

- 7.5 U S West understands and will comply.
- 7.6 U S West understands and will comply.
- 7.7 U S West will send a back-up report along with the commission check on a monthly basis by individual telephone number. This revenue is LEC monies only. Your long distance company will report inter-lata revenue.
- 7.8 U S West understands and will comply.

8.0

DEFINITIONS

8.0

U S West understands.

9.0 EQUIPMENT SPECIFICATIONS/SCOPE OF SERVICE

- 9.1.1 U S West understands and will comply.
- 9.1.1.1. U S West will provide this service.
- 9.1.1.1. Not applicable. The long distance carrier of your choice will provide this service.
- 9.2.1 U S West understands and will comply.
- 9.2.2 U S West phones operate on central office battery power. Electrical hook-ups are unnecessary.
- 9.2.3 U S West understands and will comply.
- 9.2.4 For upgrading and providing new equipment as new service technology is introduced in the area surrounding the installation, the criteria established is the equipment provided by the LEC for local and intra-LATA inmate telephone service and access to the interexchange carrier selected by Maricopa County.
- 9.2.5 U S West understands and will comply.
- 9.2.6 Providing the same, if not better, level of service currently provided by the LEC(s) for local and intra-LATA inmate telephone service and access to the interexchange carrier selected by Maricopa County.
- 9.2.7 U S West understands and will comply.
- 9.2.9 U S West understands and will comply. We will continue to offer live operators, fluent in both Spanish and English, a service which has proven over the life of this contract to provide Maricopa County with the maximum combination of both fraud protection and service available today. While U S West does not currently provide simulated (automated) operator services, when that technology improves to meet or exceed the standards of our present live operator

(Union Problem)

system, we will actively investigate its use. Current simulated (automated) operator services cannot come close to providing the fraud protection, answer supervision, and consistent excellent service that U S West live operators have been offering for decades.

- 9.2.10 U S West will provide Maricopa County with Call Detail Records (CDR) listing originating number called, time of day, length of call, etc. Numbers called excessively will be easily identifiable. See Attachment #6.
- 9.2.11 U S West's "0+", collect only service, denies access to the types of numbers mentioned in this section. Specific numbers (witnesses, judges, jurors, etc.) can also be blocked, where appropriate and applicable. See Attachment #6.
- 9.2.12 U S West understands and will comply by installing cutoff switches on all inmate the phones.
- 9.2.13 U S West understands and will comply to the extent the timing is used with intraLata communications. The interLata portion of calls will be answered by your long distance carrier. If call timing is in violation of state regulatory rules for local calls U S West will comply by the rules of the Corporation Commission. See Attachment #6.
- 9.2.14 The class of service "DBV" U S West uses does allow incoming calls.
- 9.3 U S West understands and will comply.
- 9.4 U S West understands and will comply.
 - 9.4.1 U S West understands and will comply. U S West answer supervision is 99.05% accurate.
 - 9.4.2 U S West understands and will comply.
 - 9.4.3 U S West charge-a-call phones are exempt.

- 9.4.4 U S West understands and will comply.
- 9.4.5.1 All U S West charge-a-call phones are touch tone.
- 9.4.5.2 All U S West charge-a-call are collect calls only.
- 9.5 Support equipment.
- 9.5.1.1 U S West understands and will comply.
- 9.5.1.2 U S West understands and will comply.
- 9.5.1.3 U S West understands and will comply.
- 9.5.1.4 U S West understands and will comply.
- 9.5.1.5 U S West understands and will comply.
- 9.5.1.6. U S West understands and will comply.
- 9.6 U S West understands and will comply.

10.0 PERFORMANCE SPECIFICATIONS

10.1 U S West understands and will comply.

10.2 U S West understands and will comply.

10.3 U S West understands and will comply.

10.4 U S West understands and will comply.

10.5 U S West understands and will comply.

10.6 U S West understands and will comply.

11.0 EQUIPMENT REQUIREMENTS

11.1 U S West understands and will comply.

11.1.1 U S West understands and will comply.

11.2 U S West understands and will comply.

11.3 U S West understands and will comply.

12.0 PRICE SCHEDULE

12.1 U S West understands and will comply.
Attachment #2

13.1

FEE PROPOSAL

Attachment #3

13.2 CONTRACTING OFFICER COMPLETE UPON AWARD

13.2.1 EXCEPTION U S West will pay total fee due 45 days after the billing date of the lead telephone number.

13.2.2 EXCEPTION U S West will post a security bond for \$5,000 for the period of the contract.

13.3.1 EXCEPTION U S West will provide a settlement report to Maricopa County and will keep a duplicate report for it's own records.

