

AT&T  
AFFIRMATIVE ACTION PROGRAM  
FOR MINORITIES AND WOMEN

CONSUMER COMMUNICATIONS SERVICES (CCS)  
HEADQUARTERS STAFF

JANUARY 1, 1991 - DECEMBER 31, 1991

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## INTRODUCTION

### CCS - Headquarters Staff Establishment

This Affirmative Action Plan was developed for the Consumer Communications Services (CCS) Headquarters Staff Establishment. The CCS organization consists of eight establishments and is organized into Strategic Business Units (SBUs), each distinguished by unique service offerings to the consumer market. The traditional SBUs include Domestic Consumer Long Distance, Card/Operator Services and Directory Assistance.

CCS has invested in new businesses and the following new SBUs have emerged:

- AT&T College and University Systems
- AT&T Language Line
- AT&T Dual Party Relay
- AT&T Certificate Enterprises

The CCS Headquarters Establishment is responsible for the servicing and marketing activities for the entire long distance market. The activities which make up the organization are:

- Advertising
- Billing
- Direct Marketing
- Consumer Sales
- Market Management

While each organization is responsible for very different activities, they work together as one unit, sharing common resources, technology and information. Most importantly, the individuals in each organization rely upon the expertise of their colleagues in the others. Employees work as a team with the following common strategies:

- Satisfy the individual needs of customers by being "Easy to Do Business With".
- Contribute to revenue growth in domestic, international and selected business markets.
- Reduce expenses as a result of improvement in quality/productivity.
- Differentiate AT&T as the best provider of all services.

The CCS Headquarters Staff Establishment resides mainly in New Jersey and has employees remotely located in the following states:

Alabama	Arizona	California
Colorado	Florida	Georgia
Illinois	Louisiana	Massachusetts
Mississippi	Minnesota	Missouri
North Carolina	New Jersey	New York
Ohio	Pennsylvania	Texas
Virginia	Washington	Hawaii

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## AT&T'S EQUAL OPPORTUNITY POLICY STATEMENT

I believe that equal opportunity is the lifeline of our business. It has been AT&T's long standing tradition as well as our corporate policy to treat each individual with dignity and respect. Furthermore, it is critical that our workforce reflect the marketplace to ensure our leadership position. To guarantee this, we will effectively utilize all of our human resource talent and continue to pursue this effort.

AT&T's policy is to:

- comply with both the letter and the spirit of all applicable laws and regulations governing employment;
- provide equal opportunity to all employees and to all applicants for employment;
- take appropriate affirmative action to make equal opportunity a reality;
- prohibit unlawful discrimination or harassment because of race, color, religion, national origin, sex, age, physical or mental disability, or because of one's status as a special disabled veteran or veteran of the Vietnam era, in any employment decision or in the administration of any personnel policy;
- make reasonable accommodations to the physical and/or mental limitations of otherwise qualified employees or applicants with disabilities;
- prohibit the use of a person's sexual preference or orientation, or marital status, as a criterion in personnel decisions;
- ensure that maximum opportunity is afforded to all minority and women-owned businesses to participate as suppliers, contractors, and subcontractors of goods and services to AT&T; and comply with regulatory agency requirements and with federal, state, and local procurement regulations and programs;
- advise employees of their rights to refer violations of this policy to their supervision, or to the appropriate AT&T organization charged with administration of the Equal Opportunity/Affirmative Action policy, without intimidation or retaliation of any form for exercising such rights.

I want to reaffirm AT&T's commitment of providing equal opportunity to all employees and applicants for employment in accordance with all applicable laws, directives, and regulations of Federal, State, and local governing bodies and agencies thereof.

I expect all managers throughout AT&T to comply fully with all aspects of this policy, and to conduct themselves in accordance with the principles of equal opportunity.

Demonstrated commitment to equal opportunity is an investment in our people and our future growth. Consequently, a company that attracts, selects, develops, and retains the best will remain the industry leader. AT&T's ongoing efforts in this direction will provide us with a critical, competitive advantage in the marketplace.

Robert E. Allen

Chairman and Chief Executive Officer

January, 1991

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ESTABLISHMENT HEAD EQUAL OPPORTUNITY POLICY STATEMENT

As the Establishment Head for the OCS Headquarters Staff Establishment, I want to reaffirm my full commitment to equal opportunity and affirmative action as stated by AT&T Chairman of the Board and Chief Executive Officer Robert Allen in the Company's policy statement. For administrative purposes, I appoint the Human Resources and Administration EO/AA Manager to serve as the Establishment's EO/AA Manager. The EO/AA Manager's responsibilities include, but are not limited to, monitoring all EO activities and reporting the effectiveness of the Affirmative Action Program on a regular basis and developing recommendations for necessary action to ensure attainment of the Establishment's equal opportunity objective. In addition, I also pledge the complete support and assistance of all my subordinates for implementing an effective Affirmative Action Program that will afford equal opportunity to all employees and applicants for employment.

To further the policy of ensuring that all employees and applicants for employment are provided equal opportunity, we will:

Make all employment and employment-related decisions so as to further the principle of equal opportunity

Recruit, hire, train and promote persons in all job classifications without unlawful discrimination because of race, color, religion, sex, age or national origin, except where sex is a bona fide occupational qualification.

Prohibit harassment of employees on account of race, color, religion, sex, age or national origin. This expressly includes sexual harassment, which has no place in our business


Ensure that neither employees nor applicants will be discriminated against on the basis of their marital status, or their sexual preference or orientation

Ensure that all personnel policies such as compensation, benefits, transfers, layoffs, terminations, returns from layoff, Company-sponsored training, education, tuition assistance, social and recreational programs are administered without regard to race, color, religion, sex, age or national origin.

The ongoing support of this Program by each employee is a vital part of our commitment to equal opportunity and affirmative action and is the responsibility of the entire work force. All supervisors are expected to become familiar with the Program's provisions and to discuss them with their subordinates. They will be held responsible and accountable for the success of this Program.

I pledge my support for the objectives of affirmative action and the attainment of a work environment free from unlawful discrimination, in which employment and advancement decisions are made on the basis of individual merit and job-related criteria and further the principle of equal opportunity.

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Establishment Head

## SECTION II

### DISSEMINATION OF EQUAL OPPORTUNITY POLICY

This section describes internal and external policy dissemination techniques used throughout the CCS Headquarters Staff Establishment.

Internally, AT&T utilizes Company-wide personnel policy guides, a number of specific communications media, and meetings between employees and supervisors to ensure that employees understand the Company's commitment to equal opportunity and affirmative action and their responsibilities in carrying out this policy. External efforts center on communicating our policy to outside organizations and agencies with which AT&T has contact or does business.

#### Internal Policy Dissemination

AT&T EO/AA policy is disseminated internally in the following manner:

##### Manuals

AT&T has several guides which set forth employment and personnel policies and define responsibilities for equal opportunity and affirmative action. Section 6 of the AT&T Personnel Guide states basic EO/AA policies and responsibilities of employees and supervisors (See Section XI, Exhibit 2-1.) Material on the specific EO/AA responsibilities of employees who perform employment functions for the Company is also contained in the AT&T Employment Practices manual. This manual is reviewed periodically and updated as necessary.

##### Other Communications Media

Other media utilized include the Equal Opportunity Policy Statement signed by the Chairman and Chief Executive Officer (posted on Company bulletin boards in each AT&T work location) and the CCS Headquarters Staff Establishment Affirmative Action Program which is accessible to employees having responsibility for any aspect of its implementation. The CCS Headquarters Staff Establishment Affirmative Action Program is available in employment offices serving the Establishment, or by contacting the Establishment's EO/AA Manager. A policy statement signed by the President, Consumer Communications Services, as Establishment Head, is posted on Company bulletin boards in all work locations within the CCS Headquarters Staff Establishment, and distributed to all employees within the Establishment. All required Federal and State EEO notices are also posted on Company bulletin boards.

#### Other Communications Media (continued)

AT&T's Focus magazine (distributed to the homes of all employees) periodically contains articles expressing AT&T's on-going commitment to affirmative action (See Section XI, Exhibit 2-2 to 2-5.) When employees are featured in product or consumer advertising, employee handbooks or other publications, the Company ensures that both minority and non-minority men and women are featured and pictured.

Courses dealing in whole or in part with EO/AA concerns are offered to managers through the Corporate Education and Training organization and the Human Resources organization. These include Managing People and Performance and Equality, A Management Tool (See Section XI, Exhibit 2-6.) Also, the EO/AA Manager prepares and distributes quarterly EO/AA progress reports, highlighting significant accomplishments in the EO/AA field, promotions of minorities and women, etc.

#### Meetings

Management conferences and staff meetings regularly include equal opportunity and affirmative action information. All supervisors are charged with ensuring that all employees in their organizations are aware of AT&T's EO/AA policy and programs.

During meetings with union officials AT&T's EO/AA policy and programs are communicated to them. The support and cooperation of the unions is requested to help ensure EO progress. A nondiscrimination clause is included in all collective bargaining agreements (See Section XI, Exhibit 2-7). Contractual provisions are periodically reviewed to ensure that they are nondiscriminatory in nature and effect.

AT&T's EO/AA policy and programs are discussed with all newly hired and promoted managers during manager orientation, and with all occupational (non-management) employees during their orientation. Newly hired managers are provided with an orientation handbook that contains AT&T's Equal Opportunity Policy Statement and a message to managers that AT&T expects them to fully comply with all aspects of this policy.

The AT&T Corporate Equal Opportunity and Affirmative Action organization makes available a video tape series entitled "Valuing Diversity" for use at staff meetings and other EO/AA presentations. A description of the contents of the videotapes is provided in Section XI, Exhibit 2-8.

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## External Policy Dissemination

AT&T EO policy is disseminated externally in the following manner:

### Recruiting and Hiring

All AT&T recruiting literature and help wanted advertisements include the phrase, "An Equal Opportunity Employer". Recruiting sources and candidates for employment are informed of the Company's commitment to EO/AA. We request that these sources actively recruit and make referrals of minorities and women for positions that are to be filled by external hiring. AT&T's employment application forms notify candidates that AT&T is committed to equal opportunity and affirmative action, and does not discriminate on any prohibited basis. Minority and non-minority men and women are pictured in employment recruiting advertisements (See Section XI, Exhibits 2-9 and 2-10.) Help wanted advertisements are placed under joint male/female headings. Where these do not exist, ads are placed under both male and female headings.

### Contracts and Subcontracts

The Contract Services Organization ensures that appropriate nondiscrimination, equal opportunity and affirmative action clauses are included either in detail or by reference in contracts and purchase orders as required by law, executive orders, or regulations.

### External Liaison

The Corporate Equal Opportunity and Affirmative Action organization serves as AT&T's liaison with the national offices of organizations that focus on equal opportunity and affirmative action in employment. The regional Diversity/Affirmative Action Manager serves as liaison between this establishment and organizations such as the local chapters of the National Urban League Inc., National Organization of Women, and League of United Latin American Citizens.

Both minority and non-minority men and women are pictured in product and service advertising when employees or non-employees are depicted (See Section XI, Exhibit 2-11.)

### SECTION III

#### ROLES AND RESPONSIBILITIES

This section details the affirmative action responsibilities of AT&T executives, the Corporate Equal Opportunity and Affirmative Action organization, the CCS Headquarters Staff Establishment EO/AA organization, any other organizations within the Company having EO/AA responsibilities, all management personnel, and all AT&T employees.

