

SERIAL 99021 RFP INMATE TELEPHONE SYSTEM

DATE OF LAST REVISION: September 24, 2007

CONTRACT END DATE: May 31, 2010

MAY 31, 2010

~~MAY 31, 2006~~

CONTRACT PERIOD THROUGH ~~MAY 31, 2005~~

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **INMATE TELEPHONE SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **May 17, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Deborah Overton, MCSO
Materials Management



AMENDMENT #1

SERIAL 99021-RFP

REQUEST FOR PROPOSAL TITLE: INMATE TELEPHONE SYSTEM

In accordance with Article 4.29 (AMENDMENTS), the following changes are being incorporated into serial 99021-RFP:

1.0 **INTENT:**

The intent of this document is to define the general requirements for entering into a concession contract for providing a coinless collect/debit open architecture telephone system for the Maricopa County Sheriff's Office, hereafter referred to as MCSO at the following locations:

MADISON JAIL (214*)
(* Intake = 41, FL 2-6 = 173)
225 W. Madison St.
Phoenix, AZ 85003

DURANGO JAIL (107)
3225 W. Gibson
Phoenix, AZ 85009

TOWERS JAIL (88 **)
(** Towers = 72, Contents = 16)
3127 W. Gibson
Phoenix, AZ 85009

ESTRELLA JAIL (142 ***)
(*** Estrella = 112, Tents = 30)
2939 W. Durango
Phoenix, AZ 85009

MARICOPA MEDICAL CENTER (6)
2601 E. Roosevelt
Phoenix, AZ 85008

SOUTHEAST JAIL (4)
1840 S. Lewis Dr.
Mesa, AZ 85210

AVONDALE JAIL (7)
920 E. Van Buren
Avondale, AZ 85323

SPECIAL PROJECTS – TENTS ***, CONTENTS **
Located next to one of the above facilities.

The current number of inmate telephone system sets installed at each facility is shown in parenthesis adjacent to the above site locations. The Contractor shall install additional inmate telephone system sets, or remove unnecessary inmate telephone system sets, as may be requested by MCSO from time-to-time at no additional charge to MCSO.

Other locations may be added in the future, if required. Additional jail facilities are scheduled to be added in the downtown and Durango areas within the term of this contract. The Contractor will be required to install the proposed system at any new sites added by MCSO, or remove its system from any sites deleted by MCSO. FY2003/04: Lower Buckeye Jail (Est. 420), 4th Ave Jail (Est. 532), Central Services (Less than 5).

The average daily inmate population of the Maricopa County Sheriff's Office facilities fluctuates between 7,500 to 8,000 dependant on time of year with over 750 adds, moves, or deletions per day.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.3 Installation of all necessary cable, power lines, electrical hookups, cutoff keys for each telephone with control in each facility, equipment and time clock synchronization. Existing house cable used to provide inmate telephone service becomes the property of MCSO. Any electrical work must be coordinated through Maricopa County Facilities Management Department, using their list of contracted vendors for completion of this type of work.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.9 Providing:
 - 2.8.9.1 Free and collect local and long distance unrecorded legal calls.
 - 2.8.9.2 Portable TDD machines for each facility with TDD relay service.
 - 2.8.9.3 Provide the inmate with the option of English or Spanish voice prompts during call set up.
 - 2.8.9.4 Provide the called party with the option of hearing the notification of the origin of the call and the option to decline the call in English or Spanish.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.12 Ability to deny inmates access to specific phone numbers, area codes, prefixes, voice mail boxes, automated attendants, i.e. Police (911, 800, 411, 900 and 976). Ability to produce an historical report of activity.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.15 Ability to block incoming calls and outgoing calls on a per phone, per pod, per facility, per inmate, per time/date, per duration, per system basis, while still permitting legal calls. Allow called party to block all future calls from the inmate or all MCSO jails.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.16 The Contractor will provide at their expense, one employee to serve as the Project Manager and employees to serve as the Contractor's system administrator/customer support technician to meet Maricopa County Sheriff's Office needs.
 - 2.8.16.1.1 The Contractor's system administrator/customer support technician(s) will carry out duties and assignments as specified in EXHIBIT III (Revised).
 - 2.8.16.3 The Sheriff's Office will supply one Database Librarian, at the Contractor's expense through an additional 1/4% Qwest commission, to audit and maintain system non-recorded legal telephone numbers.
 - 2.8.16.4 Upon the signing of this Amendment by both parties, Qwest will agree to increase commissions paid on Gross Billed Qwest revenue from the current forty-five percent (45%) to forty-five & one-quarter percent (45.25%) within 30 days of the signing date. All commissions will continue to be paid in the Up-Front & True-Up format currently in place.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.17 MCSO will provide office space for the Project Manager and the Contractor's customer support technician/system administrator(s). All costs associated with furnishings, desks, phones, pagers, computers, printers, facsimile machines, system forms, etc. will be the responsibility of Contractor unless otherwise specified by the Maricopa County Sheriff's Office. **(MCSO has limited space available for the contracted vendor and the system. The space that MCSO can provide for the contracted vendor will be viewed during the scheduled site walk-thru on December 20.)**

