



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 4

CONTRACT # AR500

Original Starting Date: 08/01/08

Expiration Date : 07/31/13

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

GLOBAL TELLINK
(Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date:

Effective Date of Amendment:

Potential Renewal Options Remaining:

The contract is amended to:

The fee period effective July 1, 11.

REPORTS AND FEES: The Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for an amount equal to 1% of the net sales (net of any returns, credits, or adjustments) under this Contract for the period. If this fee is being added during a Contract renewal, the Contractors pricing to the State may be adjusted to offset for the equivalent fee amount. Payment(s) shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address salesreports@utah.gov.

Please provide the following contact information.

	Name	Phone Number	Email Address
General Contact	Dale Cherrington	801-969-6399	dale.cherrington@vaci.com
Sales Contact	Dale Cherrington	801-969-6399	dale.cherrington@vaci.com
Quarterly Report Contact	Dale Cherrington	801-969-6399	dale.cherrington@vaci.com

All other terms and conditions in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Mark Turner
Contractor's Signature

6/29/2011
Date

Kent O Beers
Kent Beers, Director
State of Utah Division of Purchasing

6/29/11
Date

MARK TURNER

Contractor's Name (Print)

PRESIDENT / COO

Title (Print)

Purchasing Agent	Phone #	e-mail	Fax #
Debbie Gundersen	(801) 538-3150	dgundersen@utah.gov	(801) 538-3882

10/27/2008



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 3

CONTRACT # AR500

Original Starting Date: 08/01/08

Expiration Date : 07/31/11

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

Global TelLink

(Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: 07/31/13

Effective Date of Amendment:

08/01/11

Potential Renewal Options Remaining:

One 1-yr

The contract is amended to:

GTL will pay Space Provider compensation for Inmate Telephone Service based upon 55% commission rate for all correctional facilities served by premise-based or off premise based communication systems on revenue for completed local, intraLATA and interLATA collect, debit, prepaid and or advance pay calls as billed by GTL's underlying telecommunications providers, exclusive of calls where no billing and collection agreements exist.

The Utah Department of Corrections halfway houses that do not have premise based communications systems and have coin payphone systems in place will receive a 45% commission rate for all completed local, intraLata and interLATA calls.

GTL will provide Electronic Message Exchange (EME) if requested to the State of Utah along with the printer, associated DSL connection and all maintenance at no cost to the State. The State will be responsible for paper. GTL will perform all necessary training upon installation and perform periodic refresher training for State staff.

The cost per message will be set at \$0.50. The State will be paid a commission of 20% or \$0.10 per message. This \$0.10 per message applies to both incoming and outgoing correspondence. The commission will be paid monthly by GTL to the State.

As a statewide contract, other Utah governmental correctional entities, e.g., cities and counties can acquire service via this contract.

Please provide the following contact information.

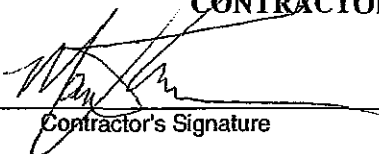
	Name	Phone Number	Email Address
General Contact	Dale Cherrington	801-969-6399	dale.cherrington@vaci.com
Sales Contact	Dale Cherrington	801-969-6399	dale.cherrington@vaci.com
Quarterly Report Contact	Dale Cherrington	801-969-6399	dale.cherrington@vaci.com

All other terms and conditions in the original contract remain the same.

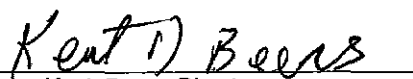
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH


Contractor's Signature

6/27/11
Date


Kent Beers, Director
State of Utah Division of Purchasing

6/30/11
Date

MARK TURNER

Contractor's Name (Print)

PRESIDENT/COO

Title (Print)

Purchasing Agent

Debbie Gundersen

Phone #

(801) 538-3150

e-mail

dgundersen@utah.gov

Fax #

(801) 538-3882

10/27/2008



Revision number: 2

Purchasing Agent: DEBBIE GUNDERSEN

Phone: (801) 538-3150

Email: dgundersen@utah.gov**Item: TELECOMMUNICATIONS - INMATE TELEPHONE SYSTEMS**

Vendor: VC0000139018 Value-Added Communications, Inc.
3801 East Plano Pkwy., Suite 100
Plano, TX 75074

Internet Homepage: <http://www.vaci.com>

Telephone: (801) 969-6399

Fax number: (801) 963-2308

Contact: Dale S. Cherrington

Email address: dale.cherrington@vaci.com

Brand/trade name:

Price:

Terms: Net 30

Effective dates: 08/01/2008 through 07/31/2011

Renewal options: 1 Two(2) year renewal options followed by 1 One(1) year renewal option

Days required for delivery: As Required

Price guarantee period:

Minimum order: 1

Min shipment without charges:

Other conditions:

Note: Add 4:3.1 part II Description

Remit To: VC0000139018 Value-Added Communications, Inc.
2608 Terah Maria Drive
Taylorsville, UT 84118

VAC will pay Space Provider compensation for Inmate Telephone Service based upon 55% commission rate for large correctional facilities (≥ 500 inmates) served by premise-based communication systems, a 45% commission rate for small correctional facilities (< 500 inmates) of revenue for completed local, intraLATA and interLATA collect, debit, prepaid and or advance pay calls as billed by VAC's underlying telecommunications providers, exclusive of calls where no billing and collection agreements exist.

VAC will provide the printer, associated DSL connection and all maintenance at no cost to the State. The State will be responsible for paper. VAC will perform all necessary training upon installation and perform periodic refresher training for State staff.

The cost per message will be set at \$0.50. The State will be paid a commission of 20% or \$0.10 per message. This \$0.10 per message applies to both incoming and outgoing correspondence. The commission will be paid monthly by VAC to the State.

As a statewide contract, other Utah governmental correctional entities, e.g., cities and counties can acquire service via this contract.



STATE OF UTAH CONTRACT NUMBER: **AR500**

November 12, 2009

FINET COMMODITY CODE(S):

72556000000-TELEPHONE SYSTEMS (2-60 STATIONS), ELECTRONIC KEY AND 1A2

72557000000-TELEPHONE SYSTEMS (OVER 60 STATIONS)

91577000000-TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (INCLUDING TELEX AND
WATTS SERVICES)

98577000000-TELEPHONE SYSTEMS AND PORTABLE PHONES (INCLUDING PAGERS)

00000000000 – Generic Commodity Code

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Assignment”) is made as of _____ (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 Utah** (“State”). Assignor, Assignee and State are sometimes collectively referred to herein as the “Parties”.

WHEREAS, on or about _____, 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 Utah, without regard to conflicts of law rules, and the parties irrevocably consent to the personal jurisdiction of the courts of State of Utah and irrevocably waive any objections to personal jurisdiction or venue in State of Utah. The federal and state courts of Utah 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"

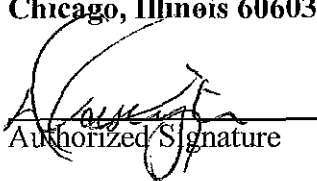
"Assignee"

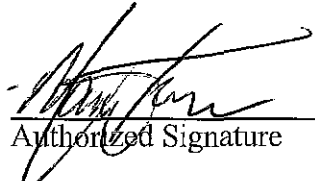
AGREED AND
CONSENTED TO BY:
"State"

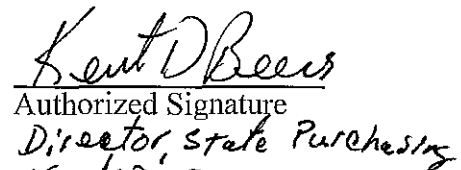
FSH Communications, LLC
100 W. Monroc St.
Suite 2101
Chicago, Illinois 60603

**Value Added
Communnications, Inc.**

State of Utah


Authorized Signature


Authorized Signature


Authorized Signature
Director, State Purchasing

DALE S. CUNNINGHAM
Print Name and Title
ACCOUNT EXECUTIVE

MARK TURNER/PRES
Print Name and Title

Kent D Beers
Print Name and Title

5/14/2009
Date

5/14/09
Date

5/14/09
Date

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR-500

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, and the following CONTRACTOR:

FSH Communications LLC
Name
100 W Monroe Street, Suite 2101
Address
Chicago Illinois 60603
City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Dale Cherrington Phone #801-969-6399 Fax # 801-963-2308 Email
dale.cherrington@fshcommunications.com
Federal Tax ID# 20-0869547 Vendor #119320A Commodity Code #72556,72557,91577 & 98577

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Provide Inmate Communications Systems/Service for the State of Utah
3. CONTRACT PERIOD: Effective date: 8/1/08 Termination date: 7/31/11 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): 1 - (2) two year renewal option followed by 1-(1) one year renewal option.
4. PRICING AS PER THE ATTACHMENT
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: As Required.
MINIMUM ORDER: One
FREIGHT TERMS: FOB Delivered
5. ATTACHMENT A: Standard Contract Terms and Conditions, State Cooperative Contract
ATTACHMENT B: Scope of Work
ATTACHMENT C: FSH Inmate Telephone Service Agreement
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #DG8013 and BAFO #5 dated 4/29/2008.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Steven Loggans 7/31/08
Contractor's Signature Date

STATE OF UTAH

Douglas G. Richins
Date
Director, Div. of Purchasing & General Svs.

Steven L. Loggans VP General Manager
Type or Print Name and Title



ATTACHMENT C
FSH SERVICE AGREEMENT



INMATE TELEPHONE SERVICE AGREEMENT

This Agreement is made and entered into by and between FSH Communications, LLC ("FSH"), a Delaware corporation, and the State of Utah, Division of Purchasing and General Services ("Space Provider" or "State") with a principal place of business at 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114-1061, for the provision of pay telephones and/or inmate telephone service (Telephones) and ancillary inmate communications (equipment) as defined herein ("Agreement"). For purposes of clarity, both pay telephones for inmates and other inmate telephones will be referred to as "Telephones" in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the parties agree as follows:

1. **TERM.** This Agreement is effective on July 1, 2008 ("Effective Date"), and shall continue in effect for a period of three (3) years ("Initial Term") from the Effective Date. Upon completion of the Initial Term, this Agreement may be renewed for one two-year (2) renewal followed by a one (1) year renewal under the same terms and conditions by processing an Amendment to Contract AR-500 for a total of six (6) years.

2. SCOPE OF AGREEMENT

2.1. In consideration of compensation provided herein, Space Provider grants to FSH exclusive right to install and maintain Telephones for all Utah Department of Corrections (UDC) correctional facilities within its building or on its private property ("Location") during the term of this Agreement. Also, FSH will install and maintain Telephones for additional State of Utah agencies and for State of Utah political subdivision, at the sole option of these State entities. FSH will charge the rates for telephone services that were listed in FSH's response to RFP #DG8013. This Agreement applies to all Telephone(s) currently installed ("existing") and to all future installations ("new").

2.2. This Agreement includes all other premises, whether now existing (if a competing provider has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Space Provider within FSH's service areas. Space Provider will advise FSH in writing, of newly opened, acquired, or available premises, promptly, so FSH can evaluate installation of its Telephones at these premises.

2.3 In consideration of the compensation paid to Space Provider under this Agreement, Space Provider expressly waives carrier selection rights, where applicable, and FSH expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Space Provider locations.

3. RESPONSIBILITY OF FSH

FSH agrees to:

- 3.1. Install Telephones at locations mutually agreed upon by both parties.
- 3.2. Jointly determine with Space Provider the appropriate number of Telephones to be installed at each location.
- 3.3. Service and repair Telephones provided by FSH, at FSH's expense, except as otherwise agreed upon herein.
- 3.4. Comply with the Americans with Disabilities Act (ADA) as it relates to the FSH -provided equipment.

4. RESPONSIBILITY OF SPACE PROVIDER

Space Provider agrees to:

- 4.1. Provide adequate space for Telephones and easy accessibility for use during the normal operating hours of Space Provider. In the event Space Provider is not the owner of the premises, Space Provider shall, where necessary,



obtain permission from the building owner or owner's agent for the placement of FSH's Telephones, and shall be responsible for any fees for use of required riser cable and electric power.

4.2. Maintain the area around the Telephones and ensure safe and ready access to the users of the Telephones and to FSH.

4.3. Allow FSH access to perform maintenance during the established hours of accessibility jointly agreed to by Space Provider and FSH, except when access must be denied to ensure the safety of FSH service personnel and/or to maintain institutional control.

4.4. Space Provider agrees to allow FSH access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Space Provider, unless otherwise negotiated with FSH. Light fiber is not defined as house cable or inside wire. Any expense incurred as a result of the expected use of light fiber will be at the sole expense of the Space Provider unless otherwise negotiated with FSH.

4.5. Any relocation, expansion, addition, or deletion of Telephones and equipment, for reasons other than safety or as otherwise agreed to under Contract AR-500 or under RFP DG8013, resulting in extraordinary expense and expected to be paid for by FSH, must be agreed to by FSH in advance of the cost being incurred or alternatively, the cost be paid by Space Provider.

4.6. Exercise reasonable care to prevent the loss through theft and any damage to the Telephones from any source.

4.7. Space Provider may, at its option, purchase and provide enclosures at their own expense for Telephones. In the event Space Provider elects to provide enclosures, Space Provider shall be responsible for installation and maintenance of said enclosures.

4.8. Space Provider warrants that it has the authority to enter into this Inmate Telephone Service Agreement with FSH. Space Provider further warrants that the Telephones as mentioned in Schedule A, attached hereto and incorporated herein by this reference, are on property owned by the Space Provider or if Space Provider is not the owner of the premises, Space Provider has obtained permission from the building owner or owner's agent to enter into this Agreement.

5. **OWNERSHIP.** FSH is and shall remain the owner of the Telephones provided by FSH whether or not physically attached to real estate.

6. **FURTHER LOCATIONS AND TELEPHONES.** The parties may add location(s) and Telephone(s) to this Agreement. Additions may be evidenced by a written memorandum between the parties, but FSH's business office records, unless clearly erroneous, will be binding on the parties. Additions will not change the initial or any renewal terms or the expiration date of this Agreement.

7. **COMMISSION.** FSH agrees to pay Space Provider a commission in accordance with Schedule B, attached hereto and incorporated herein by this reference. Payment shall be in the form of commission checks made payable to Space Provider.

8. **REMOVAL OF TELEPHONES.** FSH may, at the approval of both parties, remove any or all Telephones, in the event that placement at Space Provider location(s) is not economically viable. If FSH removes Telephones under this paragraph, Space Provider shall not be liable for termination charges for the Telephones removed. Space Provider shall be entitled to receive any commissions earned before the FSH removal of such Telephones.

9. **TERMINATION LIABILITY.** If Telephones are removed by Space Provider, during the term of this Agreement, Space Provider shall be liable to FSH for a termination charge as set forth in Schedule C, attached hereto and incorporated herein by this reference. This provision shall not apply to the temporary removal of Telephones by Space Provider or upon Space Provider's request, for space remodeling, construction work, or for safety reasons.



10. **LIMITATION OF LIABILITY.** In the event of a service interruption caused by FSH, FSH liability shall be limited to the use of reasonable diligence under the circumstances, for restoration of service. FSH shall treat, as high priority, any/all service interruptions of eight (8) hours or more, thereby facilitating timely repair resolution. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST STATION REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, EXCEPT AS SET FORTH UNDER THE TERMINATION LIABILITY PROVISION HEREIN.

11. **EXCUSED PERFORMANCE.** Space Provider shall not be subject to Termination Liability if the cause of removal is directly related to the cessation of Space Provider's business operations. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of the elements or natural disasters, strikes, power failures, civil or military emergencies or acts of legislative, judicial or other civil authorities.

12. **DEFAULT.** If either party fails to perform its obligations under this Agreement, failure shall constitute default and, in such event, written notice shall be given to provide an opportunity to remedy such default. Should the defaulting party fail to remedy such default within 10 days from date of such notice, the non-defaulting party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Agreement in whole or in part.

13. **ADVERTISING/PUBLICITY.** Space Provider may not make any disclosure to any other person regarding FSH (and/or any of its affiliate's) marks, codes, drawings, or specifications without FSH's prior written consent, unless required by law. This Agreement will be a public information, and may be copied and distributed according to the State's public information laws (GRAMA laws).

FSH shall have the right to terminate this Agreement and any other agreements between the parties if Space Provider violates this provision.

14. **INSURANCE.** At all times during the term of this Agreement, FSH and its subcontractors shall maintain in effect the following types and amounts of Insurance:

- i. Employers' Liability Insurance - \$5,000,000 per incident and \$1,000,000 per person.
- ii. Commercial General Liability Insurance with Bodily Injury Liability and Property Damage Liability Combined Single Limit
 - \$5,000,000 per incident and
 - \$1,000,000 per person.
- iii. Commercial Automobile Liability as follows: Combined Bodily Injury and Property Damage Single Limit - \$5,000,000 combined single limit for each incident and \$1,000,000 per person.
- iv. Workers' Compensation – FSH shall comply with all Workers' Compensation requirements in the states in which FSH will provide services to Space Provider under this Agreement.

15. **INDEMNIFICATION.** It is agreed by and between the parties that it is the responsibility of Space Provider to maintain the area around the Telephones and to maintain enclosures if provided by Space Provider. Space Provider specifically agrees to defend and indemnify FSH from any claims that may result from Space Providers failure to properly maintain the area or enclosure except to the extent that such failure is due to the sole negligence or willful acts of FSH's employees or agents. FSH agrees to defend and indemnify Space Provider from any claims that result from FSH 's failure to properly maintain or service Telephones, except to the extent that such claim results from the sole negligence or willful acts of Space Provider's employees or agents.



16. **NOTICES.** Any notices or other communications to be given under this Agreement shall be sent to the following persons:

FOR SPACE PROVIDER:

State of Utah, Division of Purchasing

State Office Building, Room 3150

Salt Lake City, Utah 84114

Purchasing Officer: Debbie Gundersen

FOR FSH:

Dale Cherrington

Account Executive

2608 Terah Maria Drive

Taylorsville, UT 84118

Department of Corrections

14717 Minuteman Drive

Draper, Utah 84020

Project Manager: David Worthington

Copy to:

FSH Legal Department

100 W. Monroe, Suite 2101

Chicago, IL 60603

Attn: Michael L. Johnson, Esq.

17. **REGULATORY.** The parties acknowledge that underlying telecommunications services may be provided by regulated telecommunications providers and, where applicable, provider tariffs, catalogs and price lists may apply.

18. **LAWFULNESS OF AGREEMENT.** The parties acknowledge that this Agreement is subject to applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders governing the provision of inmate telecommunications services.

19. **NONWAIVER.** The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.

20. **GOVERNING LAW.** This Agreement shall be interpreted, construed and enforced in all aspects in accordance with the laws of the State in which the inmate telephone and public telephone service is provided.

21. **SUCCESSORS AND ASSIGNS.** This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by each party, their successors and assigns. No assignment of any right or interest in this Agreement (whether by contract, operation of law or otherwise) shall release or relieve either party of any of its obligations or liabilities under this Agreement.

22. **ASSIGNMENT.** Neither party shall assign its rights nor delegate its duties under this Agreement without the prior written consent of the other party; except, either party may assign this Agreement to a parent, subsidiary or affiliated company by providing thirty (30) days written notice to the other party.

23. **AMENDMENTS AND MODIFICATIONS.** Amendments and modifications to this Agreement, except for additions or deletions of Telephones as described above, must be in writing and signed by an authorized representative of each Party.

24. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.



25. **ENTIRE AGREEMENT.** This Agreement, including all schedules, amendments and exhibits, and the State of Utah Contract AR-500 constitutes the entire Agreement between the parties and supersedes all prior agreements and oral or written representations with respect to the subject matter hereto.

Space Provider:	FSH Communications, LLC
Signature:	Signature: <i>Steven L. Loggans</i>
Name Printed/Typed	Name Printed/Typed Steven L. Loggans
Title	Title Vice President /General Manger
Date	Date JULY 18, 2008
Federal Tax ID Number	



**SCHEDULE B
COMMISSION SCHEDULE
FOR**

State of Utah, Division of Purchasing and General Services

FSH agrees to pay Space Provider compensation for Inmate Telephone Service based upon 55% commission rate for large correctional facilities (≥ 500 inmates) served by premise-based communication systems, a 45% commission rate for small correctional facilities (< 500 inmates) of revenue for completed local, intraLATA and InterLATA collect, debit, prepaid and or advance pay calls as billed by FSH's underlying telecommunications providers, exclusive of calls where no billing and collection agreements exist.

Commission Checks are to be mailed to the following address:

State of Utah

Division of Finance Ut Sys of Higher Ed/C Bowers

2110 State Office Building

Salt Lake City, Utah 84114-1201



**SCHEDULE C
TERMINATION LIABILITY
FOR**

State of Utah, Division of Purchasing and General Services

TELEPHONE EQUIPMENT INVESTMENT: Termination liability applies to new Telephone installations only. This charge does not apply to installed Telephones that are temporarily removed for purposes of construction, for safety reasons, due to closure of a facility, or for termination when the renewal options have expired (6/30/14). In the event of removal of Telephones for reasons other than for the reasons stated above, the termination charge shall be \$318.45 (three hundred and eighteen dollars and forty-five cents) for each new inmate telephone, reduced by \$5.21__ for each month the inmate telephone is in service after the installation date. Termination charges may also apply for the unamortized associated expenses of the ancillary equipment installed on premises that are used to support the functions of the Telephones.

Net Unamortized Capital:	\$173.69 / Set
Installation Cost:	\$144.76 / Set
Removal Cost:	\$ <u> </u> N/A / Set
	\$318.45 / Set

Attachment A

Standard Contract Terms and Conditions State of Utah, State Cooperative Contract

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 6. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 7. INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 8. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9. 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 provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 10. RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.
- 11. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 12. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 13. NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services

and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. TAXES: Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid/proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid/proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments

to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF BIDS/PROPOSALS: Bids/proposals may be modified or withdrawn prior to the time set for the opening of bids/proposals. After the time set for the opening of bids/proposals, no bids/proposals may be modified or withdrawn.

27. BID/PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the offeror in bid/proposal preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid/proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future bid/proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the bid/proposal, the offeror certifies that the bid/proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

37. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

38. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

39. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

40. ENTIRE AGREEMENT: This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 28 May 2008

PERFORMANCE BOND

Bond No. S9058987

KNOW ALL MEN BY THESE PRESENTS, That we, FSH COMMUNICATIONS, LLC
100 W. Monroe Suite 2101 Chicago, IL 60603
as Principal, and the WASHINGTON INTERNATIONAL INSURANCE COMPANY
a ARIZONA corporation, as Surety, subject to the Conditions, Limitations and Exclusions of this
Performance Bond, are firmly held bound unto STATE OF UTAH, DEPT. OF PURCHASING AND
GENERAL SERVICES, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City
Utah 84114
hereinafter referred to as the Oblige, for such monetary amount as incurred by the Oblige, not to exceed
the penal sum of FIVE HUNDRED THOUSAND & NO/100 (\$ 500,000.00),
as my be required to remedy any contractual default by the Principal in the performance of that certain
written contract between Principal and Oblige dated July 1 2008 for PROVISION OF PAY TELEPHONES
& EQUIPMENT AT ALL UTAH DEPT OF CORRECTIONS (UDC) CORRECTIONAL FACILITIES
hereinafter referred to as the Contract; for the payment hereof, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally.

CONDITIONS

The obligation of this Performance Bond shall be null and void unless: (1) the above Contract is in writing, and has been fully executed by both the Principal and the Oblige; (2) the Principal is actually in default under the above Contract, and is declared by the Oblige hereafter to be in default; (3) the Oblige has performed all of the obligations of the Oblige under the above Contract; and (4) the Oblige has provided written notice of the default to the Surety as promptly as possible, and in any event, within ten (10) days after such default.

LIMITATIONS AND EXCLUSIONS

The Surety, as the sole election and discretion of the Surety, may take any of the following actions:

- (1) With notice to the Oblige, provide financial assistance to the Principal to remedy any contractual default by the Principal; or,
- (2) Undertake the completion of the above Contract by the Surety, through its agents or through independent contractors; or,
- (3) Determine the amount for which the Surety may be liable to the Oblige, and as soon as a practicable thereafter, tender payment thereof to the Oblige; or
- (4) Pay the full amount of the above penal sum in complete discharge and exoneration of this Performance Bond, and all liabilities of the Surety relating thereto.

If the Surety so elects to act, all payments and expenditures by the Surety shall be applied against the above penal sum and in reduction of the limit of liability of the Surety.

Performance Bond

This bond is for a one-year term beginning July 31, 2008. In the event of default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the direct loss to the Obligee due to actual excess costs of performance of the contract up to the termination of this term of this bond. No suit shall be brought on this bond after one year following its termination. Neither non-renewal by the Surety, nor failure or inability of the Principal to file a replacement bond, shall constitute loss of the Obligee recoverable under this bond. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

The Obligation of this Performance Bond inures solely to the benefit of the obligee. No right of action shall accrue under this Performance Bond to or for the use of any person, firm, corporation, public or private entity other than the Obligee. In the event that the Obligee is comprised of more than one person, firm, corporation, public or private entity, the conditions, limitations and exclusions of this Performance Bond shall apply jointly and severally to each and all constituents of the Obligee, and the aggregate liability of the Surety to the Obligee shall in no event exceed the above penal sum.

No right of action shall accrue under this Performance Bond unless demand is brought by suit, action or other legal proceeding commenced against the Surety within one year after the day that the Principal last performed labor or supplied material for the above contract. Any and all claims and causes of action (including warranty requirement or the remedy of latent defects) not so commenced shall be deemed extinguished and forever barred from action under this Performance Bond.

In the event of conflict or inconsistency between the provisions of this Performance Bond and the provisions of the above Contract, the provisions of this Performance Bond shall control, or the obligation of the surety be deemed null and void to the extent of any enlargement or augmentation to the liabilities of the Surety prescribed by this Performance Bond.

Signed, Sealed and Dated this 31st day of July, 2008.

FSH COMMUNICATIONS, LLC
Principal

WASHINGTON INTERNATIONAL INSURANCE COMPANY
Surety

By: Keith P. Morin
Power of Attorney

By: Mary Ann Powell
MARY ANN POWELL Attorney-in-Fact

STATE OF ILLINOIS

COUNTY OF DuPage

On this **31st** day of **July, 2008**, before me came **Mary Ann Powell** who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the therein described and authorized ATTORNEY-IN-FACT of **Washington International Insurance Company** that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal this day and year first written above.



Christine Eitel, Notary Public



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

JOHN E. ADAMS, MARY ANN POWELL, R.O. DROST, GERALD C. OLSON,

D.L. HALPER, GREGORY A. FIELD, JOANNE F. COSTA and CHRISTINE EITEL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



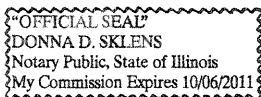
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of June, 2008.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 10th day of June, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of July, 2008.

[Signature] James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



Debbie Gundersen C.P.M.
Purchasing Agent
Division of Purchasing
State of Utah

March 24, 2008

Dear Ms. Gundersen,

In response to your request for a Best and Final Offer (BAFO) – Solicitation DG8013, FSH Communications is submitting an amended Attachment VI as requested.

Our amended offer increases the FSH Communications commission offer to 50% of gross revenue for large correctional facilities (over 500 inmates). Our commission offer for small correctional facilities (under 500 inmates) and payphones at the Community Correctional Facilities remain unchanged from our previous offer.

Please let me know if you require any additional information

Dale Cherrington
Account Executive
FSH Communications LLC

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Offerors must complete (fill-in) the "Proposed Commission Rate (%)" column (yellow cells). Offerors who fail to do so will be removed from further evaluation/award consideration.

Do not, under any circumstance, alter the format, formulas, rates, minute/message quantities (or whatever) of this spreadsheet. Again, you need only fill-in the "Proposed Commission Rate (%)" column (yellow cells).

Inmate Collect or Advance Pay

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$3.15	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.80	\$0.12					50.00%
Intra-State	\$2.80	\$0.12					50.00%
Inter-State	\$3.00	\$0.45					50.00%

Inmate Debit or Pre-Paid Card

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$2.50	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.25	\$0.10					50.00%
Intra-State	\$2.25	\$0.10					50.00%
Inter-State	\$2.55	\$0.35					50.00%
Mexico	\$2.55	\$0.75					50.00%
All Other Countries	\$3.55	\$1.00					50.00%

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Inmate Collect or Advance Pay

Assumption: Going forward, 80% of the calls placed during a 12-month period will be Inmate Collect or Advance Pay. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.

Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	2,889,497	129,269	22.35	\$3.15	N/A	50.00%	\$203,598.36
Intra-Lata	2,854,122	136,927	20.84	\$2.80	\$0.12	50.00%	\$362,945.38
Intra-State	1,570	83	18.88	\$2.80	\$0.12	50.00%	\$210.70
Inter-State	521,345	28,618	18.22	\$3.00	\$0.45	50.00%	\$160,228.98

Inmate Collect or Advance Pay Total = \$726,983.42

Inmate Debit or Pre-Paid Card

Assumption: Going forward, 20% of the calls placed during a 12-month period will be Inmate Debit or Pre-Paid Card. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.

Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	722,374	32,317	22.35	\$2.50	N/A	50.00%	\$40,396.50
Intra-Lata	713,530	34,232	20.84	\$2.25	\$0.10	50.00%	\$74,187.30
Intra-State	393	21	18.88	\$2.25	\$0.10	50.00%	\$43.03
Inter-State	130,336	7,154	18.22	\$2.55	\$0.35	50.00%	\$31,930.70
Mexico	***	***	***	\$2.55	\$0.75	50.00%	***
All Other Countries	1,214	55	22.07	\$3.55	\$1.00	50.00%	\$704.63

Inmate Debit or Pre-Paid Card Total = \$147,262.15

Inmate Collect or Advance Pay Total = \$726,983.42

Inmate Debit or Pre-Paid Card Total = \$147,262.15

12-Month Grand Total = \$874,245.57

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems

1) Offerors must state their proposed "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" commission rate. 43%

Payphone (Electronic Payphone)

Payphones (electronic payphones) can only be used at State of Utah, Department of Corrections facilities, e.g., Community Correctional Centers, Adult Probation & Parole locations, the Salt Lake Transition Facility, the Fred House Training Academy and in public-access (administrative) areas at any UDC site.

- 1) Offerors must state their proposed payphone call cost. \$.50 local calls flat rate long distance 4 minutes for \$1.00
2) Offerors must state their proposed payphone commission rate. 38%

Remarks:

- 1) The successful contractor cannot decrease their proposed commission rates (large correctional facilities, small correctional facilities and/or payphone) at any time throughout the term of the contract without the State's approval.
 - 2) The successful contractor cannot increase their proposed payphone call cost at any time throughout the term of the contract without the State's approval.
 - 3) "Attachment VI - Call Cost and Commission Calculation" will yield 250 of the 300 possible "Commission Rate(s)" evaluation points. Attachment VI evaluation points (250 possible) will be awarded as follows:
 - "Inmate Collect or Advance Pay" and "Inmate Debit or Pre-Paid Card"; large correctional facilities (≥ 500 inmates) served by premise-based communication systems - 200 points
 - "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" - 40 points
 - "Payphone (Electronic Payphone)" - 10 points
- Two hundred (200) evaluation points have been assigned to "large correctional facilities (≥ 500 inmates) served by premise-based communication systems" because that reflects the State's (UDC) reality with the Draper Prison housing approximately 4,000 inmates and the Central Utah Correctional Facility (Gunnison) housing approximately 1,500 inmates. Maximum Attachment VI evaluation points (250 possible) will be assigned to the offeror whose proposed inmate (large and small correctional facilities) and payphone commission rates yield the highest inmate/payphone commission payments and the lowest payphone call cost. All other offerors will be assigned Attachment VI evaluation points in proportion to the offeror with the highest inmate/payphone commission payments and the lowest payphone call cost. The balance of "Commission Rate(s)" evaluation points (50 possible) are assigned to paragraphs 4.6.2, 4.6.3 and 4.6.5.
- 4) Total call cost is before federal, state and local taxes.
 - 5) Per minute rates do not/cannot include mileage and/or time-of-day variations.



March 27, 2008

Debbie Gundersen C.P.M.
Purchasing Agent
Division of Purchasing
State of Utah

Dear Ms. Gundersen,

In response to your request for a 2nd Best and Final Offer (BAFO) – Solicitation DG8013, FSH Communications is re-submitting our 1st BAFO Attachment VI without changes.

Our first BAFO included Voice Print Technology so no changes were required. The optional features we offered in our RFP response are either available at no additional charge or would require additional information in order to put together a pricing plan.

Please let me know if you require any additional information

Dale Cherrington
Account Executive
FSH Communications LLC

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Offerors must complete (fill-in) the "Proposed Commission Rate (%)" column (yellow cells). Offerors who fail to do so will be removed from further evaluation/award consideration.

Do not, under any circumstance, alter the format, formulas, rates, minute/message quantities (or whatever) of this spreadsheet. Again, you need only fill-in the "Proposed Commission Rate (%)" column (yellow cells).

Inmate Collect or Advance Pay

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$3.15	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.80	\$0.12					50.00%
Intra-State	\$2.80	\$0.12					50.00%
Inter-State	\$3.00	\$0.45					50.00%

Inmate Debit or Pre-Paid Card

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$2.50	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.25	\$0.10					50.00%
Intra-State	\$2.25	\$0.10					50.00%
Inter-State	\$2.55	\$0.35					50.00%
Mexico	\$2.55	\$0.75					50.00%
All Other Countries	\$3.55	\$1.00					50.00%

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Inmate Collect or Advance Pay Assumption: Going forward, 80% of the calls placed during a 12-month period will be Inmate Collect or Advance Pay. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	2,889,497	129,269	22.35	\$3.15	N/A	50.00%	\$203,598.36
Intra-Lata	2,854,122	136,927	20.84	\$2.80	\$0.12	50.00%	\$362,945.38
Intra-State	1,570	83	18.88	\$2.80	\$0.12	50.00%	\$210.70
Inter-State	521,345	28,618	18.22	\$3.00	\$0.45	50.00%	\$160,228.98
Inmate Collect or Advance Pay Total =							\$726,983.42
Inmate Debit or Pre-Paid Card Assumption: Going forward, 20% of the calls placed during a 12-month period will be Inmate Debit or Pre-Paid Card. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	722,374	32,317	22.35	\$2.50	N/A	50.00%	\$40,396.50
Intra-Lata	713,530	34,232	20.84	\$2.25	\$0.10	50.00%	\$74,187.30
Intra-State	393	21	18.88	\$2.25	\$0.10	50.00%	\$43.03
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Mexico	***	***	***	\$2.55	\$0.75	50.00%	***
All Other Countries	1,214	55	22.07	\$3.55	\$1.00	50.00%	\$704.63
Inmate Debit or Pre-Paid Card Total =							\$147,262.15
Inmate Collect or Advance Pay Total =							\$726,983.42
Inmate Debit or Pre-Paid Card Total =							\$147,262.15
12-Month Grand Total =							\$874,245.57

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems

1) Offerors must state their proposed "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" commission rate. 43%

Payphone (Electronic Payphone)

Payphones (electronic payphones) can only be used at State of Utah, Department of Corrections facilities, e.g., Community Correctional Centers, Adult Probation & Parole locations, the Salt Lake Transition Facility, the Fred House Training Academy and in public-access (administrative) areas at any UDC site.

- 1) Offerors must state their proposed payphone call cost. \$.50 local calls flat rate long distance 4 minutes for \$1.00
2) Offerors must state their proposed payphone commission rate. 38%

Remarks:

- 1) The successful contractor cannot decrease their proposed commission rates (large correctional facilities, small correctional facilities and/or payphone) at any time throughout the term of the contract without the State's approval.
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Debbie Gundersen C.P.M.
Purchasing Agent
Division of Purchasing
State of Utah

April 11, 2008

Dear Ms. Gundersen,

In response to your request for a 4th Best and Final Offer (BAFO) – Solicitation DG8013, FSH Communications is re-submitting our 1st & 2nd BAFO Attachment VI without changes.

Our first BAFO included Voice Print Technology so no changes were required. The optional features we offered in our RFP response are either available at no additional charge or would require additional information in order to put together a pricing plan.

Please let me know if you require any additional information

Dale Cherrington
Account Executive
FSH Communications LLC

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

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Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

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12-Month Grand Total =							\$874,245.57

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

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1) Offerors must state their proposed "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" commission rate. 43%

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1) Offerors must state their proposed payphone call cost. \$.50 Local flat rate long distance 4 minutes for \$1.00 (delineate/explain as necessary)
2) Offerors must state their proposed payphone commission rate. 38%

Remarks:

1) The successful contractor cannot decrease their proposed commission rates (large correctional facilities, small correctional facilities and/or payphone) at any time throughout the term of the contract without the State's approval.

2) The successful contractor cannot increase their proposed payphone call cost at any time throughout the term of the contract without the State's approval.

3) "Attachment VI - Call Cost and Commission Calculation" will yield 250 of the 300 possible "Commission Rate(s)" evaluation points. Attachment VI evaluation points (250 possible) will be awarded as follows:

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Two hundred (200) evaluation points have been assigned to "large correctional facilities (≥ 500 inmates) served by premise-based communication systems" because that reflects the State's (UDC) reality with the Draper Prison housing approximately 4,000 inmates and the Central Utah Correctional Facility (Gunnison) housing approximately 1,500 inmates. Maximum Attachment VI evaluation points (250 possible) will be assigned to the offeror whose proposed inmate (large and small correctional facilities) and payphone commission rates yield the highest inmate/payphone commission payments and the lowest payphone call cost. All other offerors will be assigned Attachment VI evaluation points in proportion to the offeror with the highest inmate/payphone commission payments and the lowest payphone call cost. The balance of "Commission Rate(s)" evaluation points (50 possible) are assigned to paragraphs 4.6.2, 4.6.3 and 4.6.5.

4) Total call cost is before federal, state and local taxes.

5) Per minute rates do not/cannot include mileage and/or time-of-day variations.



Debbie Gundersen C.P.M.
Purchasing Agent
Division of Purchasing
State of Utah

April 11, 2008

Dear Ms. Gundersen,

In response to your request for a 4th Best and Final Offer (BAFO) – Solicitation DG8013, FSH Communications is submitting our response to BAFO #4 Attachment VI .

Our first BAFO included Voice Print Technology so no changes were required. The optional features we offered in our RFP response are either available at no additional charge or would require additional information in order to put together a pricing plan.

As requested, we are submitting our response and agreement to the specific requirements required in the State's BAFO # 4 As follows.

Item #1:

In part, the purpose of this BAFO #4 is to clarify any misinformation, false assumptions and/or confusion between the State and offerors, regarding the inmate communication systems/service that must be implemented by the successful contractor to serve the needs of UDC inmates located at the Draper Prison and at the Central Utah Correctional Facility (CUCF) - Gunnison; more specifically, the communication systems/service installed by the successful contractor must include voice print technology, or an alternative, UDC approved, bio-based verification system.

Mandatory: Acknowledge your understanding of and confirm your agreement with this Item #1 requirement (you cannot take exception to this requirement).

With regard to "Attachment VI - Call Cost and Commission Calculation" (attached), the State will base commission/cost scoring (250 of the 300 possible "Commission Rate(s)" evaluation points) exclusively on your completion of Attachment VI that reflects your commission/cost information that has only to do with the implementation of inmate communication systems/service that include voice print technology, or an alternative, UDC approved, bio-based verification system, at the Draper Prison and at the Central Utah Correctional Facility (CUCF) - Gunnison. Commission/cost scoring will not take into account value-added enhancements and/or "new" technologies.

FSH Communications Understands and complies with the statements in Item #1 without exception

FSH Communications Response
BAFO #4 - Inmate Communication Systems/Service RFP DG8013

Item #2:

As stated in paragraph 4.6.1, "The State of Utah is interested in reducing inmate call costs. To that end, the State has defined call rates. The rates cannot be increased at any point during the six-year term of the contract unless the State (UDC) chooses to do so."

BAFO #3 was cancelled because of the need to better communicate the State's position regarding the "Payphone Usage Charge", also known as "Payphone Surcharge" and/or "Pay Telephone Surcharge". BAFO #3 erroneously stated, "Point of Clarification: Commission need not be paid on the "Payphone Usage Charge", also known as "Payphone Surcharge" and/or "Pay Telephone Surcharge". Whether or not you consider the "Payphone Usage Charge" to be a federally mandated fee and/or surcharge, in fact, commission must be paid on the "Payphone Usage Charge" because the charge (currently \$.55 per call) is included in the State's RFP specified inmate calling rates; refer to the below "modified" rate table. FSH Communications, the State's incumbent inmate communication systems/service provider, has adhered to this requirement throughout the term of their statewide contract. It is imperative that you understand that the "Payphone Usage Charge" (abbreviated PUC for purposes of this BAFO) is included in the State's defined "Connect Rates" and therefore commission must be paid on the "Payphone Usage Charge". So that there is no confusion now or in the future, the below "modified" (mandatory) rate table is provided:

Inmate Collect or

Advance Pay Connect Rate Per Minute Rate

Local \$2.60 + \$.55 (PUC) = \$3.15 No Local Message Charge
Intra-Lata \$2.25 + \$.55 (PUC) = \$2.80 \$0.12
Intra-State \$2.25 + \$.55 (PUC) = \$2.80 \$0.12
Inter-State \$2.45 + \$.55 (PUC) = \$3.00 \$0.45

Inmate Debit or

Pre-Paid Card Connect Rate Per Minute Rate

Local \$1.95 + \$.55 (PUC) = \$2.50 No Local Message Charge
Intra-Lata \$1.70 + \$.55 (PUC) = \$2.25 \$0.10
Intra-State \$1.70 + \$.55 (PUC) = \$2.25 \$0.10
Inter-State \$2.00 + \$.55 (PUC) = \$2.55 \$0.35
Mexico \$2.00 + \$.55 (PUC) = \$2.55 \$0.75
All Other Countries \$3.00 + \$.55 (PUC) = \$3.55 \$1.00

To emphasize the State's interest in reducing inmate call costs, various RFP excerpts follow:

1.5 Contract Period: "Renewal terms will be subject to mutual agreement with specific exceptions, e.g., not to exceed call rates (costs) cannot be increased throughout the (potential) six-year contract term unless the State chooses to do so."

4.6.1 Item #2: "The State of Utah is specifying the exact call charges to be charged on both collect and debit rates. There will be no exception(s) to these specified rates. Offerors will be disqualified if they propose higher than stated (defined) call rates."

4.6.1 Item #2: "Any taxes, fees and/or surcharges charged to the end-user shall be rated as pass-through. This includes any local, state and/or federally mandated taxes, fees and/or surcharges."

FSH Communications Response

BAFO #4 - Inmate Communication Systems/Service RFP DG8013

4.6.1 Item #6: "The State of Utah is specifying inmate calling rates. At no time during the term of the contract will the contractor vary from these rates without the explicit written authorization from the State of Utah."

4.6.1 Item #13: "Any deviation from the rate and commission rules specified in this RFP shall be cause for immediate contract default. Such a default may include one, or all, of the following consequences:

- a. Contract termination
- b. Mandatory refunding of any/all overcharges to the billed party
- c. Forfeiture of performance bond"

4.6.4: "Without exclusion or exception, commission revenue must be computed and paid on any and all inmate telephone call charge(s), rate(s) and/or cost element(s)."

Mandatory: Acknowledge your understanding of and confirm your agreement with this Item #2 requirement (you cannot take exception to this requirement).

FSH Communications Understands and complies with the statements in Item #2 without exception

Item #3:

As part of this BAFO, you must redo "Attachment VI - Call Cost and Commission Calculation" (attached) in compliance with the clarification instructions (language) contained in this BAFO. Your completion and submission of Attachment VI, as required by BAFO #4, will supersede the Attachment VI that you submitted in response to the original RFP, BAFO #1 and/or BAFO #2 (BAFO #3 does not apply since it was cancelled).

Your BAFO #4 commission rate offer must take into consideration that the Draper Prison and the Central Utah Correctional Facility (CUCF) - Gunnison inmate communication systems/service includes voice print technology, or an alternative, UDC approved, bio-based verification system. As part of this BAFO, you may adjust your commission rate offer.

Mandatory: Complete (fill in) Attachment VI (attached) in its entirety; the below information must be provided (filled in); if any of these entries are left blank, then you will be disqualified:

- o the spreadsheet (yellow cells)
- o the \$ ____ entries
- o the ____% entries

Be aware, you will be disqualified if you:

- o leave blank any: spreadsheet (yellow cells); \$ ____ entries; ____% entries
- o qualify your response to, or take exception with, Attachment VI in any way (Note 1)
- o fail to complete and return Attachment VI by noon on Tuesday, April 15, 2008

Note 1: The only permissible "qualification" (exception), more a "clarification", may be your need to clarify your payphone-related cost information, e.g., any/all payphone local and long distance cost(s). If evaluators require such information to clearly understand your payphone-related call cost(s), then provide such information.

Provide your responses to the mandatory Item numbers 1 and 2 "Acknowledge your understanding of and confirm your agreement" statements, and provide your redo of Attachment VI to Debbie Gundersen by reply e-mail: DGUNDERSEN@utah.gov
Please let me know if you require any additional information

FSH Communications Response

BAFO #4 - Inmate Communication Systems/Service RFP DG8013

FSH Communications Understands and complies with the statements in Item #3 without exception and has resubmitted Attachment VI Call Cost and Commission Calculation as part of our response to BAFO#4

Dale Cherrington
Account Executive
FSH Communications LLC

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Offerors must complete (fill-in) the "Proposed Commission Rate (%)" column (yellow cells). Offerors who fail to do so will be removed from further evaluation/award consideration.

Do not, under any circumstance, alter the format, formulas, rates, minute/message quantities (or whatever) of this spreadsheet. Again, you need only fill-in the "Proposed Commission Rate (%)" column (yellow cells).

Inmate Collect or Advance Pay

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
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Inmate Debit or Pre-Paid Card

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$2.50	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
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Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

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2) Offerors must state their proposed payphone commission rate. 38%

Remarks:

- 1) The successful contractor cannot decrease their proposed commission rates (large correctional facilities, small correctional facilities and/or payphone) at any time throughout the term of the contract without the State's approval.
 - 2) The successful contractor cannot increase their proposed payphone call cost at any time throughout the term of the contract without the State's approval.
 - 3) "Attachment VI - Call Cost and Commission Calculation" will yield 250 of the 300 possible "Commission Rate(s)" evaluation points. Attachment VI evaluation points (250 possible) will be awarded as follows:
 - "Inmate Collect or Advance Pay" and "Inmate Debit or Pre-Paid Card"; large correctional facilities (≥ 500 inmates) served by premise-based communication systems - 200 points
 - "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" - 40 points
 - "Payphone (Electronic Payphone)" - 10 points
- Two hundred (200) evaluation points have been assigned to "large correctional facilities (≥ 500 inmates) served by premise-based communication systems" because that reflects the State's (UDC) reality with the Draper Prison housing approximately 4,000 inmates and the Central Utah Correctional Facility (Gunnison) housing approximately 1,500 inmates. Maximum Attachment VI evaluation points (250 possible) will be assigned to the offeror whose proposed inmate (large and small correctional facilities) and payphone commission rates yield the highest inmate/payphone commission payments and the lowest payphone call cost. All other offerors will be assigned Attachment VI evaluation points in proportion to the offeror with the highest inmate/payphone commission payments and the lowest payphone call cost. The balance of "Commission Rate(s)" evaluation points (50 possible) are assigned to paragraphs 4.6.2, 4.6.3 and 4.6.5.
- 4) Total call cost is before federal, state and local taxes.
 - 5) Per minute rates do not/cannot include mileage and/or time-of-day variations.



April 24, 2008

Debbie Gundersen C.P.M.
Purchasing Agent
Division of Purchasing
State of Utah

Dear Ms. Gundersen,

Attached herein is FSH Communications response to the State of Utah's request for a 5th Best and Final Offer (BAFO) - Solicitation DG8013, to include Inmate Comm. RFP DG8013 Attachment IV.

Our first BAFO included Voice Print Technology and no changes were required at that time. The optional features we offered in our RFP response are either available at no additional charge or would require additional information in order to put together a pricing plan.

As requested, we are submitting our response and agreement to the specific requirements stated in the State's BAFO # 5 as follows.

Item #1:

To clarify any misinformation, false assumptions and/or confusion between the State and offerors regarding the inmate communication systems/service that must be implemented by the successful contractor to serve the needs of UDC inmates located at the Draper Prison and at the Central Utah Correctional Facility (CUCF) - Gunnison, be aware that the communication systems/service installed by the successful contractor must include voice print technology, or an alternative, UDC approved, bio-based verification system. Commission/cost scoring will not take into account value-added enhancements and/or "new" technologies over and above voice print technology, or an alternative, UDC approved, bio-based verification system.

Mandatory: Acknowledge your understanding of and confirm your agreement with the State's requirement that the communication systems/service installed by the successful contractor at Draper and at Gunnison must include voice print technology, or an alternative UDC approved bio-based verification system. You cannot take exception to this requirement.

FSH Communications Response:

Understands and agrees with the requirements in Item #1 without exception.

Item #2:

As stated in paragraph 4.6.1, "The State of Utah is interested in reducing inmate call costs. To that end, the State has defined call rates. The rates cannot be increased at any point during the six-year term of the contract unless the State (UDC) chooses to do so."

BAFOs #3 and #4 were cancelled because of the need to better communicate the State's position regarding the "Payphone Usage Charge", also known as "Payphone Surcharge" and/or "Pay Telephone Surcharge". Only "Payphone Usage Charge" will be used throughout the remainder of this BAFO. Be aware that "Payphone Surcharge" and/or "Pay Telephone Surcharge" are synonymous with "Payphone Usage Charge".

The "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" and the "Maximum Per Minute Rate Charge" delineated in the below table cannot be increased at any point during the six-year term of the contract unless the State (UDC) chooses to do so.

Explain / Describe / Answer the following:

a. Do you charge (assess) the "Payphone Usage Charge"?

FSH Communications Response:

FSH contracts with Qwest Communications to carry all local and intraLata (in-state) call traffic. Qwest incorporates the Payphone Usage Charge as part of the amount billed for calls placed from the inmate phone system and not as a separate charge. FSH currently contracts with ILD to carry all interLata (long distance) call traffic. FSH may or may not continue with ILD as the contracted carrier if FSH is the successful bidder. The payphone usage charge (if charged) will be included as part of the billed charges as required by the State of Utah.

If there is any change to FSH's contracted call traffic providers we will 1) notify the State in advance of any change to obtain their consent; and 2) any change in carrier will NOT change the mandated call rates.

b. If so, do you include the "Payphone Usage Charge" as part of the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)"?

FSH Communications Response:

As described above the "Payphone Usage Charge" is included as part of the Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)".

c. If the answer to b. is "No", then do you charge (assess) the "Payphone Usage Charge" over and above (in addition to) the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)"?

FSH Communications Response:

Not applicable. Please refer to our answers to 'a.' and 'b.' above.

Be Aware: If you charge the "Payphone Usage Charge" over and above (in addition to) the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)", then the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" must be reduced so that the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" plus your "Payphone Usage Charge" does not exceed the following:

Inmate Collect or Advance Pay:

Local = \$3.15; Intra-Lata = \$2.80; Intra-State = \$2.80; Inter-State = \$3.00

Inmate Debit or Pre-Paid Card:

Local = \$2.50; Intra-Lata = \$2.25; Intra-State = \$2.25; Inter-State = \$2.55; Mexico = \$2.55; All Other Countries = \$3.55

For Example: If you charge the "Payphone Usage Charge" over and above (in addition to) the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" and if (for example) your "Payphone Usage Charge" equals \$.57 per call, then the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" for an "Inmate Collect or Advance Pay" Local call would be \$2.58 (\$3.15 - \$.57 = \$2.58).

Note: The column heading in the below table that now reads "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" use to read "Connect Rate" in the original RFP and in BAFOs #3 and #4.

<u>Inmate Collect or Advance Pay</u>	<u>Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)</u>	<u>Maximum Per Minute Rate Charge</u>
Local	\$3.15	No Local Message Charge
Intra-Lata	\$2.80	\$0.12
Intra-State	\$2.80	\$0.12
Inter-State	\$3.00	\$0.45

<u>Inmate Debit or Pre-Paid Card</u>	<u>Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)</u>	<u>Maximum Per Minute Rate Charge</u>
Local	\$2.50	No Local Message Charge
Intra-Lata	\$2.25	\$0.10
Intra-State	\$2.25	\$0.10
Inter-State	\$2.55	\$0.35
Mexico	\$2.55	\$0.75
All Other Countries	\$3.55	\$1.00

To emphasize the importance of reducing inmate call costs (holding the line on inmate call costs), paragraph 4.6.1 Item #13 states: "Any deviation from the rate and commission rules specified in this RFP shall be cause for immediate contract default. Such a default may include one, or all, of the following consequences:

- a. Contract termination
- b. Mandatory refunding of any/all overcharges to the billed party
- c. Forfeiture of performance bond"

Mandatory: Explain/describe/answer the above Item #2 questions/issues. Acknowledge your understanding of and confirm your agreement with the statements and requirements contained in Item #2. You cannot take exception to Item #2 statements, requirements and/or specifications.

FSH Communications Response:

FSH understands and agrees with the statements in Item #2 without exception. The rates charged by FSH include the payphone usage charge and will not exceed the rates as specified in Item #2.

Item #3:

BAFO #3 erroneously stated, "Point of Clarification: Commission need not be paid on the "Payphone Usage Charge", also known as "Payphone Surcharge" and/or "Pay Telephone Surcharge". In fact, commission must be paid on the "Payphone Usage Charge".

Mandatory: Acknowledge your understanding of and confirm your agreement with the State's requirement that commission must be paid on the "Payphone Usage Charge". You cannot take exception to this requirement.

FSH Communications Response:

FSH understands and agrees with the statements in Item #3 without exception.

FSH has always paid commission on the Payphone Usage Charge revenue and will continue to do so if FSH is the successful bidder.

Item #4:

As part of this BAFO, you must redo "Attachment VI - Call Cost and Commission Calculation" (attached) in compliance with the clarification instructions (language) contained in this BAFO. Your completion and submission of Attachment VI, as required by this BAFO, will supersede the various Attachment VI that you submitted in response to the original RFP, BAFO #1 and/or BAFO #2 (BAFOs #3 and #4 do not apply since they were cancelled).

Your BAFO #5 commission rate offer must take into consideration that the Draper Prison and the Central Utah Correctional Facility (CUCF) - Gunnison inmate communication systems/service includes voice print technology, or an alternative, UDC approved, bio-based verification system. As part of this BAFO, you may adjust your commission rate offer.

Mandatory: Complete (fill in) Attachment VI (attached) in its entirety; the below information must be provided (filled in). If any of these entries are left blank, then you will be disqualified:

- the spreadsheet (yellow cells)
- the \$ ____ entries
- the ____% entries

Be aware, you will be disqualified if you:

- leave blank any spreadsheet (yellow cells), \$ ____ entries and/or ____% entries
- qualify your response to, or take exception with, Attachment VI in any way (Note 1)
- fail to complete and return Attachment VI by noon on Tuesday, April 29, 2008

Note 1: The only permissible "qualification" (exception), more a "clarification", may be your need to clarify your payphone-related cost information, e.g., any/all payphone local and long distance cost(s). If evaluators require such information to clearly understand your payphone-related call cost(s), then provide such information.