#### AT&T Corporate Senior Management

The Chairman and Chief Executive Officer has overall responsibility and accountability for AT&T's company-wide Equal Opportunity Policy and all Establishment Affirmative Action Programs. The Senior Vice President - Human Resources is responsible for the Corporate implementation, staff administration, and support of EO/AA policy and programs. For administrative purposes this officer delegates responsibility for various functions to specific individuals within the corporation.

#### Corporate Equal Opportunity and Affirmative Action Organization

The Human Resources Vice President - Employee Resources and Development is responsible for the formulation of policy, plans and activities, the review of progress and the initiation of corrective action, when required.

For administrative purposes, the Human Resources Vice President - Employee Resources and Development has delegated responsibility and authority for initiating and/or coordinating corporate equal opportunity/affirmative action activities to members of the Equal Opportunity and Affirmative Action organization. These responsibilities include, but are not limited to:

- o Advising and assisting Establishments in the preparation of Affirmative Action Programs that comply with the Standard Affirmative Action Format ("SAAF") agreement between AT&T and the U.S. Department of Labor
- o Developing and interpreting AT&T EO/AA policy and procedures in accordance with government regulations and the SAAF
- o Ensuring that Corporate personnel and employment practices are consistent with the equal opportunity and affirmative action policy
- o Communicating EO policy and developments to all EO/AA-designated managers throughout the Company and supporting their efforts to implement this policy
- o Monitoring the Company's EO/AA performance and communicating appropriate information to upper levels of management and agencies of the federal government.

### Establishment Head

As the Establishment Head, President, Consumer Communications Services has overall responsibility and accountability for the implementation of the Company's EO policy in the Establishment and for the Establishment's Affirmative Action Program. For administrative purposes, this individual has assigned certain functions to employees within his/her organization and has appointed the Human Resources & Administration Staff Manager to serve as the Establishment's EO/AA Manager. Other responsibilities of the Establishment Head include:

- o Ensuring steps are taken to meet objectives for the Establishment
- o Fostering a supportive climate for minorities and women (as well as all other employees) to succeed and advance in the Establishment
- o Working with the EO/AA organization to develop activities to extend and fulfill the spirit as well as the letter of the Company's commitment
- o Participating in government compliance reviews when requested
- o Issuing the annual CCS Headquarters Staff Establishment EO/AA policy statement and ensuring that it is posted at all Establishment work locations.

### EO/AA Manager

The Human Resources & Administration Staff Manager and members of his/her organization have responsibilities which include, but are not limited to:

- o Developing and implementing the Establishment's Affirmative Action Program for Minorities and Women
- o Administering and disseminating AT&T's EO policy and AA programs
- o Monitoring the Establishment's EO/AA performance
- o Reporting affirmative action efforts and results to appropriate Establishment managers and Corporate Human Resources personnel
- o Assisting line managers in identifying problem areas, establishing goals and objectives where appropriate, and when necessary, developing and implementing corrective action programs
- o Ensuring that EO/AA counseling is available to all employees and that complaints filed internally are handled in a professional and timely manner
- o Ensuring that meetings are conducted with managers and supervisors to explain the Establishment's EO/AA policy and objectives and each employee's responsibilities thereunder

EO/AA Manager (continued)

- o Ensuring that managers' and supervisors' commitment, performance and results in meeting EO/AA objectives are included as part of their annual performance appraisal
- o Ensuring that all employees are encouraged to participate in Company-sponsored education, training, recreation and social activities and that career counseling is made available to all employees
- o Taking proper action to prevent harassment of employees on any basis, e.g., sexual harassment, racial harassment, or harassment because of age
- o Ensuring that the appropriate EO posters are available and properly displayed
- o Ensuring that all work areas, cafeterias, restrooms, recreation areas and other Establishment facilities are maintained on a desegregated basis
- o Ensuring that employment, transfer, promotion and compensation practices are administered in a manner consistent with the Company's EO policy.

Corporate Selection and Testing Division

The Corporate Selection and Testing Division is responsible for professionally developing, validating, and implementing tests and other selection procedures so that all AT&T selection procedures are job-related, do not unlawfully discriminate, and comply with appropriate legal requirements.

Benefits Organization

The AT&T Benefits Organization at the Corporate level develops employee benefits programs in such a manner as to conform to state and federal regulations. The Benefits group that administers employee benefits programs for employees in the Establishment is charged with ensuring that they are administered without unlawful discrimination.

Corporate Law Department

The Senior Vice President - Law and Government Affairs and local EO and Labor Relations attorneys are responsible for informing the designated EO/AA Managers of federal, state and local laws and regulations concerning equal employment opportunity and affirmative action.

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### Public Relations and Employee Information Organization

The Senior Vice President - Public Relations and Employee Information and members of the organization work with the Corporate Equal Opportunity and Affirmative Action organization, and local EO/AA Managers, to ensure that the Company's equal opportunity policy and affirmative action initiatives are routinely disseminated through internal and external media.

### Employment Organizations

The Employment Organizations charged with assuring that AT&T fulfills its hiring requirements (includes both the Corporate policy group and the group that serves the needs of the Establishment) have the following responsibilities:

- o Ensuring that recruiters actively seek minority and women candidates
- o Ensuring that recruiting schedules include visits to schools which have predominantly minority and/or women enrollments
- o Ensuring that minority and women employees participate in recruiting and related functions such as job fairs and career days aimed at the placement of minority and women applicants
- o Notifying in writing all recruiting sources, including appropriate state agencies, of AT&T's EO/AA commitment and requesting their assistance in referring candidates. Each recruiting organization maintains a file of these notices
- o Ensuring that all help wanted advertisements are free of race or sex references and, where no joint male/female heading is available, that ads are placed under both male and female columns. All job advertisements contain the phrase "An Equal Opportunity Employer"
- o Ensuring that all full- and part-time employment recruiters, as well as employment managers, are trained in nondiscriminatory interviewing techniques
- o Administering only those employment tests and other selection criteria and procedures that have been approved by the Corporate Selection and Testing Division
- o Ensuring that minority and women applicants are given equal consideration in hiring decisions
- o Ensuring that recruiters submit and retain documentation on applicants as prescribed by state and federal laws and AT&T policy
- o Maintaining records from which applicant flow reports can be generated to facilitate monitoring of the employment and hiring process.

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### Staffing Organizations

The Management and Occupational Staffing organizations are responsible for ensuring that in filling job vacancies from within AT&T's work force, the selection processes used operate without unlawful discrimination. (See Section VIII for a description of these processes.)

### Labor Relations Organization

It is the responsibility of the Labor Relations organization to ensure that the Company's commitment to EO/AA is communicated to union officials. A nondiscrimination clause is included in all collective bargaining agreements.

### AT&T Purchasing Activities

The Contract Services Organization has been assigned the chief responsibility for purchasing goods and/or services for AT&T and is charged with implementation of the Company's Minority and Women's Business Enterprise Program (MWBE). This program seeks to ensure that opportunity is afforded to minority and women-owned businesses to participate as suppliers, contractors and subcontractors.

All AT&T organizations are responsible for ensuring that the MWBE policy is carried out and that the program's philosophy is supported. Setting internal goals to utilize minority and women-owned businesses, maintaining quarterly expenditure reports and ensuring compliance with local, state and federal laws will ensure an effective program.

All organizations who procure any services/goods on behalf of AT&T are responsible for incorporating equal opportunity clauses in contracts and purchase orders as required by law and for obtaining the required certificates and agreements that subcontractors have non-segregated facilities, have filed all required compliance reports and have written affirmative action programs when required.

### Supervisors

All managers and supervisors have been and will continue to be reminded of their responsibilities to ensure equal opportunity for all employees. These responsibilities include, but are not necessarily limited to the following:

- o Familiarity with all EO information that is disseminated relevant to Corporate and Establishment EO policy and the Establishment's Affirmative Action Program
- o Furnishing subordinates with sufficient EO information to enable them to understand the Corporate and Establishment policy and the degree of the Company's commitment

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Supervisors (continued)

- o Ensuring that all subordinates are aware that AT&T is an equal opportunity employer and will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin; that any related harassment of employees is prohibited by Company policy and will be dealt with in a disciplinary manner
- o Observing for any EO problems that may be developing, or have developed, within their groups
- o Preventing unlawful discrimination or harassment among their subordinates
- o Assuring that no retaliatory action is taken against an employee who has either filed a complaint, or given evidence in support of a complaint, alleging employment discrimination
- o Awareness of any underutilization that has been identified within their Establishments as well as the goals established to correct underutilization
- o Evaluating the job-related qualifications (attained on and off the job) of all employees reporting to them, to be sure that minorities and women are given full opportunities for transfers and promotions
- o Providing or facilitating career counseling for subordinates
- o Consulting with the appropriate EO/AA Manager relative to existing or developing EO problems to determine the best course of action to take consistent with the Affirmative Action Program and AT&T's EO policy.

All Employees

While engaged in AT&T business, each employee will be held accountable for his or her behavior and for seeing that it is consistent with the Company's EO policy.

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## SECTION IV

### COMMUNITY ACTION PROGRAMS

AT&T participates in a number of community action programs designed to strengthen the social, economic and educational status of women and minorities. Some programs are national in scope and others are essentially local, serving only those communities near AT&T locations. This section includes Corporate contributions, and Corporate-wide community action programs, as well as programs which are specific to the CCS Headquarters Staff Establishment.

#### Corporate Contributions

AT&T, on a national basis through the AT&T Foundation, provides financial support to educational, cultural and community organizations whose work benefits the communities in which the Company operates (See Section XI, Exhibit 4-1.) Many of these contributions are designed to benefit minorities and women. The Company makes monetary contributions to both national and local minority and women's organizations, and to educational institutions that focus on minorities and women. In addition, the Company contributes to scholarship and fellowship programs for minority and women students.

Foundation contributions to education include support for the United Negro College Fund and for historically Black schools with engineering and science departments such as:

- o Atlanta University Center
- o Hampton University
- o Howard University School of Engineering
- o Jackson State University
- o North Carolina A&T State University
- o Prairie View A&M University
- o Southern University
- o Stevens Institute of Technology
- o Tennessee State University
- o Tuskegee University
- o Xavier University of Louisiana.

In addition, the Foundation supports the National Action Council for Minorities in Engineering, and a number of pre-college projects designed to improve the quality of education in inner city neighborhoods with high concentrations of minority students. Some of the projects supported in 1990 follow:



Corporate Contributions (continued)

- o Intercultural Development Research Association (IDRA), San Antonio, Texas - IDRA develops strategies to improve student retention rates for Hispanic and other minority students. The grant was for middle school intervention projects in Dallas and Houston
- o Florida Memorial College - Based in Miami, the school is the only historically Black college serving Southern Florida. Support was for a program to increase the number of teachers certified to teach math and computer science
- o Achievement Council - Grant was for a school improvement program for low achieving schools in Los Angeles, California
- o Arizona State University Hispanic Mother-Daughter Program - Women in the eighth grade were identified to expand their understanding of higher education, high school courses needed to get on a college entry path, and career opportunities. Mother and daughter teams attended the program at the university during the academic year. (See Section XI, Exhibit 4-2.)

In the area of support for the arts and culture, the Foundation, for example, provided a grant to the California Afro-American Museum in Los Angeles, California, for an artifacts exhibit of American and Brazilian artists of African heritage. Funding was also provided for a tour of works by Hispanic visual artists in Houston, Texas; Washington, DC; Miami, Florida; and Santa Fe, New Mexico.

The Foundation has initiated a medical scholarship program which provides grants to the nation's four minority medical schools. (See Section XI, Exhibit 4-3.) Each school has an AT&T Foundation Medical Scholarship endowed with over one million dollars. The schools involved are:

- o Drew Postgraduate Medical School
- o Howard University
- o Meharry Medical College
- o Morehouse School of Medicine.