13.3.2 U S West will provide, on request, all information for any month on revenue and commission paid.

13.3.3 U S West understands and will comply.

13.4 OFFEROR MUST FURNISH WITH ANY PROPOSAL.

13.4.1 All telephone numbers are grouped into one key account with one telephone number designated as the lead number. The billing date on that lead number becomes the day that all revenue is calculated on for a given month.

Billing tapes are sent to accounting for the issuing of commission checks to the County and for billing to the customers.

A report called the VC00013 is generated showing the amount of commission paid on each telephone. A copy of this report is sent to the County, with the check arriving about a week later.

All this information is loaded into a computer program called Margold and can be accessed by your local Account Executive.

U S West will provide reports for local and intraLATA calls.

13.4.2 U S West uses the 10A Dreyfuss set for inmate service. This is a "dumb" set, with all the intelligence being in the central office. Support equipment for timing will be supplied by Magnasync

equipment for timing will be supplied by Magnasync Company. This equipment is now being used throughout U S West for E-911 service. U S West will purchase and maintain this equipment, at no cost to Maricopa County, through the duration of the contract. See Attachment #6.

13.4.3

All revenues from telephones are downloaded from billing tapes and stored into computer programs. This information is available for the past three years. U S West will be able to access any month back to 1987 for audit purpose.

Your monthly statement is the VC00013 Report and a 1099 is sent every year. Any information needed, including copies of cashed checks, is available upon request.

13.4.4

U S West inmate telephone service features outgoing only, collect only, only local and intra-lata service. Our system features "live" operators who are often able to detect, prevent and/or identify potential fraud problems before they become serious. Regardless, U S West accepts full responsibility for the collection and/or investigation of fraudulent telephone calls. Maricopa County will be paid on originated calls, not collected calls.

13.4.5

All of the inmate phones are programed through a ESS central office. U S West technology is the standard for answer supervision with less than .005 percent of all calls incorrectly billed.

13.4.6

U S West is a regulated utility in the State of Arizona. All tariff changes must go through the rate hearing process filed with the Corporation Commission.

13.4.7

Attachment #4

13.4.8

(page 28)

Attachment #3

U S West is responsible for all costs incurred in the installation and maintenance of inmate service, including, but not limited to the telephone set, wire, conduit, and maintenance costs.

13.4.8
(page 29)

U S West charge-a-call phones from a jail "inmate service" only uses the collect call method of placing a call.

A light comes on from the operator position indicating the call coming in is from an inmate phone. The operator then intercepts that call to ask the caller if they will accept the charges from the person calling. The U S West operator can tell if the number being called is a payphone. If that is the case, the call will not be completed. Not all companies can do this, and fraud calls to pay phones is very high.

Billing tapes for inter-lata calls are sent to the long distance carrier. U S West does the billing for several long distance carriers.

13.4.9 At the end of a billing period, billing tapes are sent to accounting for monthly bills.

13.4.10 U S West does it's own billing.

13.4.11 U S West will not subcontract any of the work.

13.4.12 EXCEPTION U S West will furnish Maricopa County Sheriff's Department with a copy of its implementation sheet, Attachment #5. This contains all the information that is asked for in 14.0 without creating a new form for U S West to fill out.

13.5 At the request of Maricopa County, U S West will provide the trouble reports and their dispositions. This information is also stored in the maintenance computer for the last three (3) months.

13.6 U S West will include all public telephones in this offer under the same terms as the inmate service.

14.0

TELEPHONE SALES REPORTING SPECIFICATIONS

14.0

U S West understands and will comply with local
and intra-lata only.

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)

U S WEST Communications
FIRM SUBMITTING BID

84-0273800
FEDERAL TAX ID NUMBER

William R. Brady - Account Executive
PRINTED NAME AND TITLE

[Signature]
AUTHORIZED SIGNATURE

2424 W. Camelback Road
ADDRESS

(602)249-5155
TELEPHONE

Phoenix AZ 85015
CITY STATE ZIP CODE

November 16, 1990
DATE

MARICOPA COUNTY, ARIZONA

BY:
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM

MARICOPA COUNTY ATTORNEY

DATE



16.0

MBE/WBE SUBCONTRACTOR LISTING

U S West will not be subcontracting any of it's work.

⋮

17.0

VENDOR REFERENCES

See Attachment #1.