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.18 Ability to provide reports on a daily, weekly, monthly, yearly, or real time basis as follows. Reports will be generated at least monthly for quality assurance purposes.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.18.1 SYSTEM UPGRADES: The Contractor will maintain a history report of each system change to include: date and time change, facilities affected, change implemented, testing completed and the date of acceptance of the change by the contracting officer. A copy of the history report will be given to MCSO.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.18.2 SYSTEM CHANGES: Ability by MCSO to produce audit reports including: list of legal telephone numbers, free or collect, blocked telephone numbers, date of Add/Change/Delete. Disallowed calls by phone, pod, facility, system, or PIN.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.18.3 CALL RECORDS: Ability by MCSO to produce individual and summary call record reports:

2.8.18.3.1 INDIVIDUAL: by PIN, phone, time/date, duration, call type, call status, target number, target area code, collect, legal non-record.

2.8.18.3.2 SUMMARY: Disallowed, by duration, frequently called numbers, by type of call, collect or free calls by phone, pod, facility, system, or PIN.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.20 Provide detection of three-way call attempts and a notation in the call detail record of the attempt.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.8.21 Provide the necessary VAC 100 equipment, software, and personnel expertise to implement, maintain, reproduce and monitor audio recordings of all non-legal calls on all phones in this contract. A networked audio recording system with monitoring and reproducing capability and maintenance contract with ease of use and large volume recording hard drive storage is required. Writable CDs are the preferred reproducing media to include encrypt password capability. (Section 2.10.6.12, paragraph 5, states that "A minimum of twenty-one listening/reproducer stations will be required at various MCSO locations for this RFP. Additional stations as required by MCSO will be provided by the Contractor at their expense) Three workstations (of the twenty-one) must include CD burners that will copy a large volume of recordings on the CD within several minutes. Additional workstations may be requested as new jails are added to the

network. The record retention period for all audio recordings will be one (1) year, unless otherwise specified by the Maricopa County Sheriff's Office. The Contractor shall provide all equipment or supplies required by the recording system. **The media provided by the Contractor becomes the property of MCSO.**

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.8.25 Provide legal call reports (local and long distance, collect and free)

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.8.28 Provide the necessary equipment, software, personnel and expertise to implement, update, and monitor a personal identification number (PIN) system. The PIN would be generated from the pre-existing MCSO Jail Management System (JMS).

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.8.29 Provide the necessary equipment, software, personnel and expertise to implement, update and monitor a financially acceptable to both parties, biometrics identification system when available.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.8.30 Provide five (5) state-of-the art laptop computers with modem capability and application software for use by MCSO personnel, with change out to state-of-the art models when requested by MCSO, but no sooner than every two years at the Contractor's expense. When laptop computers are replaced by Qwest as a result of this section, the old laptop computers being replaced will be returned to Qwest after removal of MCSO proprietary data.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.10 All telephone units must permit local, long distance, TDD and international calling, paid for by collect mechanism and/or canteen debit, some local legal calls will be free. All phone units must meet these minimum requirements and contain the following minimum features:

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.10.1 Have answer supervision that is accurate 95% of the time or better for busy signals, do not answer and operator interrupt, automatic disconnect.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.10.6 Telephone System Features (detailed description)

The system shall be a state-of-the art digital telephone system design, self-contained within its own cabinet. It shall be capable of adding or modifying system features by software upgrades as opposed to hardware replacement. It shall be capable of the following features (not in any specific hierarchy order) listed below.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.10.6.1 PIN - Prior to allowing the inmate to dial a desired telephone number, the system requires the use of a PIN. The PIN (MCSO Booking Number) would be generated from the Jail Management System (JMS).