### Corporate Programs

AT&T as a corporation, with assistance and support from local Establishments, participates in a number of special programs designed to enhance educational, social, economic and cultural opportunities for minorities and women.

INROADS is a program dedicated to recruiting talented minority youth. It prepares them for leadership positions in American corporations through a combination of training, mentoring, and meaningful work assignments. AT&T has participated in INROADS for many years and is currently active in 30 city chapters with 187 interns. In addition, 17 senior managers hold positions on various INROADS boards. (See Section XI, Exhibit 4-4.)

The Adopt-A-School program, implemented during 1987, has objectives to increase community involvement in school programs, improve academic opportunities for students, improve student performance, encourage students to attend college and prepare them for the working environment. During 1990, several elementary schools with predominantly minority student populations participated in the program.

AT&T participates in the National Urban League Black Executive Exchange Program (BEEP). This program is designed to offer an opportunity for dialogue between corporate and/or government executives and professionals and faculty and students at Black colleges and universities. AT&T representatives serve as visiting professors under the auspices of this program. In 1990, 97 AT&T executives and managers participated in BEEP seminars. (See Section XI, Exhibit 4-5.)

### National Minority Conventions

AT&T participates in at least eight national minority conventions in an effort to demonstrate AT&T's commitment to: (1) the organization and its goals, (2) providing the minority population of this country with another opportunity to learn about AT&T, and (3) enabling managers to learn about the organizations and communities represented. These conventions include: SER-Jobs for Progress, Inc. (SER); Opportunities Industrialization Centers (OIC); League of United Latin American Citizens (LULAC); National Association for the Advancement of Colored People (NAACP); National Council of La Raza (La Raza); the National Urban League (NUL); the Congressional Black Caucus (CBC) and the U.S. Hispanic Chamber of Commerce. (See Section XI, Exhibits 4-6.)

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Special Recognition Programs

AT&T participates in several special recognition programs for minorities and women. These provide the Company with an opportunity to recognize the achievements of outstanding employees and at the same time make contributions to organizations serving the educational, social and cultural needs of minorities and women. Among these programs are the Salute to Women Achievers, sponsored by the YMCA of the City of New York, and the National Salute to Black Achievers in Industry, sponsored by the Harlem Branch YMCA of the City of New York. (See Section XI, Exhibits 4-7 and 4-8.)

Local Efforts

CCS Headquarters Staff Establishment has actively recruited at targeted colleges in an effort to recruit a significant number of diverse candidates for future employment within the CCS organization. The recruiting efforts have resulted in candidates for full time employment as well as candidates for the summer internship program within CCS. Schools visited in 1990 are as follows:

Atlanta University  
Clark College  
Morehouse College  
Morris-Brown College  
Howard University  
Spelman College  
Tuskegee University  
New York University.

Involvement of Executives and Employees

Executives and employees of the CCS Headquarters Staff Establishment are involved and have leadership positions in the following organizations that are directly concerned with minority and women's issues:

Member	National Association of Female Executives	Professional organization that recognizes women in corporate world and their achievements
Contributor	Hale House of NY	
Contributor	Sponsor-a-Child Kansas Chapter	Provides food/clothing for a child in Ecuador
Coordinator	Summer Jobs for Youth	Assists young people in finding summer employment and affords them the opportunity to earn money and enhance job skills
Volunteer	Jersey Battered Women's Service	Answer hotline, assist, etc. to provide emotional support

Board of Directors	League of Women Voters of New Jersey	Promote political responsibility through informed and active participation of citizens in government and to act on chosen governmental issues
Contributor	United Negro College Fund	
Officer	Grecian Heritage Foundation "ORPHEUS" Inc.	Organization to discover, promote and preserve Greek and Greek-American cultural roots to the community and to education the public
Member	AT&T Alliance of Black Telecommunications Workers	Provide services to the community as well as educational assistance and funding for college scholarships
Contributor	Black United Fund Newark NJ Chapter	
Member	Hispanic Association of AT&T Employees	Provide services to community, inspire, mentor and serve as role model to Hispanic students
Member	National Association for the Advancement of Black People (NAACP)	Provide social, cultural, legal and educational services to the Black community
Contributor/Worker	Habitat for Humanity Morristown, NJ	Low-cost housing for minorities and disadvantaged provided by future tenants and volunteers
Secretary	Delta Mu Lambda Paterson, NJ	Group dedicated to manly deeds, scholarship and love for all people
Board Member	Black Executive Exchange Program (BEEP)	Provide inspiration to minority youth at black institutions, serve as role model

## SECTION V

### COMPLIANCE WITH OFCCP SEX DISCRIMINATION GUIDELINES

An analysis of the policies and practices in the Establishment reveals full adherence to the Office of Federal Contract Compliance Program's (OFCCP) Sex Discrimination Guidelines for government contractors.

AT&T and CCS Headquarters Staff Establishment, in conjunction with the responsible Employment Office(s), will continue to recruit individuals of both sexes for all jobs not covered by a bona fide occupational qualification. Whenever a newspaper has separate male and female columns, advertisements are placed under both columns. Advertisements in newspapers or other media include the phrase, "An Equal Opportunity Employer".

Collective bargaining agreements are consistent with written personnel policies and include an appropriate nondiscrimination clause. Seniority lists are maintained for all employees regardless of sex.

Employment opportunities, wage schedules, hours, employee fringe benefits, pensions, recreational programs and other conditions of employment are administered equally to both sexes.

Employees and applicants of both sexes are considered for all positions they are qualified to perform. Also, married and unmarried men and women are treated equally in all personnel actions.

Appropriate physical facilities are provided for employees and applicants of both sexes and do not present a barrier to employment of either sex.

State "protective" laws related to sex are not used as a basis for denying employment to any individual.

AT&T maintains an Anticipated Disability Program which complies fully with the Pregnancy Discrimination Act of 1978 and OFCCP's Sex Discrimination Guidelines. The Anticipated Disability Program consists of the following: a leave of absence for anticipated disability (employees on disability are guaranteed reinstatement to a job at the same salary classification and pay and in the same general geographic area); disability benefit payments (salary continuation) for eligible employees for any period of actual certified disability that occurs during leave; and a leave of absence (which can be taken by men or women) for the care of a newborn or newly adopted child.

AT&T and CCS Headquarters Staff Establishment maintain a Sexual Harassment Policy that prohibits sexual harassment in the workplace, whether committed by supervisory or nonsupervisory personnel. Specifically, no supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

Compliance with OFCCP's Sex Discrimination Guidelines (continued)

Other sexually harassing conduct in the workplace which may create an offensive work environment, whether it be in the form of physical or verbal harassment, and regardless of whether committed by supervisory or non-supervisory personnel, is also prohibited. This includes, but is not limited to, repeated offensive or unwelcome sexual flirtations, advances, propositions; continual or repeated verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; and the display in the workplace of sexually suggestive objects or pictures.

Sexual harassment in the workplace by any employee will result in disciplinary action up to and including dismissal and may lead to personal legal and financial liability. Employees are encouraged to avail themselves of AT&T's internal EO complaint procedures if they are confronted with sexual harassment or any other prohibited form of harassment. Such internal complaints will be promptly investigated, and corrective action will be taken where allegations are verified. No employee will suffer retaliation or intimidation as a result of utilizing the internal EO complaint procedure.

The overall objective of the CCS Headquarters Staff Establishment is to continue to afford equality of opportunity to all qualified women employees and applicants.

## SECTION VI

### UTILIZATION ANALYSIS

The Utilization Analysis for the AT&T CCS Headquarters Staff Establishment is prepared to meet standards required by Revised Order No. 4, Title 41 CFR 60-2.11. The Utilization Analysis consists of the following components: Work Force Analysis, Standardized Job Groups, Availability Analysis, and Determining Underutilization.

#### Work Force Analysis

The Work Force Analysis contains a listing of each job title ranked from the lowest paid to the highest paid within each directorate organizational unit. For each job title, the total incumbents, by race and sex and total men and women, are listed. For occupational (non-management) titles, the minimum and maximum wage rates are given. For management title, a salary grade (or equivalent) is given.

#### Race Groups

The concept of race, as used by the Equal Employment Opportunity Commission (EEOC), does not denote a clear-cut scientific definition of anthropological origins. Therefore, for reporting purposes, an employee may be included in the group to which he or she appears to belong. The following classifications will be used to identify race throughout Section VI and VII. (The category Hispanic, while not a race identification, is included as a separate ethnic category because of the employment discrimination often encountered by this group.)

Race Groups (continued)

The following race/ethnic categories, as published by the Equal Employment Opportunity Commission (EEOC), are used:

<u>Race/Ethnic Category</u>	<u>Groups Included</u>
White (Not of Hispanic Origin)	All persons having origins in any of the original peoples of Europe, North Africa or the Middle East
Black (Not of Hispanic Origin)	All persons having origins in any of the Black racial groups of Africa
Asian or Pacific Islander	All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa. (The Indian Subcontinent includes the countries of India, Pakistan, Bangladesh, Sri Lanka, Nepal, Sikkim and Bhutan)
American Indian or Alaskan Native	All persons having origins in any of the original peoples of North America (including Alaskan natives), and who maintain cultural identification through tribal affiliation or community recognition
Hispanic	All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race. (Only those persons from Central and South American countries who are of Spanish origin, descent, or culture should be included in this category. Persons from Brazil, Guyana, Surinam, or Trinidad for example, would be classified according to their race and would not necessarily be included in the Hispanic category. In addition, the category does not include persons from Portugal, who should be classified according to race.)



### Standardized Job Groups

All jobs within the CCS Headquarters Staff Establishment are aggregated into Standardized Job Groups (SJGs) for the purposes of conducting availability and utilization analyses. This aggregation is made on a basis which reasonably reflects the Establishment's occupational and organizational structure and comports with the regulatory requirements of Title 41 CFR 60-2.11(b) which states that a job group is "one or a group of jobs having similar content, wage rates and opportunities".

Standardized Job Groups for AT&T have been negotiated with and approved by the Office of Federal Contract Compliance Programs (OFCCP). The following criteria were considered in establishing the SJGs:

- o Job Content
- o Wage Rates
- o Career Opportunities
- o Group Size
- o EEO-1 Categories.

### Availability Analysis

An availability analysis (Title 41 CFR 60-2.11(b)) is a determination by race and sex of the percentage of qualified persons available in the work force and/or relevant labor market.

AT&T provides telecommunications services throughout the United States, and, as such, requires particular skill and experience levels not found uniformly throughout the population or labor force. Consequently, in most instances data that is overly broad, without occupational detail, is not useful in developing relevant availability. Availability data is developed for total minorities and total women for each Standardized Job Group within the CCS Headquarters Staff Establishment. We have considered the applicability of the eight factors specified in Title 41 CFR 60-2.11(b) (1) and (2), respectively.

Five of the eight factors are not used in the actual availability calculations. These five factors have generally been deemed inappropriate in most circumstances and are not used by AT&T for the following reasons:

Availability Analysis (continued)

- o Factor One - The minority population of the labor area surrounding the facility (Title 41 CFR 60-2.11(b)(1)(i)). The availability of women seeking employment in the labor area or recruitment area of the contractor (Title 41 CFR 60-2.11(b)(2)(v)).

Both elements of this factor are usually represented by population data. Population data is overly broad, since such data includes persons not in the labor force or not looking for work, i.e., military personnel, those persons in institutions, etc. This data does not give definitive indications of skills and experience level.

- o Factor Two - The size of the minority unemployment force in the labor area surrounding the facility (Title 41 CFR 60-2.11(b)(1)(ii)). The size of the female unemployment force in the labor area surrounding the facility (Title 41 CFR 60-2.11(b)(2)(i)).