Provide your answers, responses, etc. to the above mandatory items and provide your redo of Attachment VI to Debbie Gundersen by reply e-mail: DGUNDERSEN@utah.gov

FSH Communications Response:

FSH understands and agrees with the statements in Item #4 without exception. As part of our response FSH is resubmitting the "Attachment VI – Call Cost and Commission Calculation".

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Offerors must complete (fill-in) the "Proposed Commission Rate (%)" column (yellow cells). Offerors who fail to do so will be removed from further evaluation/award consideration.

Do not, under any circumstance, alter the format, formulas, rates, minute/message quantities (or whatever) of this spreadsheet. Again, you need only fill-in the "Proposed Commission Rate (%)" column (yellow cells).

Inmate Collect or Advance Pay

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$3.15	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	55.00%
Intra-Lata	\$2.80	\$0.12					55.00%
Intra-State	\$2.80	\$0.12					55.00%
Inter-State	\$3.00	\$0.45					55.00%

Inmate Debit or Pre-Paid Card

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$2.50	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	55.00%
Intra-Lata	\$2.25	\$0.10					55.00%
Intra-State	\$2.25	\$0.10					55.00%
Inter-State	\$2.55	\$0.35					55.00%
Mexico	\$2.55	\$0.75					55.00%
All Other Countries	\$3.55	\$1.00					55.00%

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Inmate Collect or Advance Pay							
Assumption: Going forward, 80% of the calls placed during a 12-month period will be Inmate Collect or Advance Pay. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	2,889,497	129,269	22.35	\$3.15	N/A	55.00%	\$223,958.20
Intra-Lata	2,854,122	136,927	20.84	\$2.80	\$0.12	55.00%	\$399,239.91
Intra-State	1,570	83	18.88	\$2.80	\$0.12	55.00%	\$231.77
Inter-State	521,345	28,618	18.22	\$3.00	\$0.45	55.00%	\$176,251.88
Inmate Collect or Advance Pay Total =							\$799,681.76
Inmate Debit or Pre-Paid Card							
Assumption: Going forward, 20% of the calls placed during a 12-month period will be Inmate Debit or Pre-Paid Card. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	722,374	32,317	22.35	\$2.50	N/A	55.00%	\$44,436.15
Intra-Lata	713,530	34,232	20.84	\$2.25	\$0.10	55.00%	\$81,606.02
Intra-State	393	21	18.88	\$2.25	\$0.10	55.00%	\$47.33
Inter-State	130,336	7,154	18.22	\$2.55	\$0.35	55.00%	\$35,123.76
Mexico	***	***	***	\$2.55	\$0.75	55.00%	***
All Other Countries	1,214	55	22.07	\$3.55	\$1.00	55.00%	\$775.09
Inmate Debit or Pre-Paid Card Total =							\$161,988.36
Inmate Collect or Advance Pay Total =							\$799,681.76
Inmate Debit or Pre-Paid Card Total =							\$161,988.36
12-Month Grand Total =							\$961,670.12

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems

1) Offerors must state their proposed "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" commission rate. 45 %

Payphone (Electronic Payphone)

Payphones (electronic payphones) can only be used at State of Utah, Department of Corrections facilities, e.g., Community Correctional Centers, Adult Probation & Parole locations, the Salt Lake Transition Facility, the Fred House Training Academy and in public-access (administrative) areas at any UDC site.

1) Offerors must state their proposed payphone call cost. **\$.50 Local flat rate long distance 4 minutes for \$1.00**

2) Offerors must state their proposed payphone commission rate. 45 %

Remarks:

1) The successful contractor cannot decrease their proposed commission rates (large correctional facilities, small correctional facilities and/or payphone) at any time throughout the term of the contract without the State's approval.

2) The successful contractor cannot increase their proposed payphone call cost at any time throughout the term of the contract without the State's approval.

3) "Attachment VI - Call Cost and Commission Calculation" will yield 250 of the 300 possible "Commission Rate(s)" evaluation points. Attachment VI evaluation points (250 possible) will be awarded as follows:

- "Inmate Collect or Advance Pay" and "Inmate Debit or Pre-Paid Card"; large correctional facilities (≥ 500 inmates) served by premise-based communication systems - 200 points
- "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" - 40 points
- "Payphone (Electronic Payphone)" - 10 points

Two hundred (200) evaluation points have been assigned to "large correctional facilities (≥ 500 inmates) served by premise-based communication systems" because that reflects the State's (UDC) reality with the Draper Prison housing approximately 4,000 inmates and the Central Utah Correctional Facility (Gunnison) housing approximately 1,500 inmates. Maximum Attachment VI evaluation points (250 possible) will be assigned to the offeror whose proposed inmate (large and small correctional facilities) and payphone commission rates yield the highest inmate/payphone commission payments and the lowest payphone call cost. All other offerors will be assigned Attachment VI evaluation points in proportion to the offeror with the highest inmate/payphone commission payments and the lowest payphone call cost. The balance of "Commission Rate(s)" evaluation points (50 possible) are assigned to paragraphs 4.6.2, 4.6.3 and 4.6.5.

4) Total call cost is before federal, state and local taxes.

5) Per minute rates do not/cannot include mileage and/or time-of-day variations.



March 24, 2008

Debbie Gundersen C.P.M.
Purchasing Agent
Division of Purchasing
State of Utah

Dear Ms. Gundersen,

In response to your request for a Best and Final Offer (BAFO) – Solicitation DG8013, FSH Communications is submitting an amended Attachment VI as requested.

Our amended offer increases the FSH Communications commission offer to 50% of gross revenue for large correctional facilities (over 500 inmates). Our commission offer for small correctional facilities (under 500 inmates) and payphones at the Community Correctional Facilities remain unchanged from our previous offer.

Please let me know if you require any additional information

Dale Cherrington
Account Executive
FSH Communications LLC

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Offerors must complete (fill-in) the "Proposed Commission Rate (%)" column (yellow cells). Offerors who fail to do so will be removed from further evaluation/award consideration.

Do not, under any circumstance, alter the format, formulas, rates, minute/message quantities (or whatever) of this spreadsheet. Again, you need only fill-in the "Proposed Commission Rate (%)" column (yellow cells).

Inmate Collect or Advance Pay

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$3.15	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.80	\$0.12					50.00%
Intra-State	\$2.80	\$0.12					50.00%
Inter-State	\$3.00	\$0.45					50.00%

Inmate Debit or Pre-Paid Card

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$2.50	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.25	\$0.10					50.00%
Intra-State	\$2.25	\$0.10					50.00%
Inter-State	\$2.55	\$0.35					50.00%
Mexico	\$2.55	\$0.75					50.00%
All Other Countries	\$3.55	\$1.00					50.00%

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Inmate Collect or Advance Pay							
Assumption: Going forward, 80% of the calls placed during a 12-month period will be Inmate Collect or Advance Pay. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	2,889,497	129,269	22.35	\$3.15	N/A	50.00%	\$203,598.36
Intra-Lata	2,854,122	136,927	20.84	\$2.80	\$0.12	50.00%	\$362,945.38
Intra-State	1,570	83	18.88	\$2.80	\$0.12	50.00%	\$210.70
Inter-State	521,345	28,618	18.22	\$3.00	\$0.45	50.00%	\$160,228.98
Inmate Collect or Advance Pay Total =							\$726,983.42
Inmate Debit or Pre-Paid Card							
Assumption: Going forward, 20% of the calls placed during a 12-month period will be Inmate Debit or Pre-Paid Card. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	722,374	32,317	22.35	\$2.50	N/A	50.00%	\$40,396.50
Intra-Lata	713,530	34,232	20.84	\$2.25	\$0.10	50.00%	\$74,187.30
Intra-State	393	21	18.88	\$2.25	\$0.10	50.00%	\$43.03
Inter-State	130,336	7,154	18.22	\$2.55	\$0.35	50.00%	\$31,930.70
Mexico	***	***	***	\$2.55	\$0.75	50.00%	***
All Other Countries	1,214	55	22.07	\$3.55	\$1.00	50.00%	\$704.63
Inmate Debit or Pre-Paid Card Total =							\$147,262.15
Inmate Collect or Advance Pay Total =							\$726,983.42
Inmate Debit or Pre-Paid Card Total =							\$147,262.15
12-Month Grand Total =							\$874,245.57

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems

1) Offerors must state their proposed "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" commission rate. 43%

Payphone (Electronic Payphone)

Payphones (electronic payphones) can only be used at State of Utah, Department of Corrections facilities, e.g., Community Correctional Centers, Adult Probation & Parole locations, the Salt Lake Transition Facility, the Fred House Training Academy and in public-access (administrative) areas at any UDC site.

- 1) Offerors must state their proposed payphone call cost. \$.50 local calls flat rate long distance 4 minutes for \$1.00
2) Offerors must state their proposed payphone commission rate. 38%

Remarks:

- 1) The successful contractor cannot decrease their proposed commission rates (large correctional facilities, small correctional facilities and/or payphone) at any time throughout the term of the contract without the State's approval.
 - 2) The successful contractor cannot increase their proposed payphone call cost at any time throughout the term of the contract without the State's approval.
 - 3) "Attachment VI - Call Cost and Commission Calculation" will yield 250 of the 300 possible "Commission Rate(s)" evaluation points. Attachment VI evaluation points (250 possible) will be awarded as follows:
 - "Inmate Collect or Advance Pay" and "Inmate Debit or Pre-Paid Card"; large correctional facilities (≥ 500 inmates) served by premise-based communication systems - 200 points
 - "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" - 40 points
 - "Payphone (Electronic Payphone)" - 10 points
- Two hundred (200) evaluation points have been assigned to "large correctional facilities (≥ 500 inmates) served by premise-based communication systems" because that reflects the State's (UDC) reality with the Draper Prison housing approximately 4,000 inmates and the Central Utah Correctional Facility (Gunnison) housing approximately 1,500 inmates. Maximum Attachment VI evaluation points (250 possible) will be assigned to the offeror whose proposed inmate (large and small correctional facilities) and payphone commission rates yield the highest inmate/payphone commission payments and the lowest payphone call cost. All other offerors will be assigned Attachment VI evaluation points in proportion to the offeror with the highest inmate/payphone commission payments and the lowest payphone call cost. The balance of "Commission Rate(s)" evaluation points (50 possible) are assigned to paragraphs 4.6.2, 4.6.3 and 4.6.5.
- 4) Total call cost is before federal, state and local taxes.
 - 5) Per minute rates do not/cannot include mileage and/or time-of-day variations.



Debbie Gundersen C.P.M.
Purchasing Agent
Division of Purchasing
State of Utah

March 27, 2008

Dear Ms. Gundersen,

In response to your request for a 2nd Best and Final Offer (BAFO) -- Solicitation DG8013, FSH Communications is re-submitting our 1st BAFO Attachment VI without changes.

Our first BAFO included Voice Print Technology so no changes were required. The optional features we offered in our RFP response are either available at no additional charge or would require additional information in order to put together a pricing plan.

Please let me know if you require any additional information

Dale Cherrington
Account Executive
FSH Communications LLC

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Offerors must complete (fill-in) the "Proposed Commission Rate (%)" column (yellow cells). Offerors who fail to do so will be removed from further evaluation/award consideration.

Do not, under any circumstance, alter the format, formulas, rates, minute/message quantities (or whatever) of this spreadsheet. Again, you need only fill-in the "Proposed Commission Rate (%)" column (yellow cells).

Inmate Collect or Advance Pay

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$3.15	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.80	\$0.12					50.00%
Intra-State	\$2.80	\$0.12					50.00%
Inter-State	\$3.00	\$0.45					50.00%

Inmate Debit or Pre-Paid Card

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$2.50	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.25	\$0.10					50.00%
Intra-State	\$2.25	\$0.10					50.00%
Inter-State	\$2.55	\$0.35					50.00%
Mexico	\$2.55	\$0.75					50.00%
All Other Countries	\$3.55	\$1.00					50.00%

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Inmate Collect or Advance Pay

Assumption: Going forward, 80% of the calls placed during a 12-month period will be Inmate Collect or Advance Pay. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.

Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	2,889,497	129,269	22.35	\$3.15	N/A	50.00%	\$203,598.36
Intra-Lata	2,854,122	136,927	20.84	\$2.80	\$0.12	50.00%	\$362,945.38
Intra-State	1,570	83	18.88	\$2.80	\$0.12	50.00%	\$210.70
Inter-State	521,345	28,618	18.22	\$3.00	\$0.45	50.00%	\$160,228.98

Inmate Collect or Advance Pay Total = \$726,983.42

Inmate Debit or Pre-Paid Card

Assumption: Going forward, 20% of the calls placed during a 12-month period will be Inmate Debit or Pre-Paid Card. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.

Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	722,374	32,317	22.35	\$2.50	N/A	50.00%	\$40,396.50
Intra-Lata	713,530	34,232	20.84	\$2.25	\$0.10	50.00%	\$74,187.30
Intra-State	393	21	18.88	\$2.25	\$0.10	50.00%	\$43.03
Inter-State	130,336	7,154	18.22	\$2.55	\$0.35	50.00%	\$31,930.70
Mexico	***	***	***	\$2.55	\$0.75	50.00%	***
All Other Countries	1,214	55	22.07	\$3.55	\$1.00	50.00%	\$704.63

Inmate Debit or Pre-Paid Card Total = \$147,262.15

Inmate Collect or Advance Pay Total = \$726,983.42

Inmate Debit or Pre-Paid Card Total = \$147,262.15

12-Month Grand Total = \$874,245.57

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems

1) Offerors must state their proposed "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" commission rate. 43%

Payphone (Electronic Payphone)

Payphones (electronic payphones) can only be used at State of Utah, Department of Corrections facilities, e.g., Community Correctional Centers, Adult Probation & Parole locations, the Salt Lake Transition Facility, the Fred House Training Academy and in public-access (administrative) areas at any UDC site.

1) Offerors must state their proposed payphone call cost. \$.50 local calls flat rate long distance 4 minutes for \$1.00

2) Offerors must state their proposed payphone commission rate. 38%

Remarks:

1) The successful contractor cannot decrease their proposed commission rates (large correctional facilities, small correctional facilities and/or payphone) at any time throughout the term of the contract without the State's approval.

2) The successful contractor cannot increase their proposed payphone call cost at any time throughout the term of the contract without the State's approval.

3) "Attachment VI - Call Cost and Commission Calculation" will yield 250 of the 300 possible "Commission Rate(s)" evaluation points. Attachment VI evaluation points (250 possible) will be awarded as follows:

- "Inmate Collect or Advance Pay" and "Inmate Debit or Pre-Paid Card"; large correctional facilities (≥ 500 inmates) served by premise-based communication systems - 200 points
- "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" - 40 points
- "Payphone (Electronic Payphone)" - 10 points

Two hundred (200) evaluation points have been assigned to "large correctional facilities (≥ 500 inmates) served by premise-based communication systems" because that reflects the State's (UDC) reality with the Draper Prison housing approximately 4,000 inmates and the Central Utah Correctional Facility (Gunnison) housing approximately 1,500 inmates. Maximum Attachment VI evaluation points (250 possible) will be assigned to the offeror whose proposed inmate (large and small correctional facilities) and payphone commission rates yield the highest inmate/payphone commission payments and the lowest payphone call cost. All other offerors will be assigned Attachment VI evaluation points in proportion to the offeror with the highest inmate/payphone commission payments and the lowest payphone call cost. The balance of "Commission Rate(s)" evaluation points (50 possible) are assigned to paragraphs 4.6.2, 4.6.3 and 4.6.5.

4) Total call cost is before federal, state and local taxes.

5) Per minute rates do not/cannot include mileage and/or time-of-day variations.



April 11, 2008

Debbie Gundersen C.P.M.
Purchasing Agent
Division of Purchasing
State of Utah

Dear Ms. Gundersen,

In response to your request for a 4th Best and Final Offer (BAFO) – Solicitation DG8013, FSH Communications is re-submitting our 1st & 2nd BAFO Attachment VI without changes.

Our first BAFO included Voice Print Technology so no changes were required. The optional features we offered in our RFP response are either available at no additional charge or would require additional information in order to put together a pricing plan.

Please let me know if you require any additional information

Dale Cherrington
Account Executive
FSH Communications LLC

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Offerors must complete (fill-in) the "Proposed Commission Rate (%)" column (yellow cells). Offerors who fail to do so will be removed from further evaluation/award consideration.

Do not, under any circumstance, alter the format, formulas, rates, minute/message quantities (or whatever) of this spreadsheet. Again, you need only fill-in the "Proposed Commission Rate (%)" column (yellow cells).

Inmate Collect or Advance Pay

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$3.15	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.80	\$0.12					50.00%
Intra-State	\$2.80	\$0.12					50.00%
Inter-State	\$3.00	\$0.45					50.00%

Inmate Debit or Pre-Paid Card

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$2.50	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.25	\$0.10					50.00%
Intra-State	\$2.25	\$0.10					50.00%
Inter-State	\$2.55	\$0.35					50.00%
Mexico	\$2.55	\$0.75					50.00%
All Other Countries	\$3.55	\$1.00					50.00%

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Inmate Collect or Advance Pay Assumption: Going forward, 80% of the calls placed during a 12-month period will be Inmate Collect or Advance Pay. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	2,889,497	129,269	22.35	\$3.15	N/A	50.00%	\$203,598.36
Intra-Lata	2,854,122	136,927	20.84	\$2.80	\$0.12	50.00%	\$362,945.38
Intra-State	1,570	83	18.88	\$2.80	\$0.12	50.00%	\$210.70
Inter-State	521,345	28,618	18.22	\$3.00	\$0.45	50.00%	\$160,228.98
Inmate Collect or Advance Pay Total =							\$726,983.42
Inmate Debit or Pre-Paid Card Assumption: Going forward, 20% of the calls placed during a 12-month period will be Inmate Debit or Pre-Paid Card. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	722,374	32,317	22.35	\$2.50	N/A	50.00%	\$40,396.50
Intra-Lata	713,530	34,232	20.84	\$2.25	\$0.10	50.00%	\$74,187.30
Intra-State	393	21	18.88	\$2.25	\$0.10	50.00%	\$43.03
Inter-State	130,336	7,154	18.22	\$2.55	\$0.35	50.00%	\$31,930.70
Mexico	***	***	***	\$2.55	\$0.75	50.00%	***
All Other Countries	1,214	55	22.07	\$3.55	\$1.00	50.00%	\$704.63
Inmate Debit or Pre-Paid Card Total =							\$147,262.15
Inmate Collect or Advance Pay Total =							\$726,983.42
Inmate Debit or Pre-Paid Card Total =							\$147,262.15
12-Month Grand Total =							\$874,245.57

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems

1) Offerors must state their proposed "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" commission rate. 43%

Payphone (Electronic Payphone)

Payphones (electronic payphones) can only be used at State of Utah, Department of Corrections facilities, e.g., Community Correctional Centers, Adult Probation & Parole locations, the Salt Lake Transition Facility, the Fred House Training Academy and in public-access (administrative) areas at any UDC site.

1) Offerors must state their proposed payphone call cost. \$.50 Local flat rate long distance 4 minutes for \$1.00 (delineate/explain as necessary)
2) Offerors must state their proposed payphone commission rate. 38%

Remarks:

1) The successful contractor cannot decrease their proposed commission rates (large correctional facilities, small correctional facilities and/or payphone) at any time throughout the term of the contract without the State's approval.

2) The successful contractor cannot increase their proposed payphone call cost at any time throughout the term of the contract without the State's approval.

3) "Attachment VI - Call Cost and Commission Calculation" will yield 250 of the 300 possible "Commission Rate(s)" evaluation points. Attachment VI evaluation points (250 possible) will be awarded as follows:

- "Inmate Collect or Advance Pay" and "Inmate Debit or Pre-Paid Card"; large correctional facilities (≥ 500 inmates) served by premise-based communication systems - 200 points
- "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" - 40 points
- "Payphone (Electronic Payphone)" - 10 points

Two hundred (200) evaluation points have been assigned to "large correctional facilities (≥ 500 inmates) served by premise-based communication systems" because that reflects the State's (UDC) reality with the Draper Prison housing approximately 4,000 inmates and the Central Utah Correctional Facility (Gunnison) housing approximately 1,500 inmates. Maximum Attachment VI evaluation points (250 possible) will be assigned to the offeror whose proposed inmate (large and small correctional facilities) and payphone commission rates yield the highest inmate/payphone commission payments and the lowest payphone call cost. All other offerors will be assigned Attachment VI evaluation points in proportion to the offeror with the highest inmate/payphone commission payments and the lowest payphone call cost. The balance of "Commission Rate(s)" evaluation points (50 possible) are assigned to paragraphs 4.6.2, 4.6.3 and 4.6.5.

4) Total call cost is before federal, state and local taxes.

5) Per minute rates do not/cannot include mileage and/or time-of-day variations.



Debbie Gundersen C.P.M.
Purchasing Agent
Division of Purchasing
State of Utah

April 11, 2008

Dear Ms. Gundersen,

In response to your request for a 4th Best and Final Offer (BAFO) – Solicitation DG8013, FSH Communications is submitting our response to BAFO #4 Attachment VI.

Our first BAFP included Voice Print Technology so no changes were required. The optional features we offered in our RFP response are either available at no additional charge or would require additional information in order to put together a pricing plan.

As requested, we are submitting our response and agreement to the specific requirements required in the State's BAFO # 4 As follows.

Item #1:

In part, the purpose of this BAFO #4 is to clarify any misinformation, false assumptions and/or confusion between the State and offerors, regarding the inmate communication systems/service that must be implemented by the successful contractor to serve the needs of UDC inmates located at the Draper Prison and at the Central Utah Correctional Facility (CUCF) - Gunnison; more specifically, the communication systems/service installed by the successful contractor must include voice print technology, or an alternative, UDC approved, bio-based verification system.

Mandatory: Acknowledge your understanding of and confirm your agreement with this Item #1 requirement (you cannot take exception to this requirement).

With regard to "Attachment VI - Call Cost and Commission Calculation" (attached), the State will base commission/cost scoring (250 of the 300 possible "Commission Rate(s)" evaluation points) exclusively on your completion of Attachment VI that reflects your commission/cost information that has only to do with the implementation of inmate communication systems/service that include voice print technology, or an alternative, UDC approved, bio-based verification system, at the Draper Prison and at the Central Utah Correctional Facility (CUCF) - Gunnison. Commission/cost scoring will not take into account value-added enhancements and/or "new" technologies.

FSH Communications Understands and complies with the statements in Item #1 without exception

FSH Communications Response
BAFO #4 - Inmate Communication Systems/Service RFP DG8013

Item #2:

As stated in paragraph 4.6.1, "The State of Utah is interested in reducing inmate call costs. To that end, the State has defined call rates. The rates cannot be increased at any point during the six-year term of the contract unless the State (UDC) chooses to do so."

BAFO #3 was cancelled because of the need to better communicate the State's position regarding the "Payphone Usage Charge", also known as "Payphone Surcharge" and/or "Pay Telephone Surcharge". BAFO #3 erroneously stated, "Point of Clarification: Commission need not be paid on the "Payphone Usage Charge", also known as "Payphone Surcharge" and/or "Pay Telephone Surcharge". Whether or not you consider the "Payphone Usage Charge" to be a federally mandated fee and/or surcharge, in fact, commission must be paid on the "Payphone Usage Charge" because the charge (currently \$.55 per call) is included in the State's RFP specified inmate calling rates; refer to the below "modified" rate table. FSH Communications, the State's incumbent inmate communication systems/service provider, has adhered to this requirement throughout the term of their statewide contract. It is imperative that you understand that the "Payphone Usage Charge" (abbreviated PUC for purposes of this BAFO) is included in the State's defined "Connect Rates" and therefore commission must be paid on the "Payphone Usage Charge". So that there is no confusion now or in the future, the below "modified" (mandatory) rate table

is provided:

Inmate Collect or

Advance Pay Connect Rate Per Minute Rate

Local \$2.60 + \$.55 (PUC) = \$3.15 No Local Message Charge
Intra-Lata \$2.25 + \$.55 (PUC) = \$2.80 \$0.12
Intra-State \$2.25 + \$.55 (PUC) = \$2.80 \$0.12
Inter-State \$2.45 + \$.55 (PUC) = \$3.00 \$0.45

Inmate Debit or

Pre-Paid Card Connect Rate Per Minute Rate

Local \$1.95 + \$.55 (PUC) = \$2.50 No Local Message Charge
Intra-Lata \$1.70 + \$.55 (PUC) = \$2.25 \$0.10
Intra-State \$1.70 + \$.55 (PUC) = \$2.25 \$0.10
Inter-State \$2.00 + \$.55 (PUC) = \$2.55 \$0.35
Mexico \$2.00 + \$.55 (PUC) = \$2.55 \$0.75
All Other Countries \$3.00 + \$.55 (PUC) = \$3.55 \$1.00

To emphasize the State's interest in reducing inmate call costs, various RFP excerpts follow:

1.5 Contract Period: "Renewal terms will be subject to mutual agreement with specific exceptions, e.g., not to exceed call rates (costs) cannot be increased throughout the (potential) six-year contract term unless the State chooses to do so."

4.6.1 Item #2: "The State of Utah is specifying the exact call charges to be charged on both collect and debit rates. There will be no exception(s) to these specified rates. Offerors will be disqualified if they propose higher than stated (defined) call rates."

4.6.1 Item #2: "Any taxes, fees and/or surcharges charged to the end-user shall be rated as pass-through. This includes any local, state and/or federally mandated taxes, fees and/or surcharges."

FSH Communications Response

BAFO #4 - Inmate Communication Systems/Service RFP DG8013

4.6.1 Item #6: "The State of Utah is specifying inmate calling rates. At no time during the term of the contract will the contractor vary from these rates without the explicit written authorization from the State of Utah."

4.6.1 Item #13: "Any deviation from the rate and commission rules specified in this RFP shall be cause for immediate contract default. Such a default may include one, or all, of the following consequences:

- a. Contract termination
- b. Mandatory refunding of any/all overcharges to the billed party
- c. Forfeiture of performance bond"

4.6.4: "Without exclusion or exception, commission revenue must be computed and paid on any and all inmate telephone call charge(s), rate(s) and/or cost element(s)."

Mandatory: Acknowledge your understanding of and confirm your agreement with this Item #2 requirement (you cannot take exception to this requirement).

FSH Communications Understands and complies with the statements in Item #2 without exception

Item #3:

As part of this BAFO, you must redo "Attachment VI - Call Cost and Commission Calculation" (attached) in compliance with the clarification instructions (language) contained in this BAFO. Your completion and submission of Attachment VI, as required by BAFO #4, will supersede the Attachment VI that you submitted in response to the original RFP, BAFO #1 and/or BAFO #2 (BAFO #3 does not apply since it was cancelled).

Your BAFO #4 commission rate offer must take into consideration that the Draper Prison and the Central Utah Correctional Facility (CUCF) - Gunnison inmate communication systems/service includes voice print technology, or an alternative, UDC approved, bio-based verification system. As part of this BAFO, you may adjust your commission rate offer.

Mandatory: Complete (fill in) Attachment VI (attached) in its entirety; the below information must be provided (filled in); if any of these entries are left blank, then you will be disqualified:

- o the spreadsheet (yellow cells)
- o the \$ ____ entries
- o the ____% entries

Be aware, you will be disqualified if you:

- o leave blank any: spreadsheet (yellow cells); \$ ____ entries; ____% entries
- o qualify your response to, or take exception with, Attachment VI in any way (Note 1)
- o fail to complete and return Attachment VI by noon on Tuesday, April 15, 2008

Note 1: The only permissible "qualification" (exception), more a "clarification", may be your need to clarify your payphone-related cost information, e.g., any/all payphone local and long distance cost(s). If evaluators require such information to clearly understand your payphone-related call cost(s), then provide such information.

Provide your responses to the mandatory Item numbers 1 and 2 "Acknowledge your understanding of and confirm your agreement" statements, and provide your redo of Attachment VI to Debbie Gundersen by reply e-mail: DGUNDERSEN@utah.gov
Please let me know if you require any additional information

FSH Communications Response

BAFO #4 - Inmate Communication Systems/Service RFP DG8013

FSH Communications Understands and complies with the statements in Item #3 without exception and has resubmitted Attachment VI Call Cost and Commission Calculation as part of our response to BAFO#4

Dale Cherrington
Account Executive
FSH Communications LLC

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Offerors must complete (fill-in) the "Proposed Commission Rate (%)" column (yellow cells). Offerors who fail to do so will be removed from further evaluation/award consideration.

Do not, under any circumstance, alter the format, formulas, rates, minute/message quantities (or whatever) of this spreadsheet. Again, you need only fill-in the "Proposed Commission Rate (%)" column (yellow cells).

Inmate Collect or Advance Pay

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$3.15	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.80	\$0.12					50.00%
Intra-State	\$2.80	\$0.12					50.00%
Inter-State	\$3.00	\$0.45					50.00%

Inmate Debit or Pre-Paid Card

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$2.50	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	50.00%
Intra-Lata	\$2.25	\$0.10					50.00%
Intra-State	\$2.25	\$0.10					50.00%
Inter-State	\$2.55	\$0.35					50.00%
Mexico	\$2.55	\$0.75					50.00%
All Other Countries	\$3.55	\$1.00					50.00%

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Inmate Collect or Advance Pay Assumption: Going forward, 80% of the calls placed during a 12-month period will be Inmate Collect or Advance Pay. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	2,889,497	129,269	22.35	\$3.15	N/A	50.00%	\$203,598.36
Intra-Lata	2,854,122	136,927	20.84	\$2.80	\$0.12	50.00%	\$362,945.38
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Inter-State	521,345	28,618	18.22	\$3.00	\$0.45	50.00%	\$160,228.98
Inmate Collect or Advance Pay Total =							\$726,983.42
Inmate Debit or Pre-Paid Card Assumption: Going forward, 20% of the calls placed during a 12-month period will be Inmate Debit or Pre-Paid Card. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
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All Other Countries	1,214	55	22.07	\$3.55	\$1.00	50.00%	\$704.63
Inmate Debit or Pre-Paid Card Total =							\$147,262.15
Inmate Collect or Advance Pay Total =							\$726,983.42
Inmate Debit or Pre-Paid Card Total =							\$147,262.15
12-Month Grand Total =							\$874,245.57

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems

1) Offerors must state their proposed "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" commission rate. 43%

Payphone (Electronic Payphone)

Payphones (electronic payphones) can only be used at State of Utah, Department of Corrections facilities, e.g., Community Correctional Centers, Adult Probation & Parole locations, the Salt Lake Transition Facility, the Fred House Training Academy and in public-access (administrative) areas at any UDC site.

1) Offerors must state their proposed payphone call cost. \$.50 Local flat rate long distance 4 minutes for \$1.00 (delineate/explain as needed)
2) Offerors must state their proposed payphone commission rate. 38%

Remarks:

1) The successful contractor cannot decrease their proposed commission rates (large correctional facilities, small correctional facilities and/or payphone) at any time throughout the term of the contract without the State's approval.

2) The successful contractor cannot increase their proposed payphone call cost at any time throughout the term of the contract without the State's approval.

3) "Attachment VI - Call Cost and Commission Calculation" will yield 250 of the 300 possible "Commission Rate(s)" evaluation points. Attachment VI evaluation points (250 possible) will be awarded as follows:

- "Inmate Collect or Advance Pay" and "Inmate Debit or Pre-Paid Card"; large correctional facilities (≥ 500 inmates) served by premise-based communication systems - 200 points
- "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" - 40 points
- "Payphone (Electronic Payphone)" - 10 points

Two hundred (200) evaluation points have been assigned to "large correctional facilities (≥ 500 inmates) served by premise-based communication systems" because that reflects the State's (UDC) reality with the Draper Prison housing approximately 4,000 inmates and the Central Utah Correctional Facility (Gunnison) housing approximately 1,500 inmates. Maximum Attachment VI evaluation points (250 possible) will be assigned to the offeror whose proposed inmate (large and small correctional facilities) and payphone commission rates yield the highest inmate/payphone commission payments and the lowest payphone call cost. All other offerors will be assigned Attachment VI evaluation points in proportion to the offeror with the highest inmate/payphone commission payments and the lowest payphone call cost. The balance of "Commission Rate(s)" evaluation points (50 possible) are assigned to paragraphs 4.6.2, 4.6.3 and 4.6.5.

4) Total call cost is before federal, state and local taxes.

5) Per minute rates do not/cannot include mileage and/or time-of-day variations.



Debbie Gundersen C.P.M.
Purchasing Agent
Division of Purchasing
State of Utah

April 24, 2008

Dear Ms. Gundersen,

Attached herein is FSH Communications response to the State of Utah's request for a 5th Best and Final Offer (BAFO) - Solicitation DG8013, to include Inmate Comm. RFP DG8013 Attachment IV.

Our first BAFO included Voice Print Technology and no changes were required at that time. The optional features we offered in our RFP response are either available at no additional charge or would require additional information in order to put together a pricing plan.

As requested, we are submitting our response and agreement to the specific requirements stated in the State's BAFO # 5 as follows.

Item #1:

To clarify any misinformation, false assumptions and/or confusion between the State and offerors regarding the inmate communication systems/service that must be implemented by the successful contractor to serve the needs of UDC inmates located at the Draper Prison and at the Central Utah Correctional Facility (CUCF) - Gunnison, be aware that the communication systems/service installed by the successful contractor must include voice print technology, or an alternative, UDC approved, bio-based verification system. Commission/cost scoring will not take into account value-added enhancements and/or "new" technologies over and above voice print technology, or an alternative, UDC approved, bio-based verification system.

Mandatory: Acknowledge your understanding of and confirm your agreement with the State's requirement that the communication systems/service installed by the successful contractor at Draper and at Gunnison must include voice print technology, or an alternative UDC approved bio-based verification system. You cannot take exception to this requirement.

FSH Communications Response:

Understands and agrees with the requirements in Item #1 without exception.

Item #2:

As stated in paragraph 4.6.1, "The State of Utah is interested in reducing inmate call costs. To that end, the State has defined call rates. The rates cannot be increased at any point during the six-year term of the contract unless the State (UDC) chooses to do so."

BAFOs #3 and #4 were cancelled because of the need to better communicate the State's position regarding the "Payphone Usage Charge", also known as "Payphone Surcharge" and/or "Pay Telephone Surcharge". Only "Payphone Usage Charge" will be used throughout the remainder of this BAFO. Be aware that "Payphone Surcharge" and/or "Pay Telephone Surcharge" are synonymous with "Payphone Usage Charge".

The "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" and the "Maximum Per Minute Rate Charge" delineated in the below table cannot be increased at any point during the six-year term of the contract unless the State (UDC) chooses to do so.

Explain / Describe / Answer the following:

a. Do you charge (assess) the "Payphone Usage Charge"?

FSH Communications Response:

FSH contracts with Qwest Communications to carry all local and intraLata (in-state) call traffic. Qwest incorporates the Payphone Usage Charge as part of the amount billed for calls placed from the inmate phone system and not as a separate charge. FSH currently contracts with ILD to carry all interLata (long distance) call traffic. FSH may or may not continue with ILD as the contracted carrier if FSH is the successful bidder. The payphone usage charge (if charged) will be included as part of the billed charges as required by the State of Utah.

If there is any change to FSH's contracted call traffic providers we will 1) notify the State in advance of any change to obtain their consent; and 2) any change in carrier will NOT change the mandated call rates.

b. If so, do you include the "Payphone Usage Charge" as part of the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)"?

FSH Communications Response:

As described above the "Payphone Usage Charge" is included as part of the Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)".

c. If the answer to b. is "No", then do you charge (assess) the "Payphone Usage Charge" over and above (in addition to) the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)"?

FSH Communications Response:

Not applicable. Please refer to our answers to 'a.' and 'b.' above.

Be Aware: If you charge the "Payphone Usage Charge" over and above (in addition to) the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)", then the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" must be reduced so that the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" plus your "Payphone Usage Charge" does not exceed the following:

Inmate Collect or Advance Pay:

Local = \$3.15; Intra-Lata = \$2.80; Intra-State = \$2.80; Inter-State = \$3.00

Inmate Debit or Pre-Paid Card:

Local = \$2.50; Intra-Lata = \$2.25; Intra-State = \$2.25; Inter-State = \$2.55; Mexico = \$2.55; All Other Countries = \$3.55

For Example: If you charge the "Payphone Usage Charge" over and above (in addition to) the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" and if (for example) your "Payphone Usage Charge" equals \$.57 per call, then the "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" for an "Inmate Collect or Advance Pay" Local call would be \$2.58 (\$3.15 - \$.57 = \$2.58).

Note: The column heading in the below table that now reads "Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)" use to read "Connect Rate" in the original RFP and in BAFOs #3 and #4.

<u>Inmate Collect or Advance Pay</u>	<u>Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)</u>	<u>Maximum Per Minute Rate Charge</u>
Local	\$3.15	No Local Message Charge
Intra-Lata	\$2.80	\$0.12
Intra-State	\$2.80	\$0.12
Inter-State	\$3.00	\$0.45

<u>Inmate Debit or Pre-Paid Card</u>	<u>Maximum Call Charge (Excluding the Associated Per Minute Rate Charge)</u>	<u>Maximum Per Minute Rate Charge</u>
Local	\$2.50	No Local Message Charge
Intra-Lata	\$2.25	\$0.10
Intra-State	\$2.25	\$0.10
Inter-State	\$2.55	\$0.35
Mexico	\$2.55	\$0.75
All Other Countries	\$3.55	\$1.00

To emphasize the importance of reducing inmate call costs (holding the line on inmate call costs), paragraph 4.6.1 Item #13 states: "Any deviation from the rate and commission rules specified in this RFP shall be cause for immediate contract default. Such a default may include one, or all, of the following consequences:

- a. Contract termination
- b. Mandatory refunding of any/all overcharges to the billed party
- c. Forfeiture of performance bond"

Mandatory: Explain/describe/answer the above Item #2 questions/issues. Acknowledge your understanding of and confirm your agreement with the statements and requirements contained in Item #2. You cannot take exception to Item #2 statements, requirements and/or specifications.

FSH Communications Response:

FSH understands and agrees with the statements in Item #2 without exception. The rates charged by FSH include the payphone usage charge and will not exceed the rates as specified in Item #2.

Item #3:

BAFO #3 erroneously stated, "Point of Clarification: Commission need not be paid on the "Payphone Usage Charge", also known as "Payphone Surcharge" and/or "Pay Telephone Surcharge". In fact, commission must be paid on the "Payphone Usage Charge".

Mandatory: Acknowledge your understanding of and confirm your agreement with the State's requirement that commission must be paid on the "Payphone Usage Charge". You cannot take exception to this requirement.

FSH Communications Response:

FSH understands and agrees with the statements in Item #3 without exception.

FSH has always paid commission on the Payphone Usage Charge revenue and will continue to do so if FSH is the successful bidder.

Item #4:

As part of this BAFO, you must redo "Attachment VI - Call Cost and Commission Calculation" (attached) in compliance with the clarification instructions (language) contained in this BAFO. Your completion and submission of Attachment VI, as required by this BAFO, will supersede the various Attachment VI that you submitted in response to the original RFP, BAFO #1 and/or BAFO #2 (BAFOs #3 and #4 do not apply since they were cancelled).

Your BAFO #5 commission rate offer must take into consideration that the Draper Prison and the Central Utah Correctional Facility (CUCF) - Gunnison inmate communication systems/service includes voice print technology, or an alternative, UDC approved, bio-based verification system. As part of this BAFO, you may adjust your commission rate offer.

Mandatory: Complete (fill in) Attachment VI (attached) in its entirety; the below information must be provided (filled in). If any of these entries are left blank, then you will be disqualified:

- the spreadsheet (yellow cells)
- the \$ ____ entries
- the ____% entries

Be aware, you will be disqualified if you:

- leave blank any spreadsheet (yellow cells), \$ ____ entries and/or ____% entries
- qualify your response to, or take exception with, Attachment VI in any way (Note 1)
- fail to complete and return Attachment VI by noon on Tuesday, April 29, 2008

Note 1: The only permissible "qualification" (exception), more a "clarification", may be your need to clarify your payphone-related cost information, e.g., any/all payphone local and long distance cost(s). If evaluators require such information to clearly understand your payphone-related call cost(s), then provide such information.

Provide your answers, responses, etc. to the above mandatory items and provide your redo of Attachment VI to Debbie Gundersen by reply e-mail: DGUNDERSEN@utah.gov

FSH Communications Response:

FSH understands and agrees with the statements in Item #4 without exception. As part of our response FSH is resubmitting the "Attachment VI – Call Cost and Commission Calculation".

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Offerors must complete (fill-in) the "Proposed Commission Rate (%)" column (yellow cells). Offerors who fail to do so will be removed from further evaluation/award consideration.

Do not, under any circumstance, alter the format, formulas, rates, minute/message quantities (or whatever) of this spreadsheet. Again, you need only fill-in the "Proposed Commission Rate (%)" column (yellow cells).

Inmate Collect or Advance Pay

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$3.15	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	55.00%
Intra-Lata	\$2.80	\$0.12					55.00%
Intra-State	\$2.80	\$0.12					55.00%
Inter-State	\$3.00	\$0.45					55.00%

Inmate Debit or Pre-Paid Card

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$2.50	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	55.00%
Intra-Lata	\$2.25	\$0.10					55.00%
Intra-State	\$2.25	\$0.10					55.00%
Inter-State	\$2.55	\$0.35					55.00%
Mexico	\$2.55	\$0.75					55.00%
All Other Countries	\$3.55	\$1.00					55.00%

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Inmate Collect or Advance Pay Assumption: Going forward, 80% of the calls placed during a 12-month period will be Inmate Collect or Advance Pay. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	2,889,497	129,269	22.35	\$3.15	N/A	55.00%	\$223,958.20
Intra-Lata	2,854,122	136,927	20.84	\$2.80	\$0.12	55.00%	\$399,239.91
Intra-State	1,570	83	18.88	\$2.80	\$0.12	55.00%	\$231.77
Inter-State	521,345	28,618	18.22	\$3.00	\$0.45	55.00%	\$176,251.88
Inmate Collect or Advance Pay Total =							\$799,681.76
Inmate Debit or Pre-Paid Card Assumption: Going forward, 20% of the calls placed during a 12-month period will be Inmate Debit or Pre-Paid Card. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.							
Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Based Upon Total Call Cost
Local	722,374	32,317	22.35	\$2.50	N/A	55.00%	\$44,436.15
Intra-Lata	713,530	34,232	20.84	\$2.25	\$0.10	55.00%	\$81,606.02
Intra-State	393	21	18.88	\$2.25	\$0.10	55.00%	\$47.33
Inter-State	130,336	7,154	18.22	\$2.55	\$0.35	55.00%	\$35,123.76
Mexico	***	***	***	\$2.55	\$0.75	55.00%	***
All Other Countries	1,214	55	22.07	\$3.55	\$1.00	55.00%	\$775.09
Inmate Debit or Pre-Paid Card Total =							\$161,988.36
Inmate Collect or Advance Pay Total =							\$799,681.76
Inmate Debit or Pre-Paid Card Total =							\$161,988.36
12-Month Grand Total =							\$961,670.12

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems

1) Offerors must state their proposed "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" commission rate. 45 %

Payphone (Electronic Payphone)

Payphones (electronic payphones) can only be used at State of Utah, Department of Corrections facilities, e.g., Community Correctional Centers, Adult Probation & Parole locations, the Salt Lake Transition Facility, the Fred House Training Academy and in public-access (administrative) areas at any UDC site.

1) Offerors must state their proposed payphone call cost. \$.50 Local flat rate long distance 4 minutes for \$1.00

2) Offerors must state their proposed payphone commission rate. 45 %

Remarks:

1) The successful contractor cannot decrease their proposed commission rates (large correctional facilities, small correctional facilities and/or payphone) at any time throughout the term of the contract without the State's approval.

2) The successful contractor cannot increase their proposed payphone call cost at any time throughout the term of the contract without the State's approval.

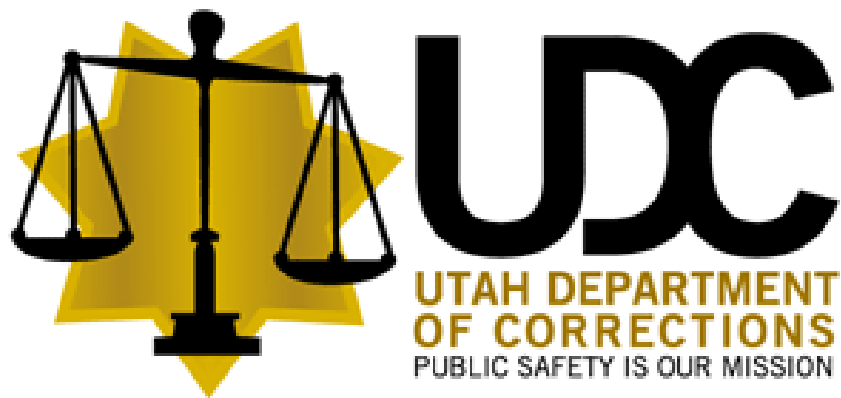
3) "Attachment VI - Call Cost and Commission Calculation" will yield 250 of the 300 possible "Commission Rate(s)" evaluation points. Attachment VI evaluation points (250 possible) will be awarded as follows:

- "Inmate Collect or Advance Pay" and "Inmate Debit or Pre-Paid Card"; large correctional facilities (≥ 500 inmates) served by premise-based communication systems - 200 points
- "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" - 40 points
- "Payphone (Electronic Payphone)" - 10 points

Two hundred (200) evaluation points have been assigned to "large correctional facilities (≥ 500 inmates) served by premise-based communication systems" because that reflects the State's (UDC) reality with the Draper Prison housing approximately 4,000 inmates and the Central Utah Correctional Facility (Gunnison) housing approximately 1,500 inmates. Maximum Attachment VI evaluation points (250 possible) will be assigned to the offeror whose proposed inmate (large and small correctional facilities) and payphone commission rates yield the highest inmate/payphone commission payments and the lowest payphone call cost. All other offerors will be assigned Attachment VI evaluation points in proportion to the offeror with the highest inmate/payphone commission payments and the lowest payphone call cost. The balance of "Commission Rate(s)" evaluation points (50 possible) are assigned to paragraphs 4.6.2, 4.6.3 and 4.6.5.

4) Total call cost is before federal, state and local taxes.

5) Per minute rates do not/cannot include mileage and/or time-of-day variations.



**Request for Proposal to Provision
Inmate Communications Systems / Service for the
State of Utah**

Proposal Response Respectfully Submitted By:



Dale Cherrington, Account Executive
2608 Terah Maria Drive • Taylorsville, UT 84118

February 27, 2008

The information contained in this proposal is proprietary in nature and should be disclosed only to those individuals within the State of Utah (UDC) who have a need to know. This proprietary information should not be disclosed outside of UDC or FSH Communications, LLC without the prior written consent of FSH Communications, LLC.



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Attachments

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Attachment II	Inmate/Payphone Minutes, Messages, Revenue & Commissions
Attachment III	Draper Grade of Service
Attachment IV	Gunnison Grade of Service
Attachment V	Utah Lata Map
Attachment VI	Call Cost and Commission Calculation
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Exhibits

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- Standard System Reports
- Implementation Plan
- Operating Plan
- Standard FSH Contract
- Equipment Brochures



February 27, 2008

Ms. Debbie Gundersen
Purchasing Officer
State of Utah Purchasing Department
State Office Building, Room 3150
Salt Lake City, Utah 84114



Ms. Gundersen,

FSH Communications is pleased to provide the State of Utah and Utah Department of Corrections with this response for the provisioning of Inmate Communications Systems / Service **RFP DG8013(2008)**. FSH Communications (which purchased the pay telephone and inmate telephone assets of Qwest Communications in 2004) continues a tradition of providing outstanding service to our public pay phone and inmate phone customers, including the State of Utah and Utah Department of Corrections (UDC), where we have provided uninterrupted service, as Qwest Communications and now as FSH since 1979. As the current provider of *the inmate telephone system* at UDC and many Counties, FSH Communications is keenly aware of the variety of requirements necessary to insure the safety and security of UDC employees, inmates, and citizens of the State of Utah.

In order to provide the most comprehensive combination of inmate products and services available, FSH Communications has enlisted the support of our technology partner, Value-Added Communications (VAC), in responding to this request for proposals. VAC is recognized around the country as a leader in inmate telecommunications technology and innovation, and jointly our companies are offering a solution that not only meets, and often exceeds, the UDC requirements listed in the RFP but is already installed and in place at UDC and County facilities! The VAC platform consists of the latest technology, is scalable to UDC's future needs, and is quite intuitive for the user regardless of their computer skill level. FSH commits to insuring UDC's complete satisfaction in all aspects of our offered services!

Should any member of the evaluation committee have questions regarding the products and services listed in this proposal, please don't hesitate to contact FSH Account Executive Dale Cherrington at 801-969-6399, Fax (801)-963-2308 or FSH Sales Director Dana Alixander (206) 431-4820 Fax (206) 244-6340 or via email at dale.cherrington@fshcommunications.com, dana.alixander@fshcommunications.com

On behalf of FSH Communications and our technology partner, Value-Added Communications, thank you for the opportunity to submit this proposal. We look forward to working closely with you to provide UDC with the finest public pay phones and inmate communications systems and services available today.

Sincerely,

Steven Loggans
Vice President – General Manager
FSH Communications

Letter of Transmittal



Executive Summary

FSH Communications (formerly the Public and Corrections Telephone business unit of Qwest Communications) is pleased to respond to the State of Utah's request for proposal for the provisioning of premise-based inmate communications systems and service (inmate system) for the Utah Department of Corrections (UDC) at Utah State Prison (USP), Central Utah Correctional Facility (CUCF); as well as provisioning public pay phones at various Community Correctional Centers (CCC) located throughout the State of Utah.

FSH Communications presently provides the inmate communications systems and service to the facilities listed above as well as many other Counties within the State. We have the distinction of listing *Utah Department of Corrections as one of our Premier Accounts*, an account that we proudly note when asked by others for references. FSH Communications is the only company responding to this bid whose primary business involves not only inmate communications systems but also public telephones as used at the State's CCC.

FSH Communications has provided inmate telephone service to the UDC facilities for several years. We have been known by many names, Mountain Bell, U S WEST, Qwest Communications and now as FSH Communications. Although we have been known under different names our dedication to providing *premier* inmate phone systems that meets UDC's unique functional and security requirements has not changed.

Although the name of our company has changed over the years the FSH employees that provide account management, service, installation and business office services have not changed. The current Salt Lake City-based Account Executive, Operations Director, Service Forman, and Repair Technicians; along with the Portland-based Business Office Manager have all been involved with the UDC account since the days we were known as "Mountain Bell". No other company responding to the State of Utah's RFP has the proven, consistent and experienced local resources available as does FSH Communications. Clearly FSH retains dedicated staff who are excited to serve UDC every day!

As the name of our company has evolved, the premised based inmate phone equipment provided by FSH Communications has evolved as well. We installed an upgraded inmate phone system in 2006 at both UDC facilities. The previous RFP required that; *"the successful offeror to offer to UDC new (proven) technology that could enhance inmate -line systems / services. . ."* FSH has demonstrated their ability and willingness to meet this requirement with the September 2006 complete change-out to a new inmate phone system platform!

The current installed FSH Communications' inmate phone system is presently configured to meet and exceed all of the requirements requested by the State of Utah's RFP and *with the selection of FSH Communications the State will continue to enjoy:*

- An inmate phone system, including heavy-duty inmate telephones, completely tested and in place;
- Trained UDC staff familiar with an inmate system designed for improved access for live monitoring and investigative tools;
- Collaborative relationship with a provider who listens and responds to staff suggestions and needs in a timely manner, and without cost or reduction in any service parameter;
- Inmate telephones already in place with no need of replacement or disruption of the daily prison activities;
- Fully trained system administrators that are employees of FSH Communications and familiar with UDC security requirements and investigative requirements;
- Inmate call records and recordings for the past 12 months including established inmate call lists, voice print recordings, blocked call lists and established privileged attorney call lists;



- A Salt Lake City-based account management team that has been in place for over 20 years!

The current inmate phone system not only meets the state’s current requirements but is also adaptable for the state’s future growth and needs. The current inmate phone system has received several software upgrades and unique to the State customer-driven changes during the past eight months all without cost to UDC or the State of Utah. With further UDC facility growth underway, FSH is currently prepared and ready to implement expansion of its systems and phones to ensure operational excellence from Day One!

The following list details just some of the technology upgrades provided to the Utah Department of Corrections with the installation of the current FSH Communication provided system in September of 2006. Several of these upgrades are specific to UDC for which no-cost engineering and software development was provided.

➤ **Automated interface with UDC’s “O Track” system.**

As inmates are added or released from UDC’s O-Track system the inmate phone system is upgraded on an hourly basis. This feature insures that new inmates are added to the phone system quicker and inmate pin numbers are deactivated as soon as they are released transferred to another facility or are temporarily away from their housing unit. All call records and recordings remain easily accessible to UDC’s investigators.

➤ **Inmate’s telephone call records and PIN’s tied to Living unit**

The new inmate phone system now in place only allows an inmate to place collect calls from their assigned living unit. Once an inmate is transferred to a different living unit his PIN is deactivated from any collect calls except for his assigned living area. This feature, along with voice print technology, prevents an inmate from placing collect calls using another inmate’s pin number.

➤ **Improved monitoring of collect calls**

The inmate phone system now allows UDC personnel with approved access to monitor live phone calls from any of the computers attached to the UDC internal computer system. Monitoring personnel can now monitor non-privileged calls with access to the name of the inmate placing the call, the dialed number, and the inmate’s housing location and phone location. UDC personnel also have the ability to attach notes to calls for the use of follow up by UDC investigators.

A further upgrade is the ability of UDC investigators to monitor live calls at CUCF or UDC all without impacting the State’s internal computer network. All monitoring of live calls is tracked by the username of the person monitoring the call. FSH maintains a positive collaborative working relationship with the State’s information technology group which insures full and complete security of the system and its access.

➤ **Onsite System Administration and Repair**

FSH Communications provides two full time site administrators that are *full time employees of FSH Communications* and available for repair of inmate phones, administration of the inmate phone system, and assists with phone calls from the public. Previously the on site system administrators were employed by the equipment provider and were limited to operating the inmate phone system. FSH Communications can now respond to repair problems without the delay involved with dispatching a repair technician.

➤ **Integrated inmate phone system**

The inmate phone system in place at USP and CUCF is completely integrated. As inmates are transferred from one facility to the other, inmates call records are transferred via the “O-Track system” allowing for an inmate’s call records and call history to be transferred from the CUCF facility to USP along with any notes from ongoing investigations from one investigator available to investigators at the other facility. Live monitoring is also available between facilities.



A recent upgrade allows the site administrators at UDC the ability to access calls at the Salt Lake County Metro Jail. This feature is also available for the UDC investigators upon request. Access and integration between jurisdictions support timely investigations and has often resulted in criminal activity being stopped before it occurs, as well as the apprehension and subsequent indictment of others who were involved in criminal enterprises which went undetected previously.

➤ **Proven Account Management and Technology**

As stated previously, FSH Communications highly values our long relationship with the State of Utah and Utah Department of Corrections. In fact, we are proud to list the State and UDC jointly as part of our premier references.

