hours a day by the Technical Assistance Center (TAC). An alert is generated immediately if a problem occurs that could affect system or user functionality. The emphasis placed on monitoring and maintenance is unparalleled in the industry. In a recent study VAC System up time was independently measured at 99.999% at the Federal Bureau of Prisons 104 networked sites.

DISPATCH / REPORTING OPTIONS

Requests for repair or service may be made via email (PAS.Tcinmate@qwest.com) to the FSH Corrections' Customer Service Team 24 hours per day, seven days a week, three hundred and sixty-five days per year.

Another option is for the State or Facility to call the FSH Customer Care Center at 800-592-9488 which will connect directly to our Inmate Specialists who will obtain the specifics and dispatch local technicians.

All dispatches, emergency and non-emergency, are tracked from initial request through completion. The Customer, Joanna Sissons, FSH Account Executive and the State's single point of contact, the Technicians and their Manager, as well as our technology associates will also be notified of dispatch to ensure contractual

QUALIFICATIONS PROPOSAL

compliance and the State's complete satisfaction. A complete Trouble Reporting and Escalation document will be provided to the State and all necessary personnel.

PROCESS IMPROVEMENT - CUSTOMIZATION

In addition, FSH is always open to any customer suggestion on improving its processes. We pride ourselves on our timeliness, as many issues are addressed and resolved the same day. In situations that require additional time we communicate immediately when or if there will be a more lengthy response and provide a targeted timeframe for completion.

6.7.1.4 (MS – Pass/Fail) Vendor Financial Responsibility

Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that the proposal evaluators may reasonably formulate a determination about the stability and financial strength of the proposing organization.

Provide a copy of the vendor's Dunn and Bradstreet, Equifax, TRW, or other appropriate credit rating. For sole proprietors, provide a copy of the appropriate credit rating for your sole proprietorship. If you are a sole proprietorship and have such a credit rating, so state. A credit report for the sole proprietorship will be required before contract execution.

Disclose any and all judgments, pending or expected litigation, or other real or potential financial or legal events that might materially affect the viability or stability of the proposing organization or warrant that no such condition is known to exist.

→ FSH Response:

Please let us, once again, introduce ourselves; we are FSH, the new independent company formerly known as the Public Access division of Qwest. We currently own and operate pay telephones in 14 western states. We offer the same reliable continuity of service built upon the best of Qwest, with the entrepreneurial growth of new ideas and technologies. We welcome you as a partner.

FSH COMMUNICATIONS, LLC

200 South Michigan Avenue

Suite 1210

Chicago, Illinois 60604

Main Telephone 312.291.0565

Federal I.D. Number: 20-0869547

DUNS 168024235

QUALIFICATIONS PROPOSAL

CORPORATE SENIOR MANAGEMENT

Donald V. Goens - President and Chief Executive Officer
Michael L. Johnson –EVP General Counsel & Secretary
Steven L. Loggans – VP General Manager
Mike Tatom –EVP Business Development

FSH CORPORATE REFERENCES

BANK INFORMATION

LaSalle Bank
William B. McKinley, First Vice President
135 S. LaSalle Street, Suite 243
Chicago, Illinois 60603
Phone: 312-904-7620
Fax: 312-904-8802
william.mckinley@abnamro.com

TRADE REFERENCES

Brooks, Faucett & Robertson, LLP

Allen Faucett, Jr., Partner
Certified Public Accountants
29 South LaSalle Street
Suite 900
Chicago, IL 60603
312-857-1135

T.I. Adams Group

Robert Schultheis, Vice President
1260 Northwest Highway
Palatine, IL 60667
847.654.8172

Peisner Johnson & Company, LLP

Marshall Sabel, Marketing Manager
State and Local Tax Consultants
3030 LBJ Freeway, Suite 1600
Dallas, TX 75234
972-241-5100

QUALIFICATIONS PROPOSAL

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Denver, CO 80202
303-992-1414

Value-Added Communications

Jerry Gibson, Chairman, CEO, President
3801 E. Plano Parkway, Suite 100
Plano, TX 75074
800-777-9759

FSH will be pleased to provide annual audited financial statements, and encourages regular review of the financial and service performance of the account throughout the term of the contract.

There are no conditions today (legal or financial), or anticipated, which would jeopardize FSH's ability to fully serve the State during the contract.

VAC is currently a participant in one litigation case. The venue is Case Number 0311399-B in the 44th District Court, State of Texas in Dallas County. The nature or style of the case involves VAC pursuing a breach of contract suit against T-Netix (now called Securus). The contract being disputed contains terms for VAC's use of certain T-Netix patents. The case is currently scheduled for trial date in 2005.