Unemployment data does not give any indication of the skill, experience or interest levels of those persons included in the unemployment figures. Therefore, this data is too ambiguous to provide meaningful indications of the women and minorities available to work.

- o Factor Three - The percentage of the minority work force as compared with the total work force in the immediate labor area (Title 41 CFR 60-2.11(b)(1)(iii)). The percentage of the female workforce as compared with the total work force in the immediate labor area (Title 41 CFR 60-2.11(b)(2)(ii)).

The work force is generally represented by Civilian Labor Force or Experienced Civilian Labor Force data as defined by the United States Bureau of the Census. While this data represents those persons employed or looking for work, there is no indication of the interest or experience level of the persons reported. Thus, work force or civilian labor force data does not distinguish between the different types of experiences a person brings to the marketplace which would enhance his/her prospects for employment in a particular job.

- o Factor Four - The existence of training institutions capable of training persons in the requisite skills (Title 41 CFR 60-2.11(b)(1)(vii) and (2)(vii)).

Finding data that accurately represents the percentages of women and minorities available from training institutions is an inexact task. Also, it is often difficult to reasonably map courses taught by these institutions to actual job group skill requirements.

Availability Analysis (continued)

- o Factor Five - The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities (Title 41 CFR 60-2.11(b)(1)(vii)). The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to women (Title 41 CFR 60-2.11(b)(2)(viii)).

In AT&T, training relevant for making an employee "available" for a job generally takes place after the individual has been placed in a particular job title. Consequently, such training is reflected in the factors indicating those women and minorities promotable and transferable (Title 41 CFR 60-2.11(b)(1)(vi) and (2)(vi)).

Following are the three factors which AT&T has deemed relevant for calculating availability:

- o Factor One - The general availability of minorities having requisite skills in the immediate labor area (Title 41 CFR 60-2.11(b)(1)(iv)). The general availability of women having requisite skills in the immediate labor area (Title 41 CFR 60-2.11(b)(2)(iii)).
- o Factor Two - The availability of minorities having requisite skills in an area in which the contractor can reasonably recruit (Title 41 CFR 60-2.11(b)(1)(v)). The availability of women having requisite skills in an area in which the contractor can reasonably recruit (Title 41 CFR 60-2.11(b)(2)(iv)).
- o Factor Three - The availability of promotable and transferable minorities within the contractor's organization (Title 41 CFR 602.11(b)(1)(vi)). The availability of promotable and transferable female employees within the contractor's organization (Title 41 CFR 60-2.11(b)(2)(vi)).

Information relating to the requisite skill factors has been derived from occupational data compiled by the Bureau of the Census, and statistically updated and accessed through the HRIN System.

For most Standardized Job Groups, the requisite skill data will be the grouping of Census occupational categories which most directly relate to the applicable EEO-1 category for the job group. In some job groups, a specific occupational title or group of titles may be more appropriate.

Educational data compiled by the Department of Education reflecting the percentages of minorities and women upon whom degrees were conferred is used for those job groups which are filled entirely or in part by hires of recently graduated individuals.

#### Availability Analysis (continued)

When vacancies in job groups are filled through promotions or transfers, the Establishment analyzes historical movement to identify the feeder job groups; i.e., those job groups from which movement generally occurs. Where such historical movement is not predictive of future movement, anticipated movement between job groups is used. The representation of minorities and women in the feeder job groups is used to determine availability percentages.

Availability is calculated based on the premise that all inward movement into a job group occurs under normal business conditions (i.e., the possibility of abnormal forced movement as a result of such considerations as force reductions is not normally considered).

Where job groups are filled through a combination of new hires and current employees from other job groups, external and internal availability factors are combined into a single availability value by weighting each factor by its historical or anticipated contribution to the job group.

#### Underutilization Analysis

Pursuant to Title 41 CFR 60.2.11(b) underutilization is defined as having fewer minorities or women in a particular job group than would reasonably be expected by their availability. As specified in the AT&T Standard Affirmative Action Format agreement, underutilization will be declared when the difference between availability and underutilization meets or exceeds the five percent level of statistical significance.

This "Underutilization Analysis" is part of the Affirmative Action Program prepared to meet standards required by Revised Order No.4. The terms "Underutilized" and "Availability" are used solely in the context of the Affirmative Action Program for the purpose of complying with affirmative action objectives of such Order. They have no meaning for any other purpose.

When underutilization is determined to exist in a job group, a goal must be established to address such underutilization. A determination of underutilization, however, is not the same as a finding of unlawful discrimination.

The results of this analysis are provided in Section VII - Establishment of Goals and Timetables.

ESTABLISHMENT: GL

AT&T MANAGEMENT WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

000656

TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN				
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN	
INFO MGMT MEMBER	SG04	0	1	1	0	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION :	X8G2	0	1	1	0	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	0	1	1	0	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION :	X8N3	0	1	1	0	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG10	0	1	1	0	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	0	1	1	0	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	1	1	2	0	0	0	0	0	1	0	0	0
SECRETARY	SG03	0	1	1	0	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION :	1A10	1	4	5	0	0	0	0	0	1	0	0	0
DIRECTOR	SG12	1	0	1	0	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG10	1	1	2	0	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG09	0	1	1	0	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	5	3	8	0	0	0	0	0	0	0	0	0
STAFF MANAGER	SG06	7	7	14	2	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	1	2	3	0	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG02	0	1	1	0	0	0	0	0	0	0	0	0
SUPERVISOR	SG02	0	1	1	0	0	0	0	0	0	0	0	0
SECRETARY	SG01	0	1	1	0	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION :	1A11	15	17	32	2	0	0	0	0	0	0	0	0

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AT&T MANAGEMENT WORK FORCE ANALYSIS  
CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN			
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
DISTRICT MANAGER	SG08	1	0	1	1	0	0	0	0	0	0	0
STAFF MANAGER	SG06	1	0	1	1	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A18		2	1	3	2	0	0	0	0	0	0	0
STAFF MANAGER	SG06	0	1	1	0	0	0	0	1	0	0	0
STAFF SUPERVISOR	SG04	1	1	2	0	0	0	0	0	0	0	0
SECRETARY	SG3A	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A20		1	3	4	0	0	0	0	1	0	0	0
DIVISION MANAGER	SG09	1	0	1	1	0	0	0	0	0	0	0
MANAGER	SG06	2	4	6	0	0	0	0	0	0	0	0
PROJECT MANAGER	SG06	0	1	1	0	0	0	0	0	0	0	0
SALES MANAGER	SG06	0	1	1	0	0	0	0	1	0	0	0
STAFF MANAGER	SG06	0	2	2	0	0	0	0	0	0	0	0
MANAGER	SG05	3	0	3	0	0	0	0	0	0	0	0
SPECIALIST	SG05	1	0	1	0	0	0	0	0	0	0	0
STAFF MANAGER	SG05	1	0	1	0	0	0	0	0	0	0	0
ASSISTANT MANAGER	SG04	3	7	10	0	0	0	0	2	1	0	0
STAFF SUPERVISOR	SG04	23	44	67	2	0	0	1	14	2	0	0
SUPERVISOR	SG04	5	6	11	0	1	0	0	0	0	0	0
STAFF SUPERVISOR	SG03	0	1	1	0	0	0	0	1	0	0	0
SUPERVISOR	SG02	2	3	5	0	0	0	0	1	0	0	0
** TOTAL ORGANIZATION : 1A21		41	69	110	3	1	0	1	19	3	0	0

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000657

ESTABLISHMENT: GL

AT&T MANAGEMENT WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN			
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	A1/AN	BLACK	HISP	A/PI	A1/AN
DIRECTOR	SG12	1	0	1	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG10	3	0	3	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	6	6	12	0	0	0	0	0	1	0	0
DISTRICT MANAGER	SG07	1	1	2	0	0	0	0	0	0	0	0
INFO MGMT SR SPECIALIST	SG06	9	1	10	0	0	0	0	0	0	0	0
MANAGER	SG06	12	5	17	0	0	0	0	0	0	0	0
STAFF MANAGER	SG06	36	27	63	2	0	2	1	2	2	2	0
INFO MGMT SPECIALIST	SG05	6	7	13	0	0	0	0	0	0	0	0
MANAGER	SG05	4	0	4	0	0	0	0	0	0	0	0
SPECIALIST	SG05	48	35	83	2	1	2	0	0	0	7	0
STAFF MANAGER	SG05	1	1	2	0	0	0	0	0	0	0	0
ANALYSIST	SG04	1	1	2	0	0	0	0	0	1	0	0
ASSISTANT MANAGER	SG04	1	0	1	0	0	0	0	0	0	0	0
ASSISTANT STAFF MANAGER	SG04	4	0	4	0	1	0	0	0	0	0	0
INFO MGMT MEMBER	SG04	196	153	349	8	8	24	0	17	6	17	0
PROJECT SUPERVISOR	SG04	2	1	3	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	13	35	48	1	1	0	0	5	0	1	0
SUPERVISOR	SG04	3	4	7	0	0	1	0	0	0	0	0
STAFF SUPERVISOR	SG03	4	6	10	1	0	0	0	2	0	0	0
ASSOCIATE MANAGER	SG02	0	1	1	0	0	0	0	0	0	0	0
ASSOCIATE STAFF MANAGER	SG02	0	1	1	0	0	0	0	0	0	0	0
INFO MGMT ASSOC MEMBER	SG02	91	59	150	5	5	12	0	7	0	12	0
STAFF SUPERVISOR	SG02	1	16	17	0	0	0	0	2	0	0	0
SUPERVISOR	SG02	0	3	3	0	0	0	0	0	0	0	0
SECRETARY	SG01	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A22		443	364	807	19	16	41	1	35	10	39	0

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ESTABLISHMENT: GL

AT&T MANAGEMENT WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	SG	ALL EMPLOYEES			-----MINORITY MEN-----				-----MINORITY WOMEN-----			
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
BRANCH MANAGER	SG10	1	0	1	0	0	0	1	0	0	0	0
STAFF MANAGER	SG07	0	1	1	0	0	0	0	0	0	0	0
STAFF MANAGER	SG06	0	1	1	0	0	0	0	0	0	0	0
ZONE MANAGER	SG06	1	0	1	0	0	0	0	0	0	0	0
ASSISTANT MANAGER	SG04	1	2	3	0	0	0	0	0	0	0	0
ASSISTANT STAFF MANAGER	SG04	0	1	1	0	0	0	0	0	0	1	0
ASSISTANT MANAGER	SG03	0	1	1	0	0	0	0	0	1	0	0
GROUP MANAGER	SG03	0	3	3	0	0	0	0	0	0	1	0
STAFF SUPERVISOR	SG03	0	1	1	0	0	0	0	0	0	1	0
ADMINISTRATIVE SUPVR.	SG02	0	1	1	0	0	0	0	0	0	1	0
** TOTAL ORGANIZATION : 1A24		3	11	14	0	0	0	1	0	1	4	0
DIVISION MANAGER	SG11	1	0	1	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	1	0	1	0	0	0	0	0	0	0	0
MANAGER	SG06	0	1	1	0	0	0	0	0	0	1	0
STAFF MANAGER	SG06	3	0	3	0	1	0	0	0	0	0	0
ANALYST	SG04	0	1	1	0	0	0	0	0	0	1	0
** TOTAL ORGANIZATION : 1A25		5	2	7	0	1	0	0	0	0	2	0

