

10.0 PERFORMANCE SPECIFICATIONS:

- 10.1 Exterior of equipment as well as interior and exterior of enclosures will be cleaned at the time of each service or money collection.
- 10.2 Concessionaire will restore service failures within 24 hours of notification by Maricopa County or the next full business day, or, if necessary, provide replacement telephones within 48 hours of notification by Maricopa County, or the next full business day, to concessionaire.
- 10.3 Installation, removal or relocation of any telephone vending machine must be approved in writing by Maricopa County.
- 10.4 A Statement of Work (SOW) must be prepared by the concessionaire for initial implementation and all changes to telephone services required on the installation.
- 10.5 All changes in present or future telephone services must be coordinated with the installation Business Manager to ensure that there will not be a negative impact to the installation and that associated cable requirements will not adversely affect the official telephone system. This will be done by Maricopa County using the SOW completed by the concessionaire.
- 10.6 All operational maintenance will be coordinated with the Institution but be provided by the concessionaire.

11.0 EQUIPMENT REQUIREMENTS:

11.1 Coinless Telephones installed by a regulated telephone company awarded a contract must be solely of the following type, in order of priority, if technically permitted by electronic equipment.

- 11.1.1 Dial tone first, touch tone. If not possible, then "11.2.2".

N/A → 11.1.2 Dial tone first, rotary dial.

11.2 Approximately 95% of all phone units installed will be surface mounted phones. Approximately 95% of panel (flush) mounted phones will be brushed stainless finish, or colored, as agreed to between the concessionaire and the contracting officer.

How many each?

11.3 Telephone units with amplifier handsets are estimated at less than 2% of all units installed or planned, or the amount required by the state public utility commission, whichever is greater.

11.4 The contracting officer will give the firm(s) awarded a contract a list of current equipment locations. Maricopa County may require changes in locations of equipment during the contract performance period and may delete or add equipment. All changes to phone service are subject to the procedures in the Performance Specifications. New installations, including site operations which are identified after award of contract will be added at Maricopa County option, at the same fees, to the contract for the closest installation subject to the same regulatory jurisdiction as the installation(s) in this contract.

*Open to any manufacturer?
no request.*

12.0 PRICE SCHEDULE:

12.1 PUBLIC PAY TELEPHONE CONCESSION:

Prices for public pay telephone service are established below for intra LATA and inter LATA sent-paid and non-sent-paid calls.

<u>Telephone</u>	<u>Location</u>	<u>Tariff Rates</u>
Local calls, Intra LATA and non-sent-paid	For the Institutions listed in paragraph 11.0, Equipment Requirements	Not to exceed current state tariff rates applicable to LECs or the rate charged by the LEC, whichever is less, within affected areas for charge-call telephones.
Emergency, repair and other free calls offered by the LEC in and around the installations or as required under state regulation.	For the Institutions listed in paragraph 11.0, Equipment Requirements	No charge.
Toll calls, Intra LATA, and non-sent-paid	For the Institutions listed in paragraph 11.0, Equipment Requirements	Not to exceed current state tariff rates applicable to LECs or the rate charged by the LEC, whichever is less, within affected areas for charge-call telephones.
Long Distance, Inter LATA and non-sent-paid	For the Institutions listed in paragraph 11.0, Equipment Requirements	Not to exceed federal tariff rates applicable to AT&T for charge-call (coinless) telephones. For sent-paid calls, the total amount of the call can be rounded to the nearest nickel increment. For non-sent paid calls, the total amount of the call can be rounded to the nearest nickel increment or + or - nickel can be added to the price.

13.0 FEE SCHEDULE:

13.1 FEE PROPOSAL:

The components of charge-call (coinless) telephone service outlined in Equipment Specifications/Scope of Service and described in this solicitation may have varying sales and income generating capabilities for different offerors. This is provided for on the attached fee schedule form for the Institutions listed in Equipment Requirements on the attached form, you must enter your most competitive fees, as explained below, for the contract periods listed, whichever is most advantageous to you, for charge-call (coinless) services. You may make a proposal for individual Institutions by completing the same attached proposal form, using one form for each Institution. You may reproduce copies as needed. The fees for charge-call (coinless) service will be based on the total combined monthly sales for all locations in this contract during the contract period specified.

needs clarification

13.1.1 Percent (%) of Sales To Be Reported: The single percentage of sales to be reported must be entered for non-sent-paid service for charge-call (coinless) telephones. If the sales for any type of service are not to be reported, enter "NONE".