GTL is implicated in the following litigation proceeding, with the outcome pending:

Elena Condes, et al v. Evercom Systems Inc. et al.

Case No. 2002054255

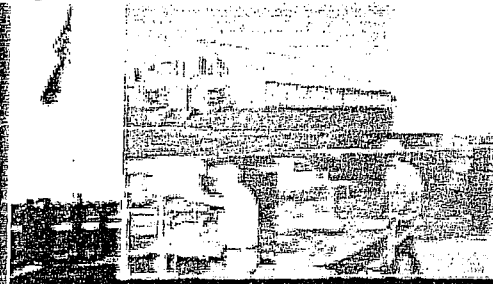
Superior Court of California

Filed: March 10, 2003

Class action lawsuit against inmate telephone providers alleging wrongfully charged customers.

Cost Proposal





Washington State
**DEPARTMENT
OF CORRECTIONS**

Request for Proposals **CRFP6446**

State of Washington Department of Corrections

Offender Telephone System
And Recording / Monitoring

COST PROPOSAL

Respectfully Submitted October 3, 2005 By:

FSH Communications

Joanna Sissons, Account Executive

1600 7th Avenue, Room 2604 • Seattle, Washington 98191

The information contained in this proposal is proprietary in nature and should be disclosed only to those individuals within the State of Washington who have a need to know or those who have made a request pursuant to Chapter 42.17 RCW. This proprietary information should not be disclosed without the prior consent of FSH Communications.

COST PROPOSAL

SECTION 7

7. Cost Proposal Requirements (54 points)

7.1 Cost

The evaluation of the Cost Proposal has been designed by the Department to award the most points to the vendor who best meets the legislative direction to select a contractor primarily based on the lowest rate charged to both the offender and the person paying for the telephone call and the lowest commission rates paid to the Department, while providing sufficient revenues for the activities funded from the Institutional Welfare Betterment Account. The Cost Proposal Score awards a maximum of 54 points and is comprised of four sub scores: lowest collect call cost to offenders and the persons paying for the calls, lowest alternative call cost to offenders and the persons paying for the calls, the lowest total cost of collect calls and calls under the proposed alternative calling plan, and the lowest commission rate paid to the Department. The maximum total is made up of a maximum of 28 points for the lowest collect call cost to the offender and the persons paying for the call, a maximum of 12 points for the lowest alternative call cost to the offender and the person paying for the call, a maximum of 10 points for the lowest total cost of collect calls and calls under the proposed alternative calling plan, and a maximum of 4 points for the lowest commission rate paid to the Department.

7.1.1 Cost Proposal Requirements

The vendor's response to this RFP must identify a rate or rates for local, interLata, intraLata, interstate, and international offender calls. The rates may not be increased during the initial term of the contract. Rates must be proposed for collect calls and one alternative calling plan such as prepaid or debit and may be per minute, flat rate, a combination (hybrid) of flat rate and per minute rate or such other rate plan as the vendor may propose. Evaluation of costs uses twenty-minute call duration. The Cost Proposal will be submitted as a separately bound document. The alternative-calling plan proposed should not create higher costs to offender families for interLata or intraLata calls upon an offender's transfer among state correctional facilities.

➔ FSH Response:

FSH is pleased to respond to these requirements which will contain details to support our position. We understand and will comply with the requirements set forth in this section.

We value and respect the partnership required to ensure that the State, as well as the inmates and the called parties, thoroughly understand the cost parameters of our proposal. Many, many factors are considered when developing a fair and equitable call rate plan and commission offering. Factors such as the scope of the project, the facility(s) location, specific equipment requirements, etc. are evaluated in an effort to identify any and all areas of expense reduction – without effecting the high performance standards and feature requirements – in order to meet or exceed the State's expectations in the Cost Proposal section.

COST PROPOSAL**7.1.1.1 Commission (MR)**

The vendor must guarantee a commission of 5.1 million dollars for the initial calendar year of the contract. The initial calendar year guaranteed commission payment will be prorated to reflect the actual start date of the contract. The guaranteed commission for each subsequent calendar year will be adjusted on January 1st of each year based on the fiscal year U.S. Implicit Price Deflator (IPD) published in the June volume of the Washington Economic and Revenue Forecast. The Department will provide this rate of adjustment to the vendor no later than August 1st of each calendar year.

No additional points will be awarded to vendors proposing to guarantee more than the required guaranteed commission amount stated above.

→ FSH Response:

FSH guarantees the State the commission as required in the amount of 5.1 million dollars. We understand that there may be an annual adjustment as informed by the State by August 1st of each calendar year.