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AT&T MANAGEMENT WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN				
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN	
DIVISION MANAGER	SG10	0	1	1	0	0	0	0	0	0	0	0	U
DIVISION MANAGER	SG09	1	0	1	1	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	1	0	1	0	0	0	0	0	0	0	0	0
MANAGER	SG06	0	2	2	0	0	0	0	0	0	0	0	0
SALES MANAGER	SG06	1	0	1	0	0	0	0	0	0	0	0	0
STAFF MANAGER	SG06	4	8	12	0	0	0	0	0	0	0	0	0
ACCOUNT MANAGER	SG04	4	11	15	1	0	0	0	2	0	0	0	0
ASSISTANT MANAGER	SG04	2	7	9	1	0	0	0	0	0	0	0	0
ASSISTANT STAFF MANAGER	SG04	1	5	6	0	0	0	0	2	0	0	0	0
ASSOCIATE MANAGER	SG04	1	0	1	1	0	0	0	0	0	0	0	0
ASST. STAFF SUPERVISOR	SG04	1	0	1	0	0	0	0	0	0	0	0	0
MANAGER	SG04	0	2	2	0	0	0	0	0	0	0	0	0
SERVICES MANAGER	SG04	1	0	1	0	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	10	13	23	4	0	0	0	5	0	0	0	0
SUPERVISOR	SG04	5	8	13	2	1	0	0	3	2	0	0	0
ASSISTANT MANAGER	SG02	1	2	3	0	0	0	0	0	0	0	0	0
ASSOC ACCT EXECUTIVE	SG02	1	0	1	0	0	0	0	0	0	0	0	0
ASSOCIATE MANAGER	SG02	2	7	9	1	0	0	0	2	0	0	0	0
STAFF SUPERVISOR	SG02	0	2	2	0	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A27		36	68	104	11	1	0	0	14	2	0	0	
DIVISION MANAGER	SG10	1	0	1	0	1	0	0	0	0	0	0	U
DISTRICT MANAGER	SG08	5	1	6	0	0	0	0	0	0	0	0	0
MANAGER	SG06	1	3	4	0	0	0	0	1	0	0	0	0
STAFF MANAGER	SG06	6	12	18	0	0	0	0	2	0	0	0	0
ASSISTANT STAFF MANAGER	SG04	0	1	1	0	0	0	0	0	0	0	0	0
INFO MGMT MEMBER	SG04	1	0	1	0	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	1	5	6	0	0	0	0	0	0	0	0	1
** TOTAL ORGANIZATION : 1A28		15	22	37	0	1	0	0	3	0	0	0	1

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000669

ESTABLISHMENT: GL

AT&T MANAGEMENT WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN			
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
DIRECTOR	SG12	1	0	1	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG10	1	1	2	1	0	0	0	0	0	0	0
DISTRICT MANAGER	SG09	0	1	1	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG09	1	0	1	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	5	2	7	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG07	0	1	1	0	0	0	0	0	0	0	0
MANAGER	SG07	1	0	1	0	0	0	0	0	0	0	0
MANAGER	SG06	3	3	6	0	0	0	0	0	0	0	0
SALES MANAGER	SG06	1	0	1	0	0	0	0	0	0	0	0
STAFF MANAGER	SG06	17	12	29	1	0	0	0	0	0	1	0
ACCOUNT MANAGER	SG05	0	1	1	0	0	0	0	0	0	0	0
MANAGER	SG05	1	2	3	0	0	0	0	0	0	0	0
OPERATIONS MANAGER	SG05	0	1	1	0	0	0	0	0	0	0	0
PROJECT MANAGER	SG05	1	0	1	0	0	0	0	0	0	0	0
STAFF MANAGER	SG05	3	2	5	0	0	0	0	0	0	0	0
ACCOUNT MANAGER	SG04	0	1	1	0	0	0	0	0	0	0	0
ANALYST	SG04	1	0	1	1	0	0	0	0	0	0	0
ASSISTANT MANAGER	SG04	2	2	4	0	0	0	0	0	0	0	0
ASSISTANT STAFF MANAGER	SG04	0	2	2	0	0	0	0	1	0	0	0
ASSOCIATE MANAGER	SG04	0	1	1	0	0	0	0	0	0	0	0
INFO MGMT MEMBER	SG04	1	0	1	0	0	0	0	0	0	0	0
INFO MGMT SPECIALIST	SG04	0	1	1	0	0	0	0	0	0	0	0
MANAGER	SG04	0	1	1	0	0	0	0	0	0	0	0
OPERATIONS SUPERVISOR	SG04	0	1	1	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	13	15	28	1	1	0	0	1	0	1	0
SUPERVISOR	SG04	7	3	10	0	1	1	0	1	0	1	0
SECRETARY	SG3A	0	1	1	0	0	0	0	0	0	0	0
ADMINISTRATION MANAGER	SG03	0	1	1	0	0	0	0	1	0	0	0
ADMINISTRATIVE SUPVR.	SG03	0	1	1	0	0	0	0	0	0	0	0
ASSISTANT MANAGER	SG03	1	2	3	0	1	0	0	0	1	0	0
MANAGER	SG03	1	3	4	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG03	3	3	6	0	1	1	0	0	0	0	0
SUPERVISOR	SG03	1	7	8	0	0	0	0	1	0	0	0

AT&T PROPRIETARY (RESTRICTED)  
 SOLELY FOR AUTHORIZED PERSONS HAVING A NEED TO KNOW PURSUANT TO COMPANY INSTRUCTIONS

000661

ESTABLISHMENT: GL

AT&T MANAGEMENT WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN			
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
ADMINISTRATIVE ASSIST.	SG02	0	1	1	0	0	0	0	1	0	0	0
ASSISTANT STAFF MANAGER	SG02	0	1	1	0	0	0	0	0	0	0	0
ASSOCIATE	SG02	1	0	1	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG02	0	3	3	0	0	0	0	1	0	0	0
SUPERVISOR	SG02	2	1	3	0	0	0	0	1	0	0	0
STAFF SUPERVISOR	SG01	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A30		68	78	146	4	4	2	0	7	2	2	0
DIRECTOR	SG12	1	0	1	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	4	1	5	0	0	0	0	0	0	0	0
STAFF MANAGER	SG06	12	8	20	1	0	0	0	1	0	0	0
STAFF MANAGER	SG05	0	1	1	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	0	4	4	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG03	0	1	1	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG02	0	3	3	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A31		17	18	35	1	0	0	0	1	0	0	0

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ESTABLISHMENT: GL

AT&T MANAGEMENT WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN			
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
DIRECTOR	SG13	1	0	1	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG10	2	0	2	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG09	0	1	1	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	11	3	14	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG07	0	1	1	0	0	0	0	0	0	0	0
STAFF MANAGER	SG06	42	21	63	2	0	3	0	0	2	1	0
STAFF MANAGER	SG05	6	1	7	1	0	1	0	0	0	0	0
ASSISTANT STAFF MANAGER	SG04	1	0	1	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	21	30	51	0	0	1	0	1	0	5	0
SUPERVISOR	SG04	0	1	1	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG03	1	1	2	1	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG02	1	2	3	0	0	0	0	1	0	0	0
STAFF SUPERVISOR	SG01	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A32		86	62	148	4	0	5	0	2	2	6	0
DIRECTOR	SG12	1	0	1	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG09	1	1	2	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	3	0	3	0	0	0	0	0	0	0	0
MANAGER	SG06	2	0	2	0	0	0	0	0	0	0	0
STAFF MANAGER	SG06	8	8	16	0	0	0	0	1	0	0	0
STAFF MANAGER	SG05	1	0	1	0	0	0	0	0	0	0	0
ASSISTANT STAFF MANAGER	SG04	0	3	3	0	0	0	0	0	1	0	0
STAFF SUPERVISOR	SG04	8	12	20	1	0	0	0	1	0	0	0
SUPERVISOR	SG04	1	1	2	0	0	0	0	0	0	0	0
SUPERVISOR	SG02	0	1	1	0	0	0	0	0	0	0	0
SECRETARY	SG01	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A33		25	27	52	1	0	0	0	2	1	0	0

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AT&T MANAGEMENT WORK FORCE ANALYSIS  
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TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN			
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
DIRECTOR	SG12	1	0	1	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG11	1	0	1	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG10	1	1	2	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG09	1	1	2	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	6	9	15	0	0	0	0	0	0	0	0
MANAGER	SG06	1	5	6	0	0	0	0	0	0	0	0
OPERATIONS MANAGER	SG06	1	0	1	0	0	0	0	0	0	0	0
STAFF MANAGER	SG06	19	51	70	0	0	1	0	0	1	1	0
STAFF MANAGER	SG05	1	2	3	0	0	1	0	0	0	0	0
ACCOUNT EXECUTIVE	SG04	0	1	1	0	0	0	0	0	0	0	0
ASSISTANT MANAGER	SG04	2	1	3	0	0	0	0	0	0	0	0
ASSISTANT STAFF MANAGER	SG04	2	2	4	0	0	1	0	1	0	0	0
ASSOCIATE MANAGER	SG04	1	0	1	0	0	0	0	0	0	0	0
MANAGER	SG04	1	0	1	0	0	0	0	0	0	0	0
SPECIALIST	SG04	0	1	1	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	64	155	219	5	3	0	0	13	2	4	0
SUPERVISOR	SG04	1	2	3	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG03	2	7	9	0	0	0	0	1	1	0	0
SUPERVISOR	SG03	0	2	2	0	0	0	0	0	0	0	0
ASSISTANT STAFF MANAGER	SG02	0	1	1	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG02	4	15	19	0	0	0	0	1	0	1	0
SUPERVISOR	SG02	0	3	3	0	0	0	0	1	0	0	0
SECRETARY	SG01	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A34		109	260	369	5	3	3	0	17	4	6	0

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AT&T MANAGEMENT WORK FORCE ANALYSIS  
CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN			
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
DIRECTOR	SG13	1	0	1	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG10	1	1	2	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	4	3	7	0	0	0	0	1	0	0	0
MANAGER	SG06	1	0	1	0	0	0	0	0	0	0	0
PURCHASING	SG06	0	1	1	0	0	0	0	0	0	0	0
STAFF MANAGER	SG06	10	19	29	0	0	0	0	2	0	0	0
ZONE MANAGER	SG06	1	0	1	0	0	0	0	0	0	0	0
STAFF MANAGER	SG05	1	3	4	0	0	0	0	0	0	0	0
INFO MGMT MEMBER	SG04	0	1	1	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	9	19	28	1	0	0	0	1	0	0	0
STAFF SUPERVISOR	SG02	0	2	2	0	0	0	0	0	0	0	0
SECRETARY	SG01	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION :	1A35	28	50	78	1	0	0	0	4	0	0	0