ADDITIONAL TERMS AND CONDITIONSRESPONSIBILITY OF COUNTY:

County agrees to:

1. Allow USWC access to perform maintenance during the established hours of accessibility jointly agreed to by County and USWC, except when accessibility must be denied to ensure the safety of USWC service personnel and/or to maintain institutional control.
2. Exercise reasonable care to prevent the loss through theft and any damage to the inmate telephones from any source.
3. County may, at its option, purchase and provide enclosure(s) at their own expense for inmate telephone(s). In the event County elects to provide enclosure(s), County shall be responsible for installation and maintenance of said enclosure(s).

OWNERSHIP:

USWC is and shall remain the owner of the inmate telephones, associated equipment, wiring, hardware, and enclosures provided by USWC whether or not physically attached to real estate.

INMATE TELEPHONE LOCATIONS:

All locations known at the time of execution of this Agreement are specifically set forth in Section 1.1, attached hereto and incorporated herein by this reference. Upon mutual agreement of the parties, locations may be added at any time as need or desire may dictate by amending this Agreement. Any additions, regardless of date, during the term of this Agreement shall automatically expire on the same date as the expiration or termination date of this Agreement.

REMOVAL OF INMATE TELEPHONES:

USWC retains the right to remove any or all inmate telephones in the event that it is not financially feasible, at USWC's sole discretion, to continue

providing inmate telephones at County's premises upon thirty (30) days written notice to County. If USWC removes inmate telephones under this paragraph, County shall be entitled to receive any commissions earned before the USWC removal and the parties shall be relieved of all future obligations under this Agreement.

LIMITATION OF LIABILITY:

The obligation of USWC in the event of a service interruption, not a result of County's actions to shutdown inmate telephones and limit inmate access to inmate telephones, 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.

NOTICES:

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

COUNTY

Maricopa County Jails
ATTN: _____

USWC

U S West Communications
ATTN: William R. Brady
2424 W. Camelback Road
Phoenix, AZ 85015

Either party may change its address for communications by giving notice in writing.

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.

MERGER:

County acknowledges that The Mountain States Telephone and Telegraph Company named in the introductory paragraph of this Agreement may merge with Northwestern Bell Telephone Company and Pacific Northwest Bell Telephone Company into one corporate entity, and County consents to such merger and to the associated change in legal entity and name. The resulting entity will automatically become "USWC" under this Agreement without further action by either party. The merger will have no affect on the terms and conditions of this Agreement or the duties and obligations of the parties.

TERMINATION LIABILITY:

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

SCHEDULE B

TERMINATION LIABILITY

The termination charge shall be \$250.00 for each new telephone installed after the effective date of this Agreement and reduced by 1/12th for each month the inmate telephone and/or public telephone is in service after the installation date.

INVESTMENT:

Net Unamortized Capital	\$250.00
Installation Cost	\$ N/A
Removal Cost	\$ N/A
TOTAL TERMINATION LIABILITY	\$250.00

If one or more inmate telephones and/or public telephones are removed by Space Provider other than for those excused reasons provided herein, leaving one or more inmate telephone and/or public telephones in place, USWC may change Space Provider's commission from N/A to N/A.

ATTACHMENT #1

17.0

VENDOR REFERENCES

1. COMPANY NAME: IOWA STATE PENITENTIARY
 ADDRESS: FORT MADISON, IOWA 52627
 CONTACT PERSON: MR. DAVID NICKELL
 TELEPHONE: (319) 372-5432
 SERVICE PROVIDED: INMATE TELEPHONE SERVICE
2. COMPANY NAME: PIMA COUNTY JAIL
 ADDRESS: 1270 W. SILVERLAKE ROAD TUCSON, AZ 85713
 CONTACT PERSON: MILLIE ELLIS
 TELEPHONE: (602) 740-3058
 SERVICE PROVIDED: INMATE TELEPHONE SERVICE
3. COMPANY NAME: KING COUNTY JAIL
 ADDRESS: 500 5th AVENUE SEATTLE, WA 98104
 CONTACT PERSON: MR. RAY COLEMAN
 TELEPHONE: (206) 296-1269
 SERVICE PROVIDED: INMATE TELEPHONE SERVICE
4. COMPANY NAME: OREGON STATE DEPARTMENT OF CORRECTIONS
 ADDRESS: 2575 CENTER NE SALES, OR 97310
 CONTACT PERSON: MR. STAN NEPERUD
 TELEPHONE: (503) 378-7862
 SERVICE PROVIDED: INMATE TELEPHONE SERVICE
5. COMPANY NAME: STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS
 ADDRESS: PO BOX 9699 FN-61 OLYMPIA, WA 98504
 CONTACT PERSON: MS. SHARON SHUE
 TELEPHONE: (206) 753-6339
 SERVICE PROVIDED: INMATE TELEPHONE SERVICE