13.1.2 Single Fee Percentage (%): The single fee percentage for the percentage of sales to be reported must be entered for charge-call telephones. If a single fee percentage for service is not to be entered, enter "NONE".

13.2 CONTRACTING OFFICER COMPLETE UPON AWARD:

Fee Payment Page of the Special Terms and Conditions and the offeror's proposal, fee settlement will be made as follows:

13.2.1 Contractor will pay total fee due on the 15th of each month for the preceding month's sales.

13.2.2 Contractor will deposit \$5,000.00 for the period of the contract and pay the total fee due on the 15th of each month for the preceding month's sales. The deposit amount due concessionaire will be refunded upon expiration/termination of the contract.

13.3 FEE PAYMENT:

13.3.1 Settlement reports (in duplicate) and fee payment must arrive on the date specified in Paragraph 13.2.1, Fee Payment at the address listed below:

Maricopa County Sheriff's Office
102 West Madison
Phoenix, AZ 85003

13.0 FEE SCHEDULE: - continued

13.3 FEE PAYMENT: - continued

13.3.2 Settlement Reports must contain the following minimum data:

- 13.3.2.1 Gross charge call sales by Maricopa County Institution for the month
- 13.3.2.2 Fee percentage(s) for charge-call sales
- 13.3.2.3 Amount of fee payment for charge-call sales
- 13.3.2.4 Concessionaire's name and address
- 13.3.2.5 Concessionaire's contact person
- 13.3.2.6 Contract number

13.3.3 In addition to the requirements of 13.3.1 and 13.3.2 above, concessionaire must report sales for each telephone unit according to Telephone Sales Reporting Specifications.

13.4 OFFEROR MUST FURNISH WITH ANY PROPOSAL:

- 13.4.1 Details of their internal means to report the percent of sales indicated and a complete description of the components of the sales.
- 13.4.2 Detailed specification sheets for each type of telephone machine and support equipment (e.g., enclosures) the offeror plans to use for the performance of this service.
- 13.4.3 Details of their internal controls to include cash collections and accounting procedures covering clear, accurate and accessible audit trails.
- 13.4.4 Details of the mechanisms to be used for safeguarding against fraudulent usage of the pay telephone service.
- 13.4.5 Details of the mechanism they will use for answers supervision and accounting procedures to test its accuracy.
- 13.4.6 Details of the mechanism they will use for costing of Intra-LATA and inter-LATA calls to include the process required to change the tariff rates when needed.
- 13.4.7 A detailed description of the field service organization or arrangement that will provide restoration of service faults within 24 hours of notification.
- 13.4.8 A detailed pricing structure including percentages paid to Maricopa County. A detailed explanation of all expenses related to this service that shall be paid solely by the Contractor.

*220, 220-1000
Framework*

13.0 FEE SCHEDULE: - continued

13.4 OFFEROR MUST FURNISH WITH ANY PROPOSAL: - continued

- 13.4.8 Detailed description of all the main steps involved in-completion of collect, and third party billed calls, identifying the other companies (BOCs, IXCs, AOs, etc.) that will be involved.
- 13.4.9 Detailed description of the steps involved in billing of collect, and third party billed calls, identifying all other companies (BOCs, IXCs, AOs, etc.) that will be involved.
- 13.4.10 Letters of commitment from the companies you indicate in your response to 13.4.8 and 13.4.9 above, confirming that agreements have been negotiated (or can be) if you are awarded a contract.
- 13.4.11 If you intend to subcontract to service companies to provide installation and/or maintenance, furnish letters of commitment from the companies stating that agreements have been (or can be) negotiated if you're awarded a contract.
- 13.4.12 A projected operating statement using estimated sales shown in this solicitation. The statement will be prepared using the enclosed format.
- 13.4.13 Details of the advertising program outlined in Exhibit format, if applicable.

(NOTE: The data submitted will be used by the contracting officer in his evaluation of concessionaire responsibility.)

13.5 MONTHLY REPORT:

The concessionaire will provide a monthly report to the contracting officer detailing all equipment failures at Maricopa County installations for the previous month. The information provided must include: Installation name; date and time when fault was reported; brief description of trouble; brief description of corrective action taken; date and time equipment was restored to satisfactory operating condition.

13.6 EXPANDED SERVICES:

Maricopa County reserves the right to expand the requested services, to any and all institutions in the County, at the same rate(s) as per this original proposal.

JM/lh
cc: Various

(Bidders are requested to use attached forms to submit their bids)

14.0 TELEPHONE SALES REPORTING SPECIFICATIONS:

14.1 Concessionaire will report sales monthly by telephone and location, in building number sequence, to the Business Manager responsible for the Institution(s) where service is provided.