7.1.1.2 Phone Rates Bid by Call Type

Vendor must indicate the proposed rates for the initial term of the contract for all types of calls in a table/chart as shown in Exhibit E. Phone rates may not be increased for the initial term of the contract.

Adjustments in phone rates will be considered by the Department after initial term of the contract on a pass through basis only. By September 1, 2007 and each year thereafter the vendor will provide written notice of any phone rate increase requested and will provide sufficient documentation to justify the requested increase. Increases shall not exceed the rate of adjustment to the guaranteed commission under Section 7.1.1.1 above. Acceptance will be at the discretion of the Secretary and shall not produce a higher profit margin than that established on the original contract pricing. Approved price adjustments shall be implemented no sooner than January 1st of the following calendar year and remain unchanged during that calendar year.

→ FSH Response:

FSH is pleased to propose the following rates for all call types made via Collect, Debit or Pre-Pay payment methods. We understand that there will be no adjustment in phone rates without the explicit consent of the State. Further, we understand the method with which such proposed rate adjustments must undergo prior to any approval.

FSH is extremely sensitive to the call cost impact to the inmates and their called parties, and we will provide all the necessary material to communicate the call rates and call payment options to all parties. We strongly encourage the dissemination of this material in English and Spanish, available at every possible juncture where the inmate and/or their loved one may review and keep for reference. In addition, we advise that this same material be made available via the State's website. Communication is the key to insuring the understanding of the rate structure and will certainly reduce, if not eliminate, the time consuming process of answering questions.

COST PROPOSAL

Exhibit E

Vendor Cost Proposal From:

Vendor: **FSH Communications, LLC**

Vendor Proposed Rates

Commission Rate: 51%

Type of Call	Surcharge	Per Minute Rate	Flat Rate	Total 20 Minute Call Cost	Family Costs
Collect					
Local	\$ -	\$ -	\$ 3.50	\$ 3.50	\$ 1,418,968.95
intraLata	\$ -	\$ -	\$ 3.50	\$ 3.50	\$ 2,580,447.80
interLata	\$ -	\$ -	\$ 3.50	\$ 3.50	\$ 985,328.75
Interstate	\$ 4.95	\$ 0.89	\$ -	\$ -	\$ 4,984,745.50
International	.PREPAID / DEBIT ONLY				
PrePaid / Debit					
Local	\$ -	\$ -	\$ 3.15	\$ 3.15	\$ 547,316.60
intraLata	\$ -	\$ -	\$ 3.15	\$ 3.15	\$ 995,315.58
interLata	\$ -	\$ -	\$ 3.15	\$ 3.15	\$ 380,055.38
Interstate	\$ 4.95	\$ 0.89	\$ -	\$ -	\$ 1,922,687.55
International*	\$ -	\$ 1.25	\$ -	\$ -	

* Average per minute rate - see attached rate sheet for details.

Local, intraLata, interLata Calling	\$ 6,907,433.05
Total Family Costs	

Call Data (total calls - 2003 data)	70% Collect	30% Prepaid / Debit
Local Calls	579,171	173,751
intraLata Calls	1,053,244	315,973
interLata Calls	402,175	120,653

COST PROPOSALINTERNATIONAL RATES - DEBIT ONLY

Country Code	Country	Per Min. Rate
01193	Afghanistan	\$5.01
011355	Albania	\$2.28
011213	Algeria	\$1.79
011684	American Samoa	\$2.39
011376	Andorra	\$1.31
011244	Angola	\$2.93
264	Anguilla	\$1.86
011672	Antarctica	\$4.81
268	Antigua (Barbuda)	\$1.36
01154	Argentina	\$1.44
011374	Armenia	\$2.66
011297	Aruba	\$1.31
01161	Australia	\$0.77
01143	Austria	\$1.43
011994	Azerbaijan	\$2.12
242	Bahamas	\$0.76
011973	Bahrain	\$2.22
011880	Bangladesh	\$3.20
246	Barbados	\$1.65
01132	Belgium	\$1.04
011501	Belize	\$1.94
011229	Benin	\$2.28
441	Bermuda	\$1.08
011975	Bhutan	\$5.07
011591	Bolivia	\$1.87
011387	Bosnia-Herzegovina	\$1.94
011267	Botswana	\$2.28
01155	Brazil	\$1.26
284	British Virgin Islands	\$1.29
011359	Bulgaria	\$1.55
011226	Burkina Faso	\$2.93
011257	Burundi	\$5.64
011855	Cambodia	\$4.99
011237	Cameroon	\$2.49
1	Canada	\$0.44
011972	Israel	\$1.73
01139	Italy	\$1.06
876	Jamaica	\$2.16
01181	Japan	\$0.78
01182	Korea, South	\$1.26
011856	Laos	\$5.16
011371	Latvia	\$2.12
011961	Lebanon	\$2.39