We also include as premier references the other County Sheriff's departments that have chosen to participate as part of the statewide bid. Currently Salt Lake County Sheriff's Department, Utah County Sheriffs Department, and Box Elder County Sheriff's Department participate in the State's statewide contract. Please call upon these references to verify the account management and service available from FSH Communications.

FSH Communications also provides inmate phone service to Washington County, Summit County, Beaver County, and Iron County Sheriff's offices, under separate contracts. We invite the State of Utah and UDC to contact any of the above listed accounts.

FSH is also pleased to provide our Confidential Financial Data containing the required financial information. The data has been marked confidential and has been provided by FSH's Chief Financial Officer under a separate sealed document. Due to the highly confidential nature of this information, FSH respectfully requests that it is not disseminated widely within UDC, but only to those on the review panel. Any request for this information, outside UDC's staff, should be directed to FSH.



Be aware of a time sensitive requirement; specifically, please refer to paragraph “1.3 Schedule of Events” and paragraph “2.8 Site Walk-Throughs”. You must register for the site walk-throughs no-later-than 1-18-2008 by 2:00 PM.

Be aware that site walk-throughs at the Main Prison - Draper and at the Central Utah Correctional Facility (CUCF) - Gunnison are not mandatory. However, prospective offerors are encouraged to attend because several physical space issues exist which may pose challenges that are best understood when seen firsthand. Be aware, if the only prospective inmate service offeror(s) who register for the site walk-throughs are those who attended the site walk-throughs held April 3, 2007 as part of the last RFP (DG7519), then site walk-throughs will not be held as part of this RFP. Site walk-throughs will be held only if prospective offerors who did not attend the April 3, 2007 walk-throughs register no later than 1-18-2008 by 2:00 PM. This is not to say that offeror(s) who attended the April 3, 2007 cannot attend the next round of walk-throughs, if they take place; they can attend if they choose to do so.

To facilitate out-of-state prospective offerors having to make travel arrangements (or not), the State (UDC) will confirm whether or not site walk-throughs will be held through RFP Depot no-later-than 1-22-2008 (Site Walk-Through Confirmation).

Section 1. Project Intent

1.1 Summary Statement

The State of Utah is soliciting proposals for the provisioning of premise-based inmate communication systems/service for the Utah Department of Corrections (UDC) at: Utah State Prison - Draper, Central Utah Correctional Facility (CUCF) - Gunnison and various Community Correctional Centers (CCCs), e.g., Bonneville, Fremont, Northern Utah and Orange Street. The contractor must provide inmate communications (telephone) service at all UDC facilities regardless of size and/or revenue opportunity. Service requirements at UDC facilities other than Draper and Gunnison are less sophisticated, such requirements are delineated in para 3.1.

Note: “Inmate communication systems/service” will hereafter, in most cases, be referred to simply as “inmate system”.

The State of Utah must be paid commission on all: local calls, intra-lata long distance calls, intra-state long distance calls, inter-state long distance calls and/or international long distance calls that originate from any/all offeror provided inmate telephones and/or pay telephones that are located at any/all UDC site(s). The boundary of Utah’s largest Lata mirrors the state boundary with the exception of the extreme southeast corner of the state which is its own Lata. Utah is, in fact, a two Lata state. However, most of the state is located within the larger of the two Latas; refer to: “Attachment V - Utah Lata Map”.

UDC is interested in acquiring an "intelligent", database inmate system that can meet Corrections' unique functional and security requirements.



The successful offeror will be awarded a “statewide” contract. As such, the contractor must agree to provide their inmate system to all political subdivisions located within Utah, e.g., cities, counties and private correctional facilities contracting to government agencies under the same terms and conditions as outlined in this RFP. Political subdivisions must be extended the same service/support levels (see Note 1), not to exceed call costs (defined by the State of Utah in this RFP) and contract terms that are extended to the State of Utah (UDC). Note 1: with the exception that county jails historically have not required contractor provided site administrators as are required at the Utah State Prison - Draper and at the Central Utah Correctional Facility (CUCF) - Gunnison because, unlike UDC, county jails do not typically allow for inmate calling lists, the establishment and maintenance of which is extremely labor-intensive. Offerors may offer different commission rates for each of the following: large correctional facilities (≥ 500 inmates) served by premise-based communication systems; small correctional facilities (< 500 inmates) served by premise-based communication systems, and small correctional facilities (< 150 inmates) served by payphones, e.g., State of Utah - Community Correctional Centers, Adult Probation & Parole offices, the Fred House Training Academy and the Salt Lake Transition Facility; refer to “Attachment IX - Commission Rate Offer”.

Most, if not all, of Utah's 25 county jails (see below list) are served by premise-based inmate communication systems. No county jail, not even the very smallest, is served by payphones.

Counties with Jails (includes number of inmates):

- | | |
|----------------------|--------------------|
| 1) Salt Lake - 2,000 | 14) Daggett - 110 |
| 2) Weber - 1,210 | 15) Garfield - 110 |
| 3) Davis - 776 | 16) Uintah - 104 |
| 4) Utah - *566 | 17) San Juan - 103 |
| 5) Washington - 460 | 18) Summit - 103 |
| 6) Beaver - 400 | 19) Emery - 96 |
| 7) Cache - 360 | 20) Wasatch - 90 |
| 8) Duchesne - 220 | 21) Carbon - 85 |
| 9) Iron - 186 | 22) Juab - 64 |
| 10) Sevier - 184 | 23) Grand - 50 |
| 11) Box Elder - 164 | 24) Sanpete - 44 |
| 12) Millard - 115 | 25) Kane - 22 |
| 13) Tooele - 112 | |

* The inmate population of the Utah County Sheriff's Office is scheduled to (approximately) double in March 2008.

Counties without Jails:

- 1) Morgan
- 2) Piute
- 3) Rich
- 4) Wayne



No requirement exists for political subdivisions that choose to use the contract that results from this RFP, e.g., county jails, to house UDC inmates.

Be aware, political subdivisions are eligible, but are not required, to acquire an inmate system/service under the State’s contract. The State has no “future” knowledge of political subdivisions’ interest in utilizing the State’s inmate communications contract. The State cannot guarantee, nor can it estimate political subdivisions’ use of the contract that results from this RFP. Political subdivisions, should they choose to use the State’s contract must deal directly with the successful contractor. As of January 2007, the political subdivisions that are using the State’s existing inmate communications contract AR1445 follow:

- Box Elder County Sheriffs’ Office
- Duchesne County Sheriffs’ Office
- Salt Lake County Sheriffs’ Office
- Utah County Sheriffs’ Office

FSH Response:
Accept and Comply.

FSH has thoroughly reviewed the State of Utah’s (UDC) Inmate Communication Systems / Services Summary Statement and intends to satisfy and exceed UDC’s requirements as set forth in the RFP. FSH has read and understands the project description and will comply with the scope of work requirements and the overall objectives of the proposal.

1.2 Issuing Office and Project Manager

This RFP is issued by the State of Utah, Department of Administrative Services (DAS) - Division of Purchasing for the Department of Corrections. The award of this RFP will result in a State Cooperative Contract allowing cities, counties, towns and school districts to purchase from the contract under the same terms.

Division of Purchasing

Address: State Office Building, Room 3150
Salt Lake City, Utah 84114
Purchasing Officer: Debbie Gundersen
Telephone: (801) 538-3150
Fax: (801) 538-3882
E-mail: DGUNDERSEN@utah.gov

Department of Corrections

Address: 14717 Minuteman Drive
Draper, Utah 84020



Project Manager: David Worthington
 Telephone: (801) 545-5806
 Fax: (801) 545-5564
 E-mail: dworthin@utah.gov

The Purchasing Officer and the Project Manager are the sole points of contact for purposes of this RFP.

FSH Response:
 Accept and Comply.

FSH understands that the Purchasing Officer and Project Manager are the sole points of contact for the purposes of this RFP.

1.3 Schedule of Events

Site Walk-Through Registration	2:00 PM; 1-18-2008	
Site Walk-Through Confirmation	1-22-2008	
If held - Site Walk-Through @ CUCF, Gunnison	9:00 AM; 1-30-2008	If held - Site
Walk-Through @ Draper Prison	2:00 PM; 1-30-2008	
Deadline for receipt of questions.....	10:00 AM; 2-8-2008	
Response to questions issued as an addendum	5:00 PM; 2-15-2008	
Proposals Due	3:00 PM ; 2-27-2008	
Oral Presentations (at the request of UDC)	TBD	

Notes:

- 1) To facilitate out-of-state prospective offerors having to make travel arrangements (or not), the State (UDC) will confirm whether or not site walk-throughs will be held through RFP Depot no-later-than 1-22-2008 (Site Walk-Through Confirmation).
- 2) If held, the Gunnison site walk-through will begin promptly at 9:00 AM. Be aware, Gunnison is located 140 miles south of Salt Lake City - allow sufficient travel time.

FSH Response:
 Accept and Comply.

FSH understands the Schedule of Events for the purposes of this RFP. FSH registered and attended the site walk-throughs conducted at CUCF and USP (Draper Prison).

1.4 Submission of Proposals

The Division of Purchasing must receive proposals no later than **3:00 PM** on the date and time specified in para 1.3 (**no exceptions**). An original and five (5) copies of each proposal (both paper **and** diskette) must be submitted. Proposals may be modified or withdrawn at any time prior to the deadline for submission.



FSH Response:
Accept and Comply.

FSH understands the Submission of Proposals instructions for the purposes of this RFP.

1.5 Contract Period

The contract will begin upon the approval of the appropriate State authority with an initial three-year term, renewable for a subsequent two-year term followed by a final one-year term (six potential total years; 3+2+1 = 6). Renewals will be based upon performance reviews carried out by UDC to verify that the contractor is fulfilling the contract terms and that UDC' needs are being met.

Renewal terms will be subject to mutual agreement with specific exceptions, e.g., not to exceed call rates (costs) cannot be increased throughout the (potential) six-year contract term unless the State chooses to do so.

The contractor will be required to successfully demonstrate acceptable compliance to the RFP stipulations over a probationary period of twelve months. If documented problems cannot be resolved by the end of this twelve month period, then UDC reserves the right to cancel the inmate communications contract and to subsequently re-solicit for new proposals. Under no circumstance would the incumbent contractor whose contract was canceled be allowed to subsequently submit (resubmit) a proposal.

FSH Response:
Accept and Comply.

FSH understands the Contract Period of this RFP.

1.6 Commission Revenue Guarantee

The contractor's proposed commission revenue percentage cannot be reduced during the term of the contract unless mutually agreed upon by the contractor and an authorized State representative. If industry commission revenue percentages trend upward during the term of the contract, then the contractor must agree to pass on such increase(s) to the State. If during the term of the contract, UDC requests the implementation of enhancements, technologies, etc. that are associated with the inmate system, e.g., voice recognition, video imaging, commissary systems, video visitation, video arraignment, e-mail correspondence, Data Mining Intelligence Software (this software could be acquired by UDC and overlaid on the inmate communication systems/service or it could be provided by the successful contractor – "to-be-determined"), etc., then the State will negotiate with the contractor: 1) a mutually agreeable, commission revenue percentage rate reduction for a specified period of time or 2) a contract term (extension) guarantee if any such term(s) remain (assuming that the State is pleased with the service being provided) in an effort to off-set the cost incurred by the contractor to acquire and implement the requested enhancement(s) and/or technologies; formal contract



amendment(s) must reflect such negotiations.

With regard to the State's current inmate system contract AR1445, contract addendums have been processed over the contract term that resulted in commission rate reductions as a result of the implementation of voice print technology and inmate system replacements at the Draper and Gunnison sites. Over the term of AR1445, FSH's commission rate has been reduced from 48% to 44% as a result of two (2) 2% rate reductions.

The State will negotiate an equitable adjustment to the commission rate and/or other contract terms if, due to future laws, regulations, other governmental mandates, or additional correctional/security needs, the contractor's cost of providing the inmate system is materially increased and/or the rates that the contractor may charge to called parties are materially decreased. The contractor must substantiate their claim for relief.

FSH Response:
Accept and Comply.

FSH understands the Commission Revenue Guarantee for the purposes of this RFP.

1.7 Questions

All questions must be submitted through RFP Depot. Answers will be given via the RFP Depot site. Questions received after 2-8-2008 at 10:00 AM may not be answered. Verbal questions and answers given by any DAS and/or UDC employee will have no standing.

FSH Response:
Accept and Comply.

1.8 Protected Information

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

The following records are protected if properly classified by a government entity:

- (1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);
- (2) commercial information or non-individual financial information obtained from a person if:
 - (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;
 - (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and



(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

* * * * *

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to the State, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at: <http://www.purchasing.utah.gov/main/Contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

FSH Response:
Accept and Comply.

FSH understands the Protected Information for the purposes of this RFP.



Section 2. General Requirements

2.1 RFP Available via E-mail

You most likely received e-mail notification of this RFP from State Purchasing directing you to RFP Depot. As stated in para 2.3, RFP addenda will be handled in like fashion. Para 2.2 C. states, "For ease in evaluation, offerors must restate the verbiage associated with each item (paragraph, sub-paragraph, etc.), then immediately follow it with your response." To facilitate your compliance with this requirement, you will need the RFP in Word. The Project Manager will provide to you the RFP in Word, including all attachments, some of which are Excel spreadsheets. Submit (e-mail) your request for an electronic copy of the RFP to dworthin@utah.gov. If a conflict exists between the RFP as posted on RFP Depot and the RFP received via e-mail, then RFP Depot prevails.

FSH Response:
Accept and Comply.

FSH Communications has received a Word version of the RFP and responses to the RFP will follow the requirements stated above.

2.2 Organization of Proposals

Proposals should be concise and straightforward. Unless offeror's proposal(s) expressly state otherwise, offerors agree to comply with every section, subsection, attachment and addendum of this RFP. Each proposal must consist of:

A. Letter of Transmittal

This will include the names, titles, office addresses and telephone numbers of persons authorized to conduct negotiations regarding this RFP and must be signed by an authorized representative of the offeror. Include your fax number and e-mail address in your proposal so that the State can contact the person primarily responsible for your response in a timely manner.

B. Executive Summary

A one or two page Executive Summary should briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader (evaluator) should be able to determine the essence of the proposal by reading the Executive Summary. Proprietary information requests should be identified in this section.

C. Responses to specifications and requirements

Offerors must respond to each and every item. Proposals lacking responses may be rejected. For ease in evaluation, your response must immediately follow each



item/specification (paragraph, sub-paragraph, etc.). Your use of bolded print or other than black print for your responses, to distinguish them from the actual item/specification, would be appreciated. Some items/specifications ask you to “describe” something. Be aware, if items/specifications do not specifically ask for a description and yet it is implied and/or it would be necessary for an evaluator to fully understand your response, then provide a description. In this circumstance, it will not suffice to simply state, for example: “Accept and comply.” If an evaluator is left wanting for information to fully understand your response, then your response will be scored accordingly. Adequately detailed, yet succinct, (evaluator-friendly) responses are preferred. Responses that direct evaluators to “refer to” and/or to interpret documentation, e.g., from technical materials, pamphlets, brochures, etc. are unacceptable. You must respond to each item by using one of the below listed responses.

Accept and comply - This response should be followed with a brief and concise explanation that sufficiently details your ability to meet the specified requirement(s) unless the specification/requirement is clearly (unequivocally) a “yes/no”, “can do/can’t do”, “will do/won’t do” type of specification in which case “Accept and comply”, without an accompanying explanation, would suffice.

Accept and comply with exception - You must clearly state the difference between the specification and your ability to meet the requirement(s) of the specification.

Cannot comply - This response should be followed with sufficient detail that explains why the specification cannot be met.

D. Additional information and attachments, if any

FSH Response:
Accept and Comply.

FSH understands and will comply with the “Organization of Proposals” requirement to include the Letter of Transmittal, Executive Summary, Responses and any additional information for the purposes of this RFP.

2.3 Revisions to RFP

The State reserves the right to amend this RFP at any time prior to the proposal due date. The Division of Purchasing will post, through RFP Depot, addenda that contain revisions to this RFP.

FSH Response:
Accept and Comply.

FSH understands UDC reserves the right to amend this RFP at any time prior to the proposal due date.

2.4 Rejection of Proposals

The State reserves the right to reject any or all proposals.



FSH Response:
Accept and Comply.

FSH understands UDC reserves the right to reject any or all proposals.

2.5 Acceptance of Proposals

The State reserves the right to waive any informality or technicality in any proposal received or negotiated with offerors, if it is in the State's best interest to do so.

FSH Response:
Accept and Comply.

FSH understands UDC reserves the right to waive any informality or technicality if it's in their best interest to do so.

2.6 Proposals Property of the State

All materials submitted in response to this RFP will become the property of the State. Information considered by the offeror to be proprietary should be identified as such with appropriate justification given. Otherwise the State reserves the right to use any ideas presented in any proposal. Under no circumstance will pricing be considered proprietary.

FSH Response:
Accept and Comply.

FSH understands UDC reserves the right to amend this RFP at any time prior to the proposal due date.

2.7 Oral Presentations

Offerors may be required to make an oral presentation of their proposal at the request of UDC.

FSH Response:
Accept and Comply.

FSH understands that UDC may require FSH to make an oral presentation of the proposed Focus 100 system.

2.8 Site Walk-Throughs

Site walk-throughs at the Main Prison - Draper and at the Central Utah Correctional Facility (CUCF) - Gunnison are not mandatory. However, prospective offerors are encouraged to attend because several physical space issues exist which may pose challenges that are best understood when seen firsthand. Be aware, if the only prospective inmate service offeror(s) who register for the site walk-throughs are those who attended the site walk-throughs held April 3, 2007 as part of the last RFP (DG7519), then site walk-throughs will not be held as part of this RFP. Site walk-throughs will be held only if prospective offerors who did not attend the April 3, 2007 walk-



throughs register no later than 1-18-2008 by 2:00 PM. This is not to say that offeror(s) who attended the April 3, 2007 cannot attend the next round of walk-throughs, if they take place; they can attend if they choose to do so.

A security check and written clearance is required for access. Therefore, offeror walk-through participants must register no later than 1-18-2008 by 2:00 PM by **e-mailing** to David Worthington (dworthin@utah.gov) the following information:

- Full Name
- Vendor Name
- Date of Birth (Month/Day/Year)
- Social Security Number
- Driver License # (include state of issuance)

If site walk-throughs are held, then meet on Wednesday 1-30-2008 at 9:00 AM at the Central Utah Correctional Facility (CUCF), 255 East 300 North, Gunnison, Utah. Gunnison is located 140 miles south of Salt Lake City (allow sufficient travel time - do not be late). After touring CUCF, offeror walk-through participants and State personnel will reconvene at the Utah State Prison, 14425 South Bitterbrush Lane, Draper, Utah to tour that site. **Bring a picture ID.**

Be aware, paragraph 4.2.3 requires that you: 1) describe any/all inmate system hardware space requirements and 2) provide an equipment configuration (layout) recommendation.

FSH Response:
Accept and Comply.

FSH understands and has complied with the Site Walk-Through requirement by attending the Central Utah Correctional Facility and Main Prison - Draper walkthrough on January 30, 2008.

2.9 Multiple Proposals

Offerors may submit multiple proposals. Additional proposals must be bound separately and must follow the same format as the primary proposal, but containing only information that differs from that contained in the primary proposal. Like the primary proposal, an original and five (5) copies of additional proposal(s) are required.

FSH Response:
Accept and Comply.

FSH understands the Multiple Proposal requirements and is submitting a single proposal.

2.10 News Releases

Offerors must be given written permission by UDC before they proceed with news releases pertaining to this RFP or subsequent contract.



FSH Response:
Accept and Comply.

FSH understands the News Release requirement.

2.11 Subcontractors

Offerors proposing to use subcontractor(s) must explicitly state such in their proposal, including for each subcontractor, the subcontractor's name, address and the purpose of the subcontractor. The State (UDC and DAS) will deal exclusively with the successful contractor. UDC reserves the right to reject any/all subcontractor(s) if to do so is deemed to be in the State's best interest. The State considers equipment manufacturer(s) as subcontractor(s). Therefore, offerors must identify in their RFP response, as part of their subcontractor information, the following: the manufacturer of their proposed inmate communication systems/service; model, version, etc. information for all inmate communication system(s)/service being proposed. Offerors may propose the use of different inmate communication systems/service manufactures/models for large verses for small correctional facilities and/or for State of Utah correctional facilities (Draper Prison and CUCF - Gunnison) verses political subdivision correctional facilities (cities, counties and/or private correctional facilities contracting to government agencies) if the manufacture(s)/model(s) proposed for political subdivision correctional facilities provide the same level of functionality/features inherent in the manufacture(s)/model(s) proposed for the Draper Prison and the CUCF - Gunnison.

FSH Response:
Accept and Comply.

FSH Communications is responding to this RFP as the Prime Contractor and will be responsible for all services and contractual obligations.

FSH has selected Value-Added Communications (VAC), premier industry experts, to subcontract their product and/or services: VAC has personnel, from the Chairman to the Technician, that report to the corresponding FSH employee who are supporting and providing services to UDC. VAC's address is 3801 E. Plano Parkway, Suite 100; Plano, Texas 75074.

FSH chose VAC as their subcontractor to provide the proposed Inmate Telephone System platform, (Focus 100 System) to include the integrated monitoring and recording. VAC provides direct facility support services via the VAC platform using their own inmate telephone equipment.

VAC's company overview and key management personnel assigned to the UDC project are noted below. FSH will be the primary UDC contact, entirely responsible for the subcontractor's performance. FSH will ensure appropriate communication between and with UDC and VAC, when necessary.

In cases of repair and/or maintenance we may authorize and/or request via the UDC that an individual facility work directly with the subcontractor; however in all instances FSH is aware of and monitors such activity. FSH will conduct periodic reviews and audits of the account performance and specifically the subcontractor's performance. The State 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 industry experts in various capacities and is proud to submit the winning combination of the FSH and VAC 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 which contains robust and secure integrated monitoring and recording functionality. 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 2000. 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 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 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.

WHY VAC?

As opposed to other respondents who are tied to one option for inmate telephone systems, FSH is in the unique position of responding to this RFP with equipment and services chosen as a result of the requirements listed by the Utah Department of corrections and the State of Utah. Our competitors attempt to "tweak" their responses to make it appear that their equipment meets your specifications. FSH had the luxury of choosing from a variety of equipment vendors to insure that the hardware, software, and services provided in the FSH response were chosen specifically because they *met your specifications and our high service requirements*. No other respondent has that flexibility of choice. And while we sometimes utilize equipment from other equipment manufactures, the Focus 100 system was specifically selected by FSH with input from Utah Department of Corrections based upon Utah DOC's requirements. The Focus 100 system is also currently being utilized at Salt Lake, Utah, Box Elder Counties who are participants of the Statewide contract.

FSH intends to offer other correctional facilities desiring to participate under the statewide contract provision the same level of functionality/features inherent in the manufacture(s)/model(s) proposed for the Draper Prison and the CUCF - Gunnison. The inmate telephone equipment will meet the requirements as stated in this RFP.

2.12 Restrictions

Offerors must clearly set forth any restrictions and/or provisions they deem necessary to effectively service the State (UDC).

FSH Response:
Accept and Comply.

FSH is pleased to provide our Confidential Financial Data containing the required financial information.



The data has been marked confidential and has been provided by FSH’s Chief Financial Officer under a separate sealed document. Due to the highly confidential nature of this information, FSH respectfully requests that it is not disseminated widely within UDC, but only to those on the review panel. Any request for this information, outside UDC’s staff, should be directed to FSH.

2.13 **Exceptions**

If exceptions are taken, then offerors must outline, in their proposal, the RFP section where exceptions are taken, the reason(s) for exceptions and how they will accomplish the same function (or intent) that is required by the RFP. It is the intent of UDC to acquire desired inmate communication functions utilizing reliable offeror systems (equipment) and services. It is not the intent of UDC to specify what systems (equipment) and/or services offerors can/should utilize to deliver such functions/services.

FSH Response:
Accept and Comply.

FSH takes no exceptions to this RFP.

2.14 **References**

Offerors must provide three (3) correctional facility references. All references must currently be served by, and have been served by for minimally one year, the inmate communication system(s)/service that you are proposing to the State in response to this RFP. Each reference must include: name, title, address, telephone number, fax number and e-mail address.

FSH Response:
Accept and Comply.

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 UDC 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?

FSH provides an Inmate Telephone and Recording System of a similar nature to the following:

Reference Company 1:	<u>Utah Department of Corrections</u>
Contact:	<u>Del Jorgensen @ Draper and Denis Sorenson @ CUCF</u>
Address:	<u>Draper: 14425 Bitterbrush Lane; P. O. Box 250, Draper, Utah 84020</u>
	<u>CUCF: 255 East 300 North Gunnison, Utah 84634</u>
Phone:	<u>Del Jorgensen (801) 576-7654</u> <u>Denis Sorenson (435) 528-6469</u>
Email Address :	<u>deljorgens@utah.gov</u> <u>dsorenson@utah.gov</u>
FAX Number	<u>(801) 576-4050</u>



Description of Telephone Service or Program(s) provided:

Inmate Telephone Service and Systems for all UT DOC adult detention facilities, including 295 inmate telephones at a number of separate facilities.

Description of administration and services that support the above mentioned Program(s):

FSH is the prime contractor providing integrated inmate telephone calling with monitoring, recording, and investigative applications. Utah Department of Corrections awarded Qwest Corporation (subsequently assigned to FSH) a new six year contract expiring May 2008, Utah DOC operates prisons in Gunnison, Utah and the main facility at Draper, Utah. The contract also includes all community correction centers with a total of 295 inmate telephones, including inmate telephones and pay telephones. The current Focus 100 inmate telephone system was installed in September 2006, replacing the Securus Combridge system.

Approximate date(s) of services provided:

FSH has been the prime contractor for inmate telephone services at the UT DOC since August of 2004, and prior to that as Qwest and U S WEST since 1979. Systems and services have evolved over this time as the requirements of the State and DOC have evolved. Further, as technology has evolved FSH (and under former service names) continued a tradition of bringing the latest in inmate telephone system features and enhancements to the DOC for consideration.

Reference Company 2:	<u>Salt Lake County Jail</u>
Program Manager:	<u>Captain Richard Church</u>
Address:	<u>900 West 3500 South, Salt Lake City, Utah 84119</u>
Phone:	<u>(801) 743-5510 or Cell phone (801) 232-2173</u>
FAX Number	<u>(801) 743-5033</u>
Email Address:	<u>rchurch@slco.org</u>

Description of Telephone Service or Program(s) provided:

Inmate Telephone Service and Systems for 200 phones.

Description of administration and services that support the above mentioned Program(s):

FSH is the prime contractor providing integrated inmate telephone calling with monitoring, recording, and investigative applications. FSH provides full service to the County's 2000-bed facility, as well as the existing Oxbow facility that houses 700 minimum-security inmates. FSH provisions 200 phones with a Focus System 100 system which was installed November 2006 replacing a Securus Combridge system. Salt Lake County recently joined the State of Utah statewide contract expiring in May 2008.

Approximate date(s) of services provided:

FSH (US WEST, Qwest) has provided inmate telephone service to Salt Lake County since October 1997. Systems and services have evolved over this time as the requirements of the County have evolved. Further, as technology has evolved FSH (and under former service names) continued a tradition of bringing the latest in inmate telephone system features and enhancements to the County for consideration.

Reference Company 3:	<u>Utah County Jail</u>
Program Manager:	<u>Captain John Carlson or Lt. Scott Carter</u>
Address:	<u>3075 N. Main Street, Spanish Fork, UT 84660</u>



Phone: (801) 851-4003 or (801) 851-4202 Cell phone 801-404-1997
 Fax: (801) 343-4239
 Email Address: ucso.johnc@state.ut.us or ucso.scottc@state.ut.us

Description of Telephone Service or Program(s) provided:

Inmate Telephone Service and Systems for 53 phones.

Description of administration and services that support the above mentioned Program(s):

FSH provides the inmate telephones and call control system with integrated monitoring and recording. The County can access the system via the County's own workstations located throughout the complex over the County LAN. Remote access to / from the 12 County-owned computers through county network and appropriate firewalls enables robust and anywhere access for rapid investigative response. The system allows for access to the recording functions, monitoring/recording. Burning CD's and access to report information. Utah County participates in the State of Utah statewide contract expiring in May 2008. The Utah County Focus 100 inmate telephone system was installed in September 2005.

Approximate date(s) of services provided:

FSH (US WEST, Qwest) has provided inmate telephone service to Utah County since May 1997. Systems and services have evolved over this time as the requirements of the County have evolved. Further, as technology has evolved FSH (and under former service names) continued a tradition of bringing the latest in inmate telephone system features and enhancements to the County for consideration.

Reference Company 4: State of Washington Department of Corrections
 Program Manager: Don Wilbrecht
 Address: 7345 Linderson Way SW, Tumwater, WA. 98591
 Phone: (360) 725-8740
 Email Address: dawilbrecht@DOC1.WA.GOV

Description of Telephone Service or Program(s) provided:

Inmate Telephone Service and Systems for over 1,000 phones and over 15,000 inmates.

Description of administration and services that support the above mentioned Program(s):

FSH is the prime contractor providing integrated inmate telephone calling with monitoring, recording, and investigative applications, including PINS. . FSH has networked the 14 WADOC sites in the State of Washington for ease of access and timely investigative purposes.

Approximate date(s) of services provided:

FSH has provided inmate service to the Washington DOC since the inception of inmate service. The Focus 100 system has been installed for over 18 months.

2.15 Offeror Profile

Provide the following information to allow the State to gain an understanding of your capabilities to service the State of Utah.



A. History

Provide a brief history of your company, emphasizing your experience in providing inmate systems comparable to that being proposed in response to this RFP.

FSH Response:

Accept and Comply.

FSH Communications, LLC is a newly established company – however its employees have provisioned pay telephone services for Retail and Corrections customers – UDC being one of several hundred, on average for over 20 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, 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. Over 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.

At FSH we pride ourselves on being lean and agile. What this means to UDC is that in addition to a dedicated staff of Utah-based employees and a single point of contact (Dale Cherrington) who is responsible for the fulfillment of the contract terms and management of our selected technology vendor; UDC 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.

Service and Experience

The FSH Inmate 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 UDC 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 Utah, 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 UDC with the finest combination of network, service, compensation, and support available. In order to meet this challenge, FSH has teamed with Value Added Communications to provision the inmate call control platform.

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

UDC can depend on the proven qualities that FSH offers:

- Quality Connections
- Competitive Compensation
- Contract Management services from a single source
- Superior network equipment

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 UDC and all aspects of the inmate telephone and integrated jail management services described in this response.

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 UDC. 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 to continue as UDC's inmate telephone service provider, FSH has assigned highly qualified project managers to continue the provision of inmate telephone service and without the need to install new inmate telephones, computerized equipment or the need to learn a new inmate telephone system. A complete support team will continue to ensure UDC receives the best service and support available on an ongoing basis. FSH pledges to UDC that it will provide dedicated local, experienced, service technicians local account manager and staff support for guaranteed quick response.



FSH brings the strength, experience, and ability to focus on managing the day to day operations of critical service to the UDC inmate phone system. We understand the changing environment in the corrections market and believe effective account management for UDC requires an experienced, professional Account Executive based in the area.

FSH currently has over 200 employees and 10 contractors in its employ.

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.

UDC 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. 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.

We do, however, place considerable emphasis on customer service and cross-training. FSH maintains a robust online reference and training program, FSH Bowl, 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).

New employees shadow existing employees to ensure the continuity so necessary to serving our customers with the highest level of integrity and accuracy.

Please refer to the Appendix section for a detailed Company Overview.

B. Financial/Annual Report

Provide a copy of your most current financial/annual report.

FSH Response:

Accept and Comply.

FSH is pleased to provide our Confidential Financial Data containing the required financial information. The data has been marked confidential and has been provided by FSH's Chief Financial Officer under a separate sealed document. Due to the highly confidential nature of this information, FSH respectfully requests that it is not disseminated widely within UDC, but only to those on the review panel. Any request for this information, outside UDC's or the State of Utah's staff, should be directed to FSH.



C. Credit Rating

Provide a composite “Dunn and Bradstreet” credit rating score. The State desires a credit rating score of BA3 or better.

FSH Response:

Accept and Comply.

FSH Communications is submitting our Dunn and Bradstreet credit rating score as part of our financial information that has been marked confidential and sent directly to the State of Utah (Debbie Gundersen) Any request for this information, outside UDC’s or the State of Utah staff, should be directed to FSH.

D. Loss of Contracted Service

Offerors must provide a list of correctional facility accounts that they have “lost” during mid-contract during the past three (3) years. Provide the correctional facilities’ name and address; provide a contact person’s name, title, address, telephone number, fax number and e-mail address for each “lost” account. The State has the right to contact any/all “lost” account contacts to ascertain why the offerors’ contract(s) were lost. Offeror(s) that fail to provide a list of “lost” accounts or that provide an incomplete list or that reply with “Not/Applicable”, “No Lost Accounts” or equivalent verbiage and the State subsequently finds this to be false will be disqualified and will, therefore, be removed from further consideration. If during the past three years your company resulted from the merger of other companies, then you must respond to this requirement on behalf of your current company and on behalf of the companies that merged to form your current company.

FSH Response:

Accept and Comply.

FSH is pleased to state that we have not lost any correctional facility accounts, mid-contract, during the past three (3) years.

FSH Communications (as the Prime contract holder with the correctional facility) subcontracts with many different inmate telephone platform providers; some of whom we have had to replace mid contract. However, and this should be stressed, in each instance FSH retained the account and only the equipment provider was replaced. It is our understanding that since the platform provider was replaced (usually initiated by FSH for performance issues or customer technology requirements) and not FSH itself that we are in full compliance answering this question affirming we have not lost any account mid-contract.

If the state requires a list of all accounts where FSH’s equipment provider(s) have been replaced mid-contract we will be happy to provide the requested information.

2.16 Standard Contract Terms and Conditions

Any contract resulting from this RFP will include the State’s “Standard Contract Terms and Conditions State of Utah, State Cooperative Contract” (Revision date: 12 Feb 2007); refer to:



<http://purchasing.utah.gov/main/Contractinfo/TermsStatewide.doc>

In addition to the State's Standard Contract Terms and Conditions, the contract provisions delineated in "Section 6. Required Contract Provisions" will also be included in any contract resulting from this RFP.

If you have concerns (take exception) with the State's Standard Contract Terms and Conditions and/or with "Section 6. Required Contract Provisions", then you must clearly identify each exception in your RFP response.

If a conflict exists between the State's "Standard Contract Terms and Conditions and "Section 6. Required Contract Provisions", then the State's "Standard Contract Terms and Conditions prevail.

FSH Response:
Accept and Comply.

FSH has thoroughly reviewed UDC's Inmate Terms and Conditions and if awarded the bid for inmate telephone services, FSH is firmly committed to all of the service requirements outlined in the RFP. 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.



Section 3. Project Background

3.1 Current Environment

FSH Communications (FSH), the State's incumbent inmate communications contractor, has provided UDC with the following technology, systems, equipment and service at the Utah State Prison - Draper and at the Central Utah Correctional Facility (CUCF) - Gunnison:

- Value-Added Communications (VAC) FOCUS 100 System installed at Utah State Prison - Draper on 9/14/2006; the system consists of:
 - One (1) headquarters server
 - Two (2) digital call processors with one-year online storage
 - Two (2) Dell workstations with a printer and UPS per workstation
- VAC FOCUS 100 System installed at Central Utah Correctional Facility (CUCF) - Gunnison on 9/20/2006; the system consists of:
 - One (1) digital call processor with one-year online storage
 - Three (3) Dell workstations with a printer and UPS per workstation
- An interface was created with UDC to allow:
 - Hourly transfers of Jail Management System (JMS) files to the VAC FOCUS 100 Systems
 - Access to the WebITS and WebShadow software from UDC owned workstations; this feature allows UDC officers and investigative staff, who are logged into a UDC workstation, to monitor live (active) inmate telephone calls. This feature is available through the State's Local Area Network (LAN).
- FOCUS 100 Systems are updated semi-annually and as software patches arise. All upgrades are communicated by FSH and coordinated with UDC prior to implementation.
- A Salt Lake City based FSH account manager
- One FSH full-time, on-site system/service administrator/technician is assigned to the Draper site and one FSH full-time, on-site system/service administrator/technician is assigned to the Gunnison site. These individuals provide direct system/service supervision and maintenance and they interact on a daily basis with UDC personnel.
- Five FSH Utah-based service personnel back-up the Draper and Gunnison on-site system administrators. They provide repair, maintenance and installation services.
- Digital recording system: 100% of (non-legal) inmate conversations (at the Draper and Gunnison sites) are digitally recorded, thereby providing UDC investigators with a valuable investigative tool.
- Live monitoring of inmate telephone calls: FSH provides UDC personnel, located in each control room, the capability to monitor "live" non-legal inmate telephone conversations.
- UDC presently allows 30-minute inmate calls.

FSH has provided the following technology, systems, equipment and service at Bonneville, Fremont, Northern Utah and Orange Street Community Correctional Centers, Adult Probation and Parole - Farmington, Adult Probation and Parole - Fremont and the Fred House Training Academy:



- Payphones capable of placing local and long distance phone calls (The "advanced (smart) payphones" presently being used at Community Correctional Centers are manufactured by Nortel. The specific payphone features in use were developed for and are marketed by Qwest Communications.)
- Cut-off switches that allow UDC personnel to control outgoing calls
- Capability to limit the length of calls
- Ability to access payphone call records

“Attachment I - Inmate/Pay Phone Summary” summarizes inmate telephones and payphones installed at UDC sites as of January 23, 2007; a summary follows:

- Utah State Prison - Draper: 193 inmate telephones and 2 payphones
- Central Utah Correctional Facility (CUCF) - Gunnison: 71 inmate telephones and 1 payphone
- Community Correctional Centers: 0 inmate telephones and 30 payphones
- Various other UDC sites, e.g., Salt Lake Transition Facility, Fred House Training Academy and Adult Probation & Parole sites: 5 payphones

At the present time, the capability to monitor and/or to record calls is not required at UDC sites other than the Utah State Prison - Draper and the Central Utah Correctional Facility - Gunnison. However, monitoring and/or recording capability may be required in the future. If during the contract term, UDC requests the capability to monitor and/or to record non-legal inmate telephone conversations at existing Community Correctional Centers, the Salt Lake Transition Facility, Adult Probation and Parole sites and/or the Fred House Training Academy and/or if UDC requests the implementation of monitoring and/or recording capabilities at altogether "new" sites, those not specifically identified in the RFP, then UDC will negotiate compensation for “actual” costs incurred by the State’s inmate communications contractor.

The average daily population of the Community Correctional Centers follows:

Bonneville Community Correctional Center	55
Fremont Community Correctional Center	55
Northern Utah Community Correctional Center	150
Orange Street Community Correctional Center	55

“Attachment II - Inmate - Minutes, Messages, Revenue and Commissions” and “Attachment II - Payphone - Messages, Revenue and Commissions” contain (respectively): 1) inmate minutes, messages, revenue and commission information for the period February 2006 through January 2007 (refer to the tab entitled “Inmate - Mins, Msgs, Rev & Comm”) and 2) payphone messages, revenue and commission information for the period February 2006 through January 2007 (refer to the tab entitled “Payphone - Msgs, Rev & Comm”).

“Attachment III - Draper Grade of Service” and “Attachment IV - Gunnison Grade of Service” contain “Percentage Grade of Blocking” information. The Grade of Service (GOS) reports cover January (a “typical” month) 2007. They include all call attempts (completed calls,



attempted calls, etc.). The “Grade” column is a percentage - “Approved” divided by “Blocked”. Per the reports, no calls were blocked; dial tone was available for all attempted calls. Attachment III (Draper) identifies 87,474 call attempts and Attachment IV (Gunnison) identifies 15,301 call attempts for the month of January 2007. Both attachments contain “Trunk Type 4” columns, all of which contain entries of “zero”. Disregard “Trunk Type 4” information; it does not apply to the Draper and Gunnison sites.

The State’s incumbent inmate service provider (FSH) has a service delivery arrangement in place with Gunnison Telephone Company (GTC) as regards the Central Utah Correctional Facility (CUCF) (Gunnison Prison). The arrangement was necessary because GTC does not currently have a class of service to handle inmate phone calls. The current inmate dial tone originates in the Qwest Central Office in Salina, Utah and is transported to CUCF via T-1 connecting through GTC’s Central Office and then over a T-1 from GTC to CUCF. FSH pays a monthly charge to Qwest and to GTC for this service.

Site maps entitled “Draper Site Map.pdf” and “CUCF Site Map.pdf” are not included as part of this RFP. If you would like copies of the site maps, then you must request them from David Worthington (dworthin@utah.gov). David will mail, via USPS, the site maps to the individual/address specified in your e-mail request. The Draper and CUCF site maps are annotated with housing units indicating the actual number of inmates, the number and location of control rooms, the kill switch locations and the number of inmate phones.

Telephones in the barrier visiting booths are not used at the Draper or at the CUCF facilities.

UDC does not permit connecting calls to cell phones. At the current time, UDC requires a physical address to be attached to all telephones to which calls are being made by UDC offenders. This requirement is based on UDC’ investigative needs and UDC’ requirement to have a physical address associated with the called number. UDC does not foresee a change in this requirement.

There are currently two (2) portable phones with 100 foot cords used within the Draper facility. The phones are standard desk sets and are used in the infirmary and in maximum security. No portable phones exist at CUCF.

The incumbent (FSH) has an interface with UDC’ Division of Institutional Operations’ (DIO’) inmate management system (O-Track). The successful contractor will not be required to interface with O-Track. FSH requested the interface to automatically update their system when an inmate is moved within/between the Draper Prison and CUCF, to a county jail, released to probation or to parole, etc. This interface allows FSH to limit an inmate to make calls only in that inmate’s assigned housing unit thus meeting UDC’ security needs. The successful contractor would be allowed the same interface arrangement should they desire.

FSH Response:

Accept and Comply. FSH Communications agrees with the current environment as stated.



3.2 Future Plans

Additional inmate housing unit(s) are not currently anticipated at the Draper Prison site. At this writing, an additional (new) CUCF - Gunnison 192 bed housing unit is under construction and is expected to be occupied by April-May 2008. It will require approximately 18 inmate telephones, specified cut-off switches and monitoring/recording equipment. A new 300 bed "privatized" Community Correctional Center is scheduled to open approximately January 2009. It may require approximately 18 inmate telephones, specified cut-off switches and monitoring/recording equipment. Any/all planned facility openings and/or additions are subject to change at any time.

FSH Response:

Accept and Comply.

The existing Inmate phone system in place at Gunnison is of modular design and will be expanded to handle the new 192 bed housing unit' plus additional phone needs as they occur In fact, FSH has already built its project plan to handle this expansion!

FSH is prepared to address additional housing units as they are identified during the term of the contract.

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Section 4. Specifications

The successful contractor must provide UDC with equal or better inmate and payphone communication systems/service compared to the systems/service currently in place.

4.1 Technical and Security

- 4.1.1 The following are to be considered minimum specifications necessary to be considered for contract. Offerors are invited to describe and offer additional value-added system enhancements and functions not described or requested herein. All inmate communication system(s), equipment, etc. shall be new and shall be state of the art technology. It is recognized that inmate system technology is constantly developing and expanding. The contractor will be required, throughout the contract period, to offer to UDC new (proven) technology that could enhance inmate communication systems/service.

The incumbent's FOCUS 100 Systems are updated semi-annually and as software patches arise; inmate telephones are kept in like new condition through constant repair or replacement. Therefore, the incumbent's communication systems/service is deemed to be state of the art technology.

FSH Response:
Accept and Comply.

The FSH proposed turnkey solution meets or exceeds the technical requirements outlined in this RFP and are provided at no cost to the State of Utah. The system and related services include, but are not limited to, the installation, training, operation, and maintenance of a turnkey Inmate Telephone System (Focus 100). The FSH Inmate Calling Solution is already providing state-of-the-art inmate call controls, recording, monitoring, fraud control, call blocking, and other capabilities that meet or exceed the technical requirements of UDC.

All phones are monitored, physically and remotely, on an ongoing basis and kept in an "as new condition" due to FSH's ability to refurbish and repair its own equipment at its Omaha ISO-certified center. FSH on-site system administrators will not only manage, train, repair and assist UDC staff with the inmate call control system, they will also provide all technical support of the inmate telephones themselves. This includes full replacement of set or part replacement for items such as handsets, key pads, change out of upper housing, etc. FSH provides installation, maintenance and repair of all inmate phones, associated wiring and infrastructure at no cost to the state for the life of the contract.

FOCUS 100 OVERVIEW:

The Focus 100 is a site-based, self-contained, inmate call processing, and data management switch which can be deployed at a single site or as part of a multi-site project via a WAN-based client-server architecture. It features an analog and/or digital voice network interface, digital audio recording and live call monitoring capability, and fully scalable CDR and audio storage capacity. This CPU-based system is based on proven telephony technology, designed specifically to operate with the highest degree of reliability in the challenging environment of the correctional setting. VAC



engineered the Focus 100 system with the highest level of call processing accuracy and reliability and incorporated an extensive array of call management features and robust investigative tools.



Call Processing Software: System incorporates both PIN and non-PIN inmate access capability together with a full range of payment options including collect and/or prepaid debit. User interaction is through a Windows-based Graphic User Interface and is easy to learn and use.

Audio Recording and Monitoring: System incorporates integrated multi-channel digital recording and monitoring capabilities. Recorded conversations are stored on line.

Operating Configuration: System functions in a stand-alone, or large WAN-based client-server environment

Processing Capability: System has self-contained integrated processing capability in the form of premium quality industry-standard scalable servers.

Operating System: Windows XP

Integrated Audio Recording and Monitoring: Digital, real-time monitoring and call recording is standard. Call recording storage capacity is available in 30-day, on-line increments before archiving. Audio monitoring of live conversations or recordings can be accomplished by local or remote (WAN or LAN) access.

Diagnostics: Full support for both remote WAN-based and local diagnostics covering all on-board hardware and software applications.

Focus 100 System Specifications	
Focus100 Digital Trunk Capacity*	Up to 1536 stations x 1536 trunks in 4 Racks
Focus100 Analog Trunk Capacity*	Up to 1536 stations x 1104 trunks in 4 Racks
Half-height Stand-alone System	24" x 37" x 48" – Max: 96 stations x 72 trunks Analog 96x96 Digital
Full-height Stand-alone System	24" x 37" x 76" – Max: 288 stations x 216 trunks Analog 288x288 Digital
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 XP®

* For comparison purposes only. There is no theoretical system capacity limitation.

The Focus 100 Inmate Telephone System contains only industry-standard, premium hardware and software components that are expected to have continued manufacturer's support. The software components that are used are the most current versions available from Microsoft including MS



SQL 2000, 2003 Server and Windows XP workstation. VAC's technology also incorporates the latest offerings by Dell, Intel, and Hewlett Packard, Minuteman, Cisco, and telephony processing products by Global Call Technology (formerly Dialogic Corp.).

FSH began providing the Focus 100 call processing technology September of 2006 along with the required investigative and call control feature requirements. Each and every call attempted through the system will generate a call detail record. This record is the cornerstone of the system's investigative capabilities. The system offers a vast number of search criteria on Call Detail Records (CDRs) including; inmate name, PIN Number (if in use), called number, date, time, and/or inmate phone. In addition, each call is digitally recorded using VAC's Shadow technology. While viewing that same CDR, with a simple click of the mouse, the investigator may retrieve and play the recorded conversation.

FSH and VAC's team of seasoned professionals installed the existing system and tested the Focus System provided training to all system users as designated by UDC including visits to each control room at USP & CUCF. In addition, FSH will continue to provide both remote and local technical support as needed throughout the duration of the project.

The Focus 100 and administrative workstation is installed on a Local Area Network and has the desired capabilities (query, display or print) based on the user's security access level. The workstation consists of a Windows XP PC platform, keyboard, and mouse, along with a 17" color monitor and printer. The system and its components operate utilizing proprietary software specifically designed for use in corrections applications.



The Administrative Workstation includes color monitor, keyboard, mouse, printer, software, CD/RW, and WAN connection to provide for real-time feature administration, report generation, and monitoring and recording access. Speakers are provided for recording playback and live call monitoring.

Multiple workstations are installed as defined by UDC's RFP to accommodate both administrative and investigative functions. Each workstation is provided with a multi-level password access control feature based on the definitions and limitations set by UDC. If needs change, or personnel changes occur, these settings may be quickly and easily modified on-site by UDC or via remote communication by the FSH support team.

The Focus 100 is the "state of the art" for Inmate Telephone Systems. It is composed of the most reliable, highest performance, hardware available for such systems.

User access is via Microsoft® Internet Explorer to the Focus 100 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, 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.

Administrative features include inmate account management, inmate phone controls and operating hours, blocked/allowed numbers, inmate allowed number lists (PANs), system level configuration details, maintenance, financial, and administrative reports, and integrated user level security settings.

- 4.1.2 Except for designated locations, all inmate phones must be heavy-duty wall mounted phones with:
 - A. High impact, flame retardant, anti-vandal and anti-drill bodies (bodies must be constructed of materials that do not give off toxic gases when subjected to fire)
 - B. Cords, approximately 3 foot armored or longer if requested; currently, all telephone cords are thirty-two (32) inches in length
 - C. Handsets must be hearing aid compatible
 - D. Telephones must be DTMF compatible
 - E. Telephones must be FCC and UL approved with certification number
 - F. Inmate communications equipment and installations in all areas must meet Americans with Disabilities Act (ADA) requirements, e.g., be compatible with TDD devices, etc.
 - G. All inmate telephones as well as all payphones located at Community Correctional Centers, the Salt Lake Transition Facility, the Fred House Training Academy and Adult Probation & Parole sites, require volume control.

FSH Response:
Accept and Comply.

All phones supplied by FSH meet the requirements as stated above

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. 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 UDC designated areas hands free phone units will be supplied for inmate use where a suicide threat is present. Both phones and all external



Modified 1D2
Inmate Phone



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.

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.



10A Inmate Phone

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 UDC 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 UDC 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.

- 4.1.3 Contractor is to provide approved telephones; mounting systems (including any required phone "booths"); system "switching and monitoring" equipment; system recording equipment and required ADA devices at no cost to the State. All major facilities must be supplied with a TDD device for use as needed.

Presently, Draper site has six TDD devices and Gunnison has three (rarely if ever used). Future Requirements: At most, one TDD device may be required per housing unit (Draper currently has 23 housing units; Gunnison currently has 6 housing units).

The successful contractor shall provide all communication needs for the inmate population including equipment needed to comply with ADA. A TDD device must be made available to any inmate with a hearing disability. Currently, the nine TDD devices that FSH owns and has provided are adequate for the current hearing impaired



population. The successful contractor will be required to provide as many as one TDD device per housing unit if required.

UDC currently has three payphones located in public-access (administrative) areas; two at Draper and one at CUCF. These three payphones are not to be confused with the payphones located at Community Correctional Centers, etc.

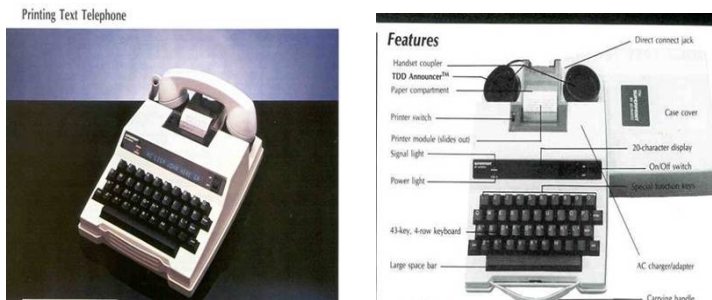
FSH Response:
Accept and Comply.

FSH is committed to providing UDC with the needed quantity of telephone devices for the deaf as well as the public-access (administrative) area phones as required. FSH, as the incumbent provider is providing all phones as required

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 UDC. The model 200 has a printout for locations that would like a record of the TTY conversation. The selection of alternate model's will be coordinated with UDC and designed to meet specific facility and security needs of UDC.

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.

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 Ultratec TDD has been used extensively with great success.



TTY/TDD inmate initiated calls are made using a preprogrammed 10 digit number that sends the calls to a predetermined TDD operator 800 number. If allowed phone lists are used, the 10 digit number can be restricted to only be dialed by certain inmates. All calls to the TDD operator are recorded and can be associated with the inmate that placed the call if disciplinary action is necessary.

The inmate would dial the Telephone Relay Service through the facility's TTY/TDD and then communicate through the device. The Relay operator would then translate the call to the hearing party. Conversation from the called party would be translated back by the Relay operator through the TTY/TDD to the inmate.



All TTY/TDD calls can be monitored, recorded, played back, and blocked like other inmate calls. VAC is investigating a method of allowing playback of the recorded tones to a TTY/TDD decoder. This could be a feature offering in the future.

Voice announcements can be provided on TTY/TDD calls; however since the voice announcements and tag lines interfere with the TTY/TDD tone transmissions, these messages are typically suppressed on TTY/TDD calls.

- 4.1.4 Ownership and responsibility for all inmate telephones, payphones, system equipment and booths supplied by contractor will remain with contractor unless stipulated otherwise in the contract.

Note: Any telephones or supplies provided by the State for "special" inmate phone installations will remain the property and responsibility of the State unless specific arrangements to the contrary are negotiated with the contractor and documented.

FSH Response:
Accept and Comply.

FSH agrees with the statements as described above.

- 4.1.5 Contractor will provide (at no cost to the State) minimally one inmate telephone and one associated line in any/all housing areas (units) requested by UDC regardless of anticipated or actual revenue opportunity/earnings. Sharing of inmate telephone lines between two or more phones is permitted if sufficient lines are provided to minimally ensure a P.05 Grade of Service (GOS). If at any time, UDC deems it necessary that additional lines be installed to support the inmate communications and recording systems, then the contractor must comply, again at no cost to the State. Additional inmate telephones with appropriate support equipment (switches, monitoring and recording) may be added to high population areas by mutual agreement between UDC and the contractor.

FSH Response:
Accept and Comply.

Current grade of service provided by FSH as shown in Attachment III exceeds the State's grade of service requirements. FSH proactively monitors the Grade of Service (GOS) levels; however if at any time the GOS falls below the mandated P.05, FSH will install additional lines to maintain the required level of service at no cost to the UDC or the State.

The proposed Focus 100 system is programmed to allow only station to station collect calls from any inmate phone. The Focus 100 system can easily accommodate debit calling if desired by UDC. In the current deployment the inmate places a collect call by dialing 0+ the desired number and entering his PIN when prompted.



With debit calling implemented when placing a debit call the inmate would dial 1+ the desired number and enter his PIN when prompted. There are no other options. The call processing equipment controls the calls.

The Focus 100 system was deployed with the standard call limits feature which limits the calls by inmate or inmate class of service to number of calls per day/week/month or number of minutes per day/week/month.