14.2 Monthly telephone sales will be submitted by the concessionaire utilizing a "Monthly Sales Report, Vending," format as shown below.

Monthly Sales Report - Vending
 Institution: _____
 Page No. _____

Period Ending _____
 Acct. _____

<u>DP Number</u>	<u>Building Number</u>	<u>Telephone ID Number</u>	<u>Product Code</u>	<u>Monthly Sales</u>	<u>Pull/ Delete</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

PAGE TOTAL SALES _____

14.3 Report telephone sales for telephone added, relocated from one building to another, or building number changes for the current reporting month in the following format:

Monthly Sales Report - Vending
 Institution: _____
 Page No. _____

Period Ending _____
 Acct. _____

<u>DP Number</u>	<u>Building Number</u>	<u>Telephone ID Number</u>	<u>Product Code</u>	<u>Monthly Sales</u>	<u>Pull/ Delete</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

PAGE TOTAL SALES _____

15.0 AGREEMENT

The bidders hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the Bidder's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

MINORITY BUSINESS/SMALL BUSINESS (check appropriate item):

- Disadvantaged Business Enterprise (DBE)
- Women Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)

FIRM SUBMITTING BID

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

CITY STATE ZIP CODE

DATE

MARICOPA COUNTY, ARIZONA

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MARICOPA COUNTY ATTORNEY

DATE

16.0

MBE/WBE SUBCONTRACTOR LISTING

The following certified MBE/WBE subcontractors are submitted. MBE/WBE subcontractors who will perform services or provide supplies must be listed with specificity as to dollar amounts for each MBE/WBE firm.

1. MBE/WBE Firm to be used:

Name

Brief Description of MBE/WBE Participation:

Address

Telephone Number

Dollar Amount of
MBE/WBE Participation: _____

2. MBE/WBE Firm to be used:

Name

Brief Description of MBE/WBE Participation:

Address

Telephone Number

Dollar Amount of
MBE/WBE Participation: _____

Total Dollar Amount of MBE/WBE Subcontract Bid \$ _____

Total Dollar Amount of Bid \$ _____

Proposed Percentage Involvement of MBE/WBE _____ %

Name of Prime Bidder

Prime Bidder's Authorized Signature

Person to Contract

Contact Person's Address

Contract Person's Telephone Number

17.0

VENDOR REFERENCES

- 1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: () _____
SERVICE PROVIDED: _____

- 2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: () _____
SERVICE PROVIDED: _____

- 3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: () _____
SERVICE PROVIDED: _____

- 4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: () _____
SERVICE PROVIDED: _____

- 5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: () _____
SERVICE PROVIDED: _____

November 15, 1990
Phoenix, Arizona

TRANSMITTAL LETTER
BID RFP INMATE TELEPHONE
SERIAL 90252-RFP

Mr. J.J. Warnas
Director Materials Management
320 W. Lincoln Street
Phoenix, AZ 85003

Dear Mr. Warnas:

Thank you for the opportunity to bid on the Inmate Telephone for Maricopa County.

On behalf of U S West Communications (USWC), I look forward to working closely with you to provide Maricopa County with the very best Inmate Telephone service available. I will be representing USWC during this RFP process and will be available to clarify any questions the County may have concerning USWC's proposal. My address and important phone numbers are as follows:

William R. Brady
2424 W. Camelback Road
Phoenix, AZ 85015

Work Phone: (602)249-5155
Work Fax #: (602)249-5168
Pager #: (602)259-1467

USWC hereby accepts the general requirements of the RFP as described and acknowledges receipt of all amendments to this RFP. U S West is not in the inter-lata business and all responses to this RFP are for the local and intra-lata toll only.

Sincerely,



William R. Brady
Account Executive
U S West Communications

- ✓ 1. U.S. West Communications N/R
- ✓ 2. STI Communications N/R
- ✓ 3. Communications World of Arizona N/R
- ✓ 4. Tel Trans N/R
- ✓ 5. Copper State N/R
- ✓ 6. National Branch, Inc. N/R
- ✓ 7. National Brands, Inc. N/R
- ✓ 8. NORSTAN COMMUNICATIONS N/R
- ✓ 9. STI COMMUNICATIONS N/R
- ✓ 10. <ADVANCED TECHNOLOGIES> Steve Mann N/R
- ✓ 11. COMMUNICATIONS WORLD OF PHOENIX N/R
- ✓ 12. EQUAL ACCESS CORPORATION Steve Edwards N/R
- ✓ 13. TELE-MATIC CORP (BOX) N/R
- ✓ 14. JOHNSTON PAYPHONE SYSTEMS N/R
- ✓ 15. NORTH AMERICAN INTERCOM N/R
- ✓ 16. U.S. WEST
- ✓ 17. SILVERADO COMM CORP George Livingston
- ✓ 18. Peoples Telephone Co. N/R
- ✓ 19. AT&T
- ✓ 20. COM SYSTEMS Ron Evans
- ✓ 21. CORRECTIONAL NETWORK