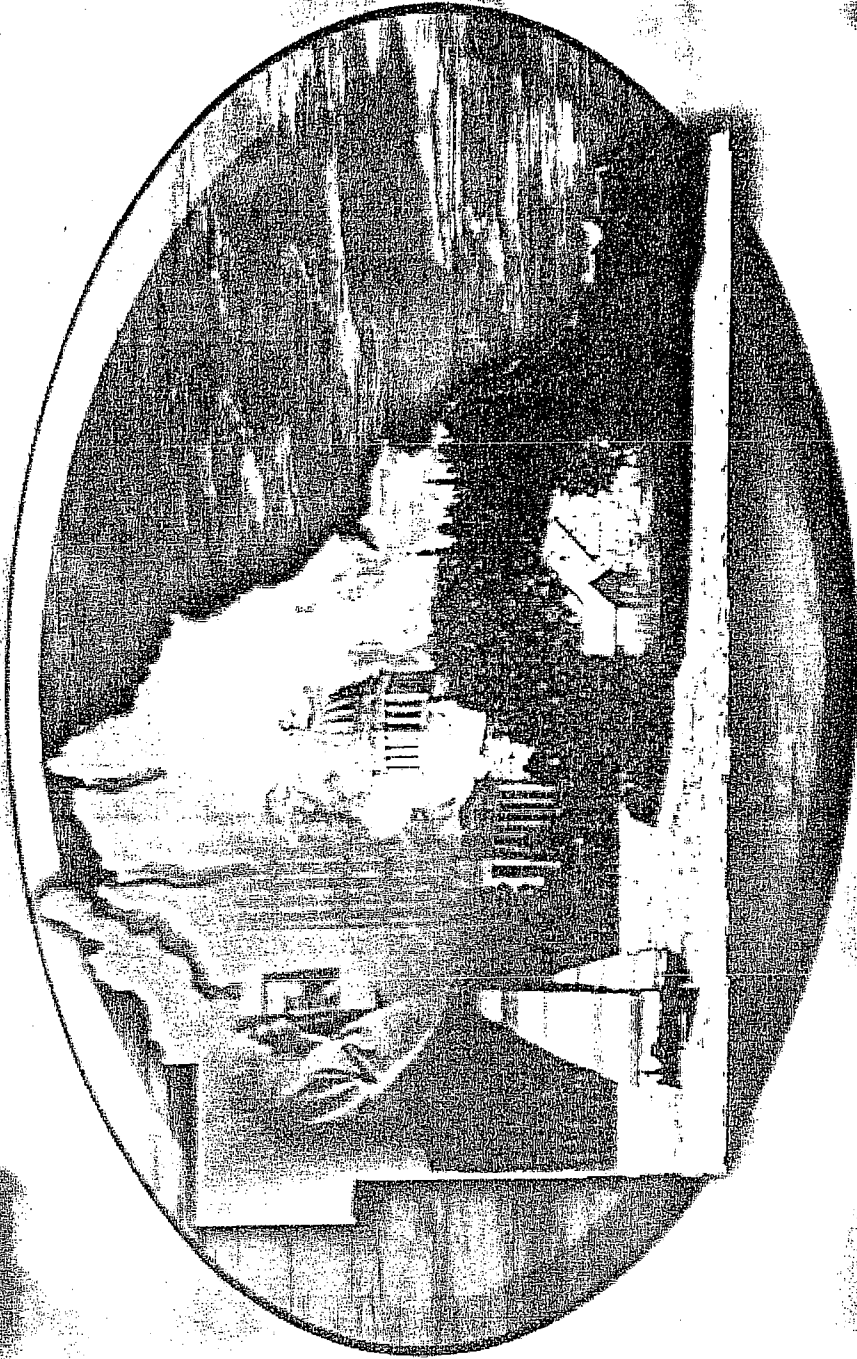
Country Code	Country	Per Min. Rate
011238	Cape Verde Island	\$2.66
345	Cayman Islands	\$1.14
011236	Central African Republic	\$4.00
011235	Chad Republic	\$4.81
01156	Chile	\$1.11
01186	China	\$2.51
01157	Colombia	\$1.72
011506	Costa Rica	\$1.60
011385	Croatia	\$1.94
01153	Cuba	\$2.37
01145	Denmark	\$1.05
767	Dominica	\$1.21
809	Dominican Republic	\$1.01
011593	Ecuador	\$2.02
01120	Egypt	\$2.25
011503	El Salvador	\$1.57
011358	Finland	\$1.06
01133	France	\$0.64
011241	Gabon	\$2.25
011220	Gambia	\$2.00
01149	Germany	\$0.66
011233	Ghana	\$1.78
01130	Greece	\$1.39
473	Grenada	\$1.64
011502	Guatemala	\$1.49
011592	Guyana	\$2.59
011509	Haiti	\$2.06
011504	Honduras	\$2.02
011852	Hong Kong	\$1.41
01136	Hungary	\$1.23
01191	India	\$2.49
01162	Indonesia	\$1.85
01198	Iran	\$3.00
011964	Iraq	\$4.08
011353	Ireland	\$0.94
01165	Singapore	\$1.25
011421	Slovakia	\$1.58
011386	Slovenia, Republic of	\$1.94
011252	Somalia	\$7.05
01127	South Africa	\$1.55
01134	Spain	\$1.28
869	St. Kitts	\$1.37
758	St. Lucia	\$1.62