- 4.1.6 UDC requires that all inmate telephone lines be equipped with both cut-off switches and voice monitoring equipment in each housing unit control room/area. There must be a manual switch in each housing control room for each inmate phone installed in that housing area. Contractor will be required to supply, install and service appropriate equipment to provide these functions at designated locations (typically in control rooms). Operation of this equipment will be by authorized personnel only. The contractor will be required to provide a "standardized" audible monitor and cut-off switch installation at all required locations (typically in control rooms). Each installation must include an individual cut-off switch for each inmate telephone line supervised by that location, as well as appropriate speakers, selector switches, etc. Due to the scope of work involved, a period of three (3) months from the official contract date will be allowed for any new contractor to complete the monitor system change-out in all areas. The contractor will be required to submit their monitoring design for UDC-DIO approval. While "standardized" equipment is desired, many of the installations could vary in configuration due to space restrictions and the differing types of construction. In addition to site shutdown switches, the contractor must have the capability to remotely shut down the inmate phones individually, in groups, or by "system". All monitoring "taps" must occur after the computer control system in order to allow computer blocking of any attempts to monitor and/or record official legal calls. In some facilities with UDC approval, "special" inmate phones may be installed, specifically for use in making legal calls without such inmate phones having any monitoring and/or recording capabilities. The incumbent contractor supplied all existing equipment associated with inmate communication service installed at UDC sites. The successful contractor must coordinate a systematic change-out of inmate communication system(s)/service while minimizing disruption of service. Central Utah Correctional Facility (CUCF) must be changed-out first (prior to the Draper Prison).

Describe your proposed workstation and/or remote monitoring station; include whether or not Internet access is part of your proposed monitoring system.

FSH Response:

Accept and Comply.

FSH provides individual manual cut off keys that allow for staff to cut off an individual phone, groups of phones or all phones at selected locations. In addition to the FSH provided manual cut off switches, all workstations connected to the inmate telephone system have the ability to cut off individual phone calls. The system currently installed at both facilities meets all requirements as stated above.



FSH will not require the three (3) months to develop the cut off and monitoring system as it is currently in place and was approved by UDC prior to installation as required.

The installed system provides dedicated workstations that are located in the on-site system administrator's offices and the UDC investigation offices (at USP – Draper and CUCF – Gunnison). The dedicated workstations are directly connected to the inmate telephone system and to the technical service center via a dedicated frame relay circuit provided by FSH.

Officers in the housing units utilize UDC provided workstations that connect to the inmate phone system via the state intranet. Per UDC policy, UDC provided workstations are limited to live monitoring. Recorded call access and CD burning features are available but are deactivated also per UDC policy. All workstations connected to the inmate telephone system have the ability to cut off individual phone calls. Any time a phone call is terminated an electronic record is made indicating that the call was terminated along with the user ID of the person initiating the early termination.

Identified legal calls are not available for monitoring by anyone accessing the system and are not recorded. Separate legal phones are not required but may be set up to access the system if requested by UDC.

Authorized personnel who conduct live monitoring of inmate telephone calls have access to the inmate's name placing the call, living unit and specific telephone location where the call is originating, number dialed time origination time and length of time the call has been in process.

The FSH on-site System Administrators receive daily reports from UDC and adjust inmate calling privileges as directed.

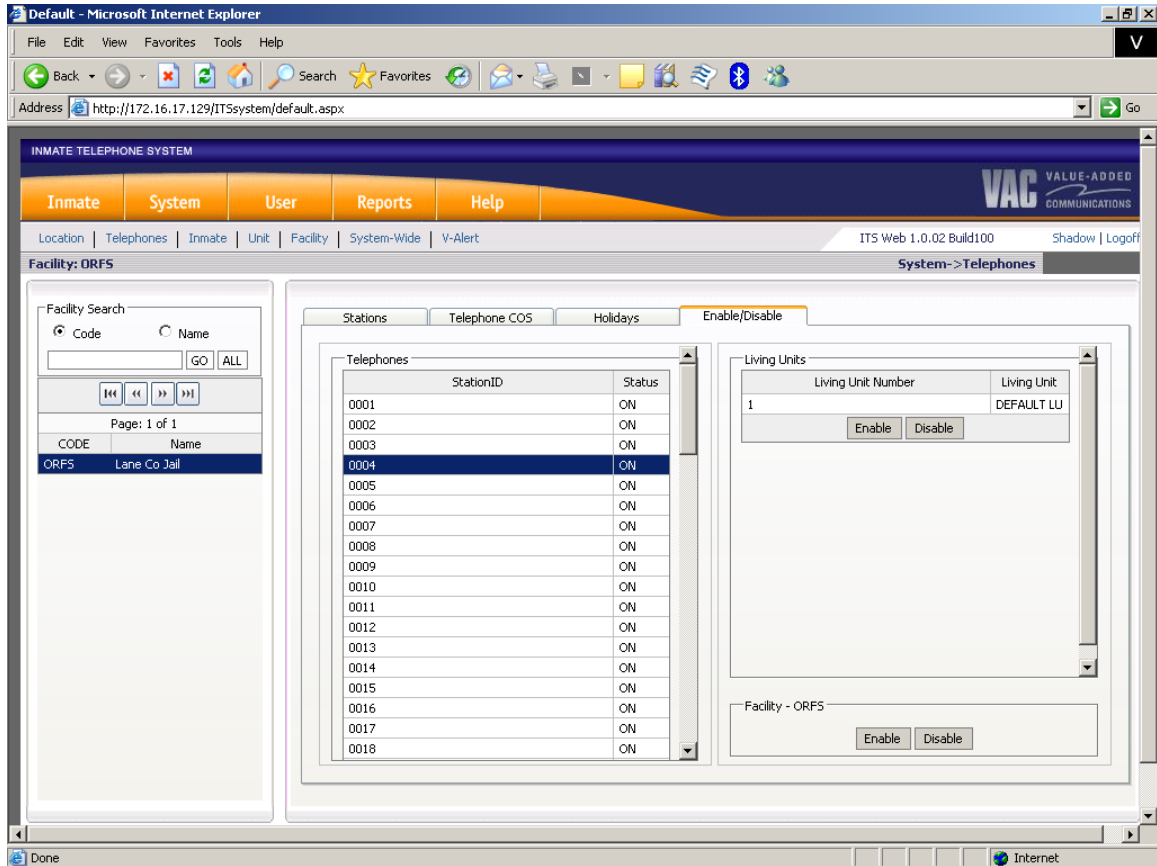
Using the dedicated workstations, UDC will have complete flexibility to establish automated inmate call controls. In addition to general operating hour controls for the entire facility, FSH offers the option to control a group of phones or individual inmates calling hours. For example, an inmate who 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.

The inmate telephone system can be remotely administered from the 24/7 technical support center in Plano, Texas. Remote access allows for complete administration in event of emergency or when on site system administrators are not available.

If the facility allows secure access to the internal network, the system may be controlled from an off-site location by authorized personnel with appropriate access level, as well as perform other administrative functions. Individual cut off keys are provided that allow for staff to cut off an individual phone, groups of phones or all phones at selected locations. The Focus 100 also 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. The Workstation screen used to perform this function is shown below.



System Telephone Enable/Disable
Figure 4

4.1.7 All inmate telephones must be able to function concurrently, at a P.05 GOS, and independently of any database or central processor in the event of database and/or central processor failure. In the case of any such failure, all phones should remain operational in a collect only calling mode, all calls (other than attorney calls) should continue to be recorded and call data should continue to be recorded. Describe your proposed inmate system’s capabilities as regards this scenario (operational challenge).

FSH Response:
Accept and Comply.

The FSH proposed (and already installed) inmate telephone system (Focus 100 system) meets and exceeds the requirements listed above and exceeds the requirements of functioning concurrently at a P.05 GOS as shown by the documents in Attachments III and IV (State RFP documents).

The Focus 100 system will deliver a P.05 or better grade of service independent of the loss of the HQ



database or complete loss of the HQ Central Processing Unit. If the HQ server fails completely the system will continue to allow collect call processing and will continue to record all calls (other than attorney calls) and all call processing controls, such as blocked numbers, call limits, operating hours, etc. will remain active.

The Focus 100 system and each administrative workstation are provided with the appropriate sized Uninterruptible Power Source (UPS) that provide 15 minutes of operations 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. If power is restored within 15 minutes, there will be no interruption of call processing or workstation function will occur. If the interruption is longer than 15 minutes, call-processing functions will be gracefully shut down 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. All system settings will return to the previous state upon restoration of power.

The Focus 100 system was engineered to provide cost effective solutions to ensure data protection and continuous call processing in all but the most extreme circumstances. The following redundancies are provided with the current release of the Focus 100 system:

The Focus 100 primary storage of the call database and inmate database occur on a RAID (Redundant Array of Independent Disks) server. This server configuration protects against loss of data due to the failure of any single drive in the array. In addition, each call processor of the Focus 100 system is outfitted with a secondary IDE hard drive, which is constantly updated with an additional copy of the databases (including recordings, inmate data, and critical system parameter files.)

UDCs Call Detail Records (CDRs) for all complete and incomplete calls are maintained on site as part of the Focus 100 for the *life of the contract* and therefore will always be available on-line. The site database is replicated on site in the site server. To ensure the integrity of the CDRs, redundant storage is also provided at three additional locations. First, the CDRs are copied and stored on a Billing server. Second, the Billing server database is backed up and stored on another disk array. Third, the Billing server database is also copied to magnetic tape and stored off site.

The Focus 100 system database is maintained in two databases one on site and the other at the HQ location. If either database fails it can be restored by the other system which counts as the first backup storage location. Each database is then backed up to another location as the second and third database backup locations.

- 4.1.8 In the event Central Office (CO) wire pairs are inadequate to service required inmate telephones, is there any reason why a T-1 system cannot be utilized to deliver your dial tone or other circuits to UDC prison facilities and/or to areas of UDC facilities? Provide an explanation with your response.

FSH Response:
Accept and Comply.

FSH currently utilizes a T-1 system at CUCF and has the ability of using T-1 lines at USP. FSH uses T-1's when it is economically feasible.



4.1.9 Provide an explanation of the telephones and major equipment you are offering. How long has this specific equipment been available and where has it been utilized in the past? Where and when was the beta testing completed? If any of your proposed equipment is new and lacking field-testing, briefly describe the development process and why you feel the equipment will be reliable for the intended purpose. Do you have patent rights for your proposed system's call processor and software? If so, then demonstrate by listing patent information.

FSH Response:
Accept and Comply.

The Focus 100 system is manufactured by VAC and is one of the most advanced and reliable Inmate Telephone Service platforms in operation today. All components are commercially available to reduce downtime in the need for replacement or expansion. Software development and customized features are managed by a robust team of technical experts in VAC's Research and Development department.

VAC began engineering of the Focus 100 system approximately 10 years ago, when VAC began evaluating the possibilities of creating a system to meet the growing challenges of the inmate calling industry, e.g. size of equipment, growth of the user population, rate of technological advancements, and systems costs. The result of this evaluation and engineering process was a system designed specifically to meet the anticipated needs of the large scale statewide and nationwide correctional systems, a system that will advance the corrections industry to the next generation of inmate calling capabilities.

The Focus 100 is proven technology with demonstrated success in a variety of correctional environments and facilities. In addition to the 104 Federal Correctional facilities; VAC also provides systems and services to the Colorado Department of Corrections, the Missouri Department of Corrections, Oregon Department of Corrections, Washington Department of Corrections, and a growing number of DOC Correctional Facilities across the United States and for the past 18 months both Utah Department of Correction facilities (Draper & CUCF).

The Focus 100 System was beta tested during the 3rd quarter of 2005 in Plano, Texas and was deployed in the first quarter of 2005.

VAC has been in the inmate calling business for approximately 20 years (since 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 becoming an industry leader.

Successes include the implementation of the first debit and collect hybrid calling system in the United States for the State of Colorado, and the award of the Federal Bureau of Prisons contract in 1998. 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.

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 this high-volume client and a robust enough to facilitate significant growth to both State and facilities.

VAC has a listing of current Patents held by Value Added Communications Inc. that protect the intellectual properties of the proposed Focus 100 system and operational software in the following table.

Item No.	Patent Application Publication No.	Title
1	<u>20070003026</u>	<u>Voice message exchange</u>
2	<u>20060285667</u>	<u>Telecommunication call management and monitoring system</u>
3	<u>20060285650</u>	<u>Digital telecommunications call management and monitoring system</u>
4	<u>20060245559</u>	<u>Electronic messaging exchange</u>
5	<u>20050259809</u>	<u>Means and method for detecting three-way call attempts</u>
6	<u>20050238154</u>	<u>Telecommunication revenue management system</u>
7	<u>20050043014</u>	<u>Telecommunication call management and monitoring system with voiceprint verification</u>
8	<u>20040029564</u>	<u>Telecommunication call management and monitoring system</u>

The FSH proposed turnkey solution, including the Focus 100 system, will continue to meet or exceed the technical requirements outlined in this RFP, and are provided at no cost to the State for the life of the contract. The telephones and Inmate Telephone System that have been described in 4.1.1 – 4.1.3 above and include, but are not limited to, the installation, training, operation, and maintenance. The FSH Inmate Calling Solution already in place provides state-of-the-art inmate call controls, recording, monitoring, fraud control, call blocking, and other capabilities that meet or exceed the technical requirements of UDC.

FSH working with Utah DOC determined during the 4th quarter of 2005 – 2006 that the previous phone system was not meeting the requirements of FSH or Utah DOC. After review of two separate inmate telephone systems the current system in place at both Utah DOC sites was selected and installed in September 2006.

VAC SYSTEM UPGRADES: ASSURING CONTINUOUS QUALITY

All new software releases are presented to QA (Quality Assurance) 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.

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 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.*

- 4.1.10 The UDC Draper and Gunnison sites are subjected to intermittent power outages and/or "brown-outs". Offerors must provide system capabilities for prevention of power surges and equipment capabilities for prevention of power outages. The use of traditional "power strips" for surge protection is not acceptable for this requirement. Offerors must detail the time frame that the system can remain operable in the event of a commercial power loss and the method of ensuring operation in the event of a commercial power loss. Offerors must describe what will occur when commercial power to the proposed system is lost, what will occur in the event of the failure of any equipment installed to ensure the system remains operable in the event of a commercial power failure and what steps are taken to ensure the integrity of all system data in the event of either of these situations.

FSH Response:
Accept and Comply.

The Focus 100 and each administrative workstation are provided with the appropriate sized Uninterruptible Power Source (UPS) that provide 15 minutes of operations 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. If power is restored within 15 minutes, there will be no interruption of call processing or workstation function will occur. If the interruption is longer than 15 minutes, call-processing functions will be gracefully shut down until such time as power is restored.

The inmate phone systems at Draper and CUCF are both connected to the Department of Corrections emergency power system so that if a power failure occurs the system is protected by the UPS system described above until the DOC's emergency power generator is activated or power is restored.

Regardless of any interruption in power, call records are protected at all times and not subject to loss. All system settings will return to the previous state upon restoration of power.

The Focus 100 was engineered to provide cost effective solutions to ensure data protection and continuous call processing in all but the most extreme circumstances. The following redundancies



are provided with the current release of the Focus 100.

The Focus 100 primary storage of the call database and inmate database occur on a RAID (Redundant Array of Independent Disks) server. This server configuration protects against loss of data due to the failure of any single drive in the array. In addition, each call processor of the Focus 100 is outfitted with a secondary IDE hard drive, which is constantly updated with an additional copy of the databases (including recordings, inmate data, and critical system parameter files.)

UDCs Call Detail Records (CDRs) for all complete and incomplete calls are maintained on site as part of the Focus 100 for the life of the contract and therefore will always be available on-line. The site database is replicated on site in the site server. To ensure the integrity of the CDRs, redundant storage is also provided at three additional locations. First, the CDRs are copied to and stored on a Billing server. Second, the Billing server database is backed up and stored on another disk array. Third, the Billing server database is also copied to magnetic tape and stored off site.

The Focus 100 database is maintained in two databases one on site and the other at the HQ location. If either database fails it can be restored by the other system which counts as the first backup storage location. Each database is then backed up to another location as the second and third database backup locations.

- 4.1.11 The UDC Draper and Gunnison sites are subject to frequent lightning storms. Any exposed campus cable has, per NEC code, compliant lightning protectors in place. Do you require additional protection; if so, how do you propose to protect your telephones and equipment from sustaining lightning damage?

FSH Response:
Accept and Comply.

The Focus 100 systems in place at USP and CUCF includes industrial capacity electrical surge protection for all components provided.

All network interfaces to the Focus 100 system is protected from lightning using two types of protection. The location processors at each site have built-in carbon protection for each line. This technology has proven effective in other correctional installations where lightning is likely to occur. Because the environment might experience frequent and severe lightning strikes, additional lightning protection has been installed between the demarc and the location processors at each site.

The Focus 100 system at each facility is equipped with 'smart fail-safe' power down capability. The smart power down system is triggered when the UPS senses a commercial power failure or irregularity and will initiate a time sequence to the Focus 100 system that will block new call attempts from being made while at the same time allowing calls in progress at the time of the interruption to continue for up to 10 minutes. If, after 10 minutes the UPS has not alerted the Focus 100 system that commercial power has been restored, the Focus 100 system shall power down to a state that will allow it to automatically resume full Focus 100 system operation after commercial power has been restored. The Focus 100 system will have a timer that will delay resumption of call processing for a period of 10 minutes (programmable) to allow the commercial power sufficient time to stabilize back on line to prevent unnecessary power cycling.

- 4.1.12 Contractor will install and test all inmate phone lines, telephones and communications



system equipment at no cost to the State to ensure proper functioning and blockage intercept of incoming calls to inmate telephones. Incoming calls to inmate telephones will not be permitted.

FSH Response:
Accept and Comply.

Incoming calls are prevented by the type of telephone lines used by FSH and by the inmate phone equipment. All phone lines and telephones are tested at installation and are continually monitored by the two onsite inmate phone technicians and the equipment provider's tech center. No incoming calls will be processed by the system.

4.1.13 Designated UDC site personnel will assign existing site telephone cable pairs, when available, from the site demarcation point to the telephone location. If pairs are not available, then the contractor will be responsible to install any/all cable pairs when such (required) pairs are not available. Once installed, such cable pairs become the property of the State.

FSH Response:
Accept and Comply.

FSH understands and has complied with this requirement during the current and previous contracts.

4.1.14 Department of Technology Services (DTS) and designated UDC site electronics personnel will coordinate the installation of any additional and/or specialized system cabling with the contractor. The contractor may opt to use multiplexing equipment for copper or Multi Mode Fiber cable to provide adequate service to inmate phones. The contractor will be required to provide and install any/all additional and/or special equipment to the State's satisfaction, at no cost to the State. Any such cable, once installed, will become the property of the State. Actual electronics, e.g., multiplexing equipment, will remain the property of the contractor.

FSH Response:
Accept and Comply.

FSH provides installation, maintenance and repair of all inmate phones, associated wiring and infrastructure at no cost to UDC and agrees that any such cable once installed will become the property of the State, actual electronics e.g. multiplexing equipment, will remain the property of FSH.

4.1.15 Contractor will provide UDC site electronics personnel with the actual telephone numbers of all inmate telephones by location.

FSH Response:
Accept and Comply.

Phones are identified in each housing area so that electronics personnel, investigators and housing



officers are able to identify phones used. All inmate telephone lines are identified by telephone number in the phone room with a list available for UDC site electronics personnel.

- 4.1.16 Contractor will number all inmate telephones. This number may be the actual telephone number or any other number that will identify the specific telephone and its location for problem reporting, etc. The number should be easily seen but not easily removed (by inmates).

FSH Response:
Accept and Comply.

The phones have been identified at the housing officer location and have been consistently numbered in each housing area from left to right.

- 4.1.17 All wire runs must be inside of walls where possible. If wire has to be run on wall surfaces or baseboards, then it must be enclosed within metallic conduit. Rigid pipe may be required for security reasons. New installations will be reviewed on an individual case basis.

FSH Response:
Accept and Comply.

FSH understands and has complied with this requirement during the current and previous contracts.

- 4.1.18 If, as a result of this RFP, there is a change of contractor, then the new contractor will be required to obtain approval from DTS/UDC electronics personnel to use the existing house wiring and/or to install their own wiring. If existing cable plant pairs are not available, then the contractor must install required additional cable at no cost to the State. All cross-connect cable used for inmate phone applications must be White-Blue, Blue-White in color. All termination hardware used for inmate phone systems must be labeled as "inmate phones". Any/all cabling, once installed, will become the property of the State.

FSH Response:
Accept and Comply.

No change out of wiring will be needed if the FSH proposal is accepted by Utah DOC and the State of Utah. Existing cross connect cable is in place using the White-Blue, Blue – White requirements.

- 4.1.19 UDC site facilities range from more than 50 years old to relatively new. Site telephone cabling systems are primarily 24 awg twisted pair copper cabling. Proposed communications system(s) should be able to function on the existing twisted pair copper cabling. If your proposed system(s) require additional or specialized cabling, then you must stipulate what that cabling is in your proposal and be prepared to supply and install such cabling at your expense. DTS/UDC cannot guarantee that existing conduit and/or raceway space will be available for new cabling. Site requirements will need to be evaluated on a case-by-case basis. To date (generally speaking), insufficient conduit and/or cable pairs have not been a problem. Future growth could cause a problem that



may necessitate the installation of additional conduit and/or cable pairs by the contractor.

FSH Response:
Accept and Comply.

Existing inmate phone system is functioning on the existing cabling without problem. FSH will work with UDC in coordinating the installation of additional conduit and/or cable pairs for future growth.

4.1.20 Based upon the number of inmate telephones located at the Draper site, the physical layout of the facilities and the equipment requirements of the offered system, approximately how long would it take you to install a fully operational system? How long at the Gunnison site? How long at the “other” UDC sites, e.g., Community Correctional Centers? Explain your proposed installation of systems/service; include an outline of the steps, along with associated time frames, required to complete the installation of your proposed systems/service.

FSH Response:
Accept and Comply.

The FSH proposed Focus 100 system(s) are currently in place at all proposed sites so installation time will not be a factor with this bid.

Should we be awarded the opportunity, FSH currently has in place highly qualified project managers to oversee the UDC’s inmate phone system. A complete support team will continue to ensure the State receives the best service and support available on an ongoing basis. FSH pledges to the State that it will continue to provide dedicated *local*, experienced, service technicians and staff support for guaranteed quick response. FSH will continue to provide UDC with the finest combination of network, service, compensation, and support available.

For all new installations, FSH will follow the comprehensive service program and implementation overview below. FSH provides installation, maintenance and repair of all inmate phones, associated wiring and infrastructure at no cost to UDC.

SERVICE & IMPLEMENTATION OVERVIEW

FSH Communications, in partnership with our subcontractor Value-Added Communications, are pleased to provide UDC with a Service Overview and Implementation Plan provided below. 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 all of UDC’s 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 UDC’s changing needs.

All installation, operation and maintenance of the offender phone system with monitoring and recording capabilities will be in accordance with the UDC’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 UDC. 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 successful system change-out's each and every time. This type of experience coupled with the knowledge of UDC 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:

- 1) The racks are assembled – including all shelves, cabling, and Uninterrupted Power Supplies (UPS) installed.
- 2) All Operating Systems and 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 Focus 100 system.
- 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) 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) 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.
- 9) The FSH team leads the installation process with VAC counterparts to insure a seamless installation and test of all components on site before going 'live'. Sign off by site personnel or other designate is encouraged. Installers are then thoroughly familiar with each system to be installed and the specific State requirements before they even get on site.

4.1.21 The "tapping" of inmate telephone lines for recording purposes (or monitoring) must not



be detectable by the line users and it must not reduce line volume to a level where hearing problems could result for line users.

FSH Response:
Accept and Comply.

Line volume is not reduced by recording or live monitoring of inmate phone calls. Both processes are un-detectable by the line user and do not cause hearing problems for the line users.

The current Focus 100 system includes a state-of-the-art digital recording and monitoring system that provides the expected investigative functions and the ease-of-use required by UDC while greatly reducing the amount of time required for routine housekeeping operations. To ensure efficient use of the investigative staff's time, the recording architecture and system processing speed have been carefully designed and integrated to provide immediate investigator access to monitor live conversations with absolutely no impact to the on-going recording of all inmate calls. Privileged numbers, as required by UDC policy, are designated within the system to prevent any inadvertent call monitoring or recording.

The System Workstations are capable of showing real time call activity for investigative monitoring. Investigators are able to 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.

- 4.1.22 Official UDC policies and procedures require that all inmate phone locations be "signed" with the notice that "All inmate calls may be monitored and/or recorded at any time". This statement of intent fulfills UDC' legal requirements associated with inmate monitoring and recording activities. The contractor must provide all signs. Signs should be securely mounted (tamper proof), metal, non-combustible of a size clearly readable from anywhere in the inmate phone area. A quantity "rule of thumb" follows: one sign for each phone-area, e.g., a typical dayroom may have two to three inmate phones. Therefore, one sign centrally located just over the phones would cover the signage requirement for a given dayroom's two to three phones. Based upon this logic, at the present time, approximately 84 signs would be required at the Draper site and approximately 12 signs would be required at the Gunnison site. Additionally, notification of inmate calls being monitored and/or recorded must be provided by a pre-recorded announcement at the beginning of each inmate phone call. A further positive

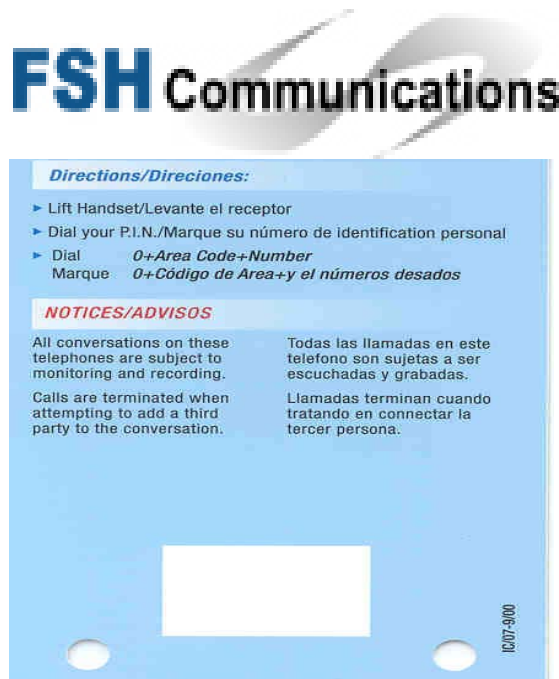


acceptance is provided by requiring the called party to accept the call and acknowledge recording and/or monitoring by pressing some digit to accept the call.

FSH Response:
Accept and Comply.

FSH will install the requested signs as required. Currently the signs are not in place per our understanding of UDC's policy. Notification of monitoring and recording of inmate calls is provided to the inmate and the called party at the time the call is placed. The called party is required to positively confirm notification of recording and monitoring by pressing "1" to accept the call.

Sealed dialing instructions in both English and Spanish may be mounted on the face of the inmate telephone if required. Please see example below.



FSH INMATE TELEPHONE INSTRUCTION CARD

4.1.23 Recording/Monitoring System Requirements:

- A. Digital recording capacity for all existing inmate lines plus expansion as needed

FSH Response:
Accept and Comply.

The FSH system currently in place includes a state-of-the-art digital recording and monitoring system that provides the expected investigative functions and the ease-of-use required by UDC while greatly reducing the amount of time required for routine housekeeping operations. The



system is expandable as new housing units are added. FSH is prepared to expand the existing system to provide inmate telephone service to the new Hickory unit under construction at CUCF.

- B. Capability to provide immediate, real time audible monitoring output from any selected line or channel. If this function is accomplished over the internet using UDC workstations, then the offeror must identify the amount of UDC LAN/WAN bandwidth each investigative or monitoring station will utilize. Any and all UDC based workstations that have internet access shall be capable of monitoring active telephone calls. UDC currently has three workstations that can access the stored (recorded) telephone conversations. The limitation of the three is based on decisions made by UDC. In the future, UDC may expand the number of workstations that are able to access stored (recorded) telephone conversations. The system shall be capable of unlimited simultaneous access to recording/monitoring systems.

FSH Response:
Accept and Comply.

The FSH provided Inmate Phone System meets all requirements stated in this requirement. The system is capable of expanding to the required number of workstations for recorded telephone conversations or monitoring of active telephone calls as required by UDC.

The Focus 100 system provides immediate, real-time audible monitoring output with excellent audio quality from any selected line or channel using the UDC LAN/WAN. To provide the excellent audio quality customers typically demand the conversation is sent uncompressed to the UDC workstation so up to 80Kbs of receive data should be allocated per workstation that is actively monitoring calls. For instance, if 100 workstations can perform live monitoring but only 3 are concurrently monitoring calls then the bandwidth required is 80Kbs x 3 or 240Kbs of receive data total.

- C. All calls, except legal calls, must be recorded and stored on an on-site server. The system must provide an integrated capability to monitor, record, store and retrieve non-legal inmate phone conversations on a real time basis to enable UDC personnel to quickly and efficiently find specific calls placed by individual inmates by name, PIN number, number called, inmate phone used, etc. Recording of inmate phone calls start at an off hook condition. Recordings must be stored on-line for one year with the option to archive to CD, DVD and/or some other UDC approved medium. Archived recordings/data must be stored on-site at the Draper and Gunnison Prisons. The contractor may want to store the information at their site(s) in addition to prison on-site storage.

FSH Response:
Accept and Comply.

The Focus 100 system in place at Draper and Gunnison were designed and installed to meet all requirements listed in this question. The system “*significantly*” exceeds the requirement to store recordings on-line for one year. All recordings are archived at Draper or Gunnison and are



accessible to investigators or on site system administrators located at either site and can be access quickly and efficiently by any of the search criteria's as specified by UDC. Identified legal calls are not recorded and are not accessible as required. Recording of inmate phone calls starts as soon as an off hook condition exists.

Recordings and data are stored on-site at the Draper or Gunnison Prisons. Data is stored on site on raid5 scsi hss disk arrays with a separate backup storage location. Both site servers databases are replicated to the stand-alone HQ server which is a third separate data storage location.

As noted above, the installed system includes a state-of-the-art digital recording and monitoring system that provides the expected investigative functions and the ease-of-use required by UDC while greatly reducing the amount of time required for routine housekeeping operations. To ensure efficient use of the investigative staff's time, the recording architecture and system processing speed have been carefully designed and integrated to provide immediate investigator access to monitor live conversations with absolutely no impact to the on-going recording of all inmate calls. Privileged numbers such as legal calls will be designated within the system to prevent any inadvertent call monitoring or recording.

All Focus 100 recording and monitoring activities are facilitated by the organization and presentation of function-specific display screens and point and click feature selection. Date and time stamping of individual recordings is provided automatically on each voice file and remains with the recording. Calls in progress are displayed on line so that investigators can easily identify and select specific calls of interest to monitor.

Investigators will find easy to use point-and-click display screens for implementing recording and monitoring operations across each site that will allow them to record all conversations, tag for future use those conversations which will serve as evidentiary use, and identify those which they may want to monitor live. It will also enable them to easily identify those numbers which are tagged as not to be recorded, such as calls to attorneys. During playback, system resources will be sufficient to ensure the minimum time required for voice file search, load, and playback.

Call records may also be backed up on site on CD for long-term storage and retrieval. Any records stored in this manner may be retrieved/restored for purposes of reporting on the workstations provided. The user may utilize 3-DES encryption for exported calls to provide the highest level of security.

- D. Recording "media" sufficient to maintain a twelve (12) month library of all inmate (non-legal) conversations at the Draper and Gunnison sites

FSH Response:
Accept and Comply.

The Focus 100 system currently in place at both UDC facilities was engineered to provide a 12 month on line library of all inmate (non-legal conversations) and significantly exceeds the stated requirement. As noted above, call records may also be backed up on site on CD for long-term storage and retrieval. Any records stored in this manner may be retrieved/restored for purposes of reporting on the workstations provided. The user may utilize 3-DES encryption for exported calls to provide the highest level of security.



E. High speed recording “downloading” function

FSH Response:
Accept and Comply.

To ensure efficient use of the investigative staff’s time, the recording architecture and system processing speed have been carefully designed and integrated to provide immediate investigator access to monitor live conversations with absolutely no impact to the on-going recording of all inmate calls. Key files can be selected and downloaded to an alternate storage media for support.

F. Monitoring and recording of TDD telephone calls with the exception of legal calls; UDC-DIO desires that TDD calls be converted to text

FSH Response:
Accept and Comply.

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 UDC. The model 200 has a printout for locations that would like a record of the TTY conversation.

Also, the Focus 100 system can be configured to natively record TDD calls. The TDD calls can then be played back and printed out at a later date via a TDD instrument connected to the user’s workstation.

G. All records and data prepared pursuant to the contract will belong to UDC. The contractor shall maintain custody and control of such records and data while they are in the possession of the contractor. At the contract’s conclusion, any/all such records/data in the possession, custody and/or control of the contractor must be transferred to UDC. At all times, the contractor shall keep confidential any/all records and data. Contractor employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by UDC. The contractor shall honor all policies and procedures for safeguarding the confidentiality of such data. UDC staff authorized by the Director of Corrections shall have complete access to records and data, whether stored on-site or off-site.

FSH Response:
Accept and Comply.

FSH Communications purchased the required equipment to maintain all call records and recordings from the previous equipment provider. The records and recordings remained available for investigative purposes for the required 12 month period as will the current records and recordings from the existing system. FSH system administrators and Value Added Communications technicians recognize the importance of keeping all information strictly confidential as required and will continue to honor all policies and procedures established by



UDC.

H. The State requires the following inmate system investigative functionality:

1. Multi-level password security protection

FSH Response:

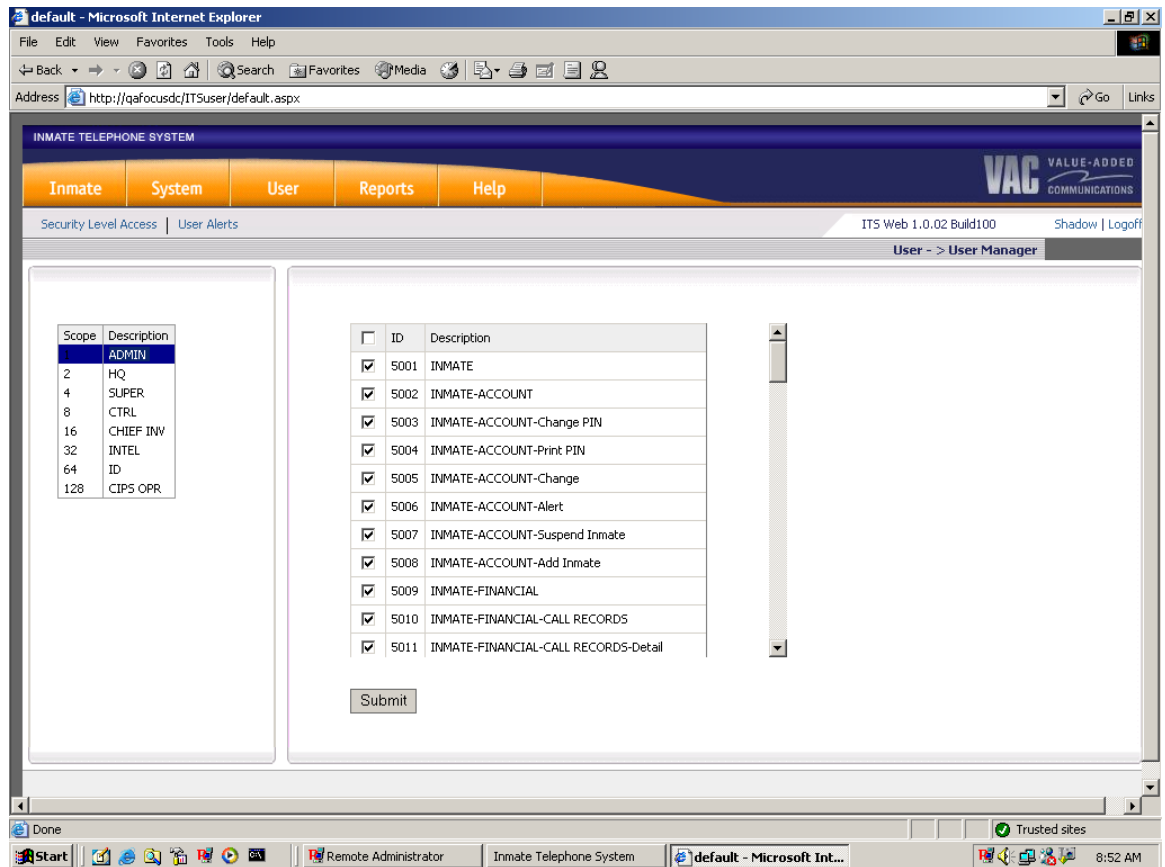
Accept and Comply.

The Security Level Access screen (also called User Level) determines the level of access the facility staff member has to information and modifying settings in the system. 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 access allows the user to 'View, Add, Change, Delete' records or settings within the feature.

Security Levels include:

- ADMIN- VAC
- FACILITY HQ- HQ Operators
- SUPER- HQ Supervisors
- TECHS- Techs
- CHIEF INV- Investigative
- CID- Investigators
- Intel- Facility Intelligence Officers
- MON- Monitors
- OPR- Outlying Operators



2. Call monitoring and call recording

FSH Response:
Accept and Comply.

The Focus 100 features an analog and/or digital voice network interface, digital audio recording and live call monitoring capability, and fully scalable CDR and audio storage capacity.

3. Multiple investigative terminals, if needed

FSH Response:
Accept and Comply.

Multiple workstations are installed as defined by UDC's RFP to accommodate both administrative and investigative functions. The workstation consists of a Windows XP PC platform, keyboard, and mouse, along with a 17" color monitor and printer.

Each workstation is provided with a multi-level password access control feature based on the definitions and limitations set by UDC. If needs change, or personnel changes occur, these settings may be quickly and easily modified on-site by UDC or via remote



communication by the FSH support team.

4. The Draper and Gunnison sites must be connected to their respective inmate system via a commercially available, reliable, high-speed LAN so that UDC investigators at Draper can hear/review Gunnison inmate conversations and so that UDC investigators at Gunnison can hear/review Draper inmate conversations. The State's, specifically DTS', Wide Area Network (WAN) will not be available for networking the two sites.

FSH Response:

Accept and Comply.

Investigators at Gunnison and Draper have full access of recorded conversations originating from either facility as required above. Access is the State's and specifically DTS's WAN is not used to network the two sites.

The Focus 100 and administrative workstation is installed on a Local Area Network and has the desired capabilities (query, display or print) based on the user's security access level. The system and its components operate utilizing proprietary software specifically designed for use in corrections applications. The State's (DTS) Wide Area Network is not being utilized.

5. UDC investigative personnel must be able to manage inmate ID codes, debit accounts, generate call detail reports and view call records by phone number called, phone number calling, time of day, etc.

FSH Response:

Accept and Comply.

The FSH provided inmate telephone system allows UDC investigative personnel as well as the two FSH system administrators complete access to all of the specified reports (phone number called phone number calling time of day etc.) as well as many other reports not listed.

6. UDC investigative personnel must be able to manage call block lists on a real time basis.

FSH Response:

Accept and Comply.

FSH or UDC investigative personnel can block access to virtually an unlimited number of 11-digit phone numbers or entire classes of dialing from any inmate phone on a real time basis. Restricted numbers can be programmed into the system at no charge, either by your FSH system administrator or from a remote 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.

The System Workstations are capable of showing real time call activity for investigative monitoring. Investigators are able to 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.

- 7. UDC investigative personnel must be able to disable individual inmate telephones and/or all inmate telephones on a real time basis.

FSH Response:

Accept and Comply.

The Focus 100 system provides the ability to enable or disable inmate phones on a real time basis through any system workstation with the appropriate user level. 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.

FSH also has installed and maintains manual cut off keys in each housing unit as required UDC.

- 8. UDC investigative personnel must have the ability to enable “free” calls to specified numbers, e.g., legal aid, etc.

FSH Response:

Accept and Comply.

FSH provides free *local* calls to numbers approved by Utah DOC personnel.

The Focus 100 system has the capability to allow for a database of calls to be routed as free calls. During the installation process, FSH transferred all previously identified free local calls to the Focus 100 system. Unless specified by the UDC such as may be the case with Legal calls, the free calls are subject to the same restrictions, recording and time limitations.

- 4.1.24 Inmate system must be capable of automatically eliminating any monitoring and/or recording of specifically identified categories of calls such as calls placed to legal counsel. This function may be accomplished by the special routing of such calls or through system programming, etc. Meeting this requirement is the sole responsibility of the contractor. When an inmate submits a number request form indicating that a number is that of his attorney, then the contractor must verify that the number listed is in fact an attorney or legal counsel and subsequently protect calls placed to that number. The process the contractor uses to confirm a number requested qualifies for legal counsel status is up to the contractor to develop.

FSH Response:

Accept and Comply.



FSH system administrators verify every submitted attorney or legal counsel request prior to placing the number on an inmate's call list. Once a telephone number is verified as an approved legal call, monitoring and recording are disabled.

The Focus 100 system offers a variety of options in establishing call treatment that allow for attorney or other privileged communications to be handled uniquely. Public Defender and Attorney numbers can be designated as "do not record" to ensure privacy. In addition, the call length can also be established uniquely to set attorney-client calls at a different parameter than general inmate calls. The Focus 100 system is set up so that if an inmates calling privileges have been suspended, by UDC, identified attorney or legal calls may still be allowed.

4.1.25 Contractor is required to provide (employ) and fund, minimally, one full-time (40 hours per week) system administrator/technician to be assigned to the Utah State Prison - Draper and, minimally, one full-time (40 hours per week) system administrator/technician to be assigned to the Central Utah Correctional Facility (CUCF) - Gunnison. The current two system administrators/technicians are employees of FSH. Additional personnel must be added if deemed necessary to accommodate increased workloads. The number of additional site administrators/technicians will be negotiated between UDC and the contractor. Site administrators/technicians must be available 7X24. They need not be physically present during non-business hours; however, they must be available at all times. The contractor must ensure "in state" coverage when site administrator(s) are unavailable, e.g., vacation, illness, emergency leave, etc. For example, a Draper site administrator/technician may "remotely" cover for the CUCF site administrator/technician and vice versa. The contractor must notify UDC anytime a site administrator/technician is not on-site and the contractor must arrange with UDC for coverage when an administrator/technician, for example, is going on vacation. UDC will work with the contractor to establish acceptable 7X24 coverage utilizing site system administrators/technicians, call-out plans, escalation plans, after-hours call center(s), etc. The State's willingness to adopt a "reasonable" approach to 7X24 system administrator/technician "availability" alters, in no way, the State's must requirement that the contractor provide a minimum of two full-time (40 hours per week) site system administrators/technicians. Administrators/technicians must be fully trained and equipped to perform all functions related to the normal day-to-day operation and maintenance of the inmate system including, but not limited to, the following: training, required line testing, equipment testing, phone repairs and/or replacement, database information collection, data screening, data input, custom report generation, inmate contacts, operation of the recording system, etc. System administrators/technicians must work closely with designated UDC personnel, at each site, to keep the inmate system running at maximum efficiency, meet the communications needs of the inmate population, assist in responding to (answering) grievances, and eliminate operational problems and security hazards as quickly as possible.

FSH Response:
Accept and Comply.



FSH has three Utah site administrators fully trained on the Focus 100 system with additional support from the FSH inmate service center and the VAC technical support center. FSH provides dedicated phone lines at Draper and Gunnison with call forwarding capabilities. During a normal work week the Gunnison site administrator works from 6 AM – 2 PM and the Draper site administrator works from 9 AM – 5 PM providing 11 hours of continuous coverage. The three fully trained Utah site administrators are supported by 2 Salt Lake City based and 1 Southern Utah FSH technicians and 3 Salt Lake City based management employees and the FSH Inmate support center located in Portland Oregon.

Site administrators are available as required by UDC with backup as specified by UDC. Any change in schedule when the site administrator will be offsite is pre-approved by UDC personnel.

Requests for repair or service may be made directly to the onsite full time system administrators, or via email (inmate@fshcommunications.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 UDC or Facility to call the FSH Customer Care Center at [800-592-9488](tel:800-592-9488) which will connect directly to our Inmate Specialists who will obtain the specifics and dispatch local technicians.

All dispatches are tracked from initial request through completion. The Customer, Dale Cherrington, FSH Account Executive and UDC'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 UDC's complete satisfaction. A complete Trouble Reporting and Escalation document will be provided to UDC and all necessary personnel.

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 State'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.

- 4.1.26 Contractor will designate a limited number of their personnel, including the site system administrators/technicians, to work at UDC sites. Contractor personnel must pass criminal identification and records checks before being issued UDC contractor identification cards which they will be required to have on their person to enter and work within UDC facilities. They must also agree to sign a standard UDC document which prohibits the forming of and/or carrying on of any personal relationships (fraternizing) between prison staff, contract staff, volunteers and/or inmate(s). Describe how you, as a contractor, will select your site administrators/technicians and other UDC-assigned personnel.

FSH Response:
Accept and Comply



FSH currently has six (6) personnel with security clearance and UDC contractor ID cards including two Salt Lake Management employees. The three site administrators assigned to UDC provide 80 hours per week system administration at USP and CUCF. All FSH employees assigned to UDC sites understand the requirements limiting contact with inmates and others personnel as listed above.

The full time site administrators were selected based upon their knowledge of telecommunications, previous experience and successfully passing a mandatory drug and criminal background check.

Elissa Thompson, the FSH system administrator at CUCF has been in place for 3 ½ years and became a full time FSH employee in September 2006. Ray Eberly, the FSH full time site administrator at USP, has been in place since September 2006 and has over 3 ½ years of telecommunications experience. Jeff Rawlins has worked for FSH, Qwest, U S WEST and Mountain Bell for over 30 years and provides back up support for both USP and CUCF.

FSH also has two Salt Lake City based management employees directly responsible for overseeing all aspects of service and account management of the UDC inmate telephone system. Mike Goeckeritz and Dale Cherrington each have over 30 years with FSH , Qwest, US WEST and Mountain Bell. Mike Goeckeritz has had supervisory responsibility for the service and repair functions at the USP and CUCF facilities during the past two contracts and Dale Cherrington has been responsible for the account management of the UDC contract since 1984.

- 4.1.27 UDC reserves the right to shut down inmate telephones and to limit inmate access to inmate telephones in any/all areas if deemed necessary to manage the inmate population and/or to maintain security of UDC facilities.

FSH Response:
Accept and Comply.

FSH agrees with this requirement and has assisted UDC in meeting this requirement when required.

- 4.1.28 Inmate system must be capable of being shut down quickly and selectively in emergency situations by either or both the contractor and/or UDC. There must be a manual switch in each housing control room for each inmate phone installed in that housing area. Inmate system must be able to be shutdown globally, by facility, by housing unit and/or by individual phone. It must also be capable of restricting any/all PINs and/or voice recognition access. Describe what contractor steps would be taken to ensure integrity of all system data should any of the aforementioned situations take place, and describe how the inmate system would be recovered from an emergency shutdown.

FSH Response:
Accept and Comply.

Manual shut off keys, provided by FSH are in place in each housing area and are available to quickly or selectively shut down the phone system in emergency situations or as required by UDC personnel.

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.

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. TAC can remotely shut down globally, by facility, by housing unit and/ or by individual phone if required. 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 State’s notice of a problem. If an on-site person is required, TAC has the ability to escalate trouble reports as well as dispatch technicians. We strive to provide superior service level agreements by dispatching repair personnel promptly after reasonable notice has been given.

The onsite system administrators at CUCF and USP also can disable the phones at either facility if required.

- 4.1.29 Contractor must provide appropriate training and familiarization to the inmate population and UDC site electronics personnel, etc. on the proper functioning/use of the inmate system. Such training would allow UDC personnel to readily identify "real" problems and to instruct inmates, as well as other UDC staff, about system features, limitations, etc. Training must be provided at no cost to the State. Describe your proposed training; include course descriptions, etc.

FSH Response:
Accept and Comply.

All training for the inmate telephone system is provided at no cost to the State.

FSH provided on site training during change over to new system along with web browser training Follow up training is available as required or desired by UDC personnel. Previous training included visits to every control room to demonstrate new live monitoring capability. Investigator workstations provided by FSH allows the technical support center to remotely assist or provide additional training directly on the investigator workstation.

FSH 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.

As part of the installation process, we provide system training to all identified personnel. As the needs of each facility are further defined, we will adjust staffing and procedures to ensure that administrative functions are addressed in a timely manner and that the support level identified is met



or exceeded in all cases. In addition to providing trained site administrators and technical personnel, the installation team will include several experienced system trainers to review all functions of the new system with appropriate personnel. This will include use and operation of the system from the inmate’s perspective, basic system administration (PINs, 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.

User’s manuals (hard copy and/or CD ROM) are provided to each facility containing workstation information, phone dialing instructions, and forms for tracking system changes. In addition, Site Administrators and technical support personnel are available to assist with any questions that may arise.

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 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.

The comprehensive training curriculum is designed to cover complete system administration and all investigative tools described below.

To further support the initial training sessions, the software provides 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 software function in use.

User manuals which provide detailed step-by-step documentation are also provided to each facility. The Quick Reference Guides with easy reference to the most used applications within the system will be provided to system users. In addition, a refresher training session can be conducted remotely through WebEx. The final source of training is the Technical Assistance Center which is staffed with live technical reps that can assist the users with any question, 24 hours a day, 7 days a week, 365 days a year.

SAMPLE - 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



SAMPLE - Training Course Outline	
	Add a New Inmate Account 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
Calling Process	Placing a Call Dialing Instructions Direct Dialed Calls Collect Calls Local Calls International Calls Call Results Announcements

4.1.30 All inmate calls must be blocked in such a way that the inmate cannot hear: 1) the operator make contact with the called party, or 2) responses from the called party.

FSH Response:
Accept and Comply.

Upon successful completion of inmate dialing, the Focus 100 system voice prompts will advise the inmate “Your call is being processed”. At this time, the inmate is separated from the outgoing call process. Although they can hear the call progress and system announcements, they cannot hear or communicate with the called party until positive acceptance of call is received. While the inmate is not muted; the talk path is not connected.

4.1.31 Inmate system must utilize mechanized (electronic) operators. UDC has found that a mechanized operator system carries inherently less legal liability.

FSH Response:
Accept and Comply.

Using the “Class of Service” option, the Focus 100 system offers the following features utilizing a mechanized (electronic) operator:



- Automated attendant for call setup- The offender will hear a recording that walk them through the call process. At no time is an offender allowed contact with a live operator.
- Voice prompts will be available in English and Spanish. If the offender chooses prompts in either language, the called party will hear the same language.
- To enable the called party to know from whom the call is originating, the Focus 100 system PIN assignment feature includes a provision for the offender (or administrator) to record the offender's name in their preferred language to the Focus 100 automated attendant. The offender's recorded name is then associated with the offender's PIN for all Focus 100 system operations. When the offender places a call, PIN entry will invoke the offender's pre-recorded voice. The Focus 100 system will continue to use this recording for all calls placed by that offender.
- The name of each FACILITY will be recorded and announced to the called party by the automated attendant.
- The called party will be offered the option of hearing the rate of the call and they can bypass the option by pressing a single digit on their digital phone or dialing a single digit on their rotary phone. The Focus 100 system is designed to detect the signal of the rotary dial phone.
- The called party will hear a recording notifying them the call may be monitored or recorded. Properly placed attorney calls will be tagged for no monitoring or recording.
- The Focus 100 system can be programmed to play random messages in either English or Spanish announcing the name of the Facility however this feature is not activated at either site.
- The Focus 100 system is programmed for the offender and the called party to hear an announcement notifying them the call is about to end. Timing of the announcement is programmed to meet each Facility's requirements.
- The Focus 100 system is programmed to allow offenders to place calls to numbers on their allow phone list only.
- The Focus 100 system is programmed to turn on and off automatically at times determined by each Facility.
- The Focus 100 system will allow the FACILITY to set up individual offender call times, by PIN.
- The Focus 100 system may be programmed to limit times between calls. The limit will be determined by the FACILITY.

4.1.32 Inmate system must have the capability to process calls and provide announcements in English, in Spanish, as well as additional languages; list all languages that your proposed inmate system would support. Announcement capabilities must be programmable. UDC personnel must approve the wording of announcements. UDC is interested in having the capability to utilize a periodic "voice overlay announcement" during inmate conversations.

FSH Response:

Accept and Comply

The Focus 100 system is set up to provide announcements in English and Spanish. Other languages are available as required by UDC and are programmable. The current announcements were approved previously by UDC. A periodic "voice overlay announcement" is available but not currently activated.



Multilingual prompts and announcements are available. English and Spanish voice prompts are standard on the Focus 100 system. The Focus 100 system can be programmed to accommodate up to ten languages.

Prompt translation and recording are available in the languages shown in table below.

Available Languages

Multi-Lingual Prompt Translation and Recording				
Arabic	English	German	Mandarin	Spanish
British	Farsi	Hebrew	Norwegian	(4 regions)
Cantonese	Finnish	Italian	Polish	Swedish
Czech	Flemish	Japanese	Portuguese	Taiwanese
Danish	French	Khmer	Russian	Turkish
Dutch	French Canadian	Korean	Somali	Vietnamese

FSH will work with the State to address any needs for additional language support.

Use of intermittent call branding is found to deter fraud:

Random Voice Overlay	Provides random voice overlay telling all call parties that the call is originating from an inmate at a correctional facility.	Provides warning to unknowing call recipients – provides some protection against the potential negatives of three-way calling without using detection methods.
Three-way call Detection Voice Overlay Warning	Detects three-way call attempts and initiates a voice overlay announcement.	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.

4.1.33 UDC prefers a premise-based, database type inmate system minimally capable of the following functions or their functional equivalents:

- A. Assignment of a “Personal Identification Number” (PIN) to each inmate A pin number of some numeric value must always be assigned to the inmate. The current PIN number is the inmate’s USP number but that number could change to his/her offender number, BCI number or any number assigned by UDC. In any case, the PIN number will be verified via some type of bio-based system for positive inmate caller identification as required in paragraph 4.1.39.

FSH Response:
Accept and Comply

The inmate telephone system (Focus 100 system) is configured so that when UDC elects to use the offender number as the inmate pin the system can change without any loss of inmate calling



records.

Focus 100 system interfaces with UDC jail management system (O Track) to automatically assign pin's – change inmates housing assignment – restrict inmates to inmate phones in their assigned living revoke Inmates calling privileges or suspend an inmates pin while they are away from the facility. The interface updates the Focus 100 system database once per hour.

The Focus 100 system is designed so that if UDC determines to change the inmates PIN from their USP number to their offender number the change can easily be transitioned.

PIN Numbers are verified by Voice print technology as discussed in 4.1.39. PIN Numbers are also restricted to an inmate's living unit as identified by UDC's "O Track" program.

B. Ability to regulate and/or restrict numbers called by an inmate using their PIN

FSH Response:

Accept and Comply

Call lists are maintained by onsite FSH System administrators.

Using PIN Control, each inmate can be restricted to calling only approved numbers on an inmate-specific list. Any PIN can be disabled as directed by UDC, revoking a specific inmate's phone privileges.

C. Ability to deny call privileges to one or more PINs at anytime

FSH Response:

Accept and Comply

Inmate metering is updated daily via information from UDC ("O Track") data base. The Focus 100 system allows users to define an Inmate "Class of Service" (COS) that can be assigned to any inmate account. If the Inmate COS is changed all inmate accounts that are using that COS will then start using the new setting. This feature is typically used when inmates have multiple calling restriction levels so that several Inmate COSs will be defined and can be changed for individual inmates based on behavior or living unit assignment.