TABLE OF CONTENTS

1.0	INTRODUCTION
2.0	TERMS AND CONDITIONS
3.0	ADMINISTRATIVE INFORMATION
4.0	PROPOSAL
5.0	PROPOSAL EVALUATION
6.0	GENERAL SPECIFICATIONS
7.0	SPECIAL TERMS AND CONDITIONS
8.0	DEFINITIONS
9.0	EQUIPMENT SPECIFICATIONS/SCOPE OF SERVICE
10.0	PERFORMANCE SPECIFICATIONS
11.0	EQUIPMENT REQUIREMENTS
12.0	PRICE SCHEDULE
13.0	FEE SCHEDULE
14.0	TELEPHONE SALES REPORTING SPECIFICATIONS
15.0	AGREEMENT
16.0	MBE/WBE SUBCONTRACTOR LISTING
17.0	VENDOR REFERENCES
18.0	ADDITIONAL TERMS AND CONDITIONS
	ATTACHMENTS

MARICOPA COUNTY
REQUEST FOR PROPOSAL
SERIAL 90252-RFP

REGISTRATION SHEET

Proposer certifies that he has read, understands, and will fully and faithfully comply with this request for proposal, its attachments and any referenced documents.

NAME OF RESPONDENT COMPANY: U S WEST Communications

COMPANY'S LEGAL NAME
IF DIFFERENT THAN ABOVE: Mountain States Telephone & Telegraph Co.

ADDRESS: 2424 W. Camelback Road
Phoenix, AZ 85015

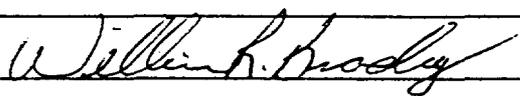
TELEPHONE NUMBER: (602) 249-5155

CONTACT PERSON: William R. Brady

TITLE: Account Executive

CONTACT PERSON'S TELEPHONE
NUMBER IF DIFFERENT THAN ABOVE: _____

PARENT COMPANY (IF ANY): _____

AUTHORIZED SIGNATURE: 

PRINTED NAME: William R. Brady

TITLE: Account Executive

DATE: November 16, 1990

1.0 INTRODUCTION

1.1 U S West understands and will comply.

1.2 U S West understands and will comply.

1.3 U S West understands and will comply.

1.4 EXCEPTION Contractor is willing to accept termination for convenience of the County if County agrees to the Contractor's termination liability provisions below:

TERMINATION LIABILITY. If inmate telephones are removed by County, or this Agreement is terminated for any reasons other than those excused reasons set forth herein, County shall be liable to Contractor for a termination charge as set forth in Schedule B, attached hereto and incorporated herein by this reference.

1.5 U S West understands and will comply.

1.6 U S West understands and will comply.

2.0 TERMS AND CONDITIONS

2.1 U S West understands and will comply.

2.2 U S West understands and will comply.

2.3 U S West understands and will comply.

2.3.1 U S West understands and will comply.

2.3.2 U S West understands and will comply.

2.4 U S West understands and will comply.

2.5 EXCEPTION Delete in it's entirety.

2.6 U S West understands and will comply.

2.7 U S West understands and will comply.

2.8 U S West understands and will comply.

2.9 U S West understands and will comply.

2.10 U S West understands and will comply.

2.11 U S West understands and will comply.

2.12 EXCEPTION This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders (including the Modification of Final judgement), and governmental agency orders. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, this Agreement, or the unlawful provision, shall terminate. If a provision of this Agreement is so terminated but the parties legally, commercially, and

practicably can continue this Agreement without the unlawful provision, the remainder of this Agreement shall continue in effect.

2.13 U S West understands and will comply.

2.14 U S West understands and will comply.

2.15 U S West understands and will comply.

2.16 U S West understands and will comply.

2.17 U S West understands and will comply.

2.18 U S West understands and will comply.

2.19 Attachment #1

2.20 Clarification:
USWC needs a copy of the referenced Maricopa County Procurement Code to review Article 9, MC1-905, MC1-906 for dispute procedures.