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ESTABLISHMENT: GL

AT&T MANAGEMENT WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN			
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
DIRECTOR	SG12	1	0	1	0	0	0	0	0	0	0	0
DIVISION MANAGER	SG09	1	0	1	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	6	1	7	0	0	0	0	0	0	0	0
MANAGER	SG06	3	6	9	0	0	0	0	0	0	0	0
OPERATIONS MANAGER	SG06	3	1	4	0	0	0	0	0	1	0	0
SALES MANAGER	SG06	4	4	8	0	0	0	0	0	0	0	0
STAFF MANAGER	SG06	14	8	22	1	1	0	0	0	0	0	0
ACCOUNT EXECUTIVE	SG05	1	0	1	1	0	0	0	0	0	0	0
MANAGER	SG05	1	0	1	0	0	0	0	0	0	0	0
STAFF MANAGER	SG05	1	0	1	0	1	0	0	0	0	0	0
ACCOUNT EXECUTIVE	SG04	12	13	25	0	0	0	0	2	1	0	0
ACCOUNT MANAGER	SG04	1	2	3	0	0	0	0	0	0	0	0
ACCT EXEC ACCT MGMT	SG04	4	3	7	0	0	1	0	1	0	0	0
ASSISTANT MANAGER	SG04	5	6	11	1	0	0	0	0	0	0	0
ASSISTANT STAFF MANAGER	SG04	1	0	1	0	0	0	0	0	0	0	0
ASSOC ACCT EXECUTIVE	SG04	0	1	1	0	0	0	0	0	0	0	0
MANAGER	SG04	6	11	17	0	2	0	0	1	1	0	0
OPERATIONS SUPERVISOR	SG04	0	1	1	0	0	0	0	0	0	0	0
PROJECT MANAGER	SG04	0	1	1	0	0	0	0	0	0	0	0
STAFF STUDIES ASSISTANT	SG04	0	1	1	0	0	0	0	1	0	0	0
STAFF SUPERVISOR	SG04	36	49	85	4	0	0	0	7	2	1	0
SUPERVISOR	SG04	4	16	20	0	0	0	0	3	1	0	0
ASSISTANT MANAGER	SG03	1	2	3	0	0	0	0	0	0	0	0
ASSOC ACCT EXECUTIVE	SG03	7	11	18	0	0	0	0	3	0	0	0
GROUP MANAGER	SG03	1	0	1	0	0	0	0	0	0	0	0
SPECIALIST	SG03	7	4	11	1	0	0	0	2	0	0	0
STAFF SUPERVISOR	SG03	4	24	28	1	0	0	0	6	0	2	0
SUPERVISOR	SG03	9	17	26	0	2	0	0	1	3	0	0
STAFF SUPERVISOR	SG02	2	2	4	0	0	0	0	0	0	0	0
SECRETARY	SG01	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION :	1A36	135	185	320	9	6	1	0	27	9	4	0

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ESTABLISHMENT: GL

AT&T MANAGEMENT WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN			
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AH	BLACK	HISP	A/PI	AI/AH
DIVISION MANAGER	SG12	1	0	1	0	0	0	0	0	0	0	0
DISTRICT MANAGER	SG08	7	2	9	0	0	0	0	0	0	0	0
MANAGER	SG06	3	7	10	1	0	0	0	0	0	0	1
STAFF MANAGER	SG06	12	14	26	0	1	0	0	1	0	0	0
ASSISTANT MANAGER	SG04	5	9	14	1	0	0	0	1	1	0	0
ASSISTANT STAFF MANAGER	SG04	15	26	41	2	1	1	0	4	1	0	0
ASSOCIATE MANAGER	SG04	0	1	1	0	0	0	0	0	0	0	0
ASSOCIATE STAFF MANAGER	SG04	0	1	1	0	0	0	0	0	0	0	0
MANAGER	SG04	1	0	1	0	0	0	0	0	0	0	0
STAFF SUPERVISOR	SG04	7	4	11	1	1	0	0	0	0	0	0
SUPERVISOR	SG04	4	11	15	0	1	0	0	3	0	0	0
ASST. STAFF SUPERVISOR	SG03	0	1	1	0	0	0	0	1	0	0	0
SUPERVISOR	SG03	0	2	2	0	0	0	0	1	0	0	0
ASSISTANT MANAGER	SG02	0	1	1	0	0	0	0	0	0	0	0
ADMINISTRATIVE ASSIST.	SG01	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION :	1A41	55	80	135	5	4	1	0	11	2	0	1
*** TOTAL ESTABLISHMENT :	GL	1108	1363	2471	68	37	54	3	148	37	64	2

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ESTABLISHMENT: GL

AT&T OCCUPATIONAL WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	MIN	MAX	ALL EMPLOYEES			---MINORITY MEN---				---MINORITY WOMEN---			
			MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
REPORTS CLERK	208.00	537.50	0	1	1	0	0	0	0	1	0	0	0
** TOTAL ORGANIZATION : XB86			0	1	1	0	0	0	0	1	0	0	0
SENIOR RECORDS CLERK	229.50	537.50	0	2	2	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A11			0	2	2	0	0	0	0	0	0	0	0
REPORTS CLERK	208.00	537.50	0	8	8	0	0	0	0	4	0	0	0
SPEC REPORTS CLERK	229.50	575.00	0	3	3	0	0	0	0	2	0	0	0
SENIOR RECORDS CLERK	229.50	537.50	0	4	4	0	0	0	0	2	0	0	0
** TOTAL ORGANIZATION : 1A12			0	15	15	0	0	0	0	8	0	0	0
SENIOR RECORDS CLERK	229.50	537.50	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A13			0	1	1	0	0	0	0	0	0	0	0
SENIOR RECORDS CLERK	229.50	537.50	0	1	1	0	0	0	0	1	0	0	0
** TOTAL ORGANIZATION : 1A16			0	1	1	0	0	0	0	1	0	0	0
OPERATOR	234.50	449.00	0	1	1	0	0	0	0	0	0	1	0
** TOTAL ORGANIZATION : 1A20			0	1	1	0	0	0	0	0	0	1	0

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ESTABLISHMENT: GL

AT&T OCCUPATIONAL WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	MIN	MAX	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN			
			MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
SR.OFFICE CLERK	219.00	432.50	2	22	24	0	0	0	0	6	0	0	0
OFFICE CLERK	219.00	407.50	3	12	15	1	1	0	0	5	0	0	0
ACCOUNT REPRESENTATIVE	229.00	468.00	61	274	335	17	2	0	0	118	13	1	2
SPEC REPORTS CLERK	229.50	575.00	0	1	1	0	0	0	0	1	0	0	0
** TOTAL ORGANIZATION : 1A21			66	309	375	18	3	0	0	130	13	1	2
REPORTS CLERK	208.00	537.50	4	23	27	0	0	1	0	3	1	1	0
RECORDS CLERK - C	213.00	496.50	7	12	19	0	0	1	0	3	0	0	0
SR.OFFICE CLERK	219.00	432.50	0	1	1	0	0	0	0	1	0	0	0
TELEMARKETING SALES REP	219.00	413.50	7	0	7	5	0	0	0	0	0	0	0
ACCOUNT REPRESENTATIVE	229.00	468.00	6	6	12	6	0	0	0	5	0	0	0
SPEC REPORTS CLERK	229.50	575.00	1	4	5	0	0	0	0	0	0	0	0
SENIOR RECORDS CLERK	229.50	537.50	1	30	31	0	0	0	0	10	1	0	0
SR DATA PROCESS CLERK	229.50	524.50	0	1	1	0	0	0	0	0	0	0	0
CLERICAL ASST	230.00	570.00	1	12	13	0	0	0	0	5	1	0	0
COMMUNICATIONS TECH	265.00	672.00	22	2	24	0	4	0	0	1	0	0	0
** TOTAL ORGANIZATION : 1A22			49	91	140	11	4	2	0	28	3	1	0
CONFIDENTIAL ADMIN 3			0	1	1	0	0	0	0	0	0	0	0
SERVICE ASST			1	3	4	0	0	1	0	0	1	0	0
SR OP SVC CENTER CLERK			0	2	2	0	0	0	0	0	0	2	0
REPORTS CLERK	208.00	537.50	1	6	7	0	0	0	0	1	0	2	0
OPERATOR	234.50	449.00	24	36	60	3	0	3	0	3	5	13	0
CUSTOMER REPRESENTIVE-RES	245.00	469.00	3	20	23	0	0	2	0	4	1	3	0
** TOTAL ORGANIZATION : 1A24			29	68	97	3	0	6	0	8	7	20	0

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ESTABLISHMENT: GL

AT&T OCCUPATIONAL WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	MIN	MAX	ALL EMPLOYEES				MINORITY MEN			MINORITY WOMEN			
			MIN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
SALES REPRESENTATIVE - C			1	0	1	0	0	0	0	0	0	0	0
REPORTS CLERK	208.00	537.50	1	0	1	1	0	0	0	0	0	0	0
RECORDS CLERK - C	213.00	496.50	0	1	1	0	0	0	0	1	0	0	0
SR.OFFICE CLERK	219.00	432.50	0	3	3	0	0	0	0	0	0	0	0
TELEMARKETING SALES REP	219.00	413.50	0	2	2	0	0	0	0	1	0	0	0
OFFICE CLERK	219.00	407.50	0	1	1	0	0	0	0	1	0	0	0
ACCOUNT REPRESENTATIVE	229.00	468.00	0	2	2	0	0	0	0	2	0	0	0
SENIOR RECORDS CLERK	229.50	537.50	0	6	6	0	0	0	0	1	0	0	0
** TOTAL ORGANIZATION : 1A27			2	15	17	1	0	0	0	6	0	0	0
SENIOR RECORDS CLERK	229.50	537.50	0	4	4	0	0	0	0	1	0	0	0
** TOTAL ORGANIZATION : 1A28			0	4	4	0	0	0	0	1	0	0	0
OFFICE SUP. CLERK			0	1	1	0	0	0	0	0	0	0	0
SR.OFFICE CLERK	219.00	432.50	1	4	5	0	0	0	0	1	0	0	0
OFFICE CLERK	219.00	407.50	0	2	2	0	0	0	0	1	0	0	0
SENIOR RECORDS CLERK	229.50	537.50	0	4	4	0	0	0	0	0	0	0	0
BILLING CLERK	234.50	426.50	0	1	1	0	0	0	0	0	0	0	0
CREDIT REPRESENTATIVE	234.50	426.50	11	34	45	3	0	0	0	13	0	0	0
SR.BILL PROCESS. CLERK	234.50	426.50	5	3	8	1	0	0	0	0	0	0	0
CLERICAL ADMIN 3	243.50	527.00	1	5	6	0	0	0	0	0	0	0	0
LANGUAGE ASSOCIATE	243.50	527.00	10	15	25	0	2	4	0	3	1	5	0
** TOTAL ORGANIZATION : 1A30			28	69	97	4	2	4	0	18	1	5	0
REPORTS CLERK	208.00	537.50	0	1	1	0	0	0	0	0	0	0	0
SENIOR RECORDS CLERK	229.50	537.50	0	6	6	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A31			0	7	7	0	0	0	0	0	0	0	0

AT&T PROPRIETARY (RESTRICTED)  
 SOLELY FOR AUTHORIZED PERSONS HAVING A NEED TO KNOW PURSUANT TO COMPANY INSTRUCTIONS

000670

ESTABL. .MENT: GL

AT&T OCCUPATIONAL WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	MIN	MAX	ALL EMPLOYEES			[---MINORITY MEN---]				[---MINORITY WOMEN---]			
			MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
SENIOR RECORDS CLERK	229.50	537.50	1	8	9	0	0	0	0	2	0	1	0
** TOTAL ORGANIZATION : 1A32			1	8	9	0	0	0	0	2	0	1	0
SR OFFICE CLERK	219.00	432.50	0	1	1	0	0	0	0	0	0	0	0
ACCOUNT REPRESENTATIVE	229.00	468.00	6	26	32	2	0	0	0	16	0	1	0
SENIOR RECORDS CLERK	229.50	537.50	0	3	3	0	0	0	0	1	0	0	0
** TOTAL ORGANIZATION : 1A33			6	30	36	2	0	0	0	17	0	1	0
OFFICE CLERICAL ASSISTANT - C			1	0	1	1	0	0	0	0	0	0	0
REPORTS CLERK	208.00	537.50	4	15	19	0	0	0	0	2	0	1	0
RECORDS CLERK - C	213.00	496.50	0	3	3	0	0	0	0	0	0	1	0
SENIOR RECORDS CLERK	229.50	537.50	0	32	32	0	0	0	0	4	0	0	0
** TOTAL ORGANIZATION : 1A34			5	50	55	1	0	0	0	6	0	2	0
REPORTS CLERK	208.00	537.50	0	1	1	0	0	0	0	0	0	0	0
SENIOR RECORDS CLERK	229.50	537.50	0	5	5	0	0	0	0	0	0	0	0
CLERICAL STENOGRAPHER	229.50	524.50	0	1	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A35			0	7	7	0	0	0	0	0	0	0	0

AT&T PROPRIETARY (RESTRICTED)  
 SOLELY FOR AUTHORIZED PERSONS HAVING A NEED TO KNOW PURSUANT TO COMPANY INSTRUCTIONS

000671

ESTABLISHMENT: GI.