COST PROPOSAL

Country Code	Country	Per Min. Rate
011231	Liberia	\$1.80
011370	Lithuania	\$2.50
011160	Malaysia	\$1.37
011152	Mexico - Rate Zones 1-3*	\$0.70
011152	Mexico - Rate Zones 4-8*	\$1.22
0113393	Monaco	\$0.64
664	Montserrat	\$1.89
011212	Morocco	\$2.20
011599	Netherland Antilles	\$1.48
01131	Netherlands	\$0.61
01164	New Zealand	\$2.46
011505	Nicaragua	\$1.65
011234	Nigeria	\$2.77
01147	Norway	\$0.75
01192	Pakistan	\$2.77
011507	Panama	\$1.71
011595	Paraguay	\$2.08
01151	Peru	\$1.76
01163	Philippines	\$1.59
01148	Poland	\$1.32
011351	Portugal	\$1.43
787	Puerto Rico	\$0.65
01140	Romania	\$1.96
0117	Russia	\$2.11
011250	Rwanda	\$3.20
011966	Saudi Arabia	\$2.79
011221	Senegal	\$3.32

Country Code	Country	Per Min. Rate
011508	St. Pierre & Miquelon	\$1.29
784	St. Vincent & Grenadines	\$1.82
011249	Sudan	\$4.26
01146	Sweden	\$0.61
01141	Switzerland	\$0.66
011963	Syria	\$2.93
011886	Taiwan	\$1.41
01166	Thailand	\$1.94
868	Trinidad & Tobago Islands	\$1.80
01190	Turkey	\$1.59
649	Turks & Caicos	\$1.63
340	U.S. Virgin Islands	\$0.95
011256	Uganda	\$2.12
011380	Ukraine	\$2.39
011971	United Emirate	\$1.53
01144	United Kingdom	\$0.51
011598	Uruguay	\$2.05
01158	Venezuela	\$1.34
01184	Vietnam	\$3.24
011967	Yemen	\$1.85
011381	Yugoslavia	\$1.98
011243	Zaire	\$2.12
011263	Zimbabwe	\$1.85

FSH Communications





This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and FSH Communications, LLC, hereinafter referred to as the Contractor, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Contractor.

WHEREAS the purpose of this contract amendment is to modify the initial term of the Contract, address the expansion of the Coyote Ridge Corrections Center, and to memorialize the Department's decision to implement Personal Access Number (PAN) List for offenders;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

1. PART IV. – TERM, is amended in part as follows:

The initial term of this Contract is from the Agreement's execution date through (~~December 31, 2009~~) December 31, 2010 ("Initial Term").

2. The following language is added to the Scope of Work:

Implementation of Personal Access Numbers:

The Department and Contractor will implement PAN for offenders on a trial basis at the Airway Heights Corrections Center beginning April 15, 2009, and continue for 60 consecutive days during which the Department and the Contractor will meet weekly to review process success. The Department and the Contractor have agreed to the following to implement PAN:

- During the first two weeks of the trial period offenders will use the normal call process to automatically populate their individual PAN of up to 25 telephone numbers;
- Adds / Changes / Deletions - Offenders will call the Contractor at a designated, special number (set up as a speed dial) to request changes to their PAN list. The following parameters will apply:
- Changes/additions/deletions to PAN list once every 30 days only; Five numbers per month allowed for changes/additions; Any number of deletions are allowed monthly. The Department will establish a practice for lost PAN lists and designate person(s) to supply to offenders internally;
- Authorized personnel will have access to offender PAN lists which may be printed from the System.
- If approved by the Department for statewide implementation the Department will establish procedures for establishing PAN lists for new offenders entering the system at the Washington Corrections Center.
- If the Department authorizes going forward after the trial period the Contractor will turn up the rest of the sites by approximately June 8, 2009.