The Focus 100 system systems at CUCF and USP are set up in the following manner

- Level 2 Inmates
- A level Legal calls only]
- B Level 1 call per week
- C Level 2 calls per week
- D Level 3 calls per week
- E Level 4 calls per week
- F Level unlimited calls
- Level 3, 4, 5 Inmates
- G Level Legal calls only
- H Level 1 call per month



- I Level 2 calls a month
- J Level 3 calls a month
- K Level 4 calls a month
- L Level 2 calls a week
- M Level 3 calls a week
- N Level 4 calls a week
- O – Q Unlimited calls

Inmate accounts can also have individual settings so it is not required that an inmate account have an Inmate COS assigned to it.

- D. Ability to restrict certain telephone numbers, e.g., 800, 888 and 900 by all phones, by all PINs, by specific PINs, etc.

FSH Response:
Accept and Comply

The Focus 100 system is programmed to block all access to directory assistance access numbers such as 0, 00, 411,555-1212, 911 and other emergency numbers and to block calls to local numbers and exchanges which access NPAs such as 550, 700, 900, 976-xxx, etc. As new numbers are introduced to the calling market FSH will routinely update the FOCUS system-wide local number restriction database.

The Focus 100 system is programmed to block all calls made to telephone numbers such as the numbers of the correctional institutions, state official telephones, and other established the institution. Inmate phones are automatically blocked from receiving incoming calls.

The Focus 100 system is programmed to block calls to access long distance carriers such as 950-xxx, toll free, 10XXX, or other means.

- E. Ability to time various call types, e.g., attorney, clergy, family, etc., selectively by different time frames, by all PINs, by specific PINs, by specific telephone number, etc.; must have programmable time-out announcements as approved by UDC (UDC presently allows 30 minute inmate calls).

FSH Response:
Accept and Comply

The Focus 100 system platform is very flexible and provides UDC the ability to have fixed allowed times for the various call types by all PINs or by specific PINs and by specific inmate phones with programmable time-out announcements. Call lengths are adjustable by call type and are currently set to the length requested by UDC.

- F. Ability, if authorized by UDC, to selectively customize call billings by PIN to allow free calls to specific call types, e.g., attorney (free calls are allowed to the Disability Law Center and to the State’s TDD relay service provider) or to redirect call payment responsibility to the individual inmate, to an inmate store/commissary account or to



some other authorized funding source. UDC handles commissary functions through Utah Correctional Industries (UCI).

FSH Response:

Accept and Comply

The Focus 100 system meets all of the above requirements and FSH provides selective free local calls based upon UDC's policies. Redirecting call payment to an inmate store/commissary account would require a data connection between the Focus 100 system and the UDC's commissary system, similar to the interface existing between UDC's "O Track" JMS and the Focus 100 inmate telephone. An option already installed but not activated, per UDC allows for debit calling or pre-paid card options. The option can easily be activate if UDC determines to allow debit ore pre-paid calling.

- G. Inmate system must include error prompts, initial contact with called party, verification of acceptance of charges, announcement of an inmate name, that the call is from an inmate at a UDC facility, cost of the call and how to accept or reject the call.

FSH Response:

Accept and Comply

The Focus 100 system states that the call has originated from either the Draper or Gunnison facility as appropriate and provides the inmate call processing prompts, called party branding messages, positive acceptance functionality, inmate name, site branding, cost of call, and instructions for accepting or rejecting calls. Additionally, the Focus 100 system provides the called party the ability to automatically block future calls from the inmate if desired. Called numbers unable to accept collect calling are allowed a one time complimentary one minute (1) phone call. The called party is also advised the process to set up a pre-paid account. Calls to cell phones are not allowed per UDC policy.

- H. Following the dialing sequence, the inmate must be put "on hold". The inmate must not be permitted to monitor call progress and must not be allowed to communicate with the called party until the call is positively accepted.

FSH Response:

Accept and Comply

The Inmate's voice is pre-recorded during voice print enrollment and they are not allowed any communication until the call is accepted. The Inmate is able to hear the called party answer the phone however no other communication takes place until the call is accepted by the called party

- 4.1.34 At the end of the contract term, all databases of users, PINs, allowed and/or blocked calls, etc. become the property of the State.

FSH Response:

Accept and Comply.



The above information will be made available at the end of the contract term as requested.

4.1.35 Inmate system must store all call records and system database records on-site and be capable of producing real-time, on demand custom calling reports for investigative and/or for audit purposes. These reports should include all calls by PIN number, all calls from a specific PIN to a specific telephone number, frequently called numbers, etc. All reports should be capable of including date, time, originating telephone number, originating PIN, call duration, number called, etc. Contractor will provide remote terminal(s) and/or connection to the UDC computer system for generating such reports at additional authorized locations in addition to the contractor's system administration terminals. System security must be available to restrict UDC personnel to various levels of system access. The capability to generate call reports and/or to review call data must be available at each system site. UDC wants to regularly receive reports that identify system rejected call attempts and/or calls refused by the called party. The data storage system must include a permanent storage medium and appropriate safeguards to protect against any loss of call data in the event of power failures, equipment failures, etc.

FSH Response:
Accept and Comply

The Focus 100 system provides UDC the ability to generate real-time on-demand investigative and multi-functional audit (e.g. call usage, number use patterns, financial analysis, etc.) reports from the UDC user workstations or from the FSH provided workstations. These reports include all calls by PIN number, all calls from a specific PIN to a specific telephone number, frequently called numbers, etc. All reports are capable of including date, time, originating telephone number, originating PIN, call duration, number called, etc. The reports are available to the users with the proper authorization for each system site and provides reports that identify system rejected call attempts and/or calls refused by the called party.

Data is stored on site on raid5 scsi hss disk arrays with a separate backup storage location. Both site servers databases are replicated to the stand-alone HQ server which is a third separate data storage location.

The reports may be pulled by authorized UDC personnel at either Draper or CUCF, FSH on site system administrators or remotely by the FSH inmate support center of the VAC technical support center.

4.1.36 Inmate system must have the capability to generate real time special reports and to sort data by different categories. What is the time lag from when an inmate phone is dialed until identification, e.g., a print out, of the dialed number is available? Can your system generate "red flag alarms" when specific numbers are called, etc.?

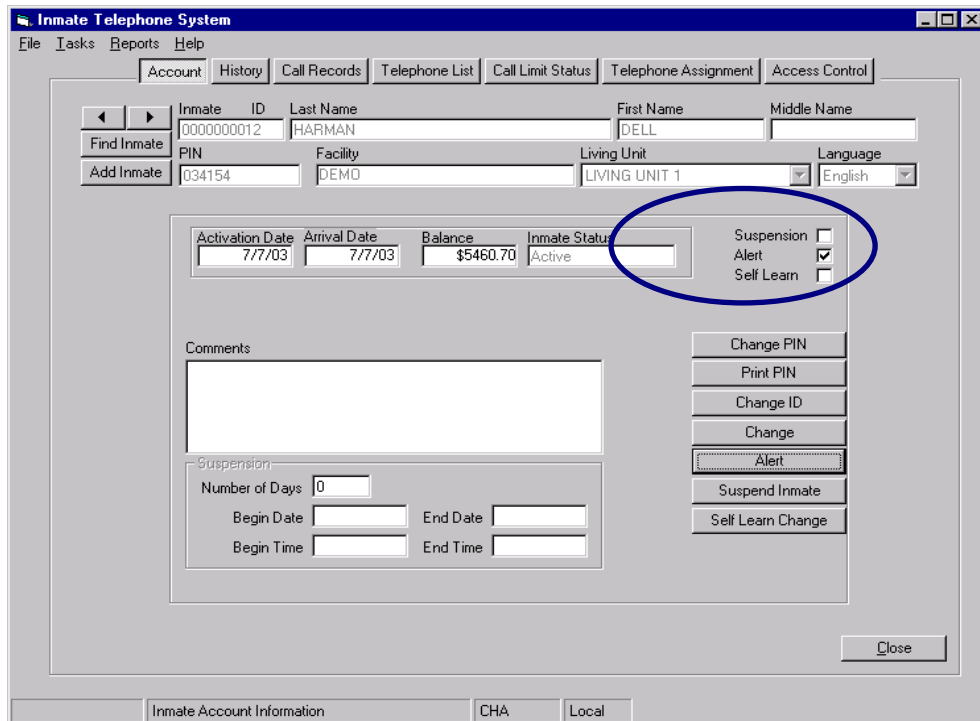
FSH Response:
Accept and Comply

Reports detailing identification of dialed numbers from the inmate phones are available immediately and red flag alarms or alerts are generated as soon as the "red flag number is dialed.



The Focus 100 system provides two separate alert functions that will notify investigators of alerted calls, while investigators are sitting at their workstation and /or remote notification, as established.

Workstation Alert – 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.



V-Alert – The SNITCH feature permits site investigative personnel to identify “hot numbers” which may be either a specific inmate(s) or called telephone number. Each “hot number” entry is associated with a notification telephone number and alternate number. When the “hot number is called”, the investigator receives a notification call, answers, enters a PIN and may then listen to the conversation in progress.



SNITCH Browser

User
 User Name Primary Phone Number

Alerts

#	Alert Type	Called #	ID	Inmate Name	Expiration Date	# Hits

Show Expired Alerts

Calls

#	Date	Time	Called #	ID	Inmate Name	ACK	Recording

Show Acknowledged Calls Show Hidden Calls

Authorized users can place alerts on individual telephone numbers, choose to record or not record calls made to the number, and create comments pertinent to each telephone number on an inmate’s list.

The Focus 100 system allows the setting of alerts on an inmate’s phone activity either based on the inmate PIN, or on the called number, or on a combination of both the inmate specific PIN and the called number. When an alerted call occurs, the call is displayed on the workstation of the facility staff member that is monitoring such calls.

The Alert Notification Report displays all accounts or telephone numbers placed on Alert status by the facility staff. This is regardless of whether the alert was for all calls by a particular inmate or calls to a particular number. An alert placed on an account occurs if the inmate does not have a phone list and places a call to a telephone number that has an alert. The ability to see all alerts is determined by the security level of the User ID requesting the report. The Alert Notification report displays the following information in chronological order:

- Facility Name
- Facility Code
- ID (inmate's ID number)
- Inmate Name
- Dialed Digits
- Alert
- Date/Time (of call)
- Station
- Cost (of call)
- Total Number of Alerted Calls for the Facility



The Focus 100 system allows the setting of alerts on an inmate’s phone activity either based on the inmate PIN, or on the called number, or on a combination of both the inmate specific PIN and the called number. When an alerted call occurs, the call is displayed on the workstation of the facility staff member that is monitoring such calls.

The Focus 100 also has the option to call an Investigator’s phone number to announce an alert. This feature, called SNITCH can be activated at the PSCO’s discretion. The alert notification system announces to the Investigator that an alert event has occurred and requires him to enter a Personal Identification Number (PIN) as security to ensure the correct person has answered the phone. Once the PIN is entered and verified, the system provides instructions to the Investigator that allows him to identify the inmate(s) of the triggered alert and procedures to retrieve and play the recorded conversation of the alerted call. Once the user has listened to the recording, an option is given to acknowledge the recording. If the recording is acknowledged, the system will no longer attempt to contact the user for that specific alert event. The system only attempts to deliver notifications during specified time of day ranges as defined 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.

SNITCH will allow each “hot number” to be associated with a notification telephone number and alternate number. When the “hot number” is called, the system then prompts a call to the telephone or pager number previously designated by the investigator. This number can be any designated telephone (cell or any other number) or pager number. In the event that the initial call is not answered, a second number can be designated as a back-up number to alert investigators of the targeted call.

In addition, the system contains the Alert Notification Report, which provides details for all calls made by inmates placed on alert and calls made to telephone numbers that have been placed on alert status during the designated report period.

Run Date : 08/08/2002 Inmate Phone System
 Run Time : 12:44:40 Alert Notification Page 1 of 1

Report Site: COF From: 08/01/2002 - 00:00:00
 Terminal Making Request: AII1DEMO_WS01 Thru : 08/08/2002 - 23:59:59
 User ID: testadmin

Facility Name: DEMO	Facility Code: CHA
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ID	Inmate Name	Dialed Digits	Alert	Date/Time	Station	Cost
000000002	TWO, NO PIN LINE	9728083483	BOTH	08/01/2002 08:05:29	2	\$0.00
000000002	TWO, NO PIN LINE	9728981002	BOTH	08/01/2002 13:11:31	2	\$0.00
000000002	TWO, NO PIN LINE	9728083313	BOTH	08/01/2002 12:14:54	2	\$0.00
000000002	TWO, NO PIN LINE	9728083313	BOTH	08/01/2002 12:18:21	2	\$0.00
000000002	TWO, NO PIN LINE	9728083483	PHONE	08/06/2002 09:47:23	2	\$0.00
000000002	TWO, NO PIN LINE	9728083483	PHONE	08/06/2002 09:50:54	2	\$0.00
000000002	TWO, NO PIN LINE	9728083483	PHONE	08/06/2002 09:55:02	2	\$0.00
000000009	JOHNSON, JOHN RAY		PHONE	08/07/2002 14:47:08	0	\$0.00

Total Number of Alerted Calls for the Facility: 8



4.1.37 Inmates are currently allowed ten telephone numbers on their individual calling list. They are allowed to revise their calling list once during a thirty day period. Describe your inmate system’s capability to selectively restrict inmate calling.

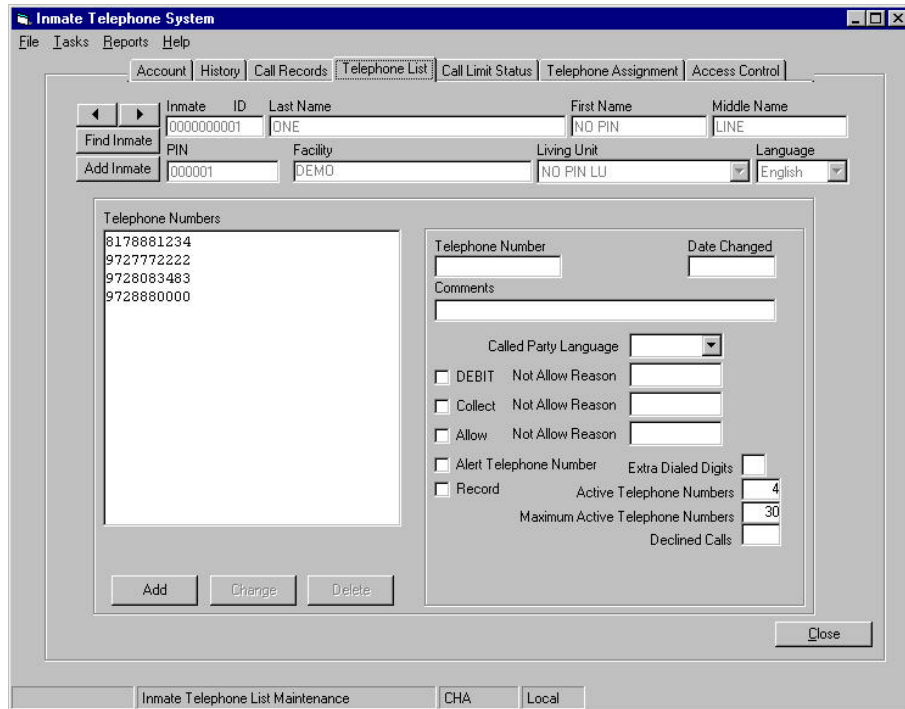
FSH Response:
Accept and Comply

The installed inmate telephone system at Draper & Gunnison is administered according to the requirements as stated above and is set to limit inmate calling to ten telephone numbers.

The system was recently upgraded to allow UDC to restrict inmates calling if requested without restricting access to attorney calls.

As required, the Focus 100 system is configured with PIN numbers to identify each inmate. Further, each inmate account has a defined list of allowed numbers (“calling list”) which the inmate is permitted to call. The size of this list can be defined by the State and may be as large as 30 numbers per inmate.

In addition to the inmate specific allowed call list, the UDC may specify a “global” list of allowed numbers which are accessible by all inmates. These numbers do not impact the inmate-specific calling list. Inmates are strictly prohibited from calling any number that is not either a) present on their personal allowed calling list or b) present on the globally allowed calling list.



As the screen demonstrates, each number listed on the inmate’s calling list can have a variety of parameters. Each entry can have a description of the number, the preferred language of the called party, a Record/Do Not Record indicator, a restriction to all allow Debit and/or Collect calls and the ability to raise an alert to the UDC investigator’s for calls placed by that inmate to that specific called number.



The Focus 100 system also provides an Inmate Phone List Self-Learn Feature which allows the inmate to place calls until his phone list contains the maximum allowed telephone numbers as established by UDC. Telephone numbers that will not be routed, such as blocked or misdialed numbers, will not be added to the inmate's list. When the inmate phone list reaches the maximum allowed telephone numbers, then the inmate will only be able to call the numbers on his list. While this feature is available at UDC is not activated based upon UDC policy. Telephone numbers on the inmates account list are entered by the FSH on-site system administrators.

- 4.1.38 Contractor's system administrators must process inmate phone number requests and subsequently update the database. In order to protect the contractor from being inundated by numerous and/or frivolous requests for number changes and/or additions, system administrators will only be "required" by UDC to change an inmate's calling list once during any given 30 day period. Note: It may be in the contractor's best "revenue interest" to make more frequent changes.

Describe how you would enroll current offenders into your inmate communication system and how you would maintain the process of enrolling new offenders.

UDC' inmate telephone request form is attached; it is entitled "Attachment VIII - Inmate Telephone Request Form".

FSH Response:
Accept and Comply

New offenders are added to the inmate communication system through an interface with UDC's O Track system. The inmate then submits an inmate telephone request form (Attachment VIII). The FSH site administrator reviews the form to make sure it complies with UDC policies and then inputs the information into the inmate communication system

Site administrators receive inmate call requests daily and process requests on a first in first out basis – call lists are usually processed within two days of receipt. FSH is willing to discuss procedures that would help maintain a once every 30 day change rule.

Periodically or as often as required the site administrators will provide a report listing all inmates that have the same telephone number on their call lists. We have found the report to very valuable investigative tool.

- 4.1.39 Inmate system must have the capability of restricting specific PINs to specific inmate telephones, thereby stopping an inmate from utilizing an inmate telephone in a housing area other than their own. The incumbent inmate system contractor utilizes "voice print" technology in the matching of a specific PIN to a specific inmate's voice. UDC requires some type of bio-based verification system for positive inmate caller identification, e.g., voice print, thumb print, whatever. Describe what bio-based technology your proposed inmate system utilizes; include: 1) how the technology works, 2) how long the



technology has been in service, 3) the number of false positives and the number of false negatives, 4) a reliability statement, 5) a reliability percentage and 6) a list of correctional facilities that you serve that are currently using the proposed technology.

FSH Response:

Accept and Comply

FSH has found the voice verification works very well when accompanied by supervised enrollment as was used when the voice verification system was activated in November of 2006 at both facilities.

A feature new to the current inmate phone system (Focus 100 system) is the ability to restrict inmate pins to their assigned living units. This is accomplished with the interface between UDC's "O Track" jail management system and the inmate phone processor. PIN numbers, and inmate living units are updated hourly. Inmates that are temporarily away from the facility due to court appearances or transfers have their PIN's suspended in order to prevent any unauthorized phone attempts.

The inmate phone system has the capability to transfer Inmate call records and call lists when transferred from one facility to the other.

The Focus 100 system comes equipped with the ability to control in PIN's with regards to specific living units and even so far as specific phones within the living unit. This degree of control prevents the inmate from perpetrating PIN fraud.

An additional level of security relating to the PIN control is found in the V-PIN feature. This powerful biometric insures the identity of the inmate by comparing the PIN number he has put in at the phone with his voice signature.

After extensive development and testing, the V-PIN feature was released to the inmate marketplace in the fourth quarter of 2004. V-PIN has been successfully deployed with in the inmate community since that time.

V-PIN makes it very easy on the facility to insure that PIN fraud is stopped. When an inmate is initially booked into a facility, they are asked to speak their name and have their voice signature recorded. The name, word or phrase the inmate speaks at that time will then be utilized as the verification print for all future phone calls. By the inmate using the same name, word or phrase they initially recorded, the system is enhanced by not having to search through a myriad of voice prints seeking a match.

V-PIN was designed to take advantage of the fact that each individual has a voice signature, which just like a fingerprint, cannot be imitated by others. VAC performed benchmark testing at a high traffic facility with over 210,000 attempts/completions. V-PIN performed with a 99.42% accuracy which had a false positive rate of less than .86% and a false negative rate of less than .89%.

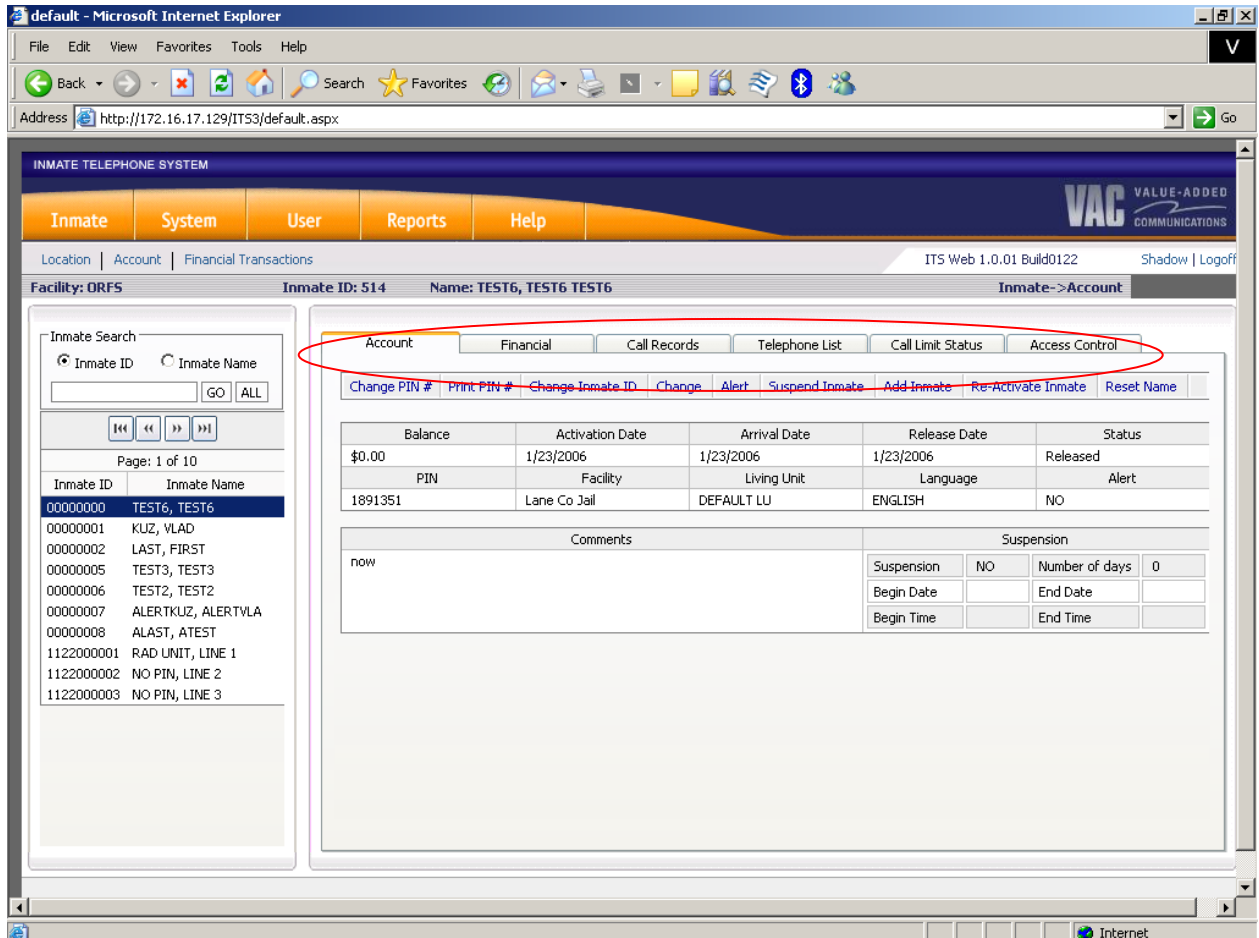
We believe that the reliability of V-PIN is the flagship in the industry. As will all of VAC's products, we believe that quality and reliability are paramount prior to the release of any software or hardware. V-PIN meets/exceeds the exacting standards set forth within VAC.

While the system is installed at various facilities within the inmate market space including both



UDC facilities, we cannot supply the name of the facilities with prior written consent. Due to the nature of V-PIN, facilities do not want the fact that such technology is used to be widely known for security purposes. In most cases, we have signed a non-disclosure and therefore cannot point out specific sites without agreement and joint knowledge regarding non-disclosure agreements.

For the tightest control of inmate calls the Facility would choose a PIN system which provides the administrator the ability to place individual controls on each inmate. The screenshot below shows the Web-Focus 100 system control screen for an inmate’s account when using the PIN feature.



Inmate Account Control

The screenshot above details the call controls which may be placed on an inmate’s telephone account if PINs are used. Other controls may be placed on individual telephones if the facility determines not to use the PIN method of controlling inmate calls. The controls may be set individually for each inmate or many inmates may be assigned a Class of Service (COS) which is a quick way of assigning the same call controls to many inmates at once. The following are call controls which may be placed on inmate accounts.

Quantity controls (may be set for Collect, Debit, or both)

- Number of calls per day



- Number of calls per week
- Number of calls per month
- Number of minutes per day
- Number of minutes per week
- Number of minutes per month
- Minutes between calls (one setting for both Collect and Debit calls)
- Minutes per call

Other controls if appropriate include:

- Number of Focus 100 system INQUIRIES (listen to Focus 100 system account information)
- Number of Commissary INQUIRIES (listen to Commissary information)
- Require Approved Number List - Collect
- Require Approved Number List - Debit
- Allow Special Number List (A special list of numbers not required to be on inmate list, such as a snitch line)
- Use call branding message (deters fraud by announcing call from an inmate)
- Use intermittent call branding (deters fraud by intermittent announcement of call from an inmate)
- Maximum declined calls per day (deters harassment)
- Maximum active telephone numbers (reduces staff workload)

The screenshot shows a web browser window displaying the 'INMATE TELEPHONE SYSTEM' interface. The 'Change Controls' dialog box is open, showing various settings for an inmate's account. The dialog box has tabs for 'Controls', 'Telephone Schedule', and 'Commissary Schedule'. The 'Controls' tab is active, showing a table of settings with columns for 'Collect', 'Direct', and 'Total' (each with a numeric input field and a '*' checkbox), and a list of control options with their own checkboxes and input fields.

	Collect	Direct	Total		Day	Week	Month
Calls/Day	* <input type="text"/>	* <input type="text"/>	* <input type="text"/>	ITS Inquiries	* <input type="text"/>	* <input type="text"/>	* <input type="text"/>
Calls/Week	* <input type="text"/>	* <input type="text"/>	* <input type="text"/>	Commissary Inquires	* <input type="text"/>	* <input type="text"/>	* <input type="text"/>
Calls/Month	* <input type="text"/>	* <input type="text"/>	* <input type="text"/>	Funds Transfer to ITS	* <input type="text"/>	* <input type="text"/>	* <input type="text"/>
Minutes/Day	* <input type="text"/>	* <input type="text"/>	* <input type="text"/>	Require Approved Number List (Collect)			NO
Minutes/Week	* <input type="text"/>	* <input type="text"/>	* <input type="text"/>	Require Approved Number List (Direct)			NO
Minutes/Month	* <input type="text"/>	* <input type="text"/>	* <input type="text"/>	Allow Special Number List			NO
Minutes Between Calls			* <input type="text"/>	Use Call Branding Message			NO
Minutes Per Call	* <input type="text"/>	* <input type="text"/>		Use Intermittent Message			NO
				Maximum Declined Calls Per Day			<input type="text"/>
				Maximum Active Telephone Numbers			<input type="text"/>



Inmate Access Controls

The V-PIN feature implements Inmate verification by matching the inmate’s voice print that is attempting to make a call to the reference name recording voiceprint that was created during the automatic registration process.

V-PIN works by “registering” the inmate’s speech pattern via his spoken name and comparing it to the speech pattern on all subsequent call attempts from that inmate’s PIN. Since the inmate self-registers via automated system prompts on his first call no administration is required. The inmates registered name is played to the called party on all calls and is captured for playback in call recordings.

When the Inmate enters his PIN to make a call the system prompts the inmate to state his name. The system then compares the voice pattern of spoken name to the recorded name and if a match exists the call is allowed.

V-PIN virtually eliminates the problem of PIN sharing. The call is disallowed if three consecutive test inmate name recordings tests fail to match the reference name recording for the dialed PIN.

- 4.1.40 Inmate system must allow "collect only" calling unless exceptions, e.g., calls placed to the Disability Law Center, to attorneys, to clergy, to the State’s TDD relay service provider, etc. are specifically authorized in writing by UDC. Inmate system must be capable of eliminating alternate billing methods for inmate calls.

FSH Response:
Accept and Comply.

The Focus 100 system currently installed at both facilities meet the requirements as stated above. Free local calls are provided to the Disability Law Center, Salt Lake County Public Defenders office (when the call is dialed as a local call) and the TDD relay service provider. All other calls are placed as “collect only” with the exception of inmate calls to telephone numbers that are not able to bill collect calls. People that have a phone company that does not have collect call billing arrangements in place are able to set up pre-paid accounts through in order to receive inmate calls.

- 4.1.41 Inmate system must be capable of detecting and eliminating (minimizing) efforts to “transfer” inmate calls to a third party utilizing "three-way calling" and/or "conferencing". Detection of any attempt by the called party to transfer an inmate call or to create a conference call must result in the call being disconnected. Describe what three-way and what conferencing prevention feature(s)/technology your proposed inmate system utilizes; include: 1) how the feature(s)/technology works, 2) a reliability statement and 3) a reliability percentage. This feature must function without unreasonably restricting an inmate’s ability to make a properly authorized and processed call. Are any serious efforts underway within the inmate communications industry to better manage the abuse of three-way calling and conferencing?

FSH Response:
Accept and Comply



The current inmate phone system utilizes three-way call detection and terminates three-way calls when detected. Due to recent advances in digital phone systems and other efforts to avoid 3-way call detection some three way calls are able to circumvent detection. FSH has considerable experience with most inmate phone systems utilized in Prisons and Jails and has found the current 3-way call detection system in place as effective as others used by other vendors. VAC is continually working to improve 3 –way call detection capability.

The decision by UDC to record 100% of all inmate phone calls with one year's online storage requirement insures that any undetected three-way phone call will be completely recorded. The addition of voice print and pre-submitted call lists ensures that undetected three-way calls are associated with the inmate placing the phone call

The three-way call detection sensitivity can be adjusted from the default nominal setting that provides very good detection with very few false detections to more sensitive settings that will practically eliminate three-way calling but may incur more false detections.

VAC holds its own patented proprietary process for detection of third party calls. This patented technology allows VAC legal authority to provide the service. VAC's patented proprietary three-way call detection is not dependent upon the location of the central office.

The Focus 100 System is designed to isolate three-way call attempts by detecting multiple call characteristics typically associated with this type of activity. The process is not limited to the detection of a switch hook signal. Any call detected by this feature will be tagged as a three-way call in the call detail record and made available for review in a report designed for this specific purpose.

Upon detection of the attempt to access three-way or conference calling, the VAC Focus 100 System will terminate, block, or continue the connection (based on the State's preferences).

The process is working within several state and county facilities to include the Federal Bureau of Prisons and States of Colorado, Pennsylvania, Missouri and Washington to name a few.

Once the system is up and running for a period of time, traffic patterns and call activity will be analyzed to determine the optimum sensitivity setting for three-way call detect. At this time, the disconnect feature will be enabled at the direction of the State. From this point forward, calls that trigger the three-way call detection feature will be disconnected, or cause the call to be disconnected.

While every effort is made to improve the accuracy of three-way call detection, it is possible for other events on a call to inadvertently result in call disconnection. These include:

- Non-voice sounds during the call
- Extra digits dialed during the call
- Dropping or tapping the handset
- Use of the call waiting feature by the called party
- Simulation of a hook switch / flash

If the phone system detects a three-way call attempt, the system will end the call immediately.



Three-way Call Detection and tracking	Detects three-way call attempts and notates call detail record.	Allows for non-intrusive investigation/tracking of three-way calling activity.
Three-way call Detection Voice Overlay Warning	Detects three-way call attempts and initiates a voice overlay announcement.	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.
Three-way Call Detection Disconnect	Detects three-way call attempts, plays an explanatory message, and disconnects call and notates call record.	Allows for immediate disconnection of potential three-way calling activity.

VAC has had significant success with the detection of three-way calling through its proprietary three-way detection capabilities. VAC’s systems are currently installed in some of the largest correctional facilities within the US to include the Federal Bureau of Prisons, the states of Colorado, Pennsylvania, Washington, Oregon, and Missouri.

Current technology in the Public Switched Telephone Network only provides audible indications on the line when call forwarding or a three-way call is attempted. Since three-way calling requires a hook-flash of a specified minimum and maximum duration and since the three-way calling is usually accompanied by silence from the called party end of the line, the system detects these signals and responds according to system programming. These responses can be a voice prompt informing the parties the call is from an inmate, a flag on the call recording indicating that a three-way call was detected, termination of the call, or a combination of these. The system is dependent on the noise on the line and other signals that can sound like three-way call attempts or the lack of signaling during a three-way call attempt, e.g., connecting two lines through a dual line phone or a digital PBX. Some of the problems that exist with the current technology are: (1) call waiting may sound like a three-way call, which makes differentiation virtually impossible resulting in erroneous disconnects; (2) call forwarding may not be detected at all; and (3) noise or conversation on the line may mask the signaling normally heard during a three-way call attempt.

VAC continues to develop additional methods to detect three-way and remote call forwarded calls. Research has identified that on a large number of three-way call attempts a secondary ring is heard. A trap for secondary ring can be implemented, and provides several options as to which type of action is to be taken. VAC does not currently have statistical analysis to determine and report the percentage of attempts and successful detection of such call attempts.

The call can proceed and the call detail record is marked with a special indicator, the call can proceed and the investigator is notified of the three-way call event, or the call can be disconnected. In addition, the DOC can request that called parties who abuse three-way calling and call forwarding, have the particular called party number blocked in the facility database listing.

Based on its extensive experience within the industry, VAC has some state DOC customers recommending to their investigative staff that the call be permitted to continue, and mark the call detail record as a fraudulent or three-way call attempt for later investigation. This permits



investigators to collect valuable evidence that ordinarily wouldn't be available if the call was immediately disconnected. This solution includes comprehensive call recording at each facility permitting archival of three way calls for investigative work long after the call was completed. However, if DOC simply wants all three-way call events and discovered call forwarded numbers to be disconnected, FSH will comply with this request. We can play an announcement to the called party that the call is being disconnected because of an identified three-way call event.

4.1.42 Describe how your proposed inmate system handles inmate calls that are answered by answering machines, busy signals, call waiting, not answered, etc.

FSH Response:
Accept and Comply

Positive acceptance is required by the called party in order for the call to complete. The called party is required to press a single digit to accept the call. Rotary dial parties will also be required to use positive acceptance. If the called party does not respond within a certain amount of time, the call will be disconnected. Billing does not start until positive acceptance is complete. The called party also has the option to block their number from receiving future calls. Calls answered by answering machines, busy signals, call waiting are not answered due to the requirement of positive acceptance.

4.1.43 Describe how UDC would provide input data to you, the contractor, for establishing the inmate system's operational database; include sample data input forms.

FSH Response:
Accept and Comply

The system(s) to input data with the FSH system is already in place. Inmate Pin numbers, housing location and calling privilege level is provided via the UDC "O-Track" interface. Inmate call request lists are provided directly to the onsite system administrator's through the UDC mail system. FSH uses the UDC data input form that UDC provided as part of this RFP.

4.1.44 Inmate system feature functionality shall be site programmable/ controllable by contractor system administrators and/or remotely programmable/controllable from the contractor's service center. Contractor must complete the input of new inmate calling requests and inmate data into the inmate system's database within 24 hours or within one normal work day after collection/receipt of the new inmate calling request/data. This paragraph refers to inmates who are new to prison or who are being returned to prison from parole. The rationale being, provide new inmates access to their families and legal counsel ASAP after their arrival to prison. Paragraph 4.1.38 verbiage, specifically, "change an inmate's calling list once during any given 30 day period" refers to subsequent calling requests. Subsequent requests are changes that an inmate may want to make to their list of approved numbers (requests received after an inmate is already in the system). Describe how you would maintain the integrity of telephone numbers submitted, and possibly resubmitted, by inmates that are disapproved by UDC; include how "disapproved" telephone numbers would be handled if UDC subsequently approves "disapproved" telephone numbers.



FSH Response:

Accept and Comply

The Focus 100 system as installed at both CUCF and USP is set up so that as an inmate is added to the “O Track” system they are also added to the Focus 100 system database within one hour. New, Inmate, calling requests are added to the system within one normal work day by the on-site FSH system administrator.

If an inmate telephone number is not approved by UDC the number is added to a global not allowed block table listing the reason the number was disapproved the date and who blocked the number. If a request is then made by another inmate to add the number the number will not be allowed until the original block is removed or approved by UDC.

- 4.1.45 Contractor must maintain inmate system software, including the operating system (system administration and system reporting terminals/PCs), at the latest general release at no cost to the State. Describe the process for handling other than general release software upgrades and/or system enhancements requested by UDC; include any costs that would be imposed on the State for the requested non-general software upgrades and/or system enhancements. It is the State's opinion that general release software upgrades and/or general inmate system improvements throughout the term of the contract should be provided at no cost to the State. The State will negotiate “payment” with the contractor if/when UDC requests the deployment of altogether “new” inmate technologies, e.g., video visitation/arraignment and/or the complete change-out of the inmate system. Contractor shall discuss inmate system upgrade/enhancement benefits with UDC and proceed only with UDC approval. Describe how system wide inmate system upgrades/enhancements are handled.

FSH Response:

Accept and Comply

The proposed Focus 100 system software will be upgraded throughout the contract period, when new versions of the present software are implemented. UDC will be notified and a schedule will be set up. Upgrades will be done at no charge to UDC or the State of Utah. Upgrades are usually done using remote access and at night when the phones are shut down. FSH’s objective is to cause as little disruption in phone service as possible. As altogether “new” inmate technologies become available FSH will discuss the benefits with UDC personnel as directed above.



4.2 Installation Requirements

As the incumbent provider, FSH already has the Focus 100 system completely installed and in place at CUCF and USP. No installation of new equipment will be required if the FSH proposal is accepted. FSH agrees to follow all of the requirements indicated in this section with any future installations during the life of the contract including the new installation at CUCF and any other new installations that may occur.

4.2.1 Contractor shall be responsible for all conversion-related and ongoing inmate system costs, including but not limited to the purchase of equipment, installation, service, maintenance, voice network, data network, day-to-day operations, etc. Contractor, if other than the incumbent, shall coordinate all conversion activities, etc. with UDC and with the incumbent contractor. Describe your proposed conversion time line. How would you ensure a seamless (non-disruptive) change-out of inmate communication systems/service?

FSH Response:

Accept and Comply

FSH currently supplies inmate telephone equipment and pay telephones to UDC so the FSH proposal will require no conversion time as the system is already in place.

New installations requiring additional equipment (CUCF) will be added without disruption to the existing inmate telephone system. FSH agrees to follow all of the requirements indicated in this RFP with any future installations during the life of the contract.

With new installations, as with most complex projects, success is built into the detailed plan that ALL parties understand and agree to. The FSH plan will be developed in coordinating with UDC's key stakeholders to ensure a successful transition and eliminate any downtime.

To accomplish this we highly recommend an 'off hour' transition. 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.

All systems are manufactured, assembled, tested, and must pass rigorous quality assurance prior to shipping. Systems are shipped fully configured, including all cabling, and ready for installation. Additional equipment, such as telephones, are also guaranteed to be ready for installation by the required date.

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:

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 Focus 100 system.
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. 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.
9. The FSH team leads the installation process with VAC counterparts to insure a seamless installation and test of all components on site before going 'live'. Sign off by site personnel or other designate is encouraged. Installers are then thoroughly familiar with each system to be installed and the specific State requirements before they even get on site.

FSH and VAC have installed many systems after inmate phones are turned off for the evening. The FSH inmate technicians and VAC technicians are very used to working with each other and have completed each install flawlessly. They have completed successful system installs both during the day and in the evening for multiple, large and small sized facilities.

Should the need arise; FSH will work with the new vendor to remove our equipment and phones on a schedule workable to UDC, FSH, and the new vendor.

4.2.2 Contractor shall be responsible for determining all wiring and software requirements.

FSH Response:
Accept and Comply

All wiring and software is already in place and functioning. FSH agrees to determine all wiring and software requirements in new installations that may occur during the life of the contract.

4.2.3 Describe any/all inmate system hardware, etc. space requirements. Based upon information/insight gained during site walk-throughs (refer to para 2.8 **Site Walk-Throughs**), provide: 1) an equipment configuration and 2) a scale drawing of the space required for the main server, storage devices, all on-site computers and peripheral equipment.

FSH Response:
Accept and Comply



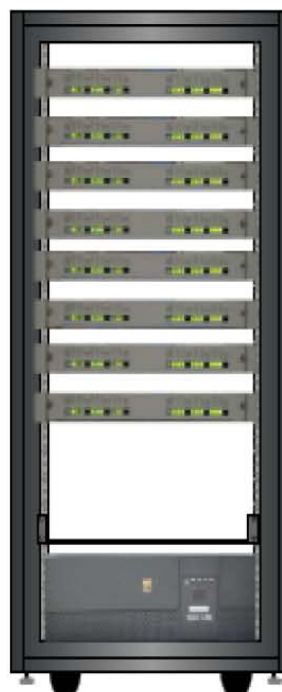
All inmate system hardware is in place at both facilities and meets the space requirements as directed by UDC.

The Focus 100 schematic shown below is representative of the equipment installed at Draper and Gunnison. The installed equipment has a footprint of 4 feet 7” across 2 feet wide and 5 feet tall.

UTAH DOC - Draper - Rack #1

UTAH DOC - Draper - Rack #2

UTAH DOC - Gunnison





Focus 100 Inmate Telephone System

The Focus 100 Inmate Telephone System provides one of the most proven inmate calling platforms on the market today. The system’s features and functionality have been developed and enhanced over the past several years based on real world experience and customer input.

The Focus 100 system is a digital, call-processing, premise-based centralized platform. This means that the Focus 100 system equipment will be located at the two Utah DOC facilities (Draper and CUCF) to provide reliable, onsite processing, monitoring, control, and reporting of inmate calls. To provide optimal support and reliability, both facilities will have an Focus 100 system and associated administrative workstations to perform system control, call processing, management, and recording, functions, along with a minimal amount of network equipment.

Industry-Leading Functionality

The Focus 100 is among the most feature-rich Focus 100 system systems available in the marketplace today. As detailed in this proposal, the Focus 100 System offers extensive call processing, fraud prevention, call control, and monitoring and recording features. These are summarized in Table 1 and described in our proposal.

Table 1. Focus 100 system Call Features and Functions

Call Processing and Fraud Prevention Features	
<ul style="list-style-type: none"> ▪ Automated Collect Calling ▪ Custom Announcement and Branding ▪ Pre-Paid Debit Calling ▪ English/Spanish Voice Prompts ▪ LIDB Validation ▪ Positive Call Acceptance (DTMF and Rotary) ▪ Workstation with Windows GUI User Interface 	<ul style="list-style-type: none"> ▪ Answer Supervision ▪ Block Sound Path During Call Setup ▪ Prevent Extra Dialed Digits ▪ Hook-Switch Secondary Dial Tone Control ▪ Three way Call Detection and Disconnect ▪ Free Calls ▪ Random Voice Overlay
Call Control Features	
<ul style="list-style-type: none"> ▪ Personal Identification Number (PIN) ▪ Allowed Call Lists ▪ Speed Dialing ▪ Inmate Name Announcement ▪ Call Duration Limits 	<ul style="list-style-type: none"> ▪ Call Blocking (individual numbers, group numbers, called party initiated) ▪ Completed/Declined Calls Limitation ▪ System Operating Hours Control
Monitoring and Recording Features	
<ul style="list-style-type: none"> ▪ Direct Recording ▪ Privileged Call Protection ▪ Multiple Channel Selective Call Audio Monitoring ▪ Shadow - Full Channel Digital Recording 	<ul style="list-style-type: none"> ▪ On-Line Recording Storage ▪ CD Export ▪ Concurrent Recording and Secure Playback ▪ SNITCH



Industry-Leading Reliability

The Focus 100 is one of the most, if not the most, reliable Focus 100 system systems available in the marketplace today. As proof of the Focus 100 stability, the Federal Bureau of Prisons recently conducted a ten-month study to determine the average monthly downtime of the 104 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%

Table 2. Specifications for the Focus 100 system

System 100 Specifications	
Inmate Telephone Capacity	Virtually unlimited
Dimensions	Half-Height Rack: 24" x 37" x 48" Full Height Rack: 24" x 37" x 76"
Environmental	Temperature: 35-90° F; Humidity: 2-98% non-condensing
Power Requirements	115VAC, 20 Amps (up to two required in full-height rack)
FCC Certification	Meets the requirements of FCC Part 68 and Part 15
Voice Network Interface	Digital and Analog
Operating System	Windows 2000

The Focus 100 system provides an 8x reduction in hardware footprint compared to legacy systems and most our competitors' offerings. The Dialogic telephony cards utilized by the Focus 100 system were specifically chosen for their high-density capabilities and their adaptability to various corrections IT platforms, representing the smallest footprint and most cost-effective solution available in the inmate marketplace today. The Dialogic cards were chosen after an extensive 1-year market analysis of the predominant telephony card providers. Results of this analysis revealed that only Dialogic had taken the initiative to look to the future of telephony needs and requirements. The other providers could not match the capacities, capabilities, and adaptability of Dialogic telephony boards. In addition, Dialogic and VAC established an excellent engineering development relationship, encompassing rapid response to support, upgrade, and engineering change process requirements to meet Focus 100's high demands.

- 4.2.4 Contractor will be responsible for obtaining all required permits, licenses, and bonding to comply with pertinent municipal, state and federal laws.

FSH Response:

Accept and Comply

FSH Communications has operated at both UDC sites and has obtained all required permits, license requirements and complies with pertinent municipal, state and federal laws.



4.2.5 Contractor shall ensure that all inmate telephones are serviced by cabling from the inmate telephone to the telephone closet that is independent of the existing facility phone system.

FSH Response:
Accept and Comply

FSH is compliant with all cabling requirements as stated above.

4.2.6 All inmate system equipment/hardware, ancillary (supporting) equipment/hardware, wiring, etc. shall be installed in accordance with accepted industry standards, applicable codes, etc. after receiving approval to proceed from UDC and DTS (wiring). Where special installation considerations are appropriate or required because of environmental conditions, the type of operation at the installation site, or other factors, the contractor shall take these conditions into account and provide for them. Heavy duty (hardened) equipment shall be installed as dictated by the location and/or type of operation.

FSH Response:
Accept and Comply

FSH is compliant with all requirements as stated above at both UDC sites and agrees to the requirements for any future sites.

4.2.7 All inmate system equipment/hardware, ancillary (supporting) equipment/hardware, wiring, etc. shall be mounted compatibly with standard telephone company mountings. If incumbent equipment is replaced, then the “new” equipment/hardware must be installed/mounted as well as, or better than the equipment being replaced.

FSH Response:
Accept and Comply

FSH is the incumbent equipment provider so no new equipment will need to be installed. The existing equipment meets or exceeds standard telephone company mounting requirements.

4.2.8 Contractor shall be responsible for providing and installing, at no cost to the State, all inmate system equipment/hardware and all UDC-related payphone service, e.g., payphones, pedestals, shelters, enclosures, isolation panels, mounting hardware, signage, ancillary items, etc. New equipment, replacement equipment, associated wiring, etc. shall be functionally and aesthetically equal to or better than the existing equipment, wiring, etc. In new locations, all equipment/hardware, etc. shall be appropriate for the location, use and environmental conditions. UDC shall have the final approval on all configurations, support equipment/hardware, etc. Any/all damage to State property caused by the contractor during installation and/or thereafter shall be repaired to the State’s satisfaction at the contractor’s sole expense.

FSH Response:
Accept and Comply



FSH is the incumbent equipment provider therefore no new equipment as described above will need to be installed. The existing and any newly installed equipment will continue to meet all of the above guidelines for the life of the contract.

Again, any new installations requiring additional equipment (CUCF) will be added without disruption to the existing inmate telephone system.

- 4.2.9 Contractor must coordinate all inmate system and payphone line, trunk and/or circuit orders with the local telephone companies and long distance carriers. All dial tone and associated costs shall be bourn by the contractor. Installation (cutover) due-dates shall be coordinated with UDC.

FSH Response:

Accept and Comply

All of the above requirements were installed at FSH's expense and the installation dates were coordinated with UDC. Any new equipment installations will be coordinated with UDC. All associated costs will be bourn by FSH.

- 4.2.10 UDC will coordinate final acceptance testing and approval.

FSH Response:

Accept and Comply

FSH has and will continue to coordinate all testing and approval with UDC if retained as UDC's inmate telephone provider.



4.3 Inmate Communication Enhancements

- 4.3.1 It is recognized that the technology available for inmate systems and the methods by which an inmate may communicate with family, etc. is constantly developing and expanding. UDC is interested in the optional features and technology that the industry has to offer, e.g., e-mail through the prison mail unit, video visitation, video arraignment, etc. Offerors are invited to describe and offer additional inmate communication features and/or functionality not described or requested herein. Such value-added options could include, but not be limited to, additional/enhanced inmate system features, integrated solutions and/or external technologies that complement the inmate calling system and that enhance UDC' ability to perform investigative functions, etc. Offerors must identify how their proposed value-added options would be funded, e.g., no cost to the State, commission rate reduction at time of feature/function activation, etc. Any/all offered value-added options must include information on: 1) any/all cost(s) to the inmate/called party (e.g. inmate's family), 2) possible revenue stream(s) resulting from the deployment of value-added option(s) and 3) the specifications for all value-added equipment, systems, etc. UDC reserves the right to implement any, all or none of the offered value-added option(s).

FSH Response:

Accept and Comply

FSH Commitment and Guarantee

In addition to the specific service commitments we make to UDC, FSH also is a resource for research. We encourage our customers to utilize our consultative and industry skills to assist them in analyzing and developing other Corrections' related products or services. FSH is not just your average 'inmate telephone services provider', we bring to the State an industry expertise that is not dependent upon whether or not we have a direct revenue benefit – our focus is on what the CUSTOMER requires to be successful. This position is reflected by everyone in our organization – do the right thing, every day, to serve the customer!

Our goal is to grow with our customers, be a leader in innovation as well as offer consultative services. FSH has the ability to provide additional features and capabilities to UDC over the term of the contract. Cost determination is highly dependent upon the system size and scope of feature requested. In all cases FSH commits to providing UDC with original cost documentation. If a requested feature is significant FSH may suggest options to the UDC such as a one time commission reduction, commission adjustment, and partial contribution.

Once again, FSH will make every effort to ensure that UDC may take advantage of additional features over the term of the contract at no cost.

From a customer management perspective, FSH is continuously evaluating its policies, procedures and internal systems to ensure that we are providing the best in class in all functions that serve our customers. We are always willing to customize our services to meet the customer need – this includes single point of contact, specialized and dedicated customer care and technical teams, unique capabilities such as Inmate Feedback / Inquiry tools to reduce customer administrative time (which saves the customer money), traffic analysis to ensure the best mix of inmate call options,



account auditing, end-user (Offender's Friends and Family) education to further reduce administrative time and a host of improvements that we make daily to benefit our customers!

Listed below are summary *system features* that may fit well into UDC's future vision and are provided for consideration. Keep in mind that development is constantly underway and we would expect to bring system and service enhancements regularly to UDC.

1. SYSTEM GENERATED DEBIT Vouchers (included in FSH offer at no cost to UDC)

Custom produced debit calling vouchers are printed for the facility in the agreed upon denominations (i.e. \$10, \$20, etc.). The vouchers are activated within the Focus 100 system and are provided to the facility to sell to inmates. Call rates are specified by FSH in conjunction with the UDC, with special attention given to any and all applicable Federal, State and local regulatory requirements.

As mentioned, the debit calling vouchers are already active when purchased by the inmate; thereby minimizing administration. When the inmate places a call, they have the option of dialing a collect or debit call. When debit is selected, the inmate enters the ID number from the debit voucher and the number they want to reach. The Focus 100 system tracks the voucher balance and calls placed until the value of the voucher has been exhausted. Appropriate voice prompts are given to the inmate to indicate various conditions. Examples include a warning at a predetermined point in the call (30 seconds or 1 minute prior to the UDC established maximum call length are the most commonly used criteria) to indicate the impending termination of the call, that the debit voucher balance is zero, etc. Once the debit voucher ID number is exhausted, it is not rechargeable and can no longer be used, again minimizing the UDC's administration of the debit program. The inmate simply purchases another debit voucher to place future calls.

Upon request, a detailed accounting of call activity can be printed by voucher or in total for a specified date range. It is important to note that within the Focus 100 platform, all inmate call control functionality applies equally to collect calls as well as debit calls. This means that call processing for debit calls will include but not be limited to identify blocked numbers, privileged numbers such as attorney calls, established maximum call length, 3 way call detection, and all other facility set parameters. Special rates can apply which are typically lower than collect calling rates.

The current Focus 100 system has the capability of utilizing a Pre-Paid Voucher system. Once a pre-paid voucher is purchased by the inmate all funds are transferred to the inmate's PIN number once the voucher is activated. This eliminates the need for the inmate to retain a card in his possession. Once funds are transferred to the inmate's PIN number he is given the choice to place a collect call or a debit call. Unauthorized use of an inmate's pin number is protected by voice print technology already in place at both UDC facilities.

Pre-Paid vouchers are an excellent way to provide access to international calling for inmates wishing to call international telephone numbers that do not have collect calling billing arrangements in place. This feature is part of the FSH offer and can be implemented without charge to UDC. The inmate/called party's call cost is reduced when debit vouchers are used based upon the rates set by the state in this RFP.



2. V-PIN (included in FSH offer and activated at both UDC facilities at no cost to UDC, the inmate or the called party)

The Focus 100 system uses a combination PIN plus Voice Recognition capability that provides the optimum method of 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 administrative workstation.

Inmate telephones can be configured as PIN and non-PIN. If configured as PIN the inmate can not make a call without a legal PIN number. If non-PIN, the inmate will not be asked for a PIN.

V-PIN is primarily an investigative tool and is not a revenue generating feature.

3. PREMISE BASED SOLUTION (included in FSH offer at no cost to UDC, the inmate or the called party)

The proposed system is a premise based system. All call processing, call recording and call recording storage will be housed within the UDC campus. Unlike network based solutions, the proposed premise based solution is NOT dependent upon a Wide Area Network for operation and eliminates the risk of system down time due to network outages and centralized server failure.

4. PTSN ROUTED CALLS (optional)

The proposed solution will NOT utilize Voice Over IP technology for the routing of inmate telephone calls. The standard Local and Long Distance circuFOCUS and route calls will be installed over the Public Telephone Switch Network. Although this is a more expensive method of routing calls, FSH has found that the use Voice Over IP technology is unreliable and of poor quality.