AT&T OCCUPATIONAL WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	MIN	MAX	ALL EMPLOYEES			----MINORITY MEN-----				----MINORITY WOMEN-----			
			MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
TELECOMMUNICATIONS ATTENDANT	201.50	429.00	0	4	4	0	0	0	0	1	0	2	0
REPORTS CLERK	208.00	537.50	26	121	147	6	4	4	0	40	6	1	0
RECORDS CLERK - C	213.00	496.50	0	4	4	0	0	0	0	0	0	1	0
MARKETING ASSOCIATE	228.00	575.00	13	31	44	6	0	0	0	11	2	0	0
ACCOUNT REPRESENTATIVE	229.00	468.00	1	0	1	0	0	0	0	0	0	0	0
SPEC REPORTS CLERK	229.50	575.00	2	8	10	0	0	0	0	1	0	0	0
SENIOR RECORDS CLERK	229.50	537.50	0	15	15	0	0	0	0	3	0	0	0
OPERATOR	234.50	449.00	1	0	1	1	0	0	0	0	0	0	0
SERVICES ASSOCIATE	245.50	508.50	2	3	5	0	0	0	0	1	0	0	0
** TOTAL ORGANIZATION :			45	186	231	13	4	4	0	57	8	4	0

AT&T PROPRIETARY (RESTRICTED)  
 SOLELY FOR AUTHORIZED PERSONS HAVING A NEED TO KNOW PURSUANT TO COMPANY INSTRUCTIONS

000672

ESTABLISHMENT: GL

AT&T OCCUPATIONAL WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	MIN	MAX	ALL EMPLOYEES			MINORITY MEN			MINORITY WOMEN				
			MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
REPORTS CLERK	208.00	537.50	0	17	17	0	0	0	0	8	1	0	0
RECORDS CLERK - C	213.00	496.50	0	3	3	0	0	0	0	0	3	0	0
RECORDS CLERK - I	213.00	496.50	0	8	8	0	0	0	0	0	4	0	0
SENIOR RECORDS CLERK	229.50	537.50	1	2	3	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A41			1	30	31	0	0	0	0	8	8	0	0
*** TOTAL ESTABLISHMENT : GL			232	895	1127	53	13	16	0	291	40	36	2

AT&T PROPRIETARY (RESTRICTED)  
 SOLELY FOR AUTHORIZED PERSONS HAVING A NEED TO KNOW PURSUANT TO COMPANY INSTRUCTIONS

000673

ESTABLISHMENT: A1

AT&T MANAGEMENT WORK FORCE ANALYSIS  
 CREATED FROM DATA EFFECTIVE JANUARY 31, 1991

TITLE	SG	ALL EMPLOYEES			MINORITY MEN				MINORITY WOMEN			
		MEN	WOMEN	TOTAL	BLACK	HISP	A/PI	AI/AN	BLACK	HISP	A/PI	AI/AN
PRESIDENT	SG15	1	0	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A10		1	0	1	0	0	0	0	0	0	0	0
VICE PRESIDENT	SG15	1	0	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A20		1	0	1	0	0	0	0	0	0	0	0
VICE PRESIDENT	SG15	1	0	1	0	0	0	0	0	0	0	0
** TOTAL ORGANIZATION : 1A30		1	0	1	0	0	0	0	0	0	0	0
*** TOTAL ESTABLISHMENT : A1		3	0	3	0	0	0	0	0	0	0	0

AT&T PROPRIETARY (RESTRICTED)  
 SOLELY FOR AUTHORIZED PERSONS HAVING A NEED TO KNOW PURSUANT TO COMPANY INSTRUCTIONS

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AT&T - STANDARDIZED JOB GROUPS

JOB GROUP NAME	FUNCTION	TITLES
ME-3		
Executive, Officials and Managers Salary Grade 15	Executive & General Administrative functions	President
ME-2		
Officials and Managers Salary Grades 12 -14	General Admin. functions	Director General Manager
ME-1		
Officials and Managers Salary Grades 9 - 11	General Admin. functions	Division Manager General Manager
MO-3		
Officials and Managers Salary Grades 7 - 8	General Admin. functions	District Manager District Staff Mgr.
MO-2		
Officials and Managers Salary Grades 5 - 6	General Admin. functions	Staff Manager Manager Project Manager Zone Manager Zone Project Mgr. Operations Manager
MO-1		
Officials and Managers Salary Grades 1 - 4	General Admin. functions	Secretary Assistant Mgr. Associate Mgr. Staff Supvr. Supervisor Assist Staff Mgr. Manager Staff Assistant Specialist Admin. Asst. Staff Studies Assistant Staff Associate

000675



JOB GROUP NAME	FUNCTION	TITLES
MS-2 Sales Salary Grade 5 - 6	Sales/Marketing	Sales Manager
MS-1 Sales Salary Grade 4	Sales/Marketing	Phone Store Mgr. Account Manager SC New Markets Account Executive Acct. Exec. Acct. Mgmt
MT-2 Technician Salary Grade 5 - 6	Technical	Info. Mgmt. Spec. Info. Mgmt. Sr. Specialist Member of Program Stf Specialist
MT-1 Technicians Salary Grade 1 - 4	Technical	Info. Mgmt. Assoc. Member Info. Mgmt. Member Info. Mgmt. specialist
OT-2 Technicians Above Entry Level	Technical	Communications Technician
OCL-2 Office & Clerical Above Entry	Admin. & Clerical Support	Clerical Admin. 3 Reports Clerk Senior Records Clerk Clerical Assist. Special Reports Clk. Sr. Data Process Clk Processor Customer Svc. Repr.
OCL-1 Office & Clerical Entry Level	Admin. & Clerical Support	Office Sup. Clerk Office Clerk Sr. Bill Proc. Clerk Sr. Office Clk. Credit Repres. Records Clerk - C

000676

JOB GROUP NAME

FUNCTION

TITLES

OS-2

Sales  
Above Entry

Small Business &  
Residence  
Phone Sales

Customer Rep. - Res.  
Telemarketing Sales  
Repr.

OS-1

Sales  
Entry Level

Small Business &  
Residence  
Phone Sales

Account Repr.

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SECTION VII

ESTABLISHMENT OF GOALS AND TIMETABLES

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## SECTION VIII

### PROBLEM IDENTIFICATION AND CORRECTIVE ACTION

The CCS Headquarters Staff Establishment conducted a review of the personnel procedures that were used in the 1990 Affirmative Action Program year. This section includes a description of the personnel processes.

#### Recruiting Practices

The National Personnel Services Organization Employment Offices are responsible for hiring both management and occupational (non-management) employees for the CCS Headquarters Staff Establishment. The Offices use local newspapers when internal canvassing procedures do not produce qualified candidates. AT&T advertises job openings in newspapers, minority publications and technical journals. The phrase "An Equal Opportunity Employer" is always used in such advertisements (see Section XI, Exhibits 2-6 and 2-7.) All recruiting advertisements are free of indications of race and sex preference. Whenever a newspaper does not have a male/female column, advertisements are placed under both male and female columns.

State employment offices are notified of appropriate openings which are to be filled from outside the Company in accordance with the Vietnam Veterans Readjustment Assistance Act.

External applicants for occupational positions are generally obtained from the local labor market. Representatives from high schools, community agencies and government training programs in the vicinity of AT&T locations where personnel in the Establishment are assigned, are contacted by appropriate employment office personnel and invited to visit AT&T's facilities to become acquainted with AT&T's needs and to encourage the referral of minority and women applicants.

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Recruiting Practices (continued)

College recruiting is a significant source of new technical and administrative employees in AT&T. The recruiting staff includes minority and women employees. Recruiting for administrative and technical positions is conducted at predominantly minority and women's colleges and universities as well as at other coeducational colleges and universities. AT&T also advertises in certain publications (e.g., "Black Collegian" and "Hispanic Engineer") which are distributed to campuses nationwide.

All colleges where we recruit have received written and oral notification stating AT&T's interest in recruiting minority and women candidates. The recruiters inform placement officers and faculty members about our equal opportunity and affirmative action policies and seek their aid in our recruiting efforts. Recruiters contact minority and women students and groups to inform them of opportunities at AT&T (see Section XI, Exhibit 8-1.)

Selection and Placement

The Selection and Placement process at the CCS Headquarters Staff Establishment consists of the following steps:

For Management Jobs

- If the requesting/hiring manager has an opening and has no pre-identified lateral candidate within CCS, the following steps will be taken:
  - o The local staffer or personnel coordinator prepares a job requisition form describing the job duties and associated skills for circulation in the CCS/ECOS staffing system.
  - o Job will be advertised to surplus CCS employees via the CCS staffing system for a minimum of 10 business days.
  - o Job can be concurrently advertised through the Employee Career Opportunity System (ECOS) for a minimum of 10 business days.
  - o Employees interested in a job advertised through the CCS system may submit through their staffer or personnel coordinator.
  - o Employees interested in jobs viewed in the ECOS system must complete a management candidate submittal input form and a management staffing resume input form and forward to their staff or personnel coordinator.
  - o When a CCS/ECOS ad closes, a candidate package which includes information on all submitted employees is prepared and forwarded to the hiring manager for review and selection.

Selection and Placement (continued)

- o If no qualified lateral candidates are found, the requesting manager will document each candidate's qualifications compared to the job skills required for the vacancy on the CCS job candidate qualifications form. Compile the candidate resumes, qualification analysis forms and the promotion request letter and forward them to the CCS Human Resources Staffer. After CCS Human Resources review, the request for promotion will be submitted to the Business Unit Head for consideration and approval.

If you do not have a promotable candidate, the job must have been advertised in the ECOS system for a minimum of 30 business days before considering it for critical hire.

The requesting/hiring manager may also ask assistance from Human Resources to identify qualified candidates concurrent with advertising the job. After the job is advertised for 30 business days, the requesting manager should review all submitted resumes and set up interviews if no qualified candidates have surfaced through the ECOS system or networking, then CCS Human Organizations and attempt to identify additional qualified candidates.

If the requesting manager is still unable to find a qualified internal candidate, the manager will compile a package consisting of the candidates' resumes, qualifications analysis forms and a request for critical hire and forward to the CCS Human Resources staffer. Human Resources will review the documentation on a case by case basis. If the request to hire is approved, it will be forwarded to the Business Unit Head for signature to authorize hiring. Once authorization is received, the form will be sent to the AT&T Corporate Resource Management Center for their review and concurrence. If the Resource Management Center approves the request, a critical hire is authorized. (See Section XI, Exhibit 8-2.)

For Occupational Jobs

The 1989 collective bargaining agreements between the Company and the Unions established the AT&T Transfer System (ATS) as the single transfer plan for the movement of union represented and non-represented regular full- or part-time occupational employees in designated AT&T Business Units and Divisions. ATS makes it possible for employees to make their career interests and choices known, and to have them given full consideration as AT&T fills occupational jobs throughout the Company.