Implementation of Friends and Family Debit:

The Department and the Contractor agree to implement Friends and Family Debit – also known as V-Direct by August 2009. V-Direct enables adding funds directly to an offender's personal phone account allowing the offender to place calls to anyone anywhere on his/her PAN that may not qualify for traditional collect billing (such as cell phones, VoIP phones, and international calls) and in the case of in-state calling a discount price. There shall be charge to initially set up the personal phone account. The Department and the Contractor agree that this debit account will be used by the Contractor to deposit funds each year in each offender's V-Direct account equal to the cost of one 20-minute in state call, currently \$3.15 (plus tax).

Coyote Ridge Corrections Center:

The Department and the Contractor will work cooperatively to add additional offender phones and associated equipment to accommodate the planned increase in offender population at the Coyote Ridge Corrections Center. The Contractor will use its best efforts to match increasing offender population with phone service capacity.

Additions to the text of Contract No. CDOC6840 are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this amendment is the date of last signature.

THIS CONTRACT AMENDMENT, consisting of two (2) pages and no attachments is executed by the persons signing below who warrant that they have the authority to execute the contract.

FSH COMMUNICATIONS, LLC

DEPARTMENT OF CORRECTIONS



(Signature)



(Signature)

Steven Loggans

(Printed Name)

Gary Banning

(Printed Name)

Vice President/General Manager

(Title)

Contracts Administrator

(Title)

April 6, 2009

(Date)

4/13/09

(Date)

Approved as to Form:

This contract amendment format was approved by the Office of the Attorney General, on April 14, 1998. Approval on file.



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as "Department" or "DOC", FSH Communications, LLC, a Limited Liability Company "FSH", and Value Added Communications, Inc., a Delaware Corporation with its principal offices at 1601 N. Collins Blvd., Richardson, Texas, hereinafter referred to as the "VAC" or "Contractor", for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and FSH Communications, LLC, hereinafter referred to as "FSH".

WHEREAS the purpose of this contract amendment is to recognize the transfer and acquisition of certain of FSH's inmate telephone business assets and obligations from FSH to VAC; provide Department consent of the assignment and assumption of this contract, and to make such other modifications to this contract as made necessary by such assignment;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department, FSH, and VAC agree as follows:

1. PART V. - PART REPRESENTATIONS AND WARRANTIES, is amended in part to read as follows:

PART V. - PARTY REPRESENTATIONS AND WARRANTIES

Section 5.01 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor makes the following representations and warranties for the benefit of DOC:

(a)(1) FSH is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the corporate power to carry on its business as it is now being conducted mid currently proposed to be conducted. FSH is qualified as a foreign corporation to do business, and is in good standing, in the State of Washington. FSH is fully licensed and registered with the Washington Utilities and Transportation Commission to provide the Services. FSH's registered agent for service of process in the State of Washington is Corporation Service Company.

(a)(2) VAC is a for profit corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the corporate power to carry on its business as it is now being conducted mid currently proposed to be conducted.

VAC is qualified as a foreign corporation to do business, and is in good standing, in the State of Washington. VAC is fully licensed and registered with the Washington Utilities and Transportation Commission to provide the Services. VAC's registered agent for service of process in the State of Washington is Corporation Service Company.

2. The Assignment and Assumption Agreement contemporaneously executed by FSH, VAC, and DOC is attached hereto as Appendix 7 to this contract and made a part hereof. DOC'S consent and approval of said agreement shall not affect application of the requirements of Section 11.05, Assignment, to future assignments. Neither shall such consent and approval be interpreted in any way that increases the obligations of DOC or waives any defense or right of DOC regarding this Contract. DOC releases FSH from its obligations, including those under Part VIII (Remedies), Part IX (indemnity, Liabilities and responsibilities) and Part XI (Miscellaneous), assumed by VAC pursuant to the Assignment and Assumption Agreement and this Amendment only to the extent that VAC has committed to fulfill those obligations.
3. APPENDIX 6.01.2 Key Personnel is amended to read as follows:

KEY PERSONNEL (effective until the effective date of this amendment)
FSH Communications