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.10.6.2 Centralized Database Validation - The system shall obtain validation from a centralized database, resident on site at MCSO and supplied and maintained by the vendor, for each call placed.

This validation process shall be completed within one second or less. When validated, the inmate's telephone call shall take place over the system network. If the inmate dials an unapproved telephone number, the call shall be immediately terminated and the inmate shall receive a recorded message or distinctive reorder tone indicating an unauthorized telephone number was dialed.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.10.6.2.a One Database – The system shall have only one database for all MCSO jail legal and blocked telephone numbers. The system shall have the capability of accepting additions, deletions, and changes through a single manual entry or by downloading a large amount of data at one time with a historical audit trail.

2.10.6.2.1 Legal Telephone Numbers – MCSO shall have the capability to “block from listening” any legal telephone conversation recorded prior to MCSO receiving notification by an attorney of a change/new telephone number. A notation in the call detail record shall indicate the listening block.

2.10.6.2.2 Legal Telephone Number Database – shall have the capability to allow entries of the name associated with the telephone number and multiple sources (AZ Bar, Yellow Pages, Inmate, etc.) for audit purposes.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.10.6.3 Special Pro-Per Inmate PIN – The system shall be capable of allowing Pro-Per inmates the use of a special non-record PIN to be restricted to only those MCSO pre-approved witness interview telephone numbers.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.10.6.9 Call Duration - The system shall be capable of adjusting pre-set call duration limits through software at the request of MCSO. The duration limits may vary according to facility, type of call or temporary restriction. A warning tone at two minutes and again at one minute before automatic call termination shall be provided. The current durations are set for 12 minutes on collect calls and 20 minutes on legal calls. The current maximum duration for Long Distance calls is 20 minutes.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.10.6.12 Recording/Monitoring Calls - The system shall include live (real-time) monitoring and call recording capability as well as playback and reproduction of recordings. The recording device(s) should be networked using digital storage technology and shall provide quick access (30 seconds or less for search time) for playback of any specific telephone call. It should provide multiple listening capability of telephones and provide the date, time, and unique location of the call on the device such as channel number. The system will provide custom naming of the devices and channels, including reproducer/listening stations.

MCSO may provide a separate centrally located operating hard-drive to serve as a backup in the event of equipment failure. The recording device will be capable of recording up to 6 months of audio recording from each jail facility. MCSO assumes responsibility for the maintenance/repairs of the backup server(s).

If the backup is implemented at MCSO, and, in the event of a device failure, the redundant MCSO backup device must automatically engage to record the same digital recording so that there is no loss of conversation due to failure.

Playback of audio remotely from any workstation/reproducer on the network with "private listening" (headphones) during playback is required. Currently, MCSO has twelve listening/reproducer stations. A minimum of twenty-one (21) listening/reproducer stations will be required at various MCSO locations for this RFP, to include headphones, printer, CD-writer, and CD label stamper. Additional stations as required by MCSO will be provided by the Contractor at their expense.

Several security levels with user defined permissions are required.

System Manager
System Administrator
User Security Level Access – by facility and task
(High, Medium, and Low)

The system will be time synchronized to the Naval Observatory Clock including an automatic daylight saving adjustment and AZ time.

Searches for recorded DTMF codes including the standard telephone digits of 0-9, *, # and characters A, B, C, D are required when the user's phone has the capability to generate these tones (**Call recipient**).

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.10.6.13 Advanced Feature Detection - The system will accurately (**95%**) detect when a recipient attempts to transfer the inmate telephone call using 3-way calling. When detected, a notation will be placed in the call detail record.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.10.6.14 System "Target" Alert - When a pre-identified telephone number is called by any inmate or specific PINs place calls, the system will alert the designated MCSO personnel.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.10.6.15 "Gang Scenario Alert" - The system will alert a specific PC (Workstation) or telephone when specific PINs, target numbers or inmate telephones place a phone call.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.10.6.16 The system will be capable of including a branding at the beginning of each type of telephone call as specified by MCSO. Current branding:

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.10.6.16.1 Legal – All telephone calls made to Legal Representatives will begin with a Telephone Branding that includes, "(Telephone Company Name) has a Legal (or collect Legal) call from (Inmate Name) at the Maricopa County (Facility Name) Jail."

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.10.6.16.2 Personal – All personal telephone calls made will begin with Telephone Branding that includes, "(Telephone Company Name) has a call (or collect call) from (Inmate Name) at the Maricopa County (Facility Name) Jail. This call will be recorded. If this call has been placed to legal counsel, please hang up immediately and notify the Sheriff" Office at 602-256-1202."