In addition to the regular Career Placement process, ATS provides a Surplus Placement process which provides surplus employees a greater opportunity for continued employment with AT&T.

### Occupational Jobs (continued)

As a first step in the process, employees complete an Employee Resume Worksheet. They provide information such as AT&T work experience; other work experience, job skills, and in-progress education and other training.

Employees submit the completed Worksheet to their supervisor, who completes the section on performance, attendance and other eligibility requirements.

The supervisor will return the form to the employee. The completed and signed form must be returned to the Employee Service Center (ESC).

Upon receipt at the ESC, the information is entered in the ATS data base and the employee's qualifications are matched against job vacancies for which the employee has expressed an interest.

Employees who meet the eligibility requirements and wish to participate in Career Placement, may select current or future job opportunities. Current job opportunities in ATS are advertised utilizing a telephone voice information system called Conversant .

### Applicant Flow

The Employment Office(s) that serve the CCS Headquarters Staff Establishment is/are responsible for monitoring employment activity and applicant flow. The aim of this monitoring effort is to determine whether the rate at which minority and women applicants are being hired, in comparison to non-minorities and men, respectively, indicates potential problems and the appropriateness of corrective action.

### Test Validity

All employment tests used to select candidates for positions in the CCS Headquarters Staff Establishment have been professionally developed and are considered to be predictive of success in performing the jobs for which they are used. They are administered by a trained test administrator after a review of the candidate's application and available job openings. The test administrator scores the tests and gives the results in the form of "Qualified", or "Not Qualified", to the interviewer. Applicants who score below the qualification standard for one job are not automatically eliminated from consideration for other jobs with different qualification standards.

### Job Descriptions and Job Briefs

The AT&T Job Evaluation organization is responsible for establishing, maintaining and developing the job evaluation methodology that is used for analyzing and classifying management jobs and for determining the appropriate Salary Grade for all identified management positions. The owning organizations are responsible for periodically reviewing job descriptions and providing the Job Evaluation organization with updated information when appropriate.

Job Descriptions and Job Briefs (continued)

The Labor Relations organization is responsible for occupational job titles and job content, and for maintaining liaison with collective bargaining representatives on these issues. Job briefs are the same for both men and women employees performing similar jobs. Only job-related criteria are included in all job briefs. No consideration is given to race, sex (except where sex is a bona fide occupational qualification), or any other practice that may have the effect of excluding women or minorities.

Termination of Employment

In terminating individuals' employment, AT&T does not unlawfully discriminate on the basis of an employee's race, color, religion, national origin, sex, sexual preference or orientation, marital status, age, physical or mental disability or status as a special disabled veteran or veteran of the Vietnam era. The Company complies with all applicable laws and regulations governing employee terminations.

Procedures for layoffs and recalls of union-represented employees are outlined in the collective bargaining agreement(s) between AT&T and the Communications Workers of America (CWA).

Records are maintained on the termination of all employees. Where appropriate, exit interviews are conducted with employees leaving AT&T.

The termination procedure, and the results of the process, are monitored by the Establishment's EO/AA Manager.

Employee Benefits

It is AT&T policy to administer benefit programs on a lawful, nondiscriminatory basis.

The following is a list of the benefit programs that are available to all employees based on eligibility requirements:

Vacations and Holidays  
Sickness Disability  
Long Term Disability  
Disability Pension  
Accident Disability  
Medical Expense Plan  
HMO Option  
Dental Expense Plan  
DMO Option  
Vision Care Plan  
Death Benefit Payment  
On-Job Accidental Death

Survivor's Health Insurance  
Employee Group Life Insurance  
Dependent Group Life Insurance  
AT&T Savings Plan  
AT&T Savings and Security Plan  
Employee Stock Ownership Plan  
Anticipated Disability Program  
AT&T Pension Plan  
AT&T Management Pension Plan  
Deferred Vested Pension  
Various Retiree Benefits

A digest of the benefit plans and programs is periodically distributed to all employees; individual booklets describing each program are also distributed to all employees. In addition, a Benefits Newsletter is distributed to all employees, as new information is obtained.

Retirement policies are the same for men and women employees. Overtime, if required, is distributed as evenly as possible among the employees affected.

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### Tuition Assistance Plan (TAP)

AT&T recognizes its employees as vital resources whose talents are critical to the success of the Company. The Tuition Assistance Plan (TAP) encourages self-improvement through formal education so that employees can improve or maintain job-related skills or enhance their ability to compete for reasonably attainable jobs within AT&T.

While participation in TAP is expected to enhance employees' performance and professional abilities, the Company makes no guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

The TAP is implemented without regard to race, color, religion, national origin, sex, age, sexual orientation, marital status, physical or mental disability, or status as a special disabled veteran or veteran of the Vietnam era.

All active, regular full-time and regular part-time AT&T employees are eligible to apply for tuition assistance effective with their date of hire.

### Education and Training Programs

AT&T and this Establishment supports a variety of education and training programs designed to assist employees who are new to their jobs or to update employees' job skills, thereby increasing employees' effectiveness. The programs are available on a nondiscriminatory basis, and women and minorities are encouraged to participate in all course offerings to the fullest extent.

In 1989, AT&T extended an agreement with its two major unions, the Communications Workers of America (CWA) and the International Brotherhood of Electrical Workers (IBEW), for the creation of independent, joint Company-Union enterprises charged with delivering training and retraining programs to union-represented employees. The Alliance for Employee Growth and Development ("The Alliance") is the organization formed to deliver programs to CWA-represented locations. For IBEW represented manufacturing locations, the parties jointly administer the Enhanced Training Opportunities Program ("ETOP"). (See Section XI, Exhibit 8-2.)

AT&T maintains a Corporate Education and Training organization (CET) whose course offerings cover a broad range of subjects. (See Section IX for additional information.) Specific program announcements are distributed to all employees on a quarterly basis. (See Section XI, Exhibit 8-3.)

Local supervisory training programs are designed to supplement the CET programs where it is necessary to tailor information for application on a local level. The principal emphasis here is the teaching of specific applications of basic methods and procedures.

Training for newly-promoted managers deals with general procedures, processes, or items of information that the supervisor must deal with. Equal opportunity topics are covered in these programs, as appropriate.

## Work Force Attitude and Awareness Training

Equal opportunity and affirmative action have been widely discussed in Company media directed to employees. AT&T's Focus magazine, supervisory meetings, and informal conversations provide employees with the opportunity to learn of the Company's commitment to equal opportunity and affirmative action, to be informed of their responsibilities and obligations, and to question what the Company is doing and why.

Awareness training programs are designed to raise sensitivity levels and to develop the employees' awareness of the cultural differences which exist between employees with different cultural backgrounds and its impact on the work situation. For example:

### VALUING DIVERSITY:

This seven-part series addresses issues of deep concern to today's employers, employees, and students of human behavior. It shows specific situations that cause conflict and poor performance, and how such situations can be better handled. The series consists of:

#### Managing Differences

Which shows managers how to evaluate, develop, and motivate diverse employees. Through dramas and interviews, it powerfully illustrates how assumptions, real differences, and organizational culture affect the performance of managers, supervisors, and administrators in multicultural settings.

#### Diversity At Work

Which shows employees how to succeed in the multicultural organization. Dramatic illustrations show how stereotypes and actual differences affect the employee's ability to succeed. Diverse individuals present strategies for employee self-development, team work, and relationship-building with supervisors and peers who are different from themselves.

#### Communication Across Cultures

Which dramatically shows how misunderstandings result from different styles of communication. It also addresses the discomfort people feel when dealing with issues of race and gender, and suggests ways to communicate more effectively.

#### You Make the Difference

Which deals with the necessity for entry level employees to work well with people different from themselves. Dramas and interviews with workers explore the issues of sabotage, stereotype, cultural differences, teamwork and environments that promote productivity.

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Work Force Attitude and Awareness Training (continued)

Supervising Differences

Which shows how first line supervisors, plant managers and others can get the best out of their diverse workforce. Dramas and interviews help supervisors with climate setting, coaching and development, team building, supervising culturally diverse workers, controlling stereotypes and assumptions and dealing with employee conflict.

Champions of Diversity

Which is a documentary about programs and processes of cultural change. Senior executives share why they are "champions of diversity" and how they changed their own behavior and lead their organization in change. Special emphasis is given to personal growth, changing demographics and the benefits of diversity.

Profiles in Change

Which is a documentary about programs and processes of cultural change. It explores how organizations are changing to maximize their diverse human resources, focusing on recruitment, training, mentoring, team building, accommodating differences, communicating, rewarding and holding managers accountable.

As part of its commitment to fully utilize the resources of all of its people, and of making its employees aware of the cultural heritage of many groups comprising its work force, the Company implemented a number of programs throughout the year designed to highlight the importance of a diverse work force. These programs coincided with specific dates that celebrated ethnic, social, and cultural contributions of various groups.

For example, in 1990 we implemented programs to celebrate: Dr. Martin Luther King, Jr. Day; Black History Month; Women's History Month; National Employ the Older Worker Week; Asian Pacific American Heritage Weeks; National Hispanic Heritage Weeks; American Indian Week; National Disability Employment Awareness Month, and Veterans Day. (See Section XI, Exhibits 8-4 - 8-7.)

Labor Unions

All union contracts contain a bilateral nondiscrimination clause which states that neither AT&T nor the union shall discriminate against any employee because of race, color, religion, sex, age, sexual orientation, marital status, national origin, disability or status as a special disabled or Vietnam era veteran.

Religious Observances

AT&T makes reasonable accommodation to the religious beliefs and practices of its employees. Employees are eligible for personal days during each calendar year. The purpose of these personal days is to allow eligible employees to schedule personal activities, such as the observance of days of religious or other special significance.

EO Impact

The personnel practices and procedures support AT&T's Affirmative Action efforts.

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## SECTION IX

### DEVELOPMENT AND EXECUTION OF ACTION ORIENTED PROGRAMS

AT&T and the CCS Headquarters Staff Establishment will continue their efforts to comply with both the spirit and the letter of all federal equal opportunity and affirmative action laws and regulations. Various supporting activities and programs, including those mentioned in Section VIII of this Program and those described below, will enable the Company and the Establishment to make progress toward the fullest equality of opportunity and the attainment of goals.

#### Diversity/Awareness Programs

AT&T has vigorously supported programs that expose its employees to the diverse cultures of the individuals who comprise our work force. During 1991, the Company will continue to celebrate such events as Black History Month; Women's History Month; Asian Pacific American Heritage Weeks; National Hispanic Heritage Weeks; American Indian Week; National Disability Employment Awareness Month; and Veterans Day.

#### Interviewer Workshops

AT&T will continue to conduct two in-house employment interviewer workshops. The courses are designed to aid employment recruiters in making decisions that are based on appropriate job-related criteria. Topics such as interviewing techniques, bias recognition, interviewer documentation, and employability are covered. All interviewers have attended or will be scheduled to attend the workshops.

#### Tuition Assistance Plan (TAP)

AT&T recognizes its employees as vital resources whose talents are critical to the success of the Company. The Tuition Assistance Plan (TAP) encourages self-improvement through formal education so that employees can improve or maintain job-related skills or enhance their ability to compete for reasonably attainable jobs within AT&T.

While participation in the TAP is expected to enhance employees' performance and professional abilities, the Company makes no guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

The TAP is implemented without regard to race, color, religion, national origin, sex, age, sexual orientation, marital status, physical or mental disability, or status as a special disabled veteran or veteran of the Vietnam era.

All active, regular AT&T employees are eligible to participate in the TAP, effective with their date of hire, for course work begun on or after their date of hire. To maintain eligibility, employees must remain on the active payroll through completion of