Name	Title
Dana Alixander	Director – Sales
James Brandt	Director – Infrastructure
Greg Button	Director – Customer Service
Bob Dubay	Director – Corrections Products
Ken Jackson	Director – Operations
Shellie Luallin	Director – Information Technology
Christy Bailey	Operations Manager – Washington
Tom Deja	Operations Manager – SW WA/Oregon
Joanna Howard	Account Executive – Washington
Denitric Jenkins	Customer Account Consultant
Deb Walker	Manager – Corrections Services/Repair

KEY PERSONNEL (effective beginning on the effective date of this amendment)
Value-Added Communications

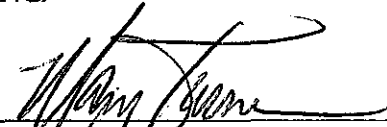
Name	Title
Joanna Howard	Account Executive
Brian Galke	Director – Customer Care
Gamal Mohed	Director – Technical Assistance Center
Steve Hodge	Chief Technical Officer
Mark Turner	President/COO

4. Except for paragraph #1 of this Amendment, "Contractor" or "FSH", as used in this contract, shall mean FSH Communications, LLC from the Agreement's execution date through the effective date of this Amendment and shall mean Value-Added Communications, Inc. from such date forward.

All other terms and conditions remain in full force and effect. The effective date of this amendment is the date of last signature.

THIS CONTRACT AMENDMENT, consisting of three (3) pages and one (1) attachment is executed by the persons signing below who warrant that they have the authority to execute the contract amendment.

VALUE-ADDED COMMUNICATIONS,
INC.




(Signature)
Mark Turner

(Printed Name)
President/CEO

(Title)
8/4/09

(Date)

FSH COMMUNICATIONS, LLC.




(Signature)
Steven Loggans

(Printed Name)
Vice-President/General Manager

(Title)
JULY 27, 2007

(Date)

DEPARTMENT OF CORRECTIONS



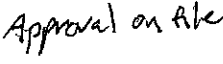
(Signature)
Gary Banning

(Printed Name)
Contracts Administrator

(Title)
8/26/09

(Date)

APPROVED AS TO FORM



(Signature)
Pete Berney

(Printed Name)
Assist Attorney General

(Title)

(Date)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of April 26, 2009 (the "Effective Date") by and between FSH Communications, LLC, a Delaware limited liability company ("FSH" or "Assignor"), Value Added Communications, Inc. (hereinafter "Assignee") and State of Washington ("State"). Assignor, Assignee and State are sometimes collectively referred to herein as the "Parties".

WHEREAS, on or about 4/17/2006, FSH and State entered into that certain Inmate Telephone Service Agreement, as amended (the "Inmate Agreement").

WHEREAS, subsequent to entering into the Inmate Agreement, Assignor and Assignee entered into certain agreements whereby Assignor agreed to transfer and Assignee agreed to acquire certain of Assignor's inmate telephone business assets and obligations.

WHEREAS, Assignor desires to assign all of its interest, rights and obligations under the Inmate Agreement to Assignee, and Assignee desires to accept assignment of Assignor's interest, rights and obligations under the Inmate Agreement.

WHEREAS, the Parties desire to document the formal Assignment of the Inmate Agreement and State's consent to the Assignment.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective as of the Effective Date and subject to the terms and conditions hereof, the Assignor transfers, assigns and sets over to the Assignee all of the Assignor's interest in the Inmate Agreement and Assignee assumes all of Assignor's interest in the Inmate Agreement. Notwithstanding anything in the Inmate Agreement to the contrary, this Assignment and State's consent to this Assignment shall release Assignor from any and all obligations of Assignor under the Inmate Agreement.
2. Subject to the terms and conditions hereof, Assignee hereby accepts this Assignment and the assignment of Assignor's interest in the Inmate Agreement. Assignee hereby agrees to perform all obligations of Assignor under the Inmate Agreement and to hold harmless, protect and indemnify Assignor against any and all claims, causes of action, loss, costs, liabilities and expenses related to Assignee's performance or non-performance under the Inmate Agreement.
3. State hereby consents to the assignment of the Inmate Agreement to the Assignee in accordance with the terms and conditions of this Assignment, and joins in this Assignment for the purpose of acknowledging its consent and approval thereto.
4. This Assignment may be executed via facsimile and in several counterparts and all so executed shall constitute one agreement binding on all Parties hereto.

5. This Assignment shall be construed in accordance with laws of the State of Washington, without regard to conflicts of law rules, and the parties irrevocably consent to the personal jurisdiction of the courts of State of Washington and irrevocably waive any objections to personal jurisdiction or venue in State of Washington. The federal and state courts of Washington shall have exclusive jurisdiction over any disputes arising out of this Assignment or the Inmate Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed the Assignment as of the dates set forth below.