2.21 U S West understands and will comply.

2.22 The parties agree that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the written consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

2.23

USWC agrees to:

1. Install inmate telephones, associated equipment, wiring, hardware, and enclosures at locations mutually agreed upon by both parties.
2. Jointly determine with County the appropriate number and type of inmate telephones and enclosures to be installed at each location.
3. Service and repair inmate telephones and associated equipment provided by USWC, at USWC's expense, except as otherwise agreed upon herein.

USWC will be responsible for any damages whatsoever to County Property as applicable when such property is the responsibility or in the custody of USWC, its employees or subcontractors.

USWC agrees that all subcontractors performing work under this Agreement shall comply with its provisions and it is expressly understood that all persons employed by USWC, either directly or indirectly, shall not be considered employees of Maricopa County.

2.24

U S West understands and will comply.

2.25

U S West understands and will comply.

2.26

U S West understands and will comply.

3.0

ADMINISTRATIVE INFORMATION

3.6

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Proposal. Upon award of contract, any changes or modifications to specifications shall be mutually agreed to by the parties.

4.0

PROPOSAL

4.2.3

U S West will answer all numbered items that require a response. U S West has been your vendor for the inmate telephones since its inception in 1979. We value Maricopa County's business and understand the needs of the inmates along with the needs of the Sheriff's Department. We look forward to doing business with the Maricopa County Sheriff's Department in the 1990's and beyond.

U S West will provide all inmate services including ancillary equipment to Maricopa County Sheriff's Department at no cost to the county.

4.2.4

U S West is presently serving the needs of Maricopa County Jail System with 274 inmate charge-a-call phones. These phones are presently equipped with cut-off switches that are located at the guard stations.

We feel at this time we have the correct number of phones to meet the needs of the prison population.

All of the phones are on a line class of DBV. This is outgoing calls only, restricted to collect calls only. This system has been in place approximately ten (10) years and has proven to be the most fraud-proof service we can offer to penal institutions.

The Maricopa County Jail System is a growing market and we at U S West have met the needs of your business with our highly trained sales, technical and support people. We hope this proposal will meet the needs of Maricopa County in the 90's and beyond.

U S West will pay Maricopa County Jails 22% of the gross originated revenues on NSP local calls and NSP intra-lata toll calls.

4.2.5

Attachment #4

4.2.6

Other specifics available on request.

4.2.7

U S West agrees to pay Maricopa County 22% of the gross originated local and intra-lata revenue. All calls originated from a Maricopa County inmate phone are recorded on billing tapes. These tapes are read on the same billing date each month. 22% of that revenue will be sent in the form of a check, along with the appropriate back-up information to you.

⋮
⋮
⋮

4.0

INSTRUCTIONS FOR PREPARING PROPOSALS:

4.2.8

See Attachment #2.

5.0

PROPOSAL EVALUATION

U S West understands and will comply.

5.2.9

U S West provides only local and intraLATA service.

6.0

GENERAL SPECIFICATIONS

6.1

U S West understands and will comply.

6.1.1

U S West understands and will comply.

6.1.2

U S West will provide this information on local and intraLATA calls upon request from Maricopa County.

6.1.3

U S West understands and will comply.

7.0 SPECIAL TERMS AND CONDITIONS

- 7.1 U S West understands and will comply.
- 7.1.1 Not applicable.
- 7.1.1.1 All changes are determined by the Corporation Commission through the rate hearing process.
- 7.1.1.2 Not applicable.
- 7.1.2 U S West understands and will comply.
- 7.2.1 Each inmate telephone and enclosure, if installed, shall be cleaned and wiped each time it is serviced, if needed.
- 7.2.2 Maintain a register of all equipment breakdowns, including telephone number, location, time breakdown discovered or reported, nature of failure, and time and date of repair.
- 7.3 Any act of vandalism or inmate telephone break-ins discovered by USWC shall be reported immediately to the Institution Security Personnel. USWC will be totally responsible for any losses due to acts of vandalism or other loss.
- 7.4.1 Maricopa County shall have the right of access and inspection of inmate telephones and right of access and inspection of gross receipts in such inmate telephones, on an unannounced basis, for the purpose of sales verification. Such access and inspection shall be made in the presence of USWC's representative.
- 7.4.2 U S West understands and will comply.
- 7.4.3 U S West understands and will comply.
- 7.4.4 U S West understands and will comply.