5. VISITATION PHONES (optional)

The Focus 100 system allows for visitation phones to be integrated and included in the monitoring and recording features. The visitation system would not allow outside calls and with a keypad and the use of PINS, the system could automatically track and report on visitation conversations along with calls made through the Inmate Control System without the need for cross referencing manual visitation logs.

The inmate side of the visitation setting consists of one “inmate” phone with a keypad. This phone will be wired to the Focus 100 and assigned to a distinct class of service which prevents the inmate from using the phone to place any other type of call with that device. The guest side of the visitation setting consists of one visitation phone. No ringer or keypad is required. Each guest phone will be wired to the Focus 100 and assigned to the corresponding inmate phone.

At the UDC option, the inmate can be required to enter a PIN prior to the conversation



beginning. If PINs are used facility-wide, recordings of visitation phone conversations and normal telephone conversations would be retrieved whenever the inmate's PIN is selected.

When the inmate enters the visitation area, they will lift the handset of the phone and hear system generated dial tone. The inmate will enter an access code followed by the assigned PIN, if used, with the phone keypad. The Focus 100 will play an announcement as follows: "This call may be monitored or recorded." This notice will be audible to both parties. At this point, the inmate will be connected to the guest phone.

Call duration limits normally applied by the system to traditional inmate phones will not be applied to Visitation Phones. In addition to recording the conversation, each visit can be silently monitored by investigative personnel via the workstation like any other inmate call.

Visitation Phones is an optional product and is not currently being utilized at the two UDC sites. If UDC determines in the future to activate this feature the cost could be funded via a negotiated commission rate reduction at time of feature/function activation exact cost would depend upon the number of visitation phones required. Visitation phones is not a direct revenue producing product but rather an investigative tool.

6. VIDEO VISITATION INTERFACE (optional)

The Focus platform currently supports visitation phone recording. VAC does not currently have a video visitation phone product developed however the Focus platform is very flexible and can easily integrate with other vendor's products such as video visitation or remote video visitation products. VAC is always investigating and developing new products and may have a video visitation product available for integration with the existing inmate telephone system when UDC is ready to implement a video visitation solution.

Video Visitation is an optional product and could be funded via a negotiated commission rate reduction at time of feature/function activation exact cost would depend upon the number of visitation stations required.

7. V-SCAN Word Search Capability (optional)

The Key Word Search program is an integrated feature of the proposed Focus 100 system and is the most effective Key Word Search program in the industry today. V-Scan performs phonetic word/phrase searches of inmate telephone calls and identifies specific words or phrases that are of interest to the facility or FACILITY investigative staff. This automated phonetic indexing and searching of the inmate phone calls for key words/phrases can significantly increase a facility's investigative capabilities while actually reducing the investigative staff workload.

Both a single word and group of words can be searched on the voice recording hard drives. Although several issues can affect the accuracy of word recognition including slurred/impaired speech, foreign dialects, and excessive background noise from the inmate phone the expected accuracy is above 70-75% positive matches with the false positive below 20%. The positive match accuracy can be increased but the false positive percentage may increase also.



V-SCAN word search capability is an optional product and could be funded via a negotiated commission rate reduction at time of feature/function activation exact cost would depend upon the specifications required by UDC.

8. V-CONNECT (included in FSH offer at no cost to UDC)

It is in the best interest of all parties; the UDC, FSH, VAC, and the inmates and their families to allow every possible call to complete. In today's diverse telecommunications industry, there are situations when collect calls cannot be billed to the called party's phone bill. For these customers, VAC has a variety of alternate billing options that allow the inmate to stay in touch with their family and friends. VAC offers families with CLEC or other un-billable local exchange service, our V-Connect Advance Pay Program, which is set up by the called party. The flow of V-Connect will be similar to the following:

- The inmate places a call to a non-billable number.
- The inmate and the called party hear "You have a collect call from (name), an inmate at (facility name). This telephone will not allow collect calls to be billed from this location. To receive calls right away, you can be connected to our account center and set up an account immediately by dialing 9 now. If not, to receive future calls from this location, please call 1-800-XXX-XXXX and establish an account.
- For a one-minute courtesy call, dial 8 now,
- To repeat this message dial 3

The called party is charged a set up fee of \$7.95 to set up or fund a V-CONNECT account.

9. SNITCH (included in FSH offer at no cost to UDC or the inmate/called party)

This remote investigative alert enhances the VAC workstation alert by allowing the investigator to be notified remotely via a phone call when an alerted event occurs. Investigators may select the inmate(s) or called phone number(s) that will generate an alert notification. SNITCH account data is available on the users, including a SNITCH alert "hit" counter for current alerts

Process:

When a call is placed that matches SNITCH alert criteria, the system will call the defined investigator phone number to announce an alert. When the call is answered, the alert notification system will announce to the caller that an alert event has occurred. It will then require the caller to enter a Personal Identification Number (PIN) to ensure that the proper authority has responded. Once the PIN is entered and verified, the system will connect the investigator to the *live* conversation(s) for the alerted call(s).

10. WEB BROWSER (included in FSH offer no cost to UDC or the inmate/called party)

User access is via Microsoft® Internet Explorer to the Focus 100 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, 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.

Administrative features include inmate account management (if PINs are used), inmate phone controls and operating hours, blocked/allowed numbers, inmate allowed number lists (PANs), system level configuration details, maintenance, financial, and administrative reports, and integrated user level security settings.

11. ELECTRONIC MESSAGE EXCHANGE (EME) (optional at no cost to UDC)

Electronic Message Exchange (EME) by Electronic Message Solutions (EMS) provides an alternative method of sending and receiving mail/messages from within a Correctional Facility. It provides quick, secure, and safe correspondence while, at the same time, improving intelligence, providing a revenue stream, and reducing staff workload. FSH will trial the product at no cost to UDC, and can be at a few sites rather than all sites, ideal for youth facilities, and there are options for short term use. Please refer to the Appendix for a detailed summary of EME.

The EME messaging system is designed to function totally different from standard E-mail, eliminating the need for inmates to access a computer or the Internet. Inmate friends and family members create an account at www.inmatemail.com from which they type their messages to a pre-approved inmate. Messages may then be screened and approved by FACILITY Staff prior to being printed on the EMS-IKON provided Multi-Function Device (MFD). Messages are printed and easily distributed during the standard mail delivery process, presorted by living unit and inmate name, reducing Staff time and effort.

EME's Benefits

- Improved safety in the institution mailroom by eliminating hazardous items
- Improved security with the elimination of contraband
- Improved intelligence
 - Word search
 - Historical data base
- Auto sorting of mail for distribution
- Increased mail room productivity
- Improved correspondence cycle time
- Lower cost to inmate families
- Can be used to schedule phone calls to reduce ring no answer
- Can reduce attempts to make inbound emergency calls
- Supports rehabilitation efforts
- Generates revenue stream

EME Advantages

- Intellectual property protection (in progress)



- Can provide both inbound mail and outbound mail if desired
- Product was designed by a corrections executive
- Not email: no file transfers (closed system) eliminating virus threats
- Requires no controlled response form for outbound

EME is an optional item that if requested would be provided at no cost to UDC – all costs are paid by the end user at a rate negotiated at the time of implantation. EME significantly reduces expenses to UDC by reducing the mail processing time spent by UDC staff. It is also a significant investigative tool.

12. FSH INMATE COMPLAINT SYSTEM (included in FSH offer at no cost to UDC the inmate or called party)

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 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.* UDC 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.

This feature is currently being utilized at the Salt Lake County Metro Jail. Inmates dial 1-801-555-1212 and report any problems in placing calls billing problems, blocked numbers or phone problems in their housing area. The FSH inmate specialist investigates all calls and if required assists the inmate’s family or friends in setting up billing arrangements or resolving blocked call issues. Once the problem is resolved a report is faxed back to the facility and delivered to the inmate advising of the resolution. This feature is included in the FSH offer and assists in resolving inmate phone issues without involvement of UDC personnel.

13. UNLIMITED STATE PC ACCESS (included in FSH offer at no cost to UDC the inmate or called party)

To eliminate the access limitations that can exist with some competitors systems, the Focus 100 has been designed to enable full Investigative and Administrative capabilities using either customer owned and managed workstations on the customer’s local LAN or from a remote location through the Internet. Access from the customer workstations to the Focus 100 is controlled by a Cisco PIX firewall or a Cisco router utilizing an IOS firewall which serves to ensure the security of the databases. The firewall is provided and managed by VAC.

Using the State owned workstations (PCs), authorized users can perform administrative and/or investigative tasks based on their security level access. Some of the common tasks that can be performed are: block number administration; inmate phone enable/disable; inmate account management (PIN only); searching, viewing, printing, and reporting on inmate calls; live monitoring of inmate calls; accessing/playing of inmate recordings; and exporting inmate call recordings to CD for investigative or legal purposes.



Although UDC access is allowed to the Focus 100 system via any UDC LAN connected PC or via a standard internet or intranet connection using Microsoft Internet Explorer 7.0, FSH has provided an additional five PC work stations at the two UDC facilities.

The Work Stations will be installed at locations as determined by the UDC and will provide for the capability to access all Focus 100 functions.

The workstation includes an SVGA color flat screen monitor, keyboard, mouse, printer, software, CD/RW, and WAN connection to provide for real-time feature administration, report generation, and monitoring/recording access.

The Focus 100 system provides proven features many of which are already included in the existing inmate telephone system in place at CUCF and USP.

In summary, the following are the features which ARE included in the FSH commission offer:

1. SYSTEM GENERATED DEBIT Vouchers (included in FSH offer)
2. V-PIN (included in FSH offer)
3. PREMISE BASED SOLUTION (included in FSH offer)
4. V-CONNECT (included in FSH offer)
5. SNITCH (included in FSH offer)
6. WEB BROWSER (included in FSH offer)
7. FSH INMATE COMPLAINT SYSTEM (included in FSH offer)
8. UNLIMITED STATE PC ACCESS (included in FSH offer)

The following are the Alternate/Optional Features which are NOT included in the FSH commission offer:

9. PTSN ROUTED CALLS (optional)
10. VISITATION PHONES (optional)
11. VIDEO VISITATION INTERFACE (optional)
12. V-SCAN Word Search Capability (optional)
13. ELECTRONIC MESSAGE EXCHANGE (EME) (optional)

We have determined that the options noted above are the most relevant to UDC at this time, and depending upon the choice and/or extensive implementation of such choice there may be a cost involved. In most cases FSH will absorb the cost, however if the cost is exceptional we will, of course, discuss the details and negotiate a reasonable resolution and look at all alternatives.

We do expect that technology enhancements will become available over the course of the contract term and in most cases, upgrades are at no cost. Our intention is to ensure that UDC always operates in a state-of-the-art environment with the tools necessary to successfully accomplish their goals – day in and day out!

Flexibility is our hallmark, Superior service is our daily commitment and Honesty speaks to our integrity in all we do! That's FSH!



4.4 Maintenance

4.4.1 Contractor shall provide maintenance on all inmate communication systems to include inmate phones, payphones, cable pairs carrying inmate telephone circuits, etc. at no cost to the State with the exception of offeror proposed value-added options (refer to para 4.3.1). Contractor response to normal service issues shall be within two (2) working days. Contractor response to emergency service issues (situations deemed by UDC to be critical) shall be within 24 hours.

FSH Response:
Accept and Comply

The FSH on site administrators are able to respond during business hours as soon as they are notified of a problem without having to dispatch a remote technician.

The computerized inmate phone system is directly connected via a frame relay circuit to Plano, Texas headquarters of Value Added Communications. Problems with the Focus 100 system can be diagnosed and repaired in most cases without any UDC involvement. The VAC technical assistance center (TAC) is available 24 hours a day 7 days a week.

As described previously FSH also maintains an inmate telephone service support center that is available 24 hours a day 7 days a week. The purpose of the FSH inmate support center is to provide a single point of contact to UDC for any service or repair issues. Once an issue is reported FSH tracks the issue until the issue is resolved. The FSH inmate support center also provides a single point of contact for the called party. When issues are directly reported by the public to UDC the FSH on site technicians or the FSH inmate support center is in place to resolve all issues.

FSH also employs a Salt Lake City based account manager that is completely involved in overseeing all aspects related to the Focus 100 system in place at UDC. The account manager's contact information is available to UDC personnel any time there is a problem with the system.

REPAIR / MAINTENANCE SERVICES

FSH defines Local Service as all services provided by the FSH Corrections Team in support of UDC which is identified as Key Personnel (e.g. Utah 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 twenty-four 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 State'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.

Priority Level One - Major

Priority Level One or Major events are defined as follows:

- Any condition related to equipment or services provided by 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 system is unable to facilitate inmate call processing.
- Any condition related to call recording 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.

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.

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 system including facility-owned LAN, any facility-owned computers.



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](tel: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, Dale Cherrington, 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.

UPGRADES OR CHANGES

Standard practice is to have 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. FSH will coordinate with the County 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.

Software or hardware upgrades necessary to correct or maintain the system are provided at no cost. Any subsequent recommended changes will first be discussed with the County, at least thirty (30) days in advance. FSH will provide a comprehensive overview of the recommendation, as well as any documentation, in order for the County to approve the change. This would include software, hardware, billing, rates, etc.

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.

INMATE SELF-REPORTING SYSTEM

Unique to FSH Communications!

The inmate uses a regular inmate phone, enters a speed dial number 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 monitored 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 County 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 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.

TYPES OF ISSUES REPORTED BY INMATE – SAMPLE

BILLING ISSUES:

- 1. Collect call can not be accepted;
- 2. Called number is blocked;
- 3. Pre-Pay balances.

REPAIR ISSUES:

- 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 three-way or call forwarding features were not used.)
- 5. You always hear a ring, but no one answers.

DEBIT / PREPAID ISSUES:

- 1. Debit deposit issues;
- 2. Pre-Pay account;
- 3. Refunds for disconnects on debit calls;
- 4. Other debit account issues.

OTHER PHONE ISSUES:

- 1. PIN number;
- 2. Fraud or stolen PIN accounts;
- 3. Phone number approvals.

A FSH employee clears the mailbox a minimum of three times per day. FSH dispatches a trouble ticket to the appropriate responsible party. 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:

Date of Call	FSH Employee Name	Mailbox Number
Inmate Name	SID or PIN	Facility
Phone Location	Problem	Call To Number
Operator Message	Trouble Code	Status Code
Resolution	Date Resolved	



4.4.2 Contractor shall, at the Draper and Gunnison sites, physically (on-site) check all inmate phones for proper operation once every 60 days. Contractor shall check all inmate phones for proper operation during the five (5) working days immediately prior to all major State holidays, specifically New Years, Memorial Day, July 4th, July 24th, Labor Day, Thanksgiving and Christmas. The ability for contractor personnel to remotely test and diagnose system status and/or problems must be resident on the inmate system.

FSH Response:
Accept and Comply

FSH site administrators and technicians are based at both UDC facilities (Draper & CUCF) 8 hours a day 40 hours per week and are aware of the requirement to check all phones prior to the identified major state holidays.

4.4.3 Describe your escalation procedure for service issues. Contractor, with UDC involvement, shall establish a mutually agreeable, formal (written) problem reporting and resolution process/procedure. Such process/procedure shall identify the establishment and maintenance of repair logs, minimally at the Draper and Gunnison sites, the purpose of which to track problems and to document problem resolution.

FSH Response:
Accept and Comply

The FSH Inmate support center along with the VAC technical support center maintains a daily log of all inmate telephone service issues. The daily log is reviewed by the inmate support manger, account executive, product manger and sales manger daily. Any unresolved issues or pattern of re-occurring problems are addressed immediately with the VAC technical support center and the FSH provided on-site service technicians. Any service issues not immediately resolved remain on the daily log until resolved. The on-site system administrators and account executive notify UDC support staff of the status of all service issues and their resolution.

All requests for repair, service, support, training, etc. are made one time – with one call regardless of the day or hour! Our customers call the FSH Inmate Customer Service team, or for non-emergencies and/or based on customer preference email is another option. With that one contact we start into motion the series of events to diagnose, repair or satisfy our customer’s request. It is truly that simple.

FSH will monitor the event, keeping UDC and internal staff apprised of the progress and to the successful conclusion. A complete accounting of action taken is documented for internal use and may be provided to UDC at any time. At FSH, we monitor our performance as well as our subcontractor’s very closely to ensure that processes and personnel are meeting and exceeding customer expectations. We continuously evaluate ourselves and look for opportunities to improve or refine services.

Customized service schedules are also available at no charge – your time requirements are our time requirements!



4.4.4 Describe your repair criteria, e.g., response time(s), repair time(s), repair verification, etc. Describe your policy when the above criteria are not met. Factory-trained technicians must make repairs.

FSH Response:

Accept and Comply

In most cases problems requiring repair of the inmate telephone system or the inmate telephones are reported directly to the FSH service technicians on site at CUCF and USP. During normal business hours FSH has a technician available beginning at 6AM (CUCF) until 5 PM (USP). The technicians provide coverage for both facilities. Both technicians are fully trained and meet the requirement of “factory trained”. The FSH on site service technicians are able to provide onsite repair or escalate repair issues as required. During non business hours the following reporting options are available.

As discussed previously in 4.4.1 above, all requests for service or repair start with contacting FSH. We also have an agreement with our technology partner that their team is readily available for immediate customer support for items such as system usage assistance. We take a documented internal escalation procedure to problem solving, which includes a comprehensive escalation process that we and our customers have found to be very efficient.

Requests for repair or service may be made via email (inmate@fshcommunications.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](tel:800-592-9488) which will connect directly to our Inmate Specialists who will obtain the specifics and dispatch local technicians.

FSH works diligently to minimize any disruption to the facility and end users. 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. Should a service request be initiated by the State, FSH will respond to emergency service requests within two (2) hours; and non-emergency service will be dispatched within four (4) hours. This response will be provided twenty-four hours per day, seven days a week, and three hundred sixty-five days per year.

All dispatches, emergency and non-emergency, are tracked from initial request through completion. A complete Trouble Reporting and Escalation document will be provided to the State and all necessary personnel. The Customer, FSH Account Executive Dale Cherrington, 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.

The following are brief resumes of the key contacts & technicians assigned to the UDC; each description includes qualifications, education / training / work experience, and references.

Dale Cherrington, FSH Account Executive - Corrections

Mr. Cherrington will be the single point of contact for UDC or any questions or requests concerning the contracted services, including (but not limited to) reports, compensation, service and



maintenance, training, etc. Mr. Cherrington has been involved with the telecommunications industry for the past 30 years, with 28 of those years focused on the inmate and pay phones provided by Qwest Communications (formerly U S WEST).

Dale's responsibilities have included supervisory responsibility for the installation, repair and collection crews that maintained inmate and payphones in the State of Utah, along with a dispatch center for Utah, Wyoming and Montana. Dale has had account management responsibilities for UDC for the past 23 years. During the past 11 years Dale has had Account Management responsibilities for the Qwest Correctional facilities in Colorado, Utah and parts of Arizona. Dale has a BS Degree in Marketing from the University of Utah.

Ken Jackman, 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.

Michael Goeckeritz, FSH Operations Manager - Utah

Mike has over 35 years with Qwest (also known previously as Mountain Bell and U S West). This has included four years in the business office as a service representative serving customers with telecommunication concerns and needs, over 30 years as a technician installing and maintaining public pay telephones and inmate telecommunication systems. Experiences in inmate communication operations include services at Correctional Facilities such as: Utah State Prison, Utah County Jail, Salt Lake County Jail, Tooele County Jail, Fremont, Cornell, Bonneville and Orange Street Facilities. Michael has a BS Degree in Management from the University of Utah and is currently manager of pay telephone and inmate operations in Utah, Wyoming, Idaho, and Montana for FSH Communications.

Jeff Rawlings, FSH Telephone Technician

Jeff has been in telecommunications for 30 years. Of the 30, the last 19 years has been in Public Communications. He has been involved in the installation and repair of Inmate Services the last 11 years working with all types of inmate services. He has installed systems in Weber County, Box Elder County, and Duchesne County. He also assisted with the installation in the Maricopa County Correctional Facility in Arizona. Experiences in inmate communication operations include services at Correctional Facilities such as: Weber County, Box Elder County, Duchesne County and the State of Utah Correction Facility. He recently completed the installation of the Summit County Jail. Jeff's experience and knowledge make him a valuable asset to our inmate team.

Anne Mercer, FSH Telephone Technician

Anne has been with Qwest for 30 years. In those 30 years, job responsibilities included installing and repairing payphones. Maintained and service phones, installed cut off keys, etc. for correctional facilities, such as Bonneville, Fremont, Orange and Cornell. Anne is currently employed with FSH, performing the same duties and tasks. She has assisted other technicians in installations and repairs in Correctional Facilities. Anne's knowledge and experience with all areas makes her a benefit to our company.



Steve Bulloch, FSH Telephone Technician

Steve has been employed with Qwest Communication for 28 years. This included Central Office Technician Operator and Frame Technician and a Public Telephone Technician. Steve is experienced in pay phone installation and repair, Special Service Installation and repair, digital and analog transmission. He installed and maintained inmate phones and equipment at Winslow and Phoenix, Arizona, Cedar Rapids Iowa, Central Utah Corrections. He has had training with fiber optics transmission and fiber cable splicing. Steve graduated with BS Degree in Business Management in 1993 at Southern Utah University.

Ray Eberly, FSH Telephone Technician

Ray has been with FSH Communications for two and a half years. In those years, he has been involved in the installation and repair of pay phones and inmate phones. Experiences in inmate communication operations include services at the Utah County Jail, Salt Lake County Jail, Weber County Jail, Box Elder County Jail, and Summit County Jail. As of 2007, Ray has taken on responsibilities for the Utah State Prison, which include inputting inmate's telephone lists, repairing, and maintaining telephones in the housing units and answering calls. His expertise in inmate communications has enabled him to assist officers and faculty at the Utah State Prison with numerous situations.

Elissa Thompson-Duckworth, FSH Inmate Site Administrator

Elissa has been with FSH since September 2006. Before working with FSH, Elissa worked for T-NETIX for two years at the Utah State Prison in Gunnison, Utah provisioning inmate communications. Currently with FSH, she is working with VAC inmate platform at the Utah State Prison, Gunnison Utah Facility as the site administrator. Elissa is also knowledgeable with the installation and repair of inmate phones.

- 4.4.5 Describe how you would handle/process UDC requests to add phones, remove phones, etc. Describe how you would handle the addition or removal of phones in the event that you deem such action as necessary. Keep in mind that any changes to the number of phones would require prior approval from UDC.

FSH Response:

Accept and Comply

The Salt Lake City based, FSH Account Manager is available to meet with UDC personnel to handle any requests to add or remove phones. Any changes in the number of phones would only take place with the required prior approval from UDC. The RFP requirements relating to providing inmate telephones in each housing unit have been met in the past and will continue to met by FSH

- 4.4.6 UDC personnel will assist contractor site administrators/technicians whenever possible by notifying them of phone failures, damage and other inmate system maintenance needs/requirements.

FSH Response:

Accept and Comply

- 4.4.7 Offeror must be willing and able, at no cost to the State, to demonstrate their proposed



inmate system to assure UDC that proposed systems/service can perform as specified by the State.

FSH Response:
Accept and Comply

FSH would be pleased to conduct a demonstration of the Focus 100 system already in place at USP and CUCF.

4.4.8 Contractor shall maintain inmate system in good working order throughout the contract term. Warranties, remedies, etc. identified in this RFP apply.

FSH Response:
Accept and Comply

4.4.9 UDC will establish hours of accessibility to inmate phones for repairs, service checks, etc. Access, at any time, may be denied to ensure the safety of UDC personnel, contractor personnel and/or to maintain institutional control.

FSH Response:
Accept and Comply



4.5 **Service and Reliability**

4.5.1 Provide the following offeror information: company/corporate name and address; official representative's name and business address, telephone number, fax number and email address.

FSH Response:
Accept and Comply

FSH Corporate Headquarters
Donald V. Goens, President and CEO
don.goens@fshcommunications.com
100 West Monroe, Suite 2101
Chicago, IL 60603
(312) 269-9937 Office
(312) 269-9943 FAX

FSH 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 UDC 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, UDC will have a Utah-based single point-of-contact (Mr. Dale Cherrington) who is supported by a Service and Product team specifically dedicated to the State. Mr. Dale Cherrington, your FSH Account Executive is located at 2608 Terah Maria Drive, Taylorsville, Utah 84118, and can be reached at (801) 969-6399. Dale's fax number is (801) 963-2308 and his email address is dale.cherrington@fshcommunications.com

4.5.2 Describe your organization, e.g., proprietorship, partnership, corporation, etc.

FSH Response:
Accept and Comply

FSH Communications, LLC is a Limited Liability Company. Federal I.D. Number: 20-0869547. DUNS 168024235.

4.5.3 Specify the year in which your company was organized to do business, substantially as the entity which now exists, whether or not your organization has subsequently changed as a result of incorporation, merger or other organizational change, and regardless of name changes. The intent of this requirement is to ascertain offeror's longevity of continuous operation.

FSH Response:
Accept and Comply



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 – UDC being one of several hundred, for well 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.*

- 4.5.4 Provide the name, office address and business telephone number for your organization's principal officer(s); include (minimally) the officers who hold the following functional positions: 1) Board Chairman, if a corporation, 2) President or other Chief Executive Officer, 3) Corporate Secretary, if a corporation and 4) Chief Financial Officer.

FSH Response:

Accept and Comply

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>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
Donald V. Goens	President and Chief Executive Officer	100 W. Monroe Street Suite 2101 Chicago, IL 60603	(312) 269-9937
Michael L. Johnson	EVP General Counsel & Secretary	100 W. Monroe Street Suite 2101 Chicago, IL 60603	(312) 269-9937
Michael Tatom	EVP Business Development	100 W. Monroe Street Suite 2101 Chicago, IL 60603	(312) 269-9937
Keith Morris	Chief Financial Officer	100 W. Monroe Street Suite 2101 Chicago, IL 60603	(312) 269-9937
Steve Loggans	Vice President General Manager	21420 N. 15 th Lane Suite 100 Phoenix, AZ 85027	(623) 516-4540
Joe Rogers	Vice President Information Technology	100 W. Monroe Street Suite 2101 Chicago, IL 60603	(312) 269-9937

Below are brief FSH resumes of the executive officers and key personnel assigned to UDC; each description includes qualifications, education / training / work experience, and references.

Don Goens, President and Chief Executive Officer

Mr. Goens is the President of FSH Communications, 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 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 and Secretary



Mr. Johnson 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 Business Development

Mr. Tatom 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 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.

Keith Morris, Chief Financial Officer

Mr. Morris is responsible for all Accounting and Finance related activities for FSH. He has over 25 years of diverse experience in both private and public companies, including the last 17 years in various financial executive roles.

Prior to joining FSH, he was Vice President of Finance for a publicly held real estate management and development company, where he implemented a formal cost control program and enhanced financial reporting that focused on key under-performing assets and also led a department restructuring. Mr. Morris also served 10 years as Vice President of Finance for two start-up food manufacturing companies where he developed the financial reporting, systems, and infrastructure to accommodate growth rates in excess of 500% and helped secure the necessary bank financing and investor equity. Mr. Morris played an integral role in the subsequent sale of these start-ups to large public companies. He has extensive experience in finance operations, integrations and acquisitions, financial reporting, and treasury.



Mr. Morris began his finance career at Price Waterhouse in Chicago. Mr. Morris graduated with a Bachelor's in Business Administration degree from the University of Notre Dame in 1981. He is a C.P.A.

Steven Loggans, Vice President and General Manager, Executive Team Member

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.

Joseph Rogers, Vice President of Information Technology

Mr. Rogers has over 30 years of telephony and systems development experience. He is responsible for directing the corporate-wide data, network, and system efforts for FSH Communications.

Prior to joining FSH Communications Mr. Rogers was the Vice President of Information Technology for MySmartBenefits where he lead the development of customer support systems that resulted in a 87% deduction in the manual effort required to adjudicate dental claims. From 1994 to 2000, Mr. Rogers was the head of Information Technology for Ameritech's wholesale business unit and holds several patents for innovated electronic commerce applications that supported Ameritech's wholesale customers. He is currently completing his Master of Information Systems degree at the University of Illinois Springfield and is a graduate of the University of Illinois Springfield with a Bachelor' in Computer Science.

- 4.5.5 Provide the name, title/position, contact information and credentials of the individual who would be responsible for "contract" oversight.

FSH Response:

Accept and Comply

UDC will have a Utah-based single point-of-contact (Mr. Dale Cherrington) who is supported by a Service and Product team specifically dedicated to the State. Mr. Dale Cherrington, your FSH Account Executive is located at:

Dale Cherrington
2608 Terah Maria Drive



Taylorsville, Utah 84118

and can be reached at:

Office Number 801-969-6399
 Cell Phone 801-259-9925
 Fax Number 801-963-2308
 Toll Free 800-265-7539
 e-mail dale.cherrington@fshcommunications.com

The following is a brief resume of Mr. Cherrington to include qualifications, education / training / work experience, and references:

Dale Cherrington, FSH Account Executive - Corrections

Mr. Cherrington will be the single point of contact for UDC or any questions or requests concerning the contracted services, including (but not limited to) reports, compensation, service and maintenance, training, etc. Mr. Cherrington has been involved with the telecommunications industry for the past 30 years, with 28 of those years focused on the inmate and pay phones provided by Qwest Communications (formerly U S WEST). Dale is the recipient of several company awards including the President’s club and Council of Leaders.

Dale’s responsibilities have included supervisory responsibility for the installation, repair and collection crews that maintained inmate and payphones in the State of Utah, along with a dispatch center for Utah, Wyoming and Montana. Dale has provided account management responsibilities for UDC for the past 23 years During the past 11 years Dale has had Account Management responsibilities for the Qwest Correctional facilities in Colorado, Utah and parts of Arizona.

At FSH we pride ourselves on being lean and agile. What this means to The State of Utah DOC is that in addition to a dedicated staff of Utah-based employees and a single point of contact (Mr. Dale Cherrington) 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.

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) 431-4820
James Brandt	Director – Infrastructure	(425) 481-5249
Greg Button	Director - Customer Service	(503) 425-1020
Bob Dubay	Director – Corrections Products	(503) 407-7890
Ken Jackman	Director – Operations	(801) 563-5100
Shellie Luallin	Director – Information Technology	(303) 805-4385



Mike Goeckeritz	Operations Manager – Utah	(801)-563-5809
Dale Cherrington	Account Executive – Utah - Colorado	801-969-6399
Denitrice Jenkins	Customer Account Consultant	(806) 872-5212
Deb Walker	Manager – Corrections Services / Repair	(503) 425-1030

The State of Utah 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.

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 Utah 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.

- 4.5.6 If any change in ownership and/or control of your organization is anticipated within the twelve (12) months following this RFP's due date, then describe the anticipated change, its likely ramifications and when the change is likely to occur.

FSH Response:
Accept and Comply

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.



4.5.7 Provide the names, titles/positions and telephone numbers for all management-level personnel who would have direct responsibility for any/all contract services provided to UDC.

FSH Response:
Accept and Comply

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) 431-4820
Dale Cherrington	Account Executive – Utah - Colorado	(801)969-6399
Bob Dubay	Director – Corrections Products	(503) 425-1022
Ken Jackman	Director – Operations	(801) 563-5100
Mike Goeckeritz	Operations Manager – Utah	(801)-563-5809
Deb Walker	Manager – Corrections Services / Repair	(503) 425-1030
Denitric Jenkins	Customer Account Consultant	(806) 872-5212

4.5.8 Describe your Utah-based service operation/organization; include: 1) service location information, e.g., hours of operation, business address, telephone number, fax number, email address, etc. and 2) number and location of your Utah-based, factory trained personnel.

FSH Response:
Accept and Comply

Salt Lake City Service Center
8415 S 700 W Unit #18
Sandy, Utah
Hours 8AM – 5 PM
Telephone Number 801-563-5809
FAX Number 801-352-7742
e-mail Mike.Goeckeritz@fshcommunications.com
4 Technicians & 2 Managers

FSH technicians are located in Ogden, Salt Lake City, Saratoga Springs, Cedar City and Gunnison, Utah

Salt Lake City Account Executive – Dale Cherrington is located in Taylorsville Utah and maintains a home office.
Office Number 801-969-6399



Cell Phone 801-259-9925
Fax Number 801-963-2308
Toll Free 800-265-7539
e-mail dale.cherrington@fshcommunications.com

4.5.9 Contractor shall designate a limited number of personnel, to include site system administrators/technicians, to work at UDC sites. These individuals must pass criminal identification and records checks before being issued UDC contractor identification cards which must be on their person to enter and to work within UDC facilities. They must agree to and they must sign a standard UDC document which prohibits their forming or carrying on any personal relationship(s) and/or "fraternization" between UDC personnel, contract personnel, volunteers and/or inmate(s). UDC must ultimately approve contractor personnel to work at UDC sites. Describe your organization's selection process for personnel who would be assigned to UDC sites.

FSH Response:
Accept and Comply

FSH currently has six (6) personnel with security clearance and UDC contractor ID cards including two (2) Salt Lake Management employees. The two full time and one backup site administrators assigned to UDC provide 80 hours per week system administration at USP and CUCF.

The full time site administrators were selected based upon their knowledge of telecommunications, previous experience and successfully passing a mandatory drug and criminal background check.

Elissa Thompson, the FSH system administrator at CUCF has been in place for 3 ½ years and became a full time FSH employee in September 2006. Ray Eberly the full time site administrator at USP has been in place since September 2006 and has over 3 ½ years of telecommunications experience. Jeff Rawlins has worked for FSH, Qwest, U S WEST and Mountain Bell for over 30 years and provides back up support for both USP and CUCF.

FSH also has two Salt Lake City based management employees directly responsible for overseeing all aspects of service and account management of the UDC inmate telephone system. Mike Goeckeritz and Dale Cherrington each have over 30 years with FSH , Qwest, US WEST and Mountain Bell. Mike has had supervisory responsibility for the service and repair functions at the USP and CUCF facilities during the past two contracts and Dale Cherrington has been responsible for the account management of the UDC contract since 1984.

4.5.10 How long has your organization been providing inmate communication systems/service comparable to that specified in this RFP, whether to the public sector and/or to the private sector? Provide a brief description of such systems/service. Include a list of ten (10) such systems/service that your organization presently has in operation in correctional facilities, include the number of inmate phones installed at each of the ten sites.

FSH Response:
Accept and Comply



4.6 Costs and Commission Structure

4.6.1 The State of Utah is interested in reducing inmate call costs. To that end, the State has defined call rates. The rates cannot be increased at any point during the six-year term of the contract unless the State (UDC) chooses to do so. Note: Six years assumes that the contractor successfully meets the State's expectations such that the contract is renewed for all possible extensions.

In that the State has defined call rates, the only remaining "unknown" is the commission to be paid to the State of Utah. Offerors must compute/propose the commission based upon the State's defined call rates. Offerors **cannot** propose "lower" than "defined" call rates as an inducement to the State.

1. All calls will be rated with one (1) minute intervals. At no time will the offeror round calling minutes above this specification, e.g., three (3) minute minimal calls will not be allowed.

Offeror shall acknowledge their agreement with this requirement.

FSH Response:
Accept and Comply

FSH has and will continue to comply with the states defined call rates requirement.

2. The State of Utah is specifying the exact call charges to be charged on both collect and debit rates. There will be no exception(s) to these specified rates. Offerors will be disqualified if they propose higher than stated (defined) call rates.

Any taxes, fees and/or surcharges charged to the end-user shall be rated as pass-through (zero mark-up). This includes any local, state and/or federally mandated taxes, fees and/or surcharges. This includes, but is not limited to, the Universal Service Fund. For example, the current Universal Service Fund is as follows:

- The Federal Universal Service Fund surcharge, for 1st Qtr 07, is assessed at 9.7%. This factor is reviewed quarterly and the FCC announces the factor prior to the start of a new quarter.
- The current Utah Universal Service Fund surcharge is 0.5% and became effective 8/1/06. This was the first change in the factor since 12/2003.

The contractor must add exactly these charges to the call rates defined by the State; contractor markup(s) on taxes/fees/surcharges will not be allowed. Any changes in these taxes/fees/surcharges by the governing agency will be passed on directly to the end-user with no markup by (for) the contractor.



Offeror shall acknowledge their agreement with this requirement.

FSH Response:
Accept and Comply

The FSH proposal complies with the exact call charges as described above

3. There will be no Property (Premise) Imposed Fee (PIF) of any kind allowed on inmate telephone calls.

Offeror shall acknowledge their agreement with this requirement.

FSH Response:
Accept and Comply

FSH Communications does not impose a Property Premise imposed fee on any calls from the UDC facilities.

4. Offerors shall provide an all-inclusive “sample” bill (invoice) that delineates exactly what people who accept inmate calls would receive by way of their monthly inmate/payphone telephone bill. The successful contractor shall assess only State of Utah specified call rates (refer to Item 6.). What the successful contractor can and cannot assess is delineated/specified throughout this RFP document; examples follow:
 - Para 4.6.1, Item 2. states, “Any taxes, fees and/or surcharges charged to the end-user shall be rated as pass-through. This includes any local, state and/or federally mandated taxes, fees and/or surcharges.”
 - Para 4.6.1, Item 3. states, “There will be no Property (Premise) Imposed Fee (PIF) of any kind allowed on inmate telephone calls.”

In summary, if the format of your “sample” bill does not accommodate the State’s billing-related specifications that are embodied in this RFP such as State-defined call rates, permissible fees, non-permissible fees, etc., then you must modify (customize) your standard bill format so as to accommodate all of the State’s specifications. It is not good enough to agree to (state your compliance with) this requirement contingent upon contract award. Rather, you must provide, as part of your RFP response, a sample bill that complies with all of the State’s billing specifications and that would be used by you in the event that you become the State’s inmate communication systems/service contractor. You cannot simply provide your standard/generic bill (invoice), unless, coincidentally, it actually embodies all of the State’s billing specifications.

At no time throughout the contract term can the contractor:



- Assess State prohibited (denied) fees, charges, etc.
- Increase the State's specified call rates

Offeror shall acknowledge their agreement with this requirement and offeror shall provide the requested "sample" bill (invoice).

FSH Response:

Accept and Comply.

FSH utilizes Qwest Communications as it's billing agent for all local and long distance calls within Utah. Long distance Calls outside of the State of Utah are handled by ILD a sample bill from Qwest Communications and ILD are included below.

In today's diverse telecommunications industry, there are situations when collect calls cannot be billed to the called party's phone bill. For these customers, FSH offers families with CLEC or other un-billable local exchange service, our V-Connect Advance Pay Program, which is set up by the called party. Because this option requires the inmate's families to pre-pay for calls no bill is generated. The call rates mandated by the State of Utah are assed for advance pay accounts.



QWEST COMMUNICATIONS SAMPLE BILL



Page 3 of 5

Customer Service 1 800 244-1111

CUSTOMER NAME
Account Number: XXX-XXX-XXXX XXXR
Visit www.qwest.com

Qwest Local Service Detail

Table with columns: Item, Rate, Subtotal. Includes Home Telephone charges from Feb 10 to Mar 09, Basic Services (Extended Area Calling, Residence Line), and Optional Services (Customer Equipment, Caller Identification).

Special Service Charges

Table with columns: Date, Time, Place, Number, Type, Minutes, Rate, Subtotal. Lists call records for Jan 17, Jan 30, and Feb 05.

Type of Call Codes:
F-Day Station - Operator or Calling Card Rate

Taxes, Fees & Surcharges

The following charges are permitted by local, state and federal governments. For more information, visit our website at www.qwest.com.

Table listing various taxes and surcharges such as Federal Excise, State Sales, City Sales, Special District Sales, Recovery of Municipal Telecommunications Tax, State 911, Local 911, Federal Universal Serv Fund, Utah Universal Service Support Fund, and Telecommunications Relay Service Fund.



ILD SAMPLE BILL

ILD Teleservices Charges



Services

Billing on behalf of IOS

Calls billed to \$ 3.45

Miscellaneous Charges and Credits

Date	Description	
Feb 09	Federal Universal Service Fund	\$0.35
Feb 09	Carrier Cost Recovery Fee	\$0.71

Total Services \$4.51

Tax & Fees


City utility tax	\$0.29
State & Local Sales Tax	\$0.40

Total Tax & Fees \$0.69

Total New Charges for ILD Teleservices \$5.20

Messages from ILD Teleservices

Tax & Fees

All tax and fees are authorized by Federal, State or Local Governments. Fees are explained by selecting the  icon by the term.

How to Reach ILD Teleservices

Bills, Orders, Repairs, Special Services: Phone Numbers

Billing questions 1-800-433-4518

How to Reach IOS

Verizon.com Online Bill

Bills, Orders, Repairs, Special Services: Phone Numbers

Billing questions 1-800-433-4518

Calls billed to

Date	Time	Number Called	Place Called	Type	Rate	Minutes	Amount	Group
2/06	02:13PM	425-481-5249	Bothell WA	Collect	Day	1.00	3.45	--
Called from		801-495-9900	Draper UT					--
Subtotal							\$ 3.45	



5. The following time limits will be placed on inmate telephone calls:

- Local Calls - 30 minutes
- All Other Calls - 30 minutes

Note: UDC can change time limits if/when they choose throughout the contract term.

FSH Response:
Accept and Comply

All calls placed from the FSH inmate telephone calls meet the call limits as state above (30 minutes) FSH agrees that the time limits may be changed when specifically authorized by UDC.

6. The State of Utah is specifying inmate calling rates. At no time during the term of the contract will the contractor vary from these rates without the explicit written authorization from the State of Utah.

UDC does not currently allow debit calling. However, the successful contractor must be capable of providing for debit calling if/when UDC permits such calling.

Inmate Collect or Advance Pay

	<u>Connect Rate</u>	<u>Per Minute Rate</u>
Local	\$3.15	No Local Message Charge
Intra-Lata	\$2.80	\$0.12
Intra-State	\$2.80	\$0.12
Inter-State	\$3.00	\$0.45

Inmate Debit or Pre-Paid Card

	<u>Connect Rate</u>	<u>Per Minute Rate</u>
Local	\$2.50	No Local Message Charge
Intra-Lata	\$2.25	\$0.10
Intra-State	\$2.25	\$0.10
Inter-State	\$2.55	\$0.35
Mexico	\$2.55	\$0.75
All Other Countries	\$3.55	\$1.00

- The above collect, advance pay, debit and pre-paid card call rates, plus any governmental mandated taxes and/or fees, are the only rates and fees that will be allowed by the State of Utah, as specified in this RFP, for collect, advance pay, debit and pre-paid card calls throughout the contract term (initial three-year term, renewable for a subsequent two-year term followed by a final one-year term; potentially six years). Property (Premise) Imposed Fees (PIFs) will not be allowed. Special billing charges will not be allowed. Any/all one-time fees/charges to establish pre-paid calling plans and credit card fees/charges to establish pre-paid accounts must be disclosed and must be approved by the State of Utah prior to implementation.



- Refer to: "Attachment V - Utah Lata Map"
- Per minute rates do not/cannot include mileage and/or time-of-day variations.
- The above rates include the Payphone Usage Charge. This charge cannot be added separately.
- Debit calling charges to countries other than Mexico and all 50 states shall be at the flat connect and per minute rates specified above. This includes all other countries within the North American Numbering Plan.

Offeror shall acknowledge their understanding of and shall confirm their agreement with these rates (these requirements).

Exception(s) cannot be taken to these requirements.

FSH Response:
Accept and Comply

FSH acknowledges and agrees with the above rates and takes no exception to the specified rates.

7. Payphones identified in Attachment I as "Payphone" and as "Electronic Payphone" shall be excluded from the above "inmate" telephone call rate specifications. "Attachment VI - Call Cost & Commission Calculation" requires offerors to provide their proposed payphone call cost and their proposed payphone commission rate; refer to 4.6.1.12.

Offeror shall acknowledge their understanding of and shall confirm their agreement with this requirement.

FSH Response:
Accept and Comply

FSH acknowledges and agrees with the Payphone and Electronic Payphone specifications

Local Call Rate = \$0.50
Long distance = 4 minutes for \$1.00 & \$0.25 each additional minute
Directory assistance = \$0.75

8. Person-to-Person calls or other calling charges that vary from the above-specified Station-to-Station calls will not be permitted.

Offeror shall acknowledge their agreement with this requirement.

FSH Response:



Accept and Comply

FSH acknowledges and agrees with the Person –to-Person call and Station to Station call restrictions.

9. UDC would like that their inmate system contractor be capable of providing international calling. Describe your inmate system’s international calling capabilities. If your inmate system is capable of processing international calls, then your (contractor’s) recommended schedule of rates must be approved by the State of Utah prior to implementation.

Note: At present, UDC has chosen not to allow pre-paid international calling. UDC may or may not permit such calling in the future.

Offeror shall acknowledge their agreement with this requirement.

FSH Response:

Accept and Comply

FSH has recently established a relationship with NCIC the only company currently offering international collect calls.

NCIC is a global telecommunications company specializing in customized operator services, with a focus towards inmate calling products, such as Collect, Prepaid and Credit Card Collect Calls. NCIC offers automated and live operator services utilizing their own operator center based in the USA. International collect calling by NCIC’s international collect is currently being used at two of FSH’s Utah accounts and is available for immediate implementation at both Utah DOC facilities without charge to UDC or the State of Utah

Due to the high costs of providing international collect calling the commission structure for international collect is based upon the amount received by FSH Communications rather than the total cost of the inmate phone call. This is the only type of call where FSH does not pay commission on gross revenue.

The current Focus 100 system in place at both UDC facilities has the capability of implementing a Pre-Paid Voucher system. Once a pre-paid voucher is purchased by the inmate all funds are transferred to the inmate’s PIN number once the voucher is activated. This eliminates the need for the inmate to retain a card in his possession. Once funds are transferred to the inmate’s PIN number he is given the choice to place a collect call or a debit call. Unauthorized use of an inmate’s pin number is protected by voice print technology already in place at both UDC facilities.

Pre-Paid vouchers are an excellent way to provide access to international calling for inmates wishing to place international telephone calls to numbers that do not have a collect billing arrangements in place. This feature is included as a part of the FSH offer and can be implemented without charge to UDC.

The options listed above provides UDC two methods of providing international calling via pre-



paid vouchers and or international collect using the FSH relationship with NCIC. Both options are included as part of the FSH offer. FSH agrees to the State's requirement to approve rates prior to implementation

10. If Utah legislation passes and/or if the Utah Public Service Commission (PSC) and/or if the Federal Communications Commission (FCC) change their no rate cap policies and/or impose rates/commissions different from those awarded as a result of this RFP, then mid-term contract negotiations would be required. Describe how rates and/or commissions would be affected in this scenario. Describe the method by which you would propose to renegotiate commission rate(s) if the State Legislature, the PSC and/or the FCC change their no rate cap policies and/or impose rates/commissions different from those awarded as a result of this RFP. The incumbent contractor's method would be approved or altered by the State of Utah at its (the State's) sole discretion. The incumbent contractor's compliance to a State alternate method would be mandatory. If incumbent contractor is unwilling and/or is unable to comply, then the State would release a new inmate communication systems/service RFP. Under no circumstance would the incumbent contractor whose contract was canceled be allowed to subsequently submit (resubmit) a proposal.

Offeror shall acknowledge their agreement with this requirement.

FSH Response:
Accept and Comply

FSH would apply new rate structure to average call / message volumes to determine gross revenue impact. From that point we'd apply our expenses, without a commission amount, to determine the initial financial impact to provisioning the service. Assuming that the net margin, at this stage, is positive, we'd then apply a commission percent (various amounts) to determine what could be offered to the State. Our initial goal would be to maintain our margin without going negative. The methodology and analysis detail would be provided to the State to facilitate final negotiations with the understanding that the State has the sole right to approve or modify said methodology. Our goal, as always, is to operate with an 'open book' policy and work towards mutual success with our customers.

11. Commissions shall be paid on the gross revenues on all completed collect calls, debit calls, pre-paid calls and pre-paid card calls. The inability of a contractor to process or receive payment on telephone call(s) that prove to be unbillable (inclusive of C-LEC unbillable), uncollectible and/or fraudulent shall have no direct or indirect bearing on the commissions paid to the State of Utah.

Offeror shall acknowledge their agreement with this requirement.

An exception cannot be taken to this requirement.

FSH Response:
Accept and Comply



Calls that are accepted are rated for the duration, be they collect or debit, the total cost is calculated as gross revenue. There are no deductions for unbillable or uncollected calls. FSH offers a flat commission rate structure that is easily audited and predictable.

12. Offerors must complete “Attachment VI - Call Cost & Commission Calculation”, which is to say, fill-in the “Proposed Commission Rate (%)” column (yellow cells) and fill-in your proposed payphone call cost and your proposed payphone commission rate; refer to 4.6.1.7. Offerors who fail to complete Attachment VI will be removed from further evaluation/award consideration.

Offeror shall acknowledge their understanding of this requirement.

FSH Response:
Accept and Comply.

The proposed FSH commission rate has been provided as directed by the State of Utah and UDC.

13. The State of Utah - UDC will initiate random calls from inmate telephones and payphones installed by the contractor. Call rates will be compared to the contracted rates for compliance. Additionally, called parties’ (customers’) bills may be reviewed to ensure that “add-on” fees, charges, etc. are not being assessed by the contractor. Additionally, reported revenues and remitted commissions will be audited and/or verified by the State to ensure the accuracy and integrity of commission payments. Any deviation from the rate and commission rules specified in this RFP shall be cause for immediate contract default. Such a default may include one, or all, of the following consequences:
 - a. Contract termination
 - b. Mandatory refunding of any/all overcharges to the billed party
 - c. Forfeiture of performance bond

If a contractor’s contract is terminated, then the contractor must pay commissions on all calls processed through their (contractor’s) inmate systems and payphones until such systems/payphones are removed from service.

Offeror shall acknowledge their understanding of and shall confirm their agreement with this requirement.

FSH Response:
Accept and Comply

FSH has an ‘open book’ policy and encourages regular account reviews with all customers. We fully understand and support the right of UDC to audit all aspects of our service, including cost and commission information for completeness and accuracy at any time during the life of the



agreement.

In fact, we encourage the establishment of a regular review session with UDC, which may be monthly, quarterly, bi-annually or annually. This process works extremely well towards assuring the customer of accuracy and superior customer service, and encourages collaboration to ensure our mutual success.

The following is a very high level procedural description of FSH's checks and balances:

FSH receives a daily "not for billing" file from the vendor containing a copy of each call record for calls completed the previous day. These calls are sorted based on tariff type (local, intralata, interLATA) as well as by call type (e.g., collect, Advanced Pay, Debit) and distributed to the appropriate usage tracking and commissioning systems. The vendor file is sent seven days a week and is received on the FSH ftp file server. A nightly load process looks for the file and generates a report of all files received and loaded for that day.

That Call Detail Load Report is reviewed each day and the vendor is contacted for resubmission of any missing files. The call detail in the file is used to track and evaluate trends for different call types and tariff types and to identify any gaps in data due to missing records. These gaps are further explored with the vendor to ensure that all calls have been properly billed and have flowed properly to FSH's commissioning systems. In addition, the call detail is evaluated to identify and correct any potential rating issues due to incorrect rates being used or an incorrect definition of the local calling area. Month end reports from the vendor are also compared to summary statistics from files received throughout the month to ensure that all calls and revenue have been accounted for in the customer commissioning process.

Extensive call detail reports are available to meet the requirements stated. Please refer to the Standard System Reports in the Appendix section.

- 4.6.2 The State desires at least a monthly accounting and remittance of the commissions earned. Indicate how commissions will be paid and how often they will be remitted under your proposal.

FSH Response:

Accept and Comply

FSH pays UDC *first* – with no expense deductions, no hidden fees or charges or other 'creative' methods! UDC is paid on gross billed revenue, on all completed calls. Our offer is meant to be sustainable and flexible over the course of the contract term.

Commissions are paid consistently, with clear and easy to read reports, and they are paid on time!

Many vendors do not pay commissions on certain charges, some which may not be included in their rates, and many do not pay commissions on pre-paid collect and other types of pre-paid, debit, or direct billed calls. *FSH pays commissions on all of these call types, and we encourage UDC to thoroughly investigate the commission percentage claims of vendors offering artificially high percentage rates – we believe they are able to do this because they do not pay on all call types.*

FSH will remit monthly to UDC an inmate telephone commission and summary report with the



compensation check. Reports may be customized to fit UDC’s needs – in soft or hard copy format as desired. All commission reports are also available on the FSH website via a secure password protected environment.

FSH commission reports will include the site and telephone number, site totals, surcharge revenue, total revenue and commissions due. FSH pays commission on “total gross billed revenue” with no deductions for fraud, repair or maintenance, or any other expense.

Monthly commission payments will be sent directly to UDC in amounts determined by the gross revenue billed by the inmate telephones multiplied by the commission percentage offered in this response. The first commission payment will arrive approximately 45 days from the end of the first full month of service and will then be sent to UDC every 30 days. Should UDC need or want additional information on commission reports, FSH will work with UDC to provide. Commission summary reports will be available to UDC on the first business day of each month.

Commissions are based upon total gross revenue with no deductions for administrative costs, line fees, equipment costs, fraud, billing collection expenses, or un-collectible billings.

Please refer to the Appendix for the Standard System Reports.

FSH also provides a monthly commission summary to UDC detailing revenue and commission by location (Draper, CUCF and Community Correction Centers).

4.6.3 Describe how the reported revenues and remitted commissions can be audited and/or verified by the State to ensure the accuracy and integrity of commission payments.

FSH Response:
Accept and Comply

The FSH response in 4.6.1, provides the same response that is listed below. FSH is including the answer again per our understanding of the RFP requirements. FSH has an ‘open book’ policy and encourages regular account reviews with all customers. We fully understand and support the right of UDC to audit all aspects of our service, including cost and commission information for completeness and accuracy at any time during the life of the agreement.

In fact, we encourage the establishment of a regular review session with the City, which may be monthly, quarterly, bi-annually or annually. This process works extremely well towards assuring the customer of accuracy and superior customer service, and encourages collaboration to ensure our mutual success.

The following is a very high level procedural description of FSH’s checks and balances:

FSH receives a daily “not for billing” file from the vendor containing a copy of each call record for calls completed the previous day. These calls are sorted based on tariff type (local, intralata, interLATA) as well as by call type (e.g., collect, prepaid, debit) and distributed to the appropriate usage tracking and commissioning systems. The vendor file is sent seven days a week and is received on the FSH File Transfer Protocol (FTP) file server. A nightly load process looks for the file and generates a report of all files received and loaded for that day.



That Call Detail Load Report is reviewed each day and the vendor is contacted for resubmission of any missing files. The call detail in the file is used to track and evaluate trends for different call types and tariff types and to identify any gaps in data due to missing records. These gaps are further explored with the vendor to ensure that all calls have been properly billed and have flowed properly to FSH's commissioning systems. In addition, the call detail is evaluated to identify and correct any potential rating issues due to incorrect rates being used or an incorrect definition of the local calling area. Month end reports from the vendor are also compared to summary statistics from files received throughout the month to ensure that all calls and revenue have been accounted for in the customer commissioning process.

Extensive call detail reports are available to meet the requirements stated.