"Assignor"

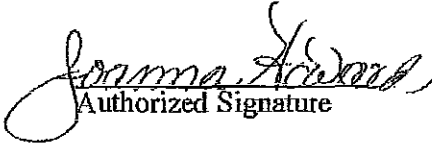
"Assignee"

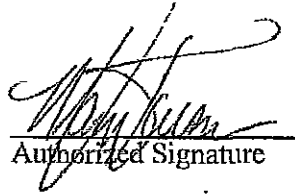
AGREED AND
CONSENTED TO BY:
"State"

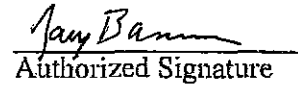
FSH Communications, LLC
100 W. Monroe St.
Suite 2101
Chicago, Illinois 60603

Value Added
Communications, Inc.

State of Washington


Authorized Signature


Authorized Signature


Authorized Signature

JOANNA HOWARD, AMT EXEC
Print Name and Title

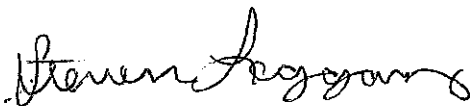
MARK TURNER - PRES.
Print Name and Title

Gary Baum, Contracts Administrator
Print Name and Title

5-19-09
Date

5/19/9
Date

8/26/09
Date



STEVEN LOGGANS
VICE PRESIDENT
JULY 27, 2009

VAC

May 25, 2011

Attn: Contracts and Legal Affairs
State of Washington Dept. of Corrections
P. O. Box 41114
Olympia, Washington 98504-1114

Subject: REQUEST FOR CONSENT

We are pleased to advise you that Global Tel*Link Corporation ("GTEL") has agreed to acquire VAC Holding Inc. ("Holdings"), the parent of Value-Added Communications ("VAC"), in a stock transaction (the "Transaction"). Through the Transaction, GTEL and VAC plan to combine their resources to build an extraordinary company with the widest range of products and services available in the corrections telecommunications industry. The Transaction is subject to customary closing conditions and is expected to close in the next 1 to 2 months.

We are hereby requesting your consent to the Transaction for purposes of the contract(s) listed on Annex A hereto (the "Scheduled Contract(s)") and your waiver of any violation or breach of, or default under, the Scheduled Contract(s), arising as a result of, or in connection with, the Transaction. As part of your consent and waiver, you confirm that (i) the Scheduled Contract(s) are in full force and effect, (ii) the Scheduled Contract(s) have not been modified or emended other than as identified in Annex A hereto, and (iii) VAC is not in violation or breach of, or in default under, the Scheduled Contract(s). Your consent hereunder is conditioned on and will only become effective upon the closing of the Transaction.

This letter is intended to be a legally binding agreement among the parties hereto and shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles thereof.

**3801 East Plano Parkway, Suite 100
Plano, Texas 75074**

DOC CONTRACT No. CDOC 10840

VAC

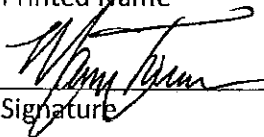


Please indicate your consent and waiver by signing two copies of this letter, retaining one for your files and returning the other to us at your earliest convenience. We greatly appreciate your prompt attention to this matter and look forward to continuing the relationship that VAC has developed with you. Please do not hesitate to call 972.535.3363 if you have any questions.

Sincerely,

VALUE-ADDED COMMUNICATIONS, INC.

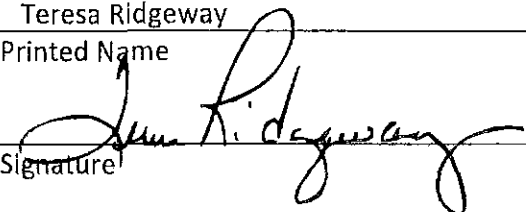
Mark Turner
Printed Name


Signature

President and COO
Title

GLOBAL TEL*LINK CORPORATION

Teresa Ridgeway
Printed Name

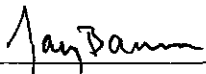

Signature

Senior Vice President, Administration
Title

ACKNOWLEDGED AND AGREED:

STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS

Gary Banning
Printed Name


Signature

Contracts Administrator
Title

7/8/2011
Date

VAC



ANNEX A

Scheduled Contract(s)

- 1) State of Washington Department of Corrections Contract No. CDOC6840
- 2) State of Washington Department of Corrections Contract No. CDOC6840 Amendment No. 1
- 3) State of Washington Department of Corrections Contract No. CDOC6840 Amendment No. 2
- 4) Assignment and Assumption Agreement signed by the State of Washington on August 26, 2009