ATTACHMENT #2

EFFECTIVE: FEB 24 1986

AS. EXCHANGE SERVICES

5.5 PUBLIC COMMUNICATION SERVICE - COIN AND COINLESS

5.5.1 PUBLIC TELEPHONE SERVICE

A. DESCRIPTION

A public telephone is an exchange telephone with an associated coin-collecting device installed at the Company's initiative or option. The Company chooses or accepts the location as suitable or necessary for furnishing service to the general public. Booths, including the necessary power wiring, will be furnished by the Company (see AS.5.2.D.).

B. REGULATIONS

1. Public telephones are installed for the use of the general public and any use by occupants of the premises in which they are located is considered as incidental to this principal purpose.
2. The telephone will be removed or relocated when, in the opinion of the Company, the telephone or its contents may be subjected to theft or damage.
3. Dial prepay coin telephone sets are also available in a limited selection of standard colors.
4. When practicable, in the opinion of the Company, dial prepay coin telephone sets may be furnished in other than standard colors. Sets not regularly available in standard colors may also be furnished in color on a special basis. In such cases charges based on cost will apply.

C. MESSAGE CHARGES

(a)

	<u>Charge</u>
- Local messages, each	\$.25
- See AS.2 for application of local operator handled calls. (The operator-handled station-to-station charge is not applicable to direct dialed interzone coin calls.)	

MOUNTAIN STATES TELEPHONE
AND TELEGRAPH COMPANY
ARIZONA
ISSUED: April 29, 1983

EXCHANGE AND
NETWORK SERVICES
TARIFF

PAGE 48
RELEASE: 2

EFFECTIVE: May 29, 1983

A5. EXCHANGE SERVICES

5.5 PUBLIC COMMUNICATION SERVICE - COIN AND COINLESS (Cont'd)

5.5.2 SEMIPUBLIC TELEPHONE SERVICE

A. DESCRIPTION

1. Semipublic Telephone Service is exchange service furnished to the customer who wishes to make the service available for the use of the public in addition to those whose use is contemplated under the Use of Customer Service regulation in A2.
2. Semipublic Telephone Service is designed to meet telephone service requirements at the following types of locations:
 - Where, in the opinion of the Company, the installation of a public telephone is not warranted, but where there is a demand for service on the part of transients.
 - Where there is a collective use of the service by a relatively stable body of guests, members, employees, or occupants. Such use should be incidental and therefore not as a substitute for regular telephone service.
3. The semipublic main telephone is equipped with a coin-collecting device.

B. REGULATIONS

1. The location of the semipublic main telephone will be determined by the Company. The telephone will be removed or relocated when, in the opinion of the Company, the telephone or its contents may be subject to theft or damage.
2. When extension service is provided per section 5.5.5 with a semipublic telephone, a notice stating this fact shall be placed by the company at the main semipublic telephone location.

EFFECTIVE: FEB 1 1985

A5. EXCHANGE SERVICES

5.5 PUBLIC COMMUNICATION SERVICE - COIN AND COINLESS (Cont'd)

5.5.2 SEMIPUBLIC TELEPHONE SERVICE (Cont'd)

3. The customer will reimburse the Company for any loss through theft of monies from the collecting device and for any damage or injury to the equipment from any source, including theft of the collecting device. See 4. below.
4. The Company has the right to require the redemption by the customer of all slugs and spurious, mutilated or foreign coins deposited in the coin receptacle at the value for which they were evidently deposited. The Company may disconnect and remove the coin telephone and any extension equipment if the customer refuses to honor these arrangements.
5. Semipublic Telephone Service is not designed to supplant regular telephone service and, as such, will be provided only upon request and where there is an apparent need for the service to be used by the public as well as the customer.
6. Semipublic Telephone Service will be furnished only on an individual line basis.
7. Semipublic Telephone Service is not provided on an FX basis nor in connection with combination access line service.
8. Joint Use Service will be permitted with Semipublic Telephone Service provided such joint use will not undesirably affect the availability of the service to the public.
9. Semipublic Telephone Service will be considered the same as business service for directory listing purposes. As such, the Semipublic Telephone Service rates and charges include one listing. Additional listings will be furnished at regular rates and charges.
10. The premise work charge, service and equipment and/or installation charge will not apply to moves and/or changes of semi-public telephones where, in the opinion of the Company, such moves or changes are primarily to improve the service rendered to the public.

(N)
|
(N)