- 4.6.4 Revenue losses due to uncollected telephone bills or inmate fraud or equipment damage of any kind will not be deductible from commission revenue due the State or from the total gross inmate telephone charges before calculating State commission payments. It will be the responsibility of the contractor to absorb or write off all such revenue losses. Under no circumstance will the State be liable for any revenue or communications system equipment losses sustained by the contractor. Commissions must be paid on "gross" revenue not on "net" (after write-offs) revenue. UDC will actively assist the contractor in minimizing any inmate system abuse and/or losses occurring at UDC facilities but it is unrealistic to expect inmate abuses to be totally eliminated.

Commission revenue must be paid when call(s) are generated; not after call payment has been received.

Without exclusion or exception, commission revenue must be computed and paid on any and all inmate telephone call charge(s), rate(s) and/or cost element(s).

Offeror shall acknowledge their understanding of and shall confirm their agreement with this requirement.

FSH Response:
Accept and Comply

Calls that are accepted are rated for the duration, be they collect or debit, the total cost is calculated as gross revenue. There are no deductions for unbillable or uncollected calls. FSH offers a flat commission rate structure that is easily audited and predictable. Commission revenue payments meet all of the requirements stated in this question.

- 4.6.5 Identify any "non-financial" benefits/advantages (not identified elsewhere in this RFP) to the State if your organization is selected to provide the requested inmate service.

FSH Response:
Accept and Comply

FSH Communications has experience with most of the inmate phone systems provided by the



companies that attended the UDC's prebid walk through(s) and FSH has current accounts with most of the companies participating in the State's RFP process.

The Focus 100 system in place at both UDC facilities was selected after reviewing the available systems and consulting with UDC. The Focus 100 systems installed at UDC has many options and features available but not always activated. Many times we find an account will be made aware of a feature provided by another provider only to find that the same feature is available on the Focus 100 system. Most features are standard on the Focus 100 system however some advanced features are optional. FSH has demonstrated its willingness to keep the Inmate Telephone System up to date with improved technology as it becomes available.

Throughout this response we have identified numerous benefits and advantages associated with the selection of FSH Communications. These have included dedicated, on site and local personnel, single point of contact, dedication to innovation and demonstrated integrity.

Many of the responses the State will review will include similar features and system functionality, albeit performed differently. With this in mind, we believe the strongest differentiator (many of them demonstrated daily by our team in place today) of our offering are the following, which FSH is a unique position to offer the State:

- **No change out of equipment** – the inmate telephones and inmate telephone system is already in place and will not require a lengthy change out of equipment.
- **State of the art inmate telephone system** - The inmate telephone system is not only in place but it is kept completely current and due to consistent upgrades is functioning better than the day it was installed at USP and CUCF. The installed inmate phones system will be kept completely up to date as required by the RFP. FSH has demonstrated our willingness and ability to keep the inmate telephone equipment current not only during the current contract but during the past several contracts.
- **Trained UDC personnel** – the housing officers and investigators are trained and familiar with the Focus 100 system –there is no need to retrain on a new system. New UDC personnel will be provided training within 20 days of notice.
- **FSH site administrators fully trained in place and providing excellent service.** FSH feels that our full time on-site system administrators are one of our best features. Our on-site system administrators, Ray Eberly and Elissa Thompson, are completely dedicated to providing excellent service – we encourage the RFP evaluators to contact the UDC supervisors who oversee Ray and Elissa to verify our claim of providing excellent service by our on-site system administrators.
- **Utah-Based account management and service technicians** - of all of the companies responding to the State's RFP, FSH is only aware of one company that has a full time employee already based in the State of Utah with that employee having responsibilities for multiple states. FSH provides Utah employees, locally based that are able to provide the excellent service and support required by UDC. Our employees live where they work, they shop where they work and live and are dedicated members of the community!



- **Proven service verified throughout the State of Utah** – of the companies participating in the January 2008 UDC pre bid meeting only one other contractor currently has an inmate phone system located in Utah providing inmate phone service to 17% of the State’s inmate population. The other two companies participating in the pre-bid process have no inmate telephone systems under contract within Utah.

FSH currently provides inmate telephone service to **73%** of the inmates housed in Utah correctional facilities including USP (Draper), CUCF (Gunnison), CCC (Community Correctional Centers, Salt Lake County (Metro Jail) Utah County (Spanish Fork) Washington County (Purgatory), Beaver County, Summit County, Iron County and Duchesne County.

We have an active presence in the State of Utah – **we live here** and we work to make sure that the service we provide meets the goals and requirements of the Utah Department of Corrections and the State of Utah!

- 4.6.6 A security (bid) bond will not be required. However, a performance bond in the amount of \$500,000.00 will be required.

Offeror shall confirm their agreement with this requirement.

FSH Response:
Accept and Comply

- 4.6.7 The State reserves the right to request a “Best and Final” as part of the evaluation process.

FSH Response:
Accept and Comply



Section 5. Proposal Evaluation

5.1 Introduction

This section is provided for information only and does not require a response. It describes, in sequence, each step that will be followed in the evaluation of proposals. An evaluation committee selected by UDC will review all (timely received) proposals.

Step 1 – Initial Evaluation

Each proposal will first be evaluated against proposal requirements. Proposals that fail to comply with requirements will be rejected and will, therefore, receive no further consideration.

Step 2 – Detailed Evaluation

A detailed scoring evaluation will be performed on all acceptable and potentially acceptable proposals (those that pass Step 1). Scoring will be done in a common format for all proposals. Contract award will be made to the offeror whose proposal is deemed most advantageous to the State.

Proposals will be evaluated (scored) based upon the following criteria:

- | | |
|------------------------------------|-----|
| 1. Technical and Security Features | 30% |
| 2. Commission Rate(s) | 30% |
| 3. Vendor Service | 25% |
| 4. Offeror Profile | 10% |
| 5. Correctional Experience | 5% |
| Total = 100% | |

Although revenue is important to the State, “Technical and Security Features” and “Vendor Service” are collectively more important. It is imperative that the contractor’s inmate systems meet Corrections’ unique functional and security requirements. The inmate systems/service must contribute to a safe and secure environment for UDC personnel and for the inmate population.

“Attachment VII - Evaluation Scoring ‘Possible Points’” delineates how the State will score offeror’s RFP responses.

The State’s use of “Commission Rate(s)” as opposed to Commission Rate is an acknowledgment by the State that offerors may propose different commission rates based upon the size of correctional facilities being served and call type, e.g., inmate verses payphone.

“Attachment VI - Call Cost and Commission Calculation” will yield 250 of the 300 possible “Commission Rate(s)” evaluation points.



Attachment VI evaluation points (250 possible) will be awarded as follows:

- "Inmate Collect or Advance Pay" and "Inmate Debit or Pre-Paid Card"; large correctional facilities (≥ 500 inmates) served by premise-based communication systems - 200 points
- "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems - 40 points
- "Payphone (Electronic Payphone)" - 10 points

Two hundred (200) evaluation points have been assigned to "large correctional facilities (≥ 500 inmates) served by premise-based communication systems" because that reflects the State's (UDC') reality with the Draper Prison housing approximately 4,000 inmates and the Central Utah Correctional Facility (Gunnison) housing approximately 1,500 inmates.

Maximum Attachment VI evaluation points (250 possible) will be assigned to the offeror whose proposed inmate (large and small correctional facilities) and payphone commission rates yield the highest inmate/payphone commission payments and the lowest payphone call cost. All other offerors will be assigned Attachment VI evaluation points in proportion to the offeror with the highest inmate/payphone commission payments and the lowest payphone call cost.

The balance of "Commission Rate(s)" evaluation points (50 possible) are assigned to paragraphs 4.6.2, 4.6.3 and 4.6.5.

Step 3 – Contract Award Recommendation

A comprehensive proposal evaluation report that includes the evaluation committee's award recommendation will be prepared for and delivered to the Division of Purchasing.

During the proposal evaluation process, informal discussions may be conducted with any offeror whose proposal has been determined to be acceptable or potentially acceptable. However, proposals may be evaluated without such discussions.

Offerors may be requested to make formal oral presentations at the discretion of the proposal evaluation committee; such oral presentations would be scheduled accordingly.

[FSH Response:](#)
[Accept and Comply](#)



Section 6. Required Contract Provisions

1. Determination of Satisfaction

UDC designated representatives, will be the sole determining judge of whether products and services rendered under this contract satisfy the requirements as identified in the contract.

FSH Response:
Accept and Comply

2. Termination by Contractor

Contractor must pay all costs associated with changing the service to another supplier. This requirement applies only if the contractor terminates service mid-way through a contract term. For example, if the contractor terminates service after two years of the initial three-year contract term, then the contractor would have to pay all costs associated with changing the service to another supplier. If, however, the contractor declines the State's offer to extend the contract for, for example, the subsequent two-year contract term, then the contractor would not have to pay any costs associated with changing the service to another supplier.

FSH Response:
Accept and Comply

3. Responsibility for Subcontractors

Contractor is solely responsible for ensuring that their subcontractors comply with all terms and conditions of the contract.

FSH Response:
Accept and Comply

4. New Products and Services

New products and services that replace or augment those already included under this contract may, with the approval of the Division of Purchasing, be added to this contract. Pricing for such new products and services must follow the same discount formulas and/or commission rates established for the original products and services.

FSH Response:
Accept and Comply

5. License Fees

Contractor must pay for all federal, state, county and/or city licensing and inspection fees that may be required to complete each project.



FSH Response:
Accept and Comply

6. Testing

The State reserves the right to have any or all of the equipment and/or software provided by contractor independently tested and evaluated. Contractor must replace, at no cost to the State, any equipment and/or software found to be non-compliant and reimburse the State for any testing that reveals non-compliant equipment and/or software.

FSH Response:
Accept and Comply

7. Workmanship

Contractor must correct, at no cost to the State, any faulty workmanship that does not comply with the State's specifications and with all applicable local, state and/or federal codes.

FSH Response:
Accept and Comply

8. Service Agreement/Work Order Terms

Any "service agreement" and/or "work order" terms must be included in your RFP response (they cannot be added later).

FSH Response:
Accept and Comply



ATTACHMENTS

Attachment I

Inmate/Pay Phone Summary

Date: 1-7-2008

State of Utah - Department of Corrections (UDC)

A summary count of inmate telephones and payphones installed at UDC facilities as of January 23, 2007 follows:

Utah State Prison - Draper: 193 inmate telephones and 2 payphones
 Central Utah Correctional Facility (CUCF) - Gunnison: 71 inmate telephones and 1 payphone
 Community Correctional Centers: 0 inmate telephones and 30 payphones
 Salt Lake Transition Facility: 1 payphone
 Various other UDC sites, e.g., administrative and prison visiting areas: 4 payphones

Agency	Address	Type of Phone	# of Phones	# of Lines
Utah State Prison	14240 Pony Express Road, Draper	Inmate Telephone	193	149
Central Utah Correctional Facility (CUCF)	255 E 300 N, Gunnison	Inmate Telephone	71	48
Central Utah Correctional Facility (CUCF)	255 E 300 N, Gunnison	Payphone	1	1
Bonneville Community Correctional Center	1141 S 2250 W, Salt Lake City	Electronic Payphone	6	6
Fremont Community Correctional Center	2587 W 2365 S, Salt Lake City	Electronic Payphone	7	7
Northern Utah Community Correctional Center	2445 S 1125 W, Ogden	Electronic Payphone	11	11
Orange Street Community Correctional Center	80 Orange Street, Salt Lake City	Electronic Payphone	6	6
Salt Lake Transition Facility	460 E Slade Place, Salt Lake City	Electronic Payphone	1	1
Adult Probation & Parole	875 W 100 N, Farmington	Payphone	1	1
Adult Probation & Parole	36 Fremont Avenue, Salt Lake City	Payphone	1	1
Fred House Training Academy	14591 S State street, Draper	Payphone	2	2

Definitions:

Inmate Telephone - Used to place outgoing calls only; cannot accept coins; connects to a computerized inmate telephone system.

Electronic Payphone - Capable of accepting coins, timing calls and providing reports such as number dialed; can turn on or off at programmed times; can be programmed to place outgoing only phone calls; can be programmed to place outgoing phone calls and/or to receive incoming phone calls.

Payphone - Regular payphone; accepts coins; can place outgoing phone calls; can receive incoming phone calls.

Month	UDC Site	Local Minutes	Local Messages	Local Revenue	Intra-Lata Minutes	Intra-Lata Messages	Intra-Lata Revenue	Intra-State Minutes	Intra-State Messages	Intra-State Revenue	Inter-State Minutes
Feb 06	Utah State Prison - Draper	300,323	13,740	\$ 35,724.00	203,354	9,926	\$ 50,210.08	30	1	\$ 6.20	42,553
Mar 06	Utah State Prison - Draper	294,446	13,285	\$ 41,847.75	221,600	10,845	\$ 56,958.00	0	0	\$ -	42,469
Apr 06	Utah State Prison - Draper	297,841	13,263	\$ 41,778.45	217,380	10,444	\$ 55,328.80	0	0	\$ -	47,121
May 06	Utah State Prison - Draper	295,249	13,183	\$ 41,526.45	201,331	9,848	\$ 51,734.12	0	0	\$ -	41,892
Jun 06	Utah State Prison - Draper	282,625	12,673	\$ 39,919.95	189,744	9,251	\$ 48,672.08	0	0	\$ -	44,897
Jul 06	Utah State Prison - Draper	305,309	13,586	\$ 42,795.90	202,604	9,787	\$ 51,716.08	0	0	\$ -	42,410
Aug 06	Utah State Prison - Draper	282,527	12,755	\$ 40,178.25	197,842	9,531	\$ 50,427.84	11	1	\$ 4.12	39,608
Sep 06	Utah State Prison - Draper	274,111	12,215	\$ 38,477.25	191,297	9,520	\$ 49,611.64	42	2	\$ 10.64	39,025
Oct 06	Utah State Prison - Draper	291,005	12,960	\$ 40,824.00	196,960	9,855	\$ 51,229.20	253	11	\$ 61.16	42,921
Nov 06	Utah State Prison - Draper	290,313	13,019	\$ 41,009.85	198,871	9,746	\$ 51,153.32	189	9	\$ 47.88	44,104
Dec 06	Utah State Prison - Draper	339,464	15,047	\$ 47,398.05	217,107	10,748	\$ 56,147.24	139	10	\$ 44.68	49,001
Jan 07	Utah State Prison - Draper	301,622	13,483	\$ 42,471.45	197,298	9,545	\$ 50,401.76	154	10	\$ 46.48	44,299
Totals =		3,554,835	159,209	\$ 493,951.35	2,435,388	119,046	\$ 623,590.16	818	44	\$ 221.16	520,300

Month	UDC Site	Local Minutes	Local Messages	Local Revenue	Intra-Lata Minutes	Intra-Lata Messages	Intra-Lata Revenue	Intra-State Minutes	Intra-State Messages	Intra-State Revenue	Inter-State Minutes
Feb 06	Central Utah Correctional Facility (CUCF) - Gunnison	8,986	380	\$ 988.00	92,003	4,176	\$ 20,436.36	0	0	\$ -	10,526
Mar 06	Central Utah Correctional Facility (CUCF) - Gunnison	9,608	388	\$ 1,222.20	101,040	4,611	\$ 25,035.60	164	7	\$ 39.28	12,053
Apr 06	Central Utah Correctional Facility (CUCF) - Gunnison	8,528	348	\$ 1,096.20	96,718	4,449	\$ 24,063.36	279	15	\$ 71.13	11,963
May 06	Central Utah Correctional Facility (CUCF) - Gunnison	7,429	313	\$ 985.95	93,924	4,365	\$ 23,492.88	383	16	\$ 90.76	12,598
Jun 06	Central Utah Correctional Facility (CUCF) - Gunnison	6,330	269	\$ 847.35	91,802	4,208	\$ 22,798.64	196	11	\$ 54.32	12,071
Jul 06	Central Utah Correctional Facility (CUCF) - Gunnison	6,986	291	\$ 916.65	94,639	4,275	\$ 23,326.68	84	5	\$ 24.08	11,446
Aug 06	Central Utah Correctional Facility (CUCF) - Gunnison	5,331	224	\$ 705.60	91,434	4,119	\$ 22,505.28	39	6	\$ 21.48	11,114
Sep 06	Central Utah Correctional Facility (CUCF) - Gunnison	3,838	164	\$ 516.60	84,745	3,872	\$ 21,011.00	0	0	\$ -	10,279
Oct 06	Central Utah Correctional Facility (CUCF) - Gunnison	0	0	\$ -	91,349	4,215	\$ 22,763.88	0	0	\$ -	9,694
Nov 06	Central Utah Correctional Facility (CUCF) - Gunnison	0	0	\$ -	96,361	4,532	\$ 24,252.92	0	0	\$ -	9,055
Dec 06	Central Utah Correctional Facility (CUCF) - Gunnison	0	0	\$ -	103,367	4,886	\$ 26,084.84	0	0	\$ -	11,464
Jan 07	Central Utah Correctional Facility (CUCF) - Gunnison	0	0	\$ -	94,882	4,405	\$ 23,719.84	0	0	\$ -	9,118
Totals =		57,036	2,377	\$ 7,278.55	1,132,264	52,113	\$ 279,491.28	1,145	60	\$ 301.05	131,381

Grand Totals =	3,611,871	161,586	\$ 501,229.90	3,567,652	171,159	\$ 903,081.44	1,963	104	\$ 522.21	651,681
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Notes:

- 1) International calling is not currently available from UDC facilities.
- 2) Prior to September 21, 2006, local calls from the CUCF - Gunnison were priced from the Salina, Utah calling area. Since September 21, 2006, local calls have been priced from the Gunnison local calling area.

Inter-State Messages	Inter-State Revenue	Canadian Minutes	Canadian Messages	Canadian Revenue	Caribbean Domestic Minutes	Caribbean Domestic Messages	Caribbean Revenue	Total Minutes	Total Messages	Total Revenue	Commission	Commisson %
2,258	\$ 24,229.35							546,260	25,925	\$ 110,169.63	\$ 50,678.03	46%
2,319	\$ 26,068.05							558,515	26,449	\$ 124,873.80	\$ 57,441.95	46%
2,570	\$ 28,914.45							562,342	26,277	\$ 126,021.70	\$ 57,969.98	46%
2,320	\$ 25,811.40							538,472	25,351	\$ 119,071.97	\$ 52,391.67	44%
2,446	\$ 27,541.65							517,266	24,370	\$ 116,133.68	\$ 51,098.82	44%
2,307	\$ 26,005.50							550,323	25,680	\$ 120,517.48	\$ 53,027.69	44%
2,164	\$ 24,315.60							519,988	24,451	\$ 114,925.81	\$ 50,567.36	44%
2,210	\$ 24,191.25	215	10	\$ 169.00	66	4	\$ 76.94	504,756	23,961	\$ 112,536.72	\$ 49,516.16	44%
2,422	\$ 26,580.45							531,139	25,248	\$ 118,694.81	\$ 52,225.72	44%
2,509	\$ 27,373.80							533,477	25,283	\$ 119,584.85	\$ 52,617.33	44%
2,838	\$ 30,564.45							605,711	28,643	\$ 134,154.42	\$ 59,027.94	44%
2,445	\$ 27,269.55	148	7	\$ 116.80				543,521	25,490	\$ 120,306.04	\$ 52,934.66	44%
28,808	\$ 318,865.50	363	17	\$ 285.80	66	4	\$ 76.94	6,511,770	307,128	\$1,436,990.91	\$ 639,497.30	

Inter-State Messages	Inter-State Revenue	Canadian Minutes	Canadian Messages	Canadian Revenue	Caribbean Domestic Minutes	Caribbean Domestic Messages	Caribbean Revenue	Total Minutes	Total Messages	Total Revenue	Commission	Commisson %
561	\$ 6,111.15							111,515	5,117	\$ 27,535.51	\$ 12,666.33	46%
629	\$ 7,310.85							122,865	5,635	\$ 33,607.93	\$ 15,459.65	46%
641	\$ 7,306.35							117,488	5,453	\$ 32,537.04	\$ 14,967.04	46%
650	\$ 7,619.10							114,334	5,344	\$ 32,188.69	\$ 14,163.02	44%
635	\$ 7,336.95							110,399	5,123	\$ 31,037.26	\$ 13,656.39	44%
587	\$ 6,911.70							113,155	5,158	\$ 31,179.11	\$ 13,718.81	44%
581	\$ 6,744.30							107,918	4,930	\$ 29,976.66	\$ 13,189.73	44%
535	\$ 6,230.55	59	2	\$ 43.40	0	0	\$ -	98,921	4,573	\$ 27,801.55	\$ 12,232.68	44%
498	\$ 5,856.30	313	14	\$ 243.80	0	0	\$ -	101,356	4,727	\$ 28,863.98	\$ 12,700.15	44%
497	\$ 5,565.75	256	12	\$ 201.60	0	0	\$ -	105,672	5,041	\$ 30,020.27	\$ 13,208.92	44%
628	\$ 7,042.80	127	5	\$ 96.20	0	0	\$ -	114,958	5,519	\$ 33,223.84	\$ 14,618.49	44%
522	\$ 5,669.10	30	1	\$ 22.00				104,030	4,928	\$ 29,410.94	\$ 12,940.81	44%
6,964	\$ 79,704.90	785	34	\$ 607.00	0	0	\$ -	1,322,611	61,548	\$ 367,382.78	\$ 163,522.03	

35,772	\$ 398,570.40	1,148	51	\$ 892.80	66	4	\$ 76.94	7,834,381	368,676	\$1,804,373.69	\$ 803,019.33	
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Month	UDC Site	Local Messages	Local Revenue	Intra-Lata Messages	Intra-Lata Revenue	Inter-State Messages	Inter-State Revenue	Total Messages	Total Revenue	Commission	Commission %
Feb 06	Bonneville Community Correctional Center	3,127	\$ 1,563.42	18	\$ 287.34	22	\$ 46.51	3,167	\$ 1,897.27	\$ 720.97	38%
Mar 06	Bonneville Community Correctional Center	1,113	\$ 556.28	24	\$ 135.50	2	\$ 43.55	1,139	\$ 735.33	\$ 279.43	38%
Apr 06	Bonneville Community Correctional Center	1,710	\$ 855.10	136	\$ 132.65	1	\$ -	1,847	\$ 987.75	\$ 375.35	38%
May 06	Bonneville Community Correctional Center	1,086	\$ 542.90	127	\$ 34.85	7	\$ 175.18	1,220	\$ 752.93	\$ 286.12	38%
Jun 06	Bonneville Community Correctional Center	3,495	\$ 1,747.50	164	\$ 360.42	108	\$ 24.74	3,767	\$ 2,132.66	\$ 810.41	38%
Jul 06	Bonneville Community Correctional Center	2,808	\$ 1,403.95	139	\$ 241.38	36	\$ 192.46	2,983	\$ 1,837.79	\$ 698.37	38%
Aug 06	Bonneville Community Correctional Center	2,457	\$ 1,228.50	159	\$ 319.25	29	\$ 19.26	2,645	\$ 1,567.01	\$ 595.45	38%
Sep 06	Bonneville Community Correctional Center	3,465	\$ 1,732.40	123	\$ 243.48	11	\$ 79.56	3,599	\$ 2,055.44	\$ 781.07	38%
Oct 06	Bonneville Community Correctional Center	2,756	\$ 1,377.85	155	\$ 223.63	40	\$ 83.52	2,951	\$ 1,685.00	\$ 640.30	38%
Nov 06	Bonneville Community Correctional Center	2,072	\$ 1,036.08	118	\$ 195.55	37	\$ 121.72	2,227	\$ 1,353.35	\$ 514.28	38%
Dec 06	Bonneville Community Correctional Center	2,481	\$ 1,240.67	103	\$ 155.59	35	\$ 117.77	2,619	\$ 1,514.03	\$ 575.33	38%
Jan 07	Bonneville Community Correctional Center	839	\$ 419.38	115	\$ 263.86	41	\$ 2.27	995	\$ 685.51	\$ 260.50	38%
Totals =		27,408	\$ 13,704.03	1,381	\$ 2,593.50	369	\$ 906.54	29,159	\$ 17,204.07	\$ 6,537.58	
Feb-06	Fremont Community Correctional Center	1,438	\$ 719.03	94	\$ 133.76	62	\$ 107.54	1,594	\$ 960.33	\$ 364.93	38%
Mar-06	Fremont Community Correctional Center	302	\$ 151.22	99	\$ 47.04	23	\$ 45.99	424	\$ 244.25	\$ 92.81	38%
Apr-06	Fremont Community Correctional Center	786	\$ 393.02	85	\$ 6.60	17	\$ -	888	\$ 399.62	\$ 151.85	38%
May-06	Fremont Community Correctional Center	1,187	\$ 593.49	53	\$ 17.00	47	\$ 102.32	1,287	\$ 712.81	\$ 270.87	38%
Jun-06	Fremont Community Correctional Center	0	\$ -	73	\$ 30.30	36	\$ 104.36	109	\$ 134.66	\$ 51.17	38%
Jul-06	Fremont Community Correctional Center	848	\$ 424.16	92	\$ 9.90	28	\$ 35.09	968	\$ 469.15	\$ 178.26	38%
Aug-06	Fremont Community Correctional Center	557	\$ 278.40	93	\$ 15.50	35	\$ 16.82	685	\$ 310.72	\$ 118.07	38%
Sep-06	Fremont Community Correctional Center	672	\$ 335.85	87	\$ 65.44	17	\$ 20.78	776	\$ 422.07	\$ 160.39	38%
Oct-06	Fremont Community Correctional Center	881	\$ 440.44	80	\$ 77.05	25	\$ -	986	\$ 517.49	\$ 196.64	38%
Nov-06	Fremont Community Correctional Center	786	\$ 392.98	67	\$ 171.35	21	\$ 138.54	874	\$ 702.87	\$ 267.07	38%
Dec-06	Fremont Community Correctional Center	493	\$ 246.74	60	\$ 58.95	28	\$ 58.39	581	\$ 364.08	\$ 138.34	38%
Jan-07	Fremont Community Correctional Center	0	\$ -	89	\$ 117.82	29	\$ 10.38	118	\$ 128.20	\$ 48.72	38%
Totals =		7,951	\$ 3,975.33	972	\$ 750.71	368	\$ 640.21	9,291	\$ 5,366.25	\$ 2,039.12	
Feb-06	Northern Utah Community Correctional Center	3,043	\$ 1,521.71	44	\$ 161.65	62	\$ 99.40	3,149	\$ 1,782.76	\$ 677.44	38%
Mar-06	Northern Utah Community Correctional Center	1,775	\$ 887.52	284	\$ 94.25	25	\$ 134.58	2,084	\$ 1,116.35	\$ 424.21	38%
Apr-06	Northern Utah Community Correctional Center	1,146	\$ 572.76	367	\$ 67.11	72	\$ 11.34	1,585	\$ 651.21	\$ 247.46	38%
May-06	Northern Utah Community Correctional Center	3,100	\$ 1,549.93	445	\$ 45.99	177	\$ 330.29	3,722	\$ 1,926.21	\$ 731.95	38%
Jun-06	Northern Utah Community Correctional Center	1,598	\$ 798.85	390	\$ 81.18	133	\$ 241.41	2,121	\$ 1,121.44	\$ 426.15	38%
Jul-06	Northern Utah Community Correctional Center	2,282	\$ 1,141.10	325	\$ 59.05	88	\$ 127.66	2,695	\$ 1,327.81	\$ 504.56	38%
Aug-06	Northern Utah Community Correctional Center	2,185	\$ 1,092.30	386	\$ 133.95	54	\$ 67.28	2,625	\$ 1,293.53	\$ 491.56	38%
Sep-06	Northern Utah Community Correctional Center	1,814	\$ 907.03	451	\$ 61.55	59	\$ 72.25	2,324	\$ 1,040.83	\$ 395.51	38%
Oct-06	Northern Utah Community Correctional Center	2,736	\$ 1,368.15	490	\$ 144.41	95	\$ 200.78	3,321	\$ 1,713.34	\$ 651.07	38%
Nov-06	Northern Utah Community Correctional Center	2,198	\$ 1,099.00	504	\$ 220.15	127	\$ 266.21	2,829	\$ 1,585.36	\$ 602.43	38%
Dec-06	Northern Utah Community Correctional Center	2,176	\$ 1,087.87	269	\$ 100.16	42	\$ 16.82	2,487	\$ 1,204.85	\$ 457.85	38%
Jan-07	Northern Utah Community Correctional Center	3,220	\$ 1,609.86	501	\$ 181.28	111	\$ 4.25	3,832	\$ 1,795.39	\$ 682.26	38%
Totals =		27,272	\$ 13,636.08	4,456	\$ 1,350.73	1,045	\$ 1,572.27	32,773	\$ 16,559.08	\$ 6,292.45	

Month	UDC Site	Local Messages	Local Revenue	Intra-Lata Messages	Intra-Lata Revenue	Inter-State Messages	Inter-State Revenue	Total Messages	Total Revenue	Commission	Commission %
Feb-06	Orange Street Community Correctional Center	2,014	\$ 1,007.05	41	\$ 205.02	31	\$ 67.30	2,086	\$ 1,279.37	\$ 486.15	38%
Mar-06	Orange Street Community Correctional Center	1,567	\$ 783.30	100	\$ 152.99	18	\$ 88.07	1,685	\$ 1,024.36	\$ 389.27	38%
Apr-06	Orange Street Community Correctional Center	496	\$ 248.17	148	\$ 153.47	17	\$ 66.31	661	\$ 467.95	\$ 177.82	38%
May-06	Orange Street Community Correctional Center	2,113	\$ 1,056.70	265	\$ 34.30	45	\$ 17.81	2,423	\$ 1,108.81	\$ 421.35	38%
Jun-06	Orange Street Community Correctional Center	539	\$ 269.35	221	\$ 27.12	36	\$ 134.07	796	\$ 430.54	\$ 163.61	38%
Jul-06	Orange Street Community Correctional Center	1,884	\$ 941.90	186	\$ 55.26	37	\$ 107.88	2,107	\$ 1,105.04	\$ 419.92	38%
Aug-06	Orange Street Community Correctional Center	3,266	\$ 1,633.00	275	\$ 145.65	47	\$ 158.34	3,588	\$ 1,936.99	\$ 736.04	38%
Sep-06	Orange Street Community Correctional Center	1,908	\$ 953.78	223	\$ 355.58	55	\$ 41.56	2,186	\$ 1,350.92	\$ 513.35	38%
Oct-06	Orange Street Community Correctional Center	2,665	\$ 1,332.70	356	\$ 374.33	133	\$ 458.19	3,154	\$ 2,165.22	\$ 822.78	38%
Nov-06	Orange Street Community Correctional Center	3,221	\$ 1,610.74	430	\$ 251.41	99	\$ 128.66	3,750	\$ 1,990.81	\$ 756.52	38%
Dec-06	Orange Street Community Correctional Center	2,256	\$ 1,127.84	324	\$ 209.41	97	\$ 177.15	2,677	\$ 1,514.40	\$ 575.48	38%
Jan-07	Orange Street Community Correctional Center	3,369	\$ 1,684.54	460	\$ 280.77	57	\$ 9.39	3,886	\$ 1,974.70	\$ 750.37	38%
Totals =		25,298	\$ 12,649.07	3,029	\$ 2,245.31	672	\$ 1,454.73	28,999	\$ 16,349.11	\$ 6,212.66	
Feb-06	Adult Probation & Parole - Farmington	113	\$ 56.55		\$ -		\$ -	113	\$ 56.55	\$ 21.49	38%
Mar-06	Adult Probation & Parole - Farmington	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Apr-06	Adult Probation & Parole - Farmington	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
May-06	Adult Probation & Parole - Farmington	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Jun-06	Adult Probation & Parole - Farmington	108	\$ 54.15		\$ -		\$ -	108	\$ 54.15	\$ 20.58	38%
Jul-06	Adult Probation & Parole - Farmington	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Aug-06	Adult Probation & Parole - Farmington	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Sep-06	Adult Probation & Parole - Farmington	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Oct-06	Adult Probation & Parole - Farmington	0	\$ -	1	\$ 3.30		\$ -	1	\$ 3.30	\$ 1.25	38%
Nov-06	Adult Probation & Parole - Farmington	99	\$ 49.30		\$ -		\$ -	99	\$ 49.30	\$ 18.73	38%
Dec-06	Adult Probation & Parole - Farmington	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Jan-07	Adult Probation & Parole - Farmington	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Totals =		320	\$ 160.00	1	\$ 3.30	0	\$ -	321	\$ 163.30	\$ 62.05	
Feb-06	Adult Probation & Parole - Fremont	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Mar-06	Adult Probation & Parole - Fremont	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Apr-06	Adult Probation & Parole - Fremont	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
May-06	Adult Probation & Parole - Fremont	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Jun-06	Adult Probation & Parole - Fremont	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Jul-06	Adult Probation & Parole - Fremont	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Aug-06	Adult Probation & Parole - Fremont	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Sep-06	Adult Probation & Parole - Fremont	352	\$ 176.10		\$ -		\$ -	352	\$ 176.10	\$ 66.92	38%
Oct-06	Adult Probation & Parole - Fremont	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Nov-06	Adult Probation & Parole - Fremont	0	\$ -	1	\$ 3.30		\$ -	1	\$ 3.30	\$ 1.25	38%
Dec-06	Adult Probation & Parole - Fremont	266	\$ 133.18	2	\$ 6.60		\$ -	268	\$ 139.78	\$ 53.12	38%
Jan-07	Adult Probation & Parole - Fremont	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Totals =		619	\$ 309.28	3	\$ 9.90	0	\$ -	622	\$ 319.18	\$ 121.29	
Feb-06	Fred House Training Academy	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Mar-06	Fred House Training Academy	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Apr-06	Fred House Training Academy	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
May-06	Fred House Training Academy	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Jun-06	Fred House Training Academy	0	\$ -	2	\$ 6.44		\$ -	2	\$ 6.44	\$ 2.45	38%
Jul-06	Fred House Training Academy	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Aug-06	Fred House Training Academy	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Sep-06	Fred House Training Academy	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Oct-06	Fred House Training Academy	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Nov-06	Fred House Training Academy	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Dec-06	Fred House Training Academy	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Jan-07	Fred House Training Academy	0	\$ -	1	\$ 2.90		\$ -	1	\$ 2.90	\$ 1.10	38%
Totals =		0	\$ -	3	\$ 9.34	0	\$ -	3	\$ 9.34	\$ 3.55	

Month	UDC Site	Local Messages	Local Revenue	Intra-Lata Messages	Intra-Lata Revenue	Inter-State Messages	Inter-State Revenue	Total Messages	Total Revenue	Commission	Commission %
Feb-06	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Mar-06	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Apr-06	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
May-06	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Jun-06	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Jul-06	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Aug-06	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Sep-06	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Oct-06	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Nov-06	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Dec-06	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Jan-07	Central Utah Correctional Facility (CUCF) - Gunnison	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Totals =		0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	
Feb-06	Utah State Prison - Draper	0	\$ -	1	\$ 3.40		\$ -	1	\$ 3.40	\$ 1.29	38%
Mar-06	Utah State Prison - Draper	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Apr-06	Utah State Prison - Draper	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
May-06	Utah State Prison - Draper	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Jun-06	Utah State Prison - Draper	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Jul-06	Utah State Prison - Draper	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Aug-06	Utah State Prison - Draper	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Sep-06	Utah State Prison - Draper	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Oct-06	Utah State Prison - Draper	0	\$ -	1	\$ 4.45		\$ -	1	\$ 4.45	\$ 1.69	38%
Nov-06	Utah State Prison - Draper	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Dec-06	Utah State Prison - Draper	0	\$ -	1	\$ 3.30		\$ -	1	\$ 3.30	\$ 1.25	38%
Jan-07	Utah State Prison - Draper	0	\$ -		\$ -		\$ -	0	\$ -	\$ -	38%
Totals =		0	\$ -	3	\$ 11.15	0	\$ -	3	\$ 11.15	\$ 4.23	
Grand Totals =		88,868	\$ 44,433.79	9,848	\$ 6,973.94	2,454	\$ 4,573.75	101,170	\$ 55,981.48	\$ 21,272.93	

Notes:

- 2) The Salt Lake Transition Facility opened February 2007. Therefore, no minutes and messages information exists at this time.
- 3) Payphone minutes are not currently measured.

Attachment III – Draper Grade of Service

Run Date : 02/08/2007

Inmate Telephone System

Run Time : 15:45:19

Percentage Grade of Blocking

Page 1 of 1

From: 01/01/2007 - 00:00:00
Thru : 01/31/2007 - 23:59:00

HOUR	Trunk Type 1			Trunk Type 4		
	Approved	Blocked	Grade	Approved	Blocked	Grade
00-01	2	0	0.00	0	0	0.00
01-02	3	0	0.00	0	0	0.00
02-03	0	0	0.00	0	0	0.00
03-04	2	0	0.00	0	0	0.00
04-05	0	0	0.00	0	0	0.00
05-06	265	0	0.00	0	0	0.00
06-07	1712	0	0.00	0	0	0.00
07-08	2795	0	0.00	0	0	0.00
08-09	3913	0	0.00	0	0	0.00
09-10	5236	0	0.00	0	0	0.00
10-11	6252	0	0.00	0	0	0.00
11-12	1784	0	0.00	0	0	0.00
12-13	5685	0	0.00	0	0	0.00
13-14	6691	0	0.00	0	0	0.00
14-15	6814	0	0.00	0	0	0.00
15-16	6317	0	0.00	0	0	0.00
16-17	2205	0	0.00	0	0	0.00
17-18	9191	0	0.00	0	0	0.00
18-19	10257	0	0.00	0	0	0.00
19-20	9016	0	0.00	0	0	0.00
20-21	3236	0	0.00	0	0	0.00
21-22	5871	0	0.00	0	0	0.00
22-23	227	0	0.00	0	0	0.00
23-24	0	0	0.00	0	0	0.00
	87,474	0	0.00	0	0	0.00

Attachment IV – Gunnison Grade of Service

Run Date : 02/09/2007

Inmate Telephone System

Run Time : 07:55:19

Percentage Grade of Blocking

Page 1 of 1

From: 01/01/2007 - 00:00:00

Thru : 01/31/2007 - 23:59:00

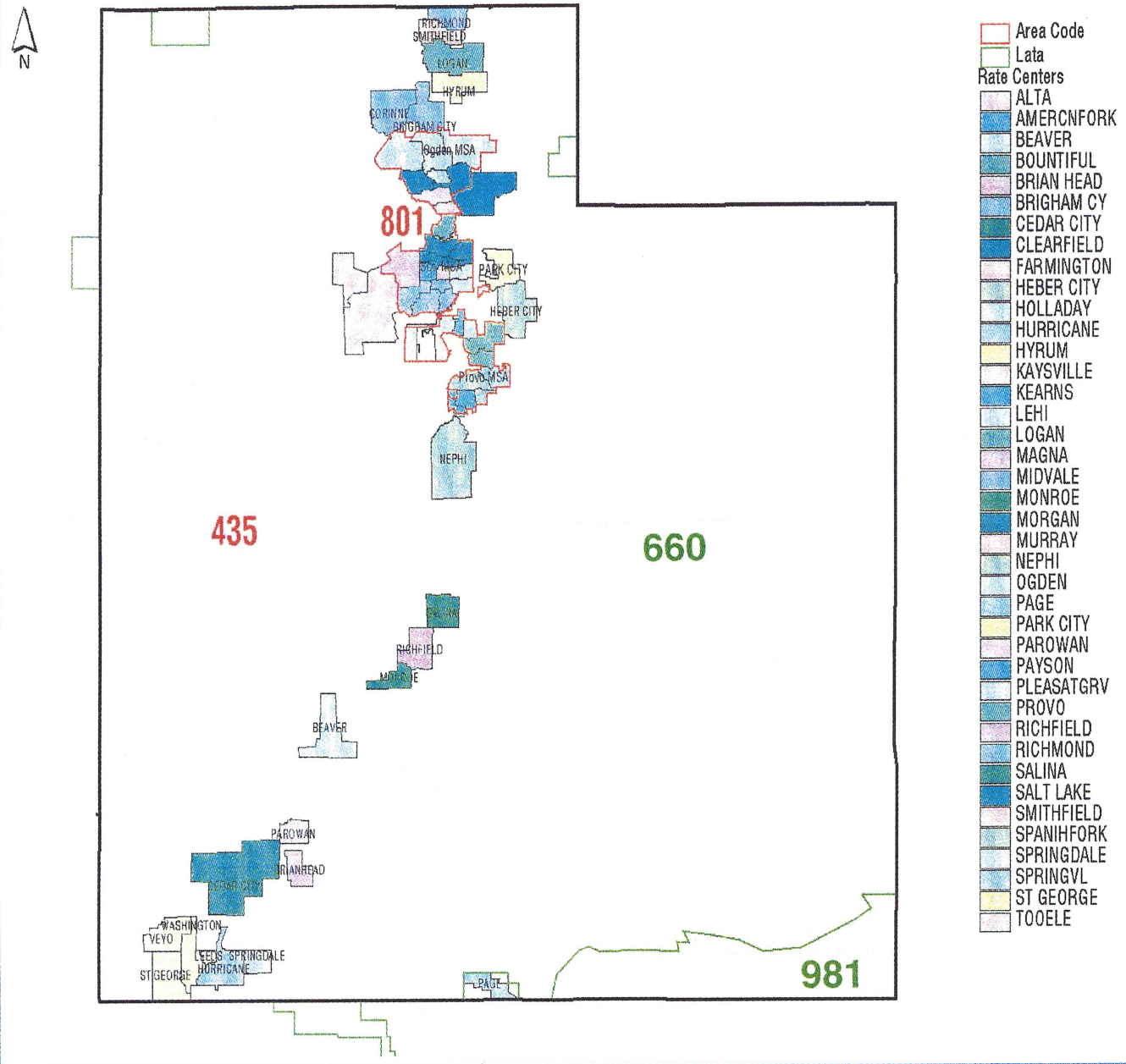
HOUR	Trunk Type 1 FSH			Trunk Type 4 FSH		
	Approved	Blocked	Grade	Approved	Blocked	Grade
00-01	0	0	0.00	0	0	0.00
01-02	0	0	0.00	0	0	0.00
02-03	0	0	0.00	0	0	0.00
03-04	0	0	0.00	0	0	0.00
04-05	0	0	0.00	0	0	0.00
05-06	0	0	0.00	0	0	0.00
06-07	195	0	0.00	0	0	0.00
07-08	304	0	0.00	0	0	0.00
08-09	393	0	0.00	0	0	0.00
09-10	765	0	0.00	0	0	0.00
10-11	620	0	0.00	0	0	0.00
11-12	1007	0	0.00	0	0	0.00
12-13	833	0	0.00	0	0	0.00
13-14	804	0	0.00	0	0	0.00
14-15	992	0	0.00	0	0	0.00
15-16	636	0	0.00	0	0	0.00
16-17	1238	0	0.00	0	0	0.00
17-18	1605	0	0.00	0	0	0.00
18-19	1707	0	0.00	0	0	0.00
19-20	2223	0	0.00	0	0	0.00
20-21	661	0	0.00	0	0	0.00
21-22	1318	0	0.00	0	0	0.00
22-23	0	0	0.00	0	0	0.00
23-24	0	0	0.00	0	0	0.00
	15,301	0	0.00	0	0	0.00

Rate Center's
Local Number Portability
as of 2nd qtr 2004

UTAH

Attachment V – Utah Lata Map

Date: 3-7-2007



Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Offerors must complete (fill-in) the "Proposed Commission Rate (%)" column (yellow cells). Offerors who fail to do so will be removed from further evaluation/award consideration.

Do not, under any circumstance, alter the format, formulas, rates, minute/message quantities (or whatever) of this spreadsheet. Again, you need only fill-in the "Proposed Commission Rate (%)" column (yellow cells).

Inmate Collect or Advance Pay

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$3.15	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	48.00%
Intra-Lata	\$2.80	\$0.12					48.00%
Intra-State	\$2.80	\$0.12					48.00%
Inter-State	\$3.00	\$0.45					48.00%

Inmate Debit or Pre-Paid Card

Calling Area	Connect Rate	Per Minute Rate	Payphone Usage Charge	Property (Premise) Imposed Fee (aka PIF)	Non-Mandated Governmental Fees	Bill Statement Fees	Proposed Commission Rate (%)
Local	\$2.50	N/A	The "Connect Rates" include the Payphone Usage Charge.	<i>Not Allowed</i>	<i>Not Allowed</i>	<i>Not Allowed</i>	48.00%
Intra-Lata	\$2.25	\$0.10					48.00%
Intra-State	\$2.25	\$0.10					48.00%
Inter-State	\$2.55	\$0.35					48.00%
Mexico	\$2.55	\$0.75					48.00%
All Other Countries	\$3.55	\$1.00					48.00%

Attachment VI - Call Cost and Commission Calculation

Date: 1-9-2008

Inmate Collect or Advance Pay

Assumption: Going forward, 80% of the calls placed during a 12-month period will be Inmate Collect or Advance Pay. The below minutes and messages represent calls placed during the time period February 2006 - January 2007.

Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Upon Total Call Cost
Local	2,889,497	129,269	22.35	\$3.15	N/A	48.00%	\$195,454.43
Intra-Lata	2,854,122	136,927	20.84	\$2.80	\$0.12	48.00%	\$348,427.56
Intra-State	1,570	83	18.88	\$2.80	\$0.12	48.00%	\$202.28
Inter-State	521,345	28,618	18.22	\$3.00	\$0.45	48.00%	\$153,819.82

Inmate Collect or Advance Pay Total = \$697,904.08

Inmate Debit or Pre-Paid Card

Assumption: Going forward, 20% of the calls placed during a 12-month period will be Inmate Debit or Pre-Paid Card. The below messages and messages represent calls placed during the time period February 2006 - January 2007.

Calling Area	Local Minutes	Local Messages	Average Call Length (Minutes)	Connect Rate	Per Minute Rate	Proposed Commission Rate (%)	Commission Payment Upon Total Call Cost
Local	722,374	32,317	22.35	\$2.50	N/A	48.00%	\$38,780.64
Intra-Lata	713,530	34,232	20.84	\$2.25	\$0.10	48.00%	\$71,219.80
Intra-State	393	21	18.88	\$2.25	\$0.10	48.00%	\$41.31
Inter-State	130,336	7,154	18.22	\$2.55	\$0.35	48.00%	\$30,653.47
Mexico	***	***	***	\$2.55	\$0.75	48.00%	***
All Other Countries	1,214	55	22.07	\$3.55	\$1.00	48.00%	\$676.44

Inmate Debit or Pre-Paid Card Total = \$141,371.66

Inmate Collect or Advance Pay Total = \$697,904.08

Inmate Debit or Pre-Paid Card Total = \$141,371.66

12-Month Grand Total = \$839,275.74

Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems

1) Offerors must state their proposed "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems" commission rate. 43%

Payphone (Electronic Payphone)

Payphones (electronic payphones) can only be used at State of Utah, Department of Corrections facilities, e.g., Community Correctional Centers, Adult Probation & Parole locations, the Salt Lake Transition Facility, the Fred House Training Academy and in public-access (administrative) areas at any UDC site.

1) Offerors must state their proposed payphone call cost. \$.50 local calls flat rate long distance 4 minutes for \$1.00
(delineate/explain as necessary)

2) Offerors must state their proposed payphone commission rate. 38%

Remarks:

1) The successful contractor cannot decrease their proposed commission rates (large correctional facilities, small correctional facilities and/or payphone) at any time throughout the term of the contract without the State's approval.

2) The successful contractor cannot increase their proposed payphone call cost at any time throughout the term of the contract without the State's approval.

3) "Attachment VI - Call Cost and Commission Calculation" will yield 250 of the 300 possible "Commission Rate(s)" evaluation points. Attachment VI evaluation points (250 possible) will be awarded as follows:

- "Inmate Collect or Advance Pay" and "Inmate Debit or Pre-Paid Card"; large correctional facilities (≥ 500 inmates) served by premise-based communication systems - 200 points
- "Small Correctional Facilities (< 500 Inmates) Served by Premise-Based Communication Systems - 40 points
- "Payphone (Electronic Payphone)" - 10 points

Two hundred (200) evaluation points have been assigned to "large correctional facilities (≥ 500 inmates) served by premise-based communication systems" because that reflects the State's (UDC) reality with the Draper Prison housing approximately 4,000 inmates and the Central Utah Correctional Facility (Gunnison) housing approximately 1,500 inmates. Maximum Attachment VI evaluation points (250 possible) will be assigned to the offeror whose proposed inmate (large and small correctional facilities) and payphone commission rates yield the highest inmate/payphone commission payments and the lowest payphone call cost. All other offerors will be assigned Attachment VI evaluation points in proportion to the offeror with the highest inmate/payphone commission payments and the lowest payphone call cost. The balance of "Commission Rate(s)" evaluation points (50 possible) are assigned to paragraphs 4.6.2, 4.6.3 and 4.6.5.

4) Total call cost is before federal, state and local taxes.

5) Per minute rates do not/cannot include mileage and/or time-of-day variations.

Attachment VII - Evaluation Scoring "Possible Points"

Date: 1-9-2008

Para	Specification	Possible Points		Para	Specification	Possible Points
Section 1. Project Intent						
1.1	Summary Statement	N/A			4.1.32	4
1.2	Issuing Office and Project Manager	N/A			4.1.33	
1.3	Schedule of Events	N/A			A.	4
1.4	Submission of Proposals	N/A			B.	5
1.5	Contract Period	N/A			C.	5
1.6	Commission Revenue Guarantee	N/A			D.	5
1.7	Questions	N/A			E.	4
1.8	Protected Information	N/A			F.	5
Section 2. General Requirements					G.	4
2.1	RFP Available via E-mail	N/A			H.	4
2.2	Organization of Proposals				4.1.34	4
	A. Letter of Transmittal - Indicate "Yes" if included and "No" if not included.	N/A			4.1.35	5
	B. Executive Summary - Indicate "Yes" if included and "No" if not included.	N/A			4.1.36	4
	C. Responses to specifications and requirements	N/A			4.1.37	4
	D. Additional information and attachments, if any	N/A			4.1.38	4
2.3	Revisions to RFP	N/A			4.1.39	5
2.4	Rejection of Proposals	N/A			4.1.40	4
2.5	Acceptance of Proposals	N/A			4.1.41	7
2.6	Proposals Property of the State	N/A			4.1.42	5
2.7	Oral Presentations	N/A			4.1.43	4
2.8	Site Walk-Throughs	N/A			4.1.44	5
2.9	Multiple Proposals	N/A			4.1.45	6
2.10	News Releases	3		4.2	Installation Requirements	
2.11	Subcontractors	8			4.2.1	9
2.12	Restrictions	7			4.2.2	8
2.13	Exceptions	8			4.2.3	8
2.14	References	50			4.2.4	7
2.15	Offeror Profile				4.2.5	7
	A. History	25			4.2.6	8
	B. Financial/Annual Report	25			4.2.7	8
	C. Credit Rating	25			4.2.8	8
	D. Loss of Contracted Service	25			4.2.9	7
2.16	Standard Contract Terms and Conditions	6			4.2.10	6
Section 3. Project Background				4.3	Inmate Communication Enhancements	
3.1	Current Environment	N/A			4.3.1	9
3.2	Future Plans	N/A		4.4	Maintenance	
					4.4.1	8

Attachment VII - Evaluation Scoring "Possible Points"

Date: 1-9-2008

Para	Specification	Possible Points	Para	Specification	Possible Points
Section 4. Specifications					
4.1	Technical and Security			4.4.2	8
	4.1.1	5		4.4.3	8
	4.1.2 (consider Offerors response with regard to Items A-G)	4		4.4.4	9
	4.1.3	4		4.4.5	8
	4.1.4	4		4.4.6	4
	4.1.5	4		4.4.7	7
	4.1.6	8		4.4.8	9
	4.1.7	5		4.4.9	7
	4.1.8	4	4.5	Service and Reliability	
	4.1.9	6		4.5.1	7
	4.1.10	6		4.5.2	5
	4.1.11	4		4.5.3	7
	4.1.12	4		4.5.4	5
	4.1.13	4		4.5.5	6
	4.1.14	4		4.5.6	6
	4.1.15	4		4.5.7	6
	4.1.16	4		4.5.8	7
	4.1.17	4		4.5.9	8
	4.1.18	4		4.5.10	8
	4.1.19	4	4.6	Costs and Commission Structure	
	4.1.20	5		4.6.1	neither or not offerors acknowledged their applicable, their understanding of these ; or "No" as applicable for each offeror. Item 4. "sample" bill (invoice).
	4.1.21	6		1. Offeror shall acknowledge their agreement with this requirement.	
	4.1.22	4		2. Offeror shall acknowledge their agreement with this requirement.	
	4.1.23			3. Offeror shall acknowledge their agreement with this requirement.	
	A.	4		4. Offeror shall acknowledge their agreement with this requirement and offeror shall provide the requested "sample" bill (invoice).	
	B.	5		5.	
	C.	5		6. Offeror shall acknowledge their agreement with these rates/requirements.	
	D.	4		7. Offeror shall acknowledge their agreement with this requirement.	
				8. Offeror shall acknowledge their agreement with this requirement.	