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.13.3 A Statement of Work (SOW), including A Gantt chart, must be prepared by the vendor for initial implementation and all changes to telephone services required on the installation.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.13.5 All operational maintenance will be coordinated with the contracting officer and- MCSO, but be provided by the Contractor. Each case of trouble reported to the Contractor for action will be researched as to the cause and documented in the trouble log book along with the action that resolved the trouble. A notation stating only that the problem was resolved is not acceptable. The trouble logbook shall remain at a MCSO specified location.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.13.5.4 All equipment/applications time sync of the Inmate Telephone System will be within one (1) minute of each other at all times. If there is more than one (1) minute difference, the Contractor will correct this discrepancy within thirty-six (36) hours of written notification from MCSO. Failure to comply will result in a \$250.00 fine for each business day until the time sync for the entire Inmate Telephone System is within one (1) minute.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.13.5.6 Inmates will be able to make calls within 24 hours of notification by MCSO of permanent housing assignment in a MCSO facility. The PIN's of Inmates released from MCSO will be deactivated from the ability to place calls within 24 hours of notification by MCSO. These notifications will be in electronic form. Changes/updates will be completed within 24 hours of notification. Failure to comply will result in a \$250.00 fine for each day after the stated "grace" period, until the Contractor is in compliance.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.13.5.8 MCSO expects the Contractor to fully comply with the time frames in this contract. However, should a dispute arise as to whether there should be an assessed penalty and if so, how much, the dispute will be resolved by a team consisting of two (2) members from MCSO, one (1) member from Maricopa County Telecommunications Department and one (1) member from each of the Contractors service team (i.e. LEC, Call processing provider, recording provider, etc.) Each dispute resolution team member will have one vote with the exception of the service provider team member whose company is being considered for assessment of the fine. This exception team member may represent his company's position during discussions. A simple majority shall be required of the eligible voting dispute resolution team members to determine the resolution. The decision will be based on the logbooks and written explanations from all parties involved in the dispute. This final decision of the dispute resolution team will be final and binding upon all parties.

Qwest Responds: Qwest understands & accepts the revisions to this section.

- 2.13.5.10 MCSO is currently under contract and an Inmate Telephone System is in place. Should a new Contractor be selected as a result of this RFP, a coordination team will be formed for a smooth and orderly transition from the current system to the new system. This team will consist of MCSO

personnel, the current Contractor and the new Contractor. This transition should cause minimum service interruptions. All the existing cable and equipment is the property of the current Contractor. A new Contractor may install new cable or acquire legal rights to the existing cable of the current Contractor.

Minimal disruption of service is required for new installation. **Inside wire, conduit, punch down blocks and related material are considered to be imbedded in the facility and will be available for use by the Contractor. (Does not include entrance cable or other telephone cable not installed specifically for the provision of inmate telephone service.)** Telephones, telephone backboards or other current system equipment is the property of the respective current contracted vendor. Any cable, conduit, blocks, wire installed by the Contractor becomes the property of MCSO.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.13.5.12 The Contractor shall immediately (within 2 hours of discovery) bring to the attention of MCSO any legal telephone calls recorded in error. Failure to comply with reporting will result in a \$500.00 assessed penalty for each day the recording error is unreported. Corrections will occur within a mutually agree upon time frame. If not, further assessed penalties may be applied.

2.13.5.12.1 Report untimely or inaccurate data entry.

2.13.5.12.2 Report software failure.

2.13.5.12.3 Report equipment failure.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.13.6 The Contractor will perform system checks and preventative maintenance on a monthly basis to ensure the system is operating at optimum efficiency and performance. A system check and preventative maintenance logbook, that includes the findings & action taken, will be maintained by the Contractor and remain at a MCSO specified location.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.15 COMMISSION AND ASSESSED PENALTY SCHEDULE

2.15.1 COMMISSION PROPOSAL:

The components of charge-call (coinless) telephone service outlined in Equipment Specifications/Scope of Service & described in this solicitation may have varying sales and income generating capabilities for different vendors. This is provided for on the attached commission schedule form for the facilities listed in Equipment Requirements on the attached form, you must enter your most competitive commission, as explained below, for the contract periods listed, whichever is most advantageous to you, for charge-call (coinless) services. The commission 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. MCSO may request the percentage commission be broken out according to local, toll, long distance, international, & debit canteen.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.15.1.2 Single Commission Percentage (%): The single commission percentage for the percentage of sales to be reported must be entered for charge-call

telephones. If a single commission percentage for service is not to be entered, enter "NONE". Commission percentages for local & Intralata services may be different from the commission percentage for Interlata, Interstate, & International calling.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.15.2 CONTRACTING OFFICER COMPLETE UPON AWARD:

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

2.15.2.1 Contractor will pay a minimum of 85% of total commission due on the first annual basis, based on projections of calls, up front within 45 days of contract award. Subsequent years of the contract, the minimum required will be an increase of 2% each year of total commission due on an annual basis, based on projections of calls from the previous year, will be paid by contractor within 45 days (July 15) of the contract award anniversary date (May 31). In other words, year two will be a minimum of 87% up front, year three a minimum of 89% up front, etc. Proposals above the minimum percentage as stated herein and for multiple years, instead of annual basis will be given consideration. A "true-up" for each annual year will be completed and paid by contractor with the annual percentage up front. The last year of the contract, contractor will pay the "true-up" payment within 45 days (July 15) of close of contract.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.15.2.3 An assessed penalty will be paid within 30 days from the end of the calendar year quarter (March, June, September, December) the failure to perform certain services occurred. This section applies to sections 2.13.5.4, 2.13.5.6 & 2.13.5.12.

Qwest Responds: Qwest understands & accepts the revisions to this section.

2.15.3 COMMISSION PAYMENT:

2.15.3.1 Settlement reports (in duplicate) and commission payment must arrive on the date specified in Paragraph 2.15.2.1, Commission Payment at the address listed below:

Maricopa County Sheriff's Office
102 West Madison Street
Phoenix, Arizona 85003
Attn: Inmate Telephone System Manager
Telecommunications Technology Division

2.15.3.2.2 Commission percentage(s) for charge-call sales

2.15.3.2.3 Amount of commission payment for charge-call sales

2.15.3.3 Assessed Penalty payment will be mailed to the same address as the Commission Payment, Paragraph 2.15.3.1.

Qwest Responds: Qwest understands & accepts the revisions to this section.

3.5 **PRICE/COMMISSION REVISIONS**

The prices and commissions established in this contract will remain firm through the term of the contract unless revised with the following:

3.5.1 Maricopa County Initiated Changes:

3.5.1.1 In the event of a price decrease, the commission to Maricopa County will be decreased by a percentage which will result in the reduction in income generated by the price decrease being absorbed by Maricopa County. The contracting officer in computing the appropriate percentage of fee change will take any increase/decrease in Contractor's expenses directly attributable to price revisions into consideration.

Qwest Responds: Qwest understands & accepts the revisions to this section.

3.5.1.2 The contracting officer will effect such price/commission revisions by issuing a unilateral contract amendment to become effective on the date indicated in the amendment. The Contractor will implement the prices on the date established in the amendment. The commission revision will be considered final unless the proposer submits a request for reconsideration to the contracting officer within 30 days after receipt of the amendment by the proposer. Such requests for reconsideration may only be based on the fact that the contracting officer's commission revision will result in loss of income to the Contractor, which can be directly attributed to the price revision. After receipt of a request for reconsideration, the contracting officer will reconsider his action & issue a final decision under the Disputes clause of this contract. However, nothing in this clause will excuse the Contractor from proceeding with implementation of the revised prices on the date established in the amendment.

Qwest Responds: Qwest understands & accepts the revisions to this section.

EXHIBIT II

DEFINITIONS OF COMMUNICATIONS TERMS:

The following terms are used throughout this solicitation:

- 1 LATA (local access transport area) - A geographic area within which a local exchange carrier (LEC) may provide service.
- 2 LEC (Local Exchange Carrier) - Firms tariffed by the Arizona Corporation Commission to offer LEC services.
- 3 ALEC (Alternate Local Exchange Carrier) - Firms tariffed by the Arizona Corporation Commission to offer alternative LEC services.
- 4 INTRA – LATA. (Within the boundary of a FCC established LATA.)
- 5 Inter LATA - Crossing over the boundaries of a FCC established LATA.
- 6 Non-sent-paid - Not paid by coin but by credit cards, third party billing, collect, or inmate debit.
- 7 Local calls - Non-toll calls made within a LATA.
- 8 Toll calls - Non-local calls made within a LATA.
- 9 Long distance calls - Calls made between LATAs.
- 10 Call screening - Feature of the telephone instrument, which informs the operator that the instrument is a public, pay, inmate telephone.
- 11 Charge-a-call phones - As they relate to Maricopa County jails; no credit cards will be allowed. Only collect billing or direct charge to commissary account is permissible.
- 12 COCOT (customer owned coin-operated telephones) - Private pay telephone operation companies.
- 13 Dial Tone First - Assures the caller that the station is not out of order without coin deposit. It also allows emergency and other selected calls without a coin deposit.
- 14 TDD - Telephone Device for the Deaf.
- 15 Audio Recording - Device(s) for electronically recording phone conversations.
- 16 PIN (Personal Identification Number) - An individual number (i.e. Booking number) assigned to each inmate and used for call accounting purposes. PINs should be alphanumeric up to 11 characters/digits in length.
- 17 Third Party Disconnect - A method for automatic disconnect for blocking of numbers placed to a third party from the phone originally called by an inmate.
- 18 Concessionaire System Administrator(s) - Individual(s) employed by the vendor to coordinate and/or carry out on site duties and responsibilities of the vendor.
- 19 Branding - A message placed at the beginning of the call and at random thereafter (if desired by MCSO) to inform of the calls origin and other pertinent information.

SERIAL 99021-RFP

- 20 Inmate Canteen Debit Billing - Automated accounting system used for per payment of local, toll, long distance and international calls.
- 21 Normal Working Hours - For purposes of this contract, eight (8) or ten (10) hours per day, seven (7) days per week. Hours are scheduled by MCSO.
- 22 Legal call – A collect, or non-collect “free”, call that is not recorded and meets the criteria for “Right to Counsel Confidential”.
- 23 Collect recorded call – A collect local or long distance personal call that is recorded.
- 24 Free recorded call – Maricopa County criminal justice agency main telephone numbers that are non-collect “free” and recorded. Examples include: Adult Probation, Justice and Superior Courts.
- 25 Commission –A percentage of gross telephone revenue generated from the Inmate Telephone System, paid to MCSO.
- 26 Assessed Penalty – Restitution for failure to perform certain services.

Qwest Responds: Qwest understands & accepts the revisions to this section.

EXHIBIT IIIContractor's System Administrator/Customer Support Technician
Minimum Position Requirements

The Contractor will provide support staff to function as Service/Site Administrators for this contract. There may be a supervisor and then additional support personnel to handle the duties required in this contract. Hours of coverage by locations, required by MCSO will determine the number of personnel. These personnel must have the necessary qualifications to assume full accountability of the Inmate Telephone System to include, but not limited to:

1. Must meet the requirements specified by MCSO Policy for employees from contract vendors who perform duties or services not completed by Office personnel.
2. Maintain and certify records and files
3. Coordinate smooth operation of the Inmate Telephone System
4. Conduct quarterly inspections of all associated Inmate Telephone System equipment
5. Schedule and monitor maintenance, upgrades and testing
6. Evaluate and report on effectiveness of the system
7. Recommend enhancements or modifications as needed
8. Provide input for planning and decision making
9. Take corrective action in regard to equipment replacement and/or repair
10. Liaison with appropriate divisions within MCSO
11. Conduct training as required
12. Supervises collection, storage and distribution of data as required
13. Coordinate staff for call outs after normal business hours, weekends and holidays
14. Respond to requests for information as defined by MCSO
15. Maintain authorization lists, correspondence regarding legal, grievances or system changes
16. Prepare management reports as requested by MCSO
17. Testify in court and/or depositions
18. Respond to consumer complaints related to the Inmate Telephone System in a timely manner as requested by MCSO
19. Assist with the development of written procedures

Qwest Responds: Qwest understands & accepts the revisions to this section.

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Materials Management.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

MATERIALS MANAGEMENT

DATE

QWEST COMMUNICATIONS, 20 E. THOMAS ROAD 23RD FLOOR, PHOENIX, AZ 85012
4041 N CENTRAL AVENUE 18TH FLOOR, PHOENIX, AZ 85012
US WEST QWEST COMMUNICATIONS, 3033 N 3RD STREET, SUITE #607 ROOM 501, PHOENIX, AZ 85012

NIGP CODE NIGP 9157904

REVENUE CONTRACT BEING NEGOTIATED

Vendor Number: W000002116 X

Contact Person: Robert E. Bobbett

E-mail Address: robert.bobbett@qwest.com

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Fax Number: 602/279-5250

Contract Period: To cover the period ending **May 31, 2005 2006 2010.**