Attachment VII - Evaluation Scoring "Possible Points"

Date: 1-9-2008

Para	Specification	Possible Points		Para	Specification	Possible Points	
	E.	4	Evaluators: Please indicate w agreement with and/or, where specifications by entering "Yes" requires the submission of a "S		9. Offeror shall acknowledge their agreement with this requirement.		
	F.	4				10. Offeror shall acknowledge their agreement with this requirement.	
	G.	4				11. Offeror shall acknowledge their agreement with this requirement.	
	H.	4				12. Offeror shall acknowledge their understanding of this requirement.	
	1.	4				13. Offeror shall acknowledge their understanding of and shall confirm their agreement with this requirement.	
	2.	4				4.6.2	5
	3.	4				4.6.3	15
	4.	4				4.6.4 - Offeror shall confirm their agreement with this requirement.	"Yes" or "No" (like above)
	5.	4				4.6.5	30
	6.	4				4.6.6 - Offeror shall confirm their agreement with this requirement.	"Yes" or "No" (like above)
	7.	5				4.6.7	N/A
	8.	4			Section 5. Proposal Evaluation		
	4.1.24	5			5.1	Introduction	N/A
	4.1.25	6		Section 6. Required Contract Provisions			
	4.1.26	4		Items 1-8: Evaluation points should not be assigned to "Section 6. Required Contract Provisions" because items 1-8 are, in essence, "Terms & Conditions" (Ts&Cs). As such, offerors will either accept or take exception to this section's Ts&Cs.			
	4.1.27	4					
	4.1.28	5					
	4.1.29	6					
	4.1.30	5		Attachments I, II, III, IV, V, VII, VIII and IX			
	4.1.31	4		Attachment VI - Call Cost and Commission Calculation			
Evaluation "Possible Points" Summary:							
Technical and Security Features						300	
Commission Rate(s)						300	
Vendor Service						250	
Offeror Profile						100	
Correctional Experience (References)						50	
Total =						1000	

Attachment VIII

INMATE TELEPHONE REQUEST FORM

FDr05/07.00

Legal Personal Court (Case by Case Approval)

Inmate Pin #: _____

Inmate Name: _____

USP #: _____

Housing Unit / Cell #: _____

Date / Time: _____

NUMBER (S) REQUESTED
(Please include all information requested)

(Area Code) Number	Name of Person (s)	Address	Relation to You	STAFF USE ONLY	
				Accept	Reject
1. ()					
2. ()					
3. ()					
4. ()					
5. ()					
6. ()					
7. ()					
8. ()					
9. ()					
10. ()					
11. ()					

Bid Number	DG8013
Title	State Cooperative Contract for Inmate Communication Systems/Service
Description	<p>Be aware of a time sensitive requirement; specifically, please refer to paragraph "1.3 Schedule of Events" and paragraph "2.8 Site Walk-Throughs". You must register for the site walk-throughs no-later-than 1-18-2008 by 2:00 PM. Added on Jan 22, 2008: Instructions for Site Walk-Throughs</p> <p>Date: January 22, 2008</p> <p>Site walk-throughs at the Utah State Prison - Draper and at the Central Utah Correctional Facility (CUCF) - Gunnison will be conducted on January 30, 2008 for those that have submitted the appropriate security check information by the specified deadline.</p> <p>Gunnison Walk-through</p> <p>Time: promptly at 9:00 a.m.</p> <p>Place: Central Utah Correctional Facility (CUCF)</p> <p>Administration Building</p> <p>255 East 300 North</p> <p>Gunnison, Utah</p> <p>(Gunnison is located 140 miles south of Salt Lake City. Please allow sufficient travel time in order to be on time.)</p> <p>Draper Walk-through</p> <p>Time: promptly at 2:00 p.m.</p> <p>Place: Utah State Prison</p> <p>Warden's Administration Building</p> <p>14425 South Bitterbrush Lane</p> <p>Draper, Utah</p> <p>Miscellaneous Information</p> <p>You must have a picture ID to enter both facilities.</p> <p>Cell phones, cameras, computers and etc will not be permitted. Please bring with you only a writing instrument and a pad of paper.</p> <p>If you have sent your security information to attend the tours and your plans change, please notify David Worthington at dworthin@utah.gov. Added on Feb 14, 2008: February 14, 2008</p> <p>The following questions were received in a timely manner to the Division of Purchasing on February 8, 2007. RFP Depot had problems and vendor could not get the questions entered in the system. We have attached the questions and answers.</p> <p>1.4 Submission of Proposals: (Page 4) Question: This section directs that we provide an original and five (5) copies of each proposal on both paper and diskette. Our understanding is that we will need to submit a total of six (6) diskettes. Please clarify if this is not correct.</p> <p>Correct – Six (6) diskettes (or CDs) are required.</p>

4.1.1 Technical and Security: (Page 16)

Question: Will UDC require the incumbent provider to replace the existing VAC ITS equipment with new equipment as described in this section? Requiring all vendors to install new equipment will ensure a level playing field for all bidders.

As previously posted on RFP Depot when, in essence, this question was previously asked, the State's answer follows:

Answer - The successful contractor's inmate communication systems must be state of the art technology and they must provide adequate system capacity, capabilities, features, functionality, emerging technologies, etc. as delineated in the RFP. Such requirements apply to the incumbent as surely as they do to any RFP offeror.

4.1.6 Technical and Security: (Page 18)

Question: How many "standardized audible monitoring stations" will be required by UDC?

Standardized audible monitoring stations and cut-off switches must be put in all Control Rooms; CUCF will require eight (8) and Draper Site will require twenty five (25).

4.1.6 Technical and Security: (Page 18)

Question: Does the three (3) month period from the official contract date that will be allowed for any new contractor to complete the monitor system change-out in all areas begin with the contract signing date, or the effective date of the contract?

For example, if the contract was awarded on 5/1/07, and the contract was completed and signed on 6/1/07, with an effective date of 7/1/07, and all new systems were cutover on 9/1/07, would the monitor system have to be completely changed out by 9/1/07 (three months after the contract signing), or by 10/1/07 (three months after the effective contract date)

The three month period begins on the date the Director of State Purchasing signs the contract.

4.6.1 Costs and Commission Structure: (Page 33)

Question: Will UDC please provide an expected timeline for implementing debit calling? Because debit can significantly increase revenue, understanding this timeline would allow us to provide a more aggressive financial offer.

No timeline has been established.

4.6.6 Costs and Commission Structure: (Page 35)

Question: Are the inmate calling rates specified in this section the same as the current rates? If not, would UDC provide the current rates used by the incumbent?

Yes, the inmate calling rates delineated in RFP DG8013, paragraph 4.6 Costs and Commission Structure, 4.6.1, Item 6, are the same as the current rates.

Added on Feb 21, 2008:

February 21, 2008

YOU WILL NOT BE ABLE TO UPLOAD YOUR RFP RESPONSE ON RFP DEPOT DUE TO A TECHNICAL ISSUE.

WE WILL REQUIRE YOU TO SUBMIT SIX (6) HARD COPIES INSTEAD OF 5 AND ONE ORIGINAL WITH ALL OTHERS THE EXACT DUPLICATES PLUS DISKETTES. (WE WOULD PREFER CD'S)

ALL SUBMITTALS MUST BE RECEIVED IN STATE PURCHASING BEFORE THE DUE DATE PER THE RFP OR THEY WILL BE REJECTED.

PLEASE BE AWARE THAT THE LEGISLATURE IS IN SESSION AND PARKING IS CHALLENGING ON CAPITAL HILL SO PLAN AHEAD.



APPENDIX



CORPORATE OVERVIEW / EXPERIENCE



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 an Inmate Calling Solution that comprehensively addresses the needs of your facility. From unprecedented control of inmate communications to unparalleled service and reliability, our Inmate 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 Inmate 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

The FSH Inmate 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.



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 source 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.

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 Inmate 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 Inmate 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 (PIN). 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 Inmate 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 Inmate 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 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 Inmate 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 Inmate 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.

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 Inmate 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 UDC 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 Utah, 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 UDC with the finest combination of network, service, compensation, and support available. In order to meet this challenge, FSH has teamed with Value-Added Communications (VAC).

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



UDC can depend on the proven qualities that FSH offers:

- Quality Connections
- Competitive Compensation
- Contract Management services from a single source
- Superior network equipment

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 UDC and all aspects of the inmate telephone service described in this response.

FSH has also formed a strategic alliance with VAC for the provision of the inmate call control platform, commonly known as Enforcer. 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 UDC. 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 UDC’s transition and installation project. A complete support team will continue to ensure UDC receives the best service and support available on an ongoing basis. FSH pledges to UDC 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 UDC inmate phone system. We understand the changing environment in the corrections market and believe effective account management for UDC requires an experienced, professional Account Executive based in the area.

A single, dedicated Account Executive (Mr. Dale Cherrington) will lead the team of professionals who will provide UDC with a turnkey solution for all inmate telephone services – from planning and development through installation, cutover, and ongoing maintenance and support. Dale has the background and expertise to lead the team of professionals providing service to UDC.

The dedication and direct responsibility taken by your Account Executive provides UDC 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 UDC facilities. These functions of FSH are provided at no cost to UDC. 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 UDC.

At FSH we pride ourselves on being lean and agile. What this means to UDC is that in addition to a dedicated staff of Utah-based employees and a single point of contact (Mr. Dale Cherrington) who is responsible for the fulfillment of the contract terms and management of our selected technology vendor; UDC 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.

UDC 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 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 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 Dale Cherrington as UDC's single point of contact. FSH intends to minimize disruption to UDC'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 UDC 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 UDC the flexibility it will require over the term to change and grow as its needs dictate. The employees assigned to UDC are highly experienced in the Corrections' industry.

Currently, FSH services over 170 correctional facilities across the West with more than 10,000 inmate telephones. Among those 170 facilities are most of UDC facilities in Oregon and Washington.

FSH brings the strength, experience, and ability to focus on managing the day to day operations of critical service to the UDC inmate phone system. We understand the changing environment in the corrections market and believe effective account management for UDC requires an experienced, professional Account Executive based in the area. Mr. Dale Cherrington 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.



STANDARD SYSTEM REPORTS



Summary of Attached Reports

Report Name	Description
Monthly Property Report	Summarizes messages, minutes and revenue for a calendar month by day by call type (collect/debit/ prepaid). Summarizes the month's activity by tariff type (local/Intralata/Interlata/Interstate)
Call Detail Report	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.
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.
Daily Call Charges	Provides a summary of all debit call revenue for a day or date range plus message and minute totals for debit and collect calling.
Attempts By Station	Provides a summary of call attempts and completions and call durations by station. The user defines the desired report period.
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.
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.
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
Three Way Call Detect Report	Provides a list of how many 3 Way Call attempts were detected. The report can be obtained by entering the desired report period.
Facility Blocked Telephone Numbers	Provides a list of all phone numbers blocked by the local facility.
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.



Monthly Property Report

09/10/2004 08:59:42 AM

Value-Added Communications, Inc.
Property Summary Report
From 08/01/2004 To 08/31/2004

Page 1 Of 2

Included Call Statuses: COLLECT-LEC BILL
Included Tariff Types: ALL

PROPERTY: 9360
SAMPLE FACILITY
1234 MAIN STREET
ANY TOWN, TX 75074
(972) 535-3000

ANI: (972) 535-3999

PRINCIPAL: 2
SAMPLE PRINCIPAL
1234 MAIN STREET
ANY TOWN, TX 75074
(972) 479-1919

Table with 7 columns: Date, Calls, Minutes, Charges, Avg Chg Per Call, Avg Chg Per Min, Avg Min Per Call. Rows include daily data from 08/01/2004 to 08/31/2004, a PROPERTY TOTAL row, and a breakdown by location (Local, Intra-Lata, etc.).



09/10/2004 08:59:42 AM

Value-Added Communications, Inc.
Property Summary Report
From 08/01/2004 To 08/31/2004

Page 2 Of 2

Included Call Statuses: COLLECT-LEC BILL
Included Tariff Types: ALL

	Calls	Minutes	Charges	Avg Chg Per Call	Avg Chg Per Min	Avg Min Per Call
REPORT TOTAL:	13,260	121,355.0	\$36,960.20	\$2.79	\$0.30	9.15
Local	11,974	110,631.0	\$28,138.90	\$2.35	\$0.25	9.24
Intra-Lata	706	5,419.0	\$1,536.25	\$2.18	\$0.28	7.68
Intra-State	162	1,510.0	\$2,059.94	\$12.72	\$1.36	9.32
Inter-State	418	3,795.0	\$5,225.11	\$12.50	\$1.38	9.08
International	0	0	0	\$0.00	\$0.00	0.00
Canadian	0	0	0	\$0.00	\$0.00	0.00
Caribbean-Domestic	0	0	0	\$0.00	\$0.00	0.00
Caribbean-International	0	0	0	\$0.00	\$0.00	0.00
Mexican	0	0	0	\$0.00	\$0.00	0.00

***** END OF REPORT *****



Report Definition

The on-line reports all use the same basic set-up procedure. Three screens allow the user to define the parameters to be applied to the report selected.

If inmate PINs are not in use, Station Number and name is displayed in the Select Inmates box.



Setting Up Parameters For: Call Refund Report

CAMPUS1_WS01 TESTADMIN

Report Start
4 / 1 /02

Report Start Time
0 : 0 : 0

Report End
4 /12/02

Report End Time
23 : 59 : 59

Back Next Exit

Start/Stop times can be defined to the second, if desired.

Setting Up Parameters For: City By NPA-Nxx Search

Phone Settings

Phone Number
Add Remove Clear

Stored Profile Name
Save Use List

Back Next Exit

Multiple Phone Numbers can be added to the search criteria. A report selection criteria that will be used repeatedly can be given a name and stored.



Call Detail Report

This report itemizes all calls occurring in a user-defined time period. Additional selection criteria can limit the report to completed calls, calls of a specific type (debit/collect), or calls from specific stations.

Run Date: 08/08/2002

Inmate Phone System

Run Time: 12:47:49

Call Detail Report

Page 1 of 1

Report Site: COF
Terminal Making Request: AllDEMO_WS01
User ID: testadmin

From: 08/01/2002 - 00:00:00
Thru: 08/08/2002 - 23:59:59
For Both Debit and Collect Calls

Facility Name: DEMO Facility Code: CHA

Inmate Name	ID	Trunk	Called Number	Date/Time	Duration	Comp Code	Cost
TWO,NO PIN LINE	000000002	1	9728083483	08/01/2002 08:05:29	1	0	\$0.00
TWO,NO PIN LINE	000000002	1	9728083483	08/06/2002 09:50:54	1	0	\$0.00
TWO,NO PIN LINE	000000002	1	9728083483	08/06/2002 09:55:02	1	0	\$0.00
TWO,NO PIN LINE	000000002	1	9728083483	08/06/2002 09:57:42	1	0	\$0.00
TWO,NO PIN LINE	000000002	1	9728083483	08/06/2002 10:00:25	2	0	\$0.00
TWO,NO PIN LINE	000000002	1	9728083483	08/06/2002 10:15:52	1	0	\$0.00
TWO,NO PIN LINE	000000002	1	9728083483	08/06/2002 15:45:55	1	0	\$0.00
TWO,NO PIN LINE	000000002	1	9728083483	08/06/2002 15:47:34	1	0	\$0.00
TWO,NO PIN LINE	000000002	1	9728083483	08/06/2002 15:49:29	1	0	\$0.00
TWO,NO PIN LINE	000000002	1	9728083483	08/08/2002 09:19:17	1	0	\$0.00
TWO,NO PIN LINE	000000002	1	9728083483	08/08/2002 10:01:17	1	0	\$0.00

Total Transactions: 11

Total cost : \$0.00



Chronological List of Calls

Similar to the call detail report in basic function, this report includes an indication of the tariff type of the call (local, Intralata, etc).

Run Date: 08/08/2002

Inmate Phone System

Run Time: 12:49:31

Chronological List Of Calls

Page 1 of 1

ReportSite: COF
Terminal Making Request: AllDEMO_WS01
UserID: testadmin

From: 08/01/2002 - 00:00:00
Thru: 08/08/2002 - 23:59:59

Facility Name: DEMO Facility Code: CHA

ID	Date/Time	Duration	Dialed Digits	Call Type	Line#	Station	Cost
000000002	08/01/2002 08:05:29	1	9728083483	InterState	1	2	\$0.00
000000002	08/01/2002 12:11:31	0	9728081002	InterState	1	2	\$0.00
000000002	08/01/2002 12:14:54	0	9728083313	Local	1	2	\$0.00
000000002	08/01/2002 12:18:21	0	9728083313	InterState	2	2	\$0.00
000000002	08/06/2002 09:47:23	0	9728083483	InterState	1	2	\$0.00
000000002	08/06/2002 09:50:54	1	9728083483	InterState	1	2	\$0.00
000000002	08/06/2002 09:55:02	1	9728083483	InterState	1	2	\$0.00
000000002	08/06/2002 09:57:42	1	9728083483	InterState	1	2	\$0.00
000000002	08/06/2002 10:00:25	2	9728083483	InterState	1	2	\$0.00
000000002	08/06/2002 10:03:27	0	9728083483	InterState	1	2	\$0.00
000000002	08/06/2002 10:15:52	1	9728083483	InterState	1	2	\$0.00
000000002	08/06/2002 15:45:55	1	9728083483	InterState	1	2	\$0.00
000000002	08/06/2002 15:47:34	1	9728083483	InterState	1	2	\$0.00
000000002	08/06/2002 15:49:29	1	9728083483	InterState	1	2	\$0.00
000000002	08/07/2002 08:24:51	0	9728083483	InterState	2	2	\$0.00
000000002	08/08/2002 09:19:17	1	9728083483	InterState	1	2	\$0.00
000000002	08/08/2002 09:21:42	0	9728083483	InterState	1	2	\$0.00
000000002	08/08/2002 10:01:17	1	9728083483	InterState	1	2	\$0.00
000000002	08/08/2002 10:02:07	0	9728083483	InterState	2	2	\$0.00
000000002	08/08/2002 10:02:16	0	9728083483	InterState	1	2	\$0.00

Facility Calls : 20
Facility Minutes : 12
Facility Cost : \$0.00

Total Number Of Calls : 20
Total Minutes : 12
Total Cost : \$0.00



Daily Call Charges

This report summarizes completed calling activity by day and call type for the facility over a user-defined period.

Run Date : 08/08/2002

Inmate Phone System

Run Time: 12:24:00

Daily Call Charges

Page 1 of 1

Report Site: COF
Terminal Making Request: All DEMO_WS01
User ID: testadmin

From: 12/01/1999
To: 08/08/2002

Facility Name: DEMO Facility Code: CHA

Date	Debit			Collect		
	Calls	Duration	Charges	Calls	Duration	Charges
06/10/2002	0	0	\$0.00	289	289	\$0.00
06/11/2002	0	0	\$0.00	979	979	\$0.00
06/12/2002	0	0	\$0.00	1,205	1,205	\$0.00
06/13/2002	0	0	\$0.00	46	46	\$0.00
06/21/2002	0	0	\$0.00	8	8	\$0.00
06/24/2002	0	0	\$0.00	28	31	\$0.00
06/25/2002	0	0	\$0.00	1	1	\$0.00
06/27/2002	0	0	\$0.00	18	25	\$0.00
06/28/2002	0	0	\$0.00	20	23	\$0.00
07/01/2002	0	0	\$0.00	5	5	\$0.00
07/10/2002	0	0	\$0.00	4	4	\$0.00
07/11/2002	0	0	\$0.00	1	1	\$0.00
07/12/2002	0	0	\$0.00	1	1	\$0.00
07/15/2002	0	0	\$0.00	4	4	\$0.00
07/16/2002	0	0	\$0.00	7	24	\$0.00
07/17/2002	0	0	\$0.00	4	4	\$0.00
07/19/2002	0	0	\$0.00	3	6	\$0.00
07/23/2002	0	0	\$0.00	2	2	\$0.00
07/24/2002	0	0	\$0.00	3	35	\$0.00
07/29/2002	0	0	\$0.00	1	1	\$0.00
07/31/2002	0	0	\$0.00	22	25	\$0.00
08/01/2002	0	0	\$0.00	1	1	\$0.00
08/06/2002	0	0	\$0.00	8	9	\$0.00
08/08/2002	0	0	\$0.00	2	2	\$0.00
Facility Total :	0	0	\$0.00	2,662	2,731	\$0.00
Report Total :	0	0	\$0.00	2,662	2,731	\$0.00



Attempts by Station

This report tracks attempts, completed calls and duration by originating station for a user-defined time period. In addition to allowing the facility to determine which stations are the most heavily used, it can be used to identify possible station repair problems.

Run Date : 02/27/2004

Inmate Phone System

Run Time : 15:10:34

Attempts by Station

Page 3 of 3

Report Site : COF From: 02/01/2004 - 00:00:00
Terminal Making Request: COTB3_WS02 Thru : 02/27/2004 - 23:59:59
User ID: TESTADMIN

Facility Name: COTB3 Facility Code: COTB3

Station Name	Station Number	Attempted Calls	Not Accepted Calls	Completed Calls	Duration
LINE #107	107	0	0	0	0
LINE #108	108	0	0	0	0
LINE #109	109	0	0	0	0
LINE #110	110	0	0	0	0
LINE #111	111	0	0	0	0
LINE #112	112	0	0	0	0
LINE #113	113	0	0	0	0
LINE #114	114	0	0	0	0
LINE #115	115	0	0	0	0
LINE #116	116	0	0	0	0
LINE #117	117	0	0	0	0
LINE #118	118	0	0	0	0
LINE #119	119	0	0	0	0
LINE #120	120	0	0	0	0
LINE #129	129	0	0	0	0
LINE #130	130	0	0	0	0
LINE #131	131	0	0	0	0
LINE #132	132	0	0	0	0
LINE #133	133	0	0	0	0
LINE #134	134	0	0	0	0



Percentage Grade of Blocking

This report summarizes calls that reached the network and those that were blocked for No Trunk Found (i.e. insufficient facilities) by trunk type and hour of the day for a user-specified time period. This report can be used by UDC to verify compliance with the .5% blocking requirement.

Run Date: 08/08/2002

Inmate Phone System

Run Time: 12:37:28

Percentage Grade of Blocking

Page 1 of 1

Report Site: COF From: 08/01/2002
Terminal Making Request: ALLDEMO_WS01 To: 08/08/2002
User ID: testadmin Selected Site(s): ALL

Table with columns: HOUR, TrunkType1 (Sprint), TrunkType4 (BellSouth), Approved, Blocked, Grade. Rows show hourly data from 00-01 to 23-24 with a total row at the bottom.



Alert Notification

This report summarizes the history of user-generated alerts based on called number, originating station, or both.

Run Date : 08/08/2002

Inmate Phone System

Run Time : 12:44:40

Alert Notification

Page 1 of 1

Report Site: COF
Terminal Making Request: AIIDEMO_WS01
User ID: testadmin

From: 08/01/2002 - 00:00:00
Thru: 08/08/2002 - 23:59:59

Facility Name: DEMO Facility Code: CHA

ID	Inmate Name	Dialed Digits	Alert	Date/Time	Station	Cost
000000002	TWO, NO PIN LINE	9728083483	BOTH	08/01/2002 08:05:29	2	\$0.00
000000002	TWO, NO PIN LINE	9728981002	BOTH	08/01/2002 12:11:31	2	\$0.00
000000002	TWO, NO PIN LINE	9728083313	BOTH	08/01/2002 12:14:54	2	\$0.00
000000002	TWO, NO PIN LINE	9728083313	BOTH	08/01/2002 12:18:21	2	\$0.00
000000002	TWO, NO PIN LINE	9728083483	PHONE	08/06/2002 09:47:23	2	\$0.00
000000002	TWO, NO PIN LINE	9728083483	PHONE	08/06/2002 09:50:54	2	\$0.00
000000002	TWO, NO PIN LINE	9728083483	PHONE	08/06/2002 09:55:02	2	\$0.00
000000009	JOHNSON, JOHN RAY		PHONE	08/07/2002 14:47:08	0	\$0.00

Total Number of Alerted Calls for the Facility: 8



Fraud Detection Reports

The Extra Dialed Digits report and the Three Way Call report highlight possible fraudulent activity on the part of the inmates. These reports can focus an investigator's time by helping them identify situations where the inmate may be trying to circumvent the controls of the Focus 100.

Run Date : 08/08/2002

Inmate Phone System

Run Time : 12:53:59

Extra Dialed Digits

Page 1 of 1

Report Site: COF
Terminal Making Request: AIIDEMO_WS01
User ID: testadmin

From: 08/01/2002 - 00:00:00
Thru : 08/08/2002 - 23:59:59

Facility Name: DEMO Facility Code: CHA

Date/Time	ID	Inmate Name	Dialed Digits	Station	Duration
08/06/2002 10:15:52	0000000002	TWO, NO PIN LINE	9728083483	2	1

Total Number of Calls with Extra Dialed Digits : 1

Run Date: 08/08/2002

Inmate Phone System

Run Time : 13:17:22

3 Way Call Detect Report

Page 1 of 1

Report Site : COF
Terminal Making Request: AIIDEMO_WS01
User ID: testadmin

From: 01/01/1999 - 00:00:00
Thru : 08/08/2002 - 23:59:59

Selected Site(s): ALL

Facility Name: DEMO Facility Code: CHA

ID	Date/Time	Dialed Digits	Call Type	Station
0000000001	06/21/2002 15:31:44	9728083483	INTERSTATE	1
0000000001	07/16/2002 10:35:43	9728083483	INTERSTATE	1
0000000002	07/24/2002 11:11:58	9728083483	INTERSTATE	2
T000000001	06/27/2002 09:00:54	9728083483	INTERSTATE	1
T000000001	06/24/2002 12:46:22	9728083483	INTERSTATE	1

Total Number of 3 Way Calls Detected : 5



Facility Blocked Telephone Numbers

All blocked numbers in the facility can be printed out on a report which includes the date the number was blocked, who blocked it and the reason for the block.

Run Date: 09/23/2003

Inmate Phone System

Run Time: 17:05:13

Facility Blocked Telephone Numbers

Page 4 of 4

Report Site: COF Selected Site(s): COIB3
Terminal Making Request: COIB2_W202
User ID: hmwse

ID	Inmate Name	Facility	Not Allow Reason
972E0E0001	LLYY,PPYY 86MYY	COIB1	DetacDate Reason:

Number Of Inmates With This Number: 1

ID	Inmate Name	Facility	Not Allow Reason
972E0E5432	LLYY,PPYY 86MYY	COIB1	DetacDate Reason:

Number Of Inmates With This Number: 1

Facility Wide Blocks

Phone	Block Type	Description	Block Date	User ID
011111111111	Rech	BLOCKEDBOTH C&D WREC	9/23/03	gja sch haryn
011333333333	Collect	BLOCKEDCOLLECT WREC	9/10/03	cha owell
011111111111	Collect	BLOCKEDDEBIT WREC ,CHANGE TEST	9/25/03	cha owell
011***	Rech	BLOCKED W/ALERT	9/10/03	cha owell
11-555-1212	Rech		9/23/03	gja sch haryn
971A04.1111	Rech	BLOCKEDBOTH C&D WREC	9/10/03	cha owell
971A04.1333	Rech	BLOCKEDCOLLECT WREC	9/23/03	gja sch haryn
971A04.1111	Detac	BLOCKEDDEBIT WREC	9/10/03	cha owell
971A04-011	Rech		9/24/03	cha owell
971A04-****	Rech	BLOCKEDUNCHECKED BOTH WREC	9/10/03	cha owell
971A04.5555	Collect	BLOCKEDALL UNCHECKED COMMENTS ADDED	9/23/03	gja sch haryn



Frequently Called Numbers

This report provides all numbers called more than a user-specified number of times over a given time period.

RunDate: 10/28/2002

Inmate Phone System

RunTime: 09:58:55

Frequently Dialed Numbers

Page 1 of 1

ReportSite: COF	From: 10/01/2002
Terminal Making Request: AllDEMO_WS 01	To: 10/28/2002
UserID: testadmin	Selected Site(s): ALL

Phone Number: 9728083416			
ID	Inmate Name	Date/Time	Facility
1471471471	HOMES,BILLY B	10/11/2002 10:35:49	
1471471471	HOMES,BILLY B	10/11/2002 10:37:12	
1471471471	HOMES,BILLY B	10/11/2002 10:44:04	
1471471471	HOMES,BILLY B	10/11/2002 10:45:33	

Total Calls: 4



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 are occurring simultaneously. 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
 - Requires escort for entry into secured area
- 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.

<p><u>Phase I</u> <i>Project Definition</i></p> <p> <u>Day (-1)</u></p> <p> Award</p> <p> UDC: Contact(s), IT, FSH, VAC,</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 UDC. 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><u>Phase II</u> <i>Acquisition</i></p> <p></p> <p> Contract Execution</p>	<p>Equipment and services ordered, scheduled, prepared and delivered to site based on specifications as modified during Project Definition.</p> <p>FSH AND VAC MAINTAIN STRONG RELATIONSHIPS WITH A WIDE RANGE OF TELECOMMUNICATIONS AND EQUIPMENT</p>



<p>⚠️ FSH, VAC</p>	<p>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 UDC AND EACH FACILITY.</i></p>
<p><u>Phase III</u></p> <p>Site Survey</p> <p>🕒</p> <p>👍 RFP Award</p> <p>⚠️ FSH, VAC</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><u>Phase IV</u></p> <p>Phone Instrument Review</p> <p>🕒</p> <p>👍 10-20 Days prior to Circuit Installation</p> <p>⚠️ FSH ♥️</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 has 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><u>Phase V</u></p> <p>Pre-Installation Preparation</p> <p>🕒</p> <p>Typically requires two</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 marked, cable pairs • Mark punch-down blocks and identify each pair by phone ID and location. (Cross reference all phones by cable pair)



<p>(2) days per site</p> <p>⚠️ FSH, VAC</p> <p>♥</p>	<ul style="list-style-type: none"> • Test and repair as necessary all phones, jacks, and toggle switches • Install CAT 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>🕒</p> <p>⚠️ FSH, VAC</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. • 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).
<p><u>Phase VII</u></p> <p>Final Test</p> <p>🕒</p> <p>Typically requires two (2 - 4) hours per site</p> <p>⚠️ FSH, VAC</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><u>Phase VIII</u> <i>Training</i></p> <p> 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>
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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	



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	



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	



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 RF-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 RF-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



OPERATING PLAN



FSH realizes the importance of our employees adhering to rules and procedures regarding security when performing telephone duties and/or delivering products to any correction facility. It is a standard FSH requirement to pass a drug test and background check before being hired as an employee of either company. Also, the employees chosen to work in a jail or prison environment are those that welcome the opportunity with no hesitation. In order to assure the safety of the employee and the security of the facility, the following rules are covered with each new employee before beginning their work duties inside a correction facility:

- Do not attempt to make ANY conversation with inmates. Only say hello if spoken to and move on.
- Never touch anything that is not yours or discuss your activity inside the facility with anyone. Confidentiality is very important in maintaining the working relationship inside the facility.
- Always wear the necessary ID when inside the facility.
- Never leave tools and equipment unattended.
- Use only the necessary and approved tools for your duties.
- All tools and equipment must be kept with you at all times.
- Never touch an inmate.
- Never pass anything to or take anything from an inmate.
- In case of a disturbance, obey the correction officer with no argument.
- Take a tool inventory before entering a facility and do the same upon leaving. Leave nothing behind or out of your site.
- Follow any and all instructions given to you by a correction officer.
- At times you may be asked to leave an area before you are finished, do so immediately. Follow the instructions of the correction officers at all times.
- Treat everyone with respect.
- Follow all Correctional Facilities procedures for emergency evacuations and medical emergencies.
- Under no circumstances are you permitted to leave any facility that you are working in with anything that is not the property of you, or the company you are working for. Do not leave the facility with anything other than what you went in with.
- If removing packing material, or repair related debris, it must be disposed of on site immediately. Nothing of this nature is to be taken back into the facility once taken outside for disposal.
- All manufactured components are shipped to the facility and are available for inspection.
- All equipment and components brought physically to the facility are available for inspection.

Please be assured that FSH understands the nature of the corrections environment and the security issues involved. FSH requires its subcontractors to also implement and adhere to the security rules listed above. We are committed to the security of the the City facilities we serve and take our responsibilities very seriously.



FSH SAMPLE CONTRACT



INMATE TELEPHONE SERVICE AGREEMENT

This Agreement is made and entered into by and between FSH Communications, LLC ("FSH"), a Delaware corporation, and _____ ("Space Provider") with a principal place of business at _____, for the provision of pay telephones and/or inmate telephone service (Telephones) and ancillary inmate communications (equipment) as defined herein ("Agreement"). For purposes of clarity, both pay telephones and inmate telephones will be referred to as "Telephones" in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the parties agree as follows:

1. **TERM.** This Agreement is effective on the latest signature date ("Effective Date"), and shall continue in effect for a period of _____ (_____) years ("Initial Term") from the Effective Date. Upon completion of the Initial Term, this Agreement shall be automatically renewed for successive periods of one (1) year each under the same terms and conditions, unless terminated by either party upon ninety (90) days advance written notice prior to the end of the Initial term or the current renewal period.

2. **SCOPE OF AGREEMENT**

2.1. In consideration of compensation provided herein, Space Provider grants to FSH exclusive right to install and maintain Telephones within its building or on its private property ("Location") during the term of this Agreement. FSH reserves the right to establish rates for telephone services. This Agreement applies to all Telephone(s) currently installed ("existing") and to all future installations ("new").

2.2. This Agreement includes all other premises, whether now existing (if a competing provider has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Space Provider within FSH's service areas. Space Provider will advise FSH in writing, of newly opened, acquired, or available premises, promptly, so FSH can evaluate installation of its Telephones at these premises.

2.3 In consideration of the compensation paid to Space Provider under this Agreement, Space Provider expressly waives carrier selection rights, where applicable, and FSH expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Space Provider locations.

3. **RESPONSIBILITY OF FSH**

FSH agrees to:

- 3.1. Install Telephones at locations mutually agreed upon by both parties.
- 3.2. Jointly determine with Space Provider the appropriate number of Telephones to be installed at each location.
- 3.3. Service and repair Telephones provided by FSH, at FSH's expense, except as otherwise agreed upon herein.
- 3.4. Comply with the Americans with Disabilities Act (ADA) as it relates to the FSH -provided equipment.

4. **RESPONSIBILITY OF SPACE PROVIDER**

Space Provider agrees to:

- 4.1. Provide adequate space for Telephones and easy accessibility for use during the normal operating hours of Space Provider. In the event Space Provider is not the owner of the premises, Space Provider shall, where necessary, obtain permission from the building owner or owner's agent for the placement of FSH's Telephones, and shall be responsible for any fees for use of required riser cable and electric power.



4.2. Maintain the area around the Telephones and ensure safe and ready access to the users of the Telephones and to FSH.

4.3. Allow FSH access to perform maintenance during the established hours of accessibility jointly agreed to by Space Provider and FSH, except when access must be denied to ensure the safety of FSH service personnel and/or to maintain institutional control.

4.4. Space Provider agrees to allow FSH access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Space Provider, unless otherwise negotiated with FSH. Light fiber is not defined as house cable or inside wire. Any expense incurred as a result of the expected use of light fiber will be at the sole expense of the Space Provider unless otherwise negotiated with FSH.

4.5. Any relocation, expansion, addition, or deletion of Telephones and equipment, for reasons other than safety, resulting in extraordinary expense and expected to be paid for by FSH, must be agreed to by FSH in advance of the cost being incurred or alternatively, the cost be paid by Space Provider.

4.6. Exercise reasonable care to prevent the loss through theft and any damage to the Telephones from any source.

4.7. Space Provider may, at its option, purchase and provide enclosures at their own expense for Telephones. In the event Space Provider elects to provide enclosures, Space Provider shall be responsible for installation and maintenance of said enclosures.

4.8. Space Provider warrants that it has the authority to enter into this Inmate Telephone Service Agreement with FSH. Space Provider further warrants that the Telephones as mentioned in Schedule A, attached hereto and incorporated herein by this reference, are on property owned by the Space Provider or if Space Provider is not the owner of the premises, Space Provider has obtained permission from the building owner or owner's agent to enter into this Agreement.

5. **OWNERSHIP.** FSH is and shall remain the owner of the Telephones provided by FSH whether or not physically attached to real estate.

6. **FURTHER LOCATIONS AND TELEPHONES.** The parties may add location(s) and Telephone(s) to this Agreement, but additions will not be made without the express agreement of the parties. Additions may be evidenced by a written memorandum between the parties, but FSH's business office records, unless clearly erroneous, will be binding on the parties. Additions will not change the initial or any renewal terms or the expiration date of this Agreement.

7. **COMMISSION.** FSH agrees to pay Space Provider a commission in accordance with Schedule B, attached hereto and incorporated herein by this reference. Payment shall be in the form of commission checks made payable to Space Provider.

8. **REMOVAL OF TELEPHONES.** FSH reserves the right, at its sole discretion, to remove any or all Telephones, in the event that placement at Space Provider location(s) is not economically viable. FSH shall provide Space Provider thirty (30) days written notice of its election to remove any or all Telephones. If FSH removes Telephones under this paragraph, Space Provider shall not be liable for termination charges for the Telephones removed. Space Provider shall be entitled to receive any commissions earned before the FSH removal of such Telephones.

9. **TERMINATION LIABILITY.** If Telephones are removed by Space Provider, during the term of this Agreement, Space Provider shall be liable to FSH for a termination charge as set forth in Schedule C, attached hereto and incorporated herein by this reference. This provision shall not apply to the temporary removal of Telephones by Space Provider or upon Space Provider's request, for space remodeling, construction work, or for safety reasons.

10. **LIMITATION OF LIABILITY.** In the event of a service interruption caused by FSH, FSH liability shall be limited to the use of reasonable diligence under the circumstances, for restoration of service. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES,



INCLUDING LOST STATION REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, EXCEPT AS SET FORTH UNDER THE TERMINATION LIABILITY PROVISION HEREIN.

11. **EXCUSED PERFORMANCE.** Space Provider shall not be subject to Termination Liability if the cause of removal is directly related to the cessation of Space Provider's business operations. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of the elements or natural disasters, strikes, power failures, civil or military emergencies or acts of legislative, judicial or other civil authorities.

12. **DEFAULT.** If either party fails to perform its obligations under this Agreement, failure shall constitute default and, in such event, written notice shall be given to provide an opportunity to remedy such default. Should the defaulting party fail to remedy such default within 10 days from date of such notice, the non-defaulting party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Agreement in whole or in part.

13. **ADVERTISING/PUBLICITY.** Space Provider may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between FSH (and/or any of its affiliate's) names, marks, codes, drawings, or specifications without FSH's prior written consent, unless required by law.

FSH shall have the right to terminate this Agreement and any other agreements between the parties if Space Provider violates this provision.

14. **INSURANCE.** At all times during the term of this Agreement, FSH and its subcontractors shall maintain in effect the following types and amounts of Insurance:

- i. Employers' Liability Insurance - \$5,000,000 per incident and \$1,000,000 per person.
- ii. Commercial General Liability Insurance with Bodily Injury Liability and Property Damage Liability Combined Single Limit
 - \$5,000,000 per incident and
 - \$1,000,000 per person.
- iii. Commercial Automobile Liability as follows: Combined Bodily Injury and Property Damage Single Limit - \$5,000,000 combined single limit for each incident and \$1,000,000 per person.
- iv. Workers' Compensation – FSH shall comply with all Workers' Compensation requirements in the states in which FSH will provide services to Space Provider under this Agreement.

15. **INDEMNIFICATION.** It is agreed by and between the parties that it is the responsibility of Space Provider to maintain the area around the Telephones and to maintain enclosures if provided by Space Provider. Space Provider specifically agrees to defend and indemnify FSH from any claims that may result from Space Providers failure to properly maintain the area or enclosure except to the extent that such failure is due to the sole negligence or willful acts of FSH's employees or agents. FSH agrees to defend and indemnify Space Provider from any claims that result from FSH 's failure to properly maintain or service Telephones, except to the extent that such claim results from the sole negligence or willful acts of Space Provider's employees or agents.

16. **NOTICES.** Any notices or other communications to be given under this Agreement shall be sent to the following persons:

FOR SPACE PROVIDER:

FOR FSH:



Copy to: FSH Legal Department

Attn: Michael L. Johnson, Esq.

100 W. Monroe Suite 2101

Chicago, Ill. 60603

17. REGULATORY. The parties acknowledge that underlying telecommunications services may be provided by regulated telecommunications providers and, where applicable, provider tariffs, catalogs and price lists may apply.

18. LAWFULNESS OF AGREEMENT. The parties acknowledge that this Agreement is subject to applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders governing the provision of inmate telecommunications services.

19. NONWAIVER. The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.

20. GOVERNING LAW. This Agreement shall be interpreted, construed and enforced in all aspects in accordance with the laws of the State in which the inmate telephone and public telephone service is provided.

21. SUCCESSORS AND ASSIGNS. This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by each party, their successors and assigns. No assignment of any right or interest in this Agreement (whether by contract, operation of law or otherwise) shall release or relieve either party of any of its obligations or liabilities under this Agreement.

22. ASSIGNMENT. Neither party shall assign its rights nor delegate its duties under this Agreement without the prior written consent of the other party; except, either party may assign this Agreement to a parent, subsidiary or affiliated company by providing thirty (30) days written notice to the other party.

23. AMENDMENTS AND MODIFICATIONS. Amendments and modifications to this Agreement, except for additions or deletions of Telephones as described above, must be in writing and signed by an authorized representative of each Party.

24. SEVERABILITY. In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

25. ENTIRE AGREEMENT. This Agreement, including all schedules, amendments and exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements and oral or written representations with respect to the subject matter hereto.

Space Provider:	FSH Communications, LLC
Signature:	Signature:
Name Printed/Typed	Name Printed/Typed
Title	Title
Date	Date
Federal Tax ID Number	



**SCHEDULE A
INMATE TELEPHONE LOCATIONS
FOR**

Telephone Number	Address	City	St	Install Date



**SCHEDULE B
COMMISSION SCHEDULE
FOR**

FSH agrees to pay Space Provider compensation for Inmate Telephone Service based upon () percent of billed local and intraLATA collect call revenue as billed by FSH's underlying telecommunications providers, exclusive of calls where no billing and collection agreements exist. InterLATA intrastate and Interstate calls will be contracted separately.

Commission Checks are to be mailed to the following address:



**SCHEDULE C
TERMINATION LIABILITY
FOR**

TELEPHONE EQUIPMENT INVESTMENT: Termination liability applies to new Telephone installations only. This charge does not apply to installed Telephones that are temporarily removed for purposes of construction, for safety reasons, or due to closure of a facility. In the event of removal of Telephones for reasons other than for the reasons stated above, the termination charge shall be \$318.45 (three hundred and eighteen dollars and forty-five cents) for each new inmate telephone, reduced by \$5.21__ for each month the inmate telephone is in service after the installation date. Termination charges may also apply for the unamortized associated expenses of the ancillary equipment installed on premises that are used to support the functions of the Telephones.

Net Unamortized Capitol:	\$173.69 / Set
Installation Cost:	\$144.76 / Set
Removal Cost:	<u>\$ N/A / Set</u>
	\$318.45 / Set



EQUIPMENT BROCHURES



FSH Public Access Solutions Your Preferred Payphone Provider

Classic Payphone

At the core of our Paid Access strategy is the FSH Classic payphone. The Classic has been a consistent performer over the years, providing quality pay per use phone service to the public on the go. It is the most widely deployed public telephone, and offers touch-tone dialing and a volume control button for noisy or congested areas. Sturdy construction provides years of reliable service.



Advanced Payphone

The Advanced Payphone, or APS phone, is the most technologically advanced public telephone. It is designed to work with coins, magnetic-stripe credit cards, and calling cards. The APS phone is designed to fix itself, or notify the service center when there is a problem, resulting in less downtime. Audio prompts and the illuminated LED display guide callers through any call with ease. In addition, the APS phone has 5 Quick Access Buttons that dial directly to a special service provider.



DataStop®

This fully functional Advanced Payphone has a built-in dataport which allows laptop computers to transfer information, send faxes, or connect to networks easily and conveniently.



Inmate Telephone

In the security conscious environment of a correctional facility, the integrity of inmate telephones should never be an issue. FSH's Inmate Coinless Telephone and support services actually enhance your control. Sturdy construction, fraud detection, call blocking, PIN controls, and call monitoring features prevent inmates from abusing calling privileges.



Enclosures

FSH maintains a wide variety of telephone enclosures from functional yet attractive indoor units, to sturdy and durable outdoor enclosures. Your FSH representative will suggest an enclosure that's perfect for your establishment.



Who To Call

Customer Service toll-free number: 1-800-477-7211
Repair & Maintenance toll-free number: 1-800-234-4041







INMATE TELEPHONE

Secure Privilege

In the security conscious environment of a correctional facility, the integrity of your inmate telephones should never be an issue. FSH's Inmate Coinless Telephone and support services can actually enhance your control. Its tough, all weather, tamper-resistant exterior, armored cord and sturdy polycarbonate handset stand up to abuse. Services like fraud detection, call blocking, PIN controls, and call monitoring features prevent inmates from abusing their calling privileges. Make FSH's Inmate Coinless Telephone your choice for reliable communications that strengthen your authority.

Dimensions

The Inmate Coinless Telephone has physical dimensions of:

Height: 14.25 inches Depth: 6.25 inches
Width: 7.8 inches Weight: 28 1/4 lbs.

The armored handset cord comes in three standard lengths:

14", 20", or 32" polycord internal lanyard

Power & Electrical

The Inmate Coinless Telephone does not require a dedicated AC power source. It is UL approved and FCC registered.

Mounting Options

The Inmate Telephone fits a variety of enclosures, or mounts directly and securely to any wall. A FSH representative will help determine the optimum mounting solution for your facility.

Security

The Inmate Coinless Telephone gives you unprecedented control over security and inmate calling privileges when used in conjunction with Inmate Call Control Systems.

Call Detail Records provide detailed accounts of activity including date and time of call, number reached, and duration. You can also assign PIN numbers, monitor or tape calls, and deactivate phone service at your discretion.

System Design

FSH Inmate phone systems can be programmed to block up to 800,000 specific 11-digit numbers, as well as entire dialing classes (i.e. international dialing, information, toll-free calling, etc.). The system can detect and record three-way calling attempts, resulting in immediate termination of calls. Plus, the system's automated operator cannot be manipulated.

The Inmate Telephone handset is hearing aid compatible, and the phone contains a button to boost volume output.



Maintenance & Upkeep

The Inmate Coinless Telephone is durably constructed of heavy gauge steel, and topped with a graffiti and scratch resistant finish. The sturdy polycarbonate handset, armored handset cord, and polycord lanyard stand up to the wear and tear of busy correctional facilities. FSH will visit regularly to perform maintenance and upkeep.

Who To Call

Customer Service toll-free number: 1-800-477-7211
Repair & Maintenance toll-free number: 1-800-234-4041

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CLASSIC PAYPHONE

Classic Reliability

The Classic Payphone is the most widely deployed public telephone. It offers touch-tone dialing, a volume control button for noisy or congested areas, and an easy-to-follow instruction card. The handset is made of hardened plastic to resist breakage, and is attached to the base with a flexible steel cord. The base is anodized steel and chrome for an attractive look that offers rugged durability. Large FSH branding promotes visibility and the availability of crystal-clear telecommunications through FSH's high quality network. Your patrons will appreciate the quality, and you'll enjoy the positive benefits of being a FSH site provider.

Dimensions

The Classic Payphone mounts in all FSH standard enclosures and has physical dimensions of:
Height: 21.2 inches Depth: 6.25 inches
Width: 7.8 inches Weight: 44 lbs.

Payment Options

The Classic Payphone is designed to work with U.S. coins and dial-in calling cards and credit cards. Calls can also be made using the standard options of toll-free and collect.

System Design

Upgraded with all the latest electronic components, the Classic Payphone is designed for lasting functionality, even in the toughest environments. Advanced features include: electronic dial and switch assembly for longer and more reliable service; electronic coin validator to better handle coins, slugs, dirt and grime; reduced noise handset; and a loud button to adjust handset volume and reduce sidetone noise.

Maintenance & Upkeep

The Classic Payphone is durably constructed with an anodized steel and chrome housing with six locking points on the door. The stainless steel handset cord surpasses industry standards on tension strength to deter vandalism. The Classic Payphone can be cleaned with standard household cleaning agents, and/or alcohol for ink stains. At no time should the phone be spray washed, or power washed with excessive amounts of water. Contact with water will damage the internal components of the phone. FSH will visit regularly to perform maintenance, collection and upkeep.

Who To Call

Customer Service toll-free number:
1-800-477-7211
Repair & Maintenance toll-free number:
1-800-234-4041



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INMATE TELEPHONE

Secure Privilege

In the security conscious environment of a correctional facility, the integrity of your inmate telephones should never be an issue. FSH's Inmate Coinless Telephone and support services can actually enhance your control. Its tough, all weather, tamper-resistant exterior, armored cord and sturdy polycarbonate handset stand up to abuse. Services like fraud detection, call blocking, PIN controls, and call monitoring features prevent inmates from abusing their calling privileges. Make FSH's Inmate Coinless Telephone your choice for reliable communications that strengthen your authority.

Dimensions

The Inmate Coinless Telephone has physical dimensions of:
Height: 21 inches Depth: 4 inches
Width: 7.5 inches Weight: 13 lbs.
The armored handset cord comes in three standard lengths:
14", 20" or 32" polycord internal lanyard

Power & Electrical

The Inmate Coinless Telephone does not require a dedicated AC power source. It is UL approved and FCC registered.

Mounting Options

The Inmate Telephone fits a variety of enclosures, or mounts directly and securely to any wall. A FSH representative will help determine the optimum mounting solution for your facility.

Security

The Inmate Coinless Telephone gives you unprecedented control over security and inmate calling privileges when used in conjunction with Inmate Call Control Systems. Call Detail Records provide detailed accounts of activity including date and time of call, number reached, and duration. You can also assign PIN numbers, monitor or tape calls, and deactivate phone service at your discretion.

System Design

FSH Inmate phone systems can be programmed to block up to 800,000 specific 11-digit numbers, as well as entire dialing classes (i.e. international dialing, information, toll-free calling, etc.). The system can detect and record three-way calling attempts, resulting in immediate termination of calls. Plus, the system's automated operator cannot be manipulated. The Inmate Telephone handset is hearing aid compatible, and the phone contains an optional loud button to boost volume output.



Maintenance & Upkeep

The Inmate Coinless Telephone is durably constructed of heavy gauge steel, and topped with a graffiti and scratch resistant finish. The sturdy polycarbonate handset, armored handset cord, and polycord lanyard stand up to the wear and tear of busy correctional facilities. FSH will visit regularly to perform maintenance and upkeep.

Who To Call

Customer Service toll-free number: 1-800-477-7211
Repair & Maintenance toll-free number: 1-800-234-4041





SUPERPRINT™

Printing Text Telephone



Portable printing TTY with memory

So you'll remember every word.

This easy-to-use, printing TTY is rugged, reliable, and packed with features for you. You'll love the easy-touch keyboard and the 8k memory with 9 message buffers that lets you save and send messages. Superprint includes the **TDD Announcer**, which is a voice that alerts hearing people to your calls. The Superprint 400 also includes auto-answer and remote message retrieval so you can call in and read your TTY messages. Touch tone dialing is also featured in the Superprint 400, making memory dialing efficient and convenient. The batteries are user-replaceable. Superprint — so you'll remember every word.

Features

- 24-character printer
- **TDD Announcer™** (built-in voice)
- 8k memory and 9 message buffers to save and send messages
- Easy-touch, 4-row keyboard
- Bright, 20-character display
- Rechargeable batteries
- Hard cover for travel
- Auto-answer (Superprint 400)
- Remote message retrieval (Superprint 400)
- Tone and pulse dialing (Superprint 400)
- One year warranty
- Options include ASCII code, heavy duty batteries, carrying case, dust cover and extended warranty.

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SUPERPRINT™

Printing Text Telephone

Big features in a printing TTY. That's the **Superprint**. Every **Superprint** comes with a 4-row keyboard for easy typing. The 8k memory with 9 message buffers lets you save and send messages. The **TDD Announcer** is a voice that alerts hearing people to your calls. And the bright, 20-character display, user-replaceable batteries, AC adapter and hard, snap-on carrying case give you all the features you need for convenient TTY use.

The **Superprint 100** comes with a printer port for hook-up to your external printer.

If a rugged, dependable TTY with a built-in printer is your choice, then you'll want the **Superprint 200**.

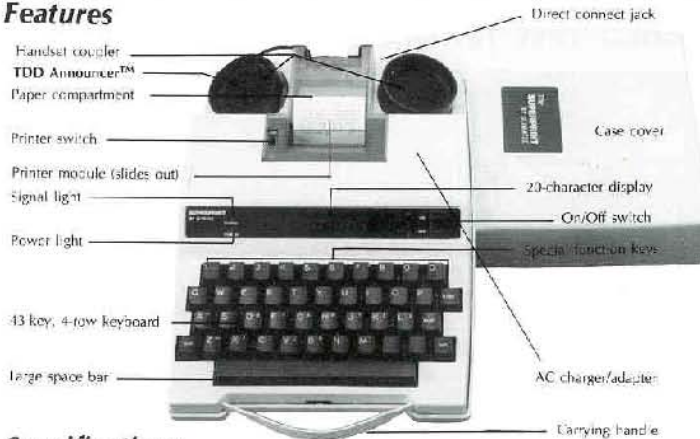
The **Superprint 400** is for you if you want a printing TTY with auto-answer and remote message retrieval. While you're away, the **Superprint 400** answers your phone and takes TTY messages for you. You can also call-in and read your auto-answer messages with remote message retrieval. **Superprint 400** also connects directly to your phone, has keyboard dialing, memory dialing (tone/pulse), and a built-in printer.

With **Superprint** you get the features you want. You can add ASCII code to any unit. **Superprint TTYs** are built to last, year after year, bringing you the best in portable, printing communications.

Superprint is distributed by:

Ultratec
450 Science Drive
Madison, WI 53711
(608) 238-5400 (Voice/TTY)

Features



Specifications

Physical Dimensions

Size: 12.5" x 9" x 2"
(317mm x 228.6mm x 76.2mm)
Weight: 4.25 lbs. (2.2kg) with batteries

Power

NiCad rechargeable batteries (6 size AA)
AC Adapter (charger): 9 VDC, 650 ma
AC Adapter fits inside the case
UL/CSA listed
Optional heavy duty NiCad
rechargeable batteries available

Keyboard

4-row keyboard
43 easy-touch keys
Typewriter-style layout
13 special function keys

Display

Bright, 20 character display
Blue/green vacuum fluorescent
Character height 0.25" (6mm)

Telecommunications

TDD Announcer (voice)
Baudot (TTY standard) code (45.5 baud)
International code (50 baud)
FCC approved
High/Normal Sensitivity Control (E.A.R.S.™)

Memory

8k memory, non-volatile
9 message buffers to save & send messages
Stores up to 26 different phone numbers
Stores TTY conversations
Stores and sends personal auto-answer messages
Reprints/resends messages
Memory edit functions: insert, delete, clear

Printer Module

20-character printer
Inserts into unit, without tools
Printer speed: 0.8 lines per second
20-character printer available
2 1/4" (58mm) wide paper
Prints in upper/lower case
Word wrap/hyphenation

Auto-answer (Superprint 400)

Automatically answers calls with your personal auto-answer message
Changeable answer message
Direct Connect keyboard dialing
Memory dialing (up to 26 different phone numbers - tone and pulse)
Remote message retrieval

Optional ASCII (Computer) Code

Allows communications with computers and ASCII TTYs
ASCII/TTY character set
110 and 300 Baud
Answer/Originate
Full/Half duplex
Automatic code detection on incoming calls

SUPERPRINT options include:





- ASCII code
- Heavy duty batteries
- Carrying case
- Dust cover
- Extended warranty



Inmate Message Form

Sample

	1	2	3	4	5	6	7	8	9	0
	1	2	3	4	5	6	7	8	9	0

	
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Inmate Number

Contact Account Number

Write Message Here:

Signature



Electronic Message Exchange

To:

The purpose of this letter is to advise you that the _____ (Institution Name) has decided to conduct a test to evaluate a new method for written communications called Electronic Message Exchange at this facility. The purpose of this effort is to provide fast, reliable and cost effective written communications between you and me. I have decided to participate in this evaluation and I want you to register as a participant with me. During this evaluation period we will be able to communicate in writing at no cost to either of us.

To register as a participant, please do the following:

- You will need computer access to the internet.
- You can do this from home (if available), or work, or school, or at a friends/relatives, at the public library or at Church.
- You will need to open the internet and in the address bar type in the following: <http://www.inmatemail.com>
- Click on the sign up button and follow the instructions to create an account and choose me as a contact.
- In the contact fields type in the following info about me: (be sure all info is accurate).
 - Contact Name _____
 - Contact ID _____
 - Contact Institution _____
 - Contact Living Unit _____
- You will be asked for payment information but you will not be charged for this test/evaluation period.

After this evaluation period of approximately 1 month from _____ to _____ the Institution will make a decision as to the continuation of Electronic Messaging or not. If the program is continued, we can decide if we want to continue as participants or not. If we choose to continue, you will pay a nominal monthly fee which covers both you and me. I will not be charged a monthly fee. After I notify you that the program is continuing, you can find payment instructions from the Inmatemail.com website.

Please register as a participant as soon as possible.

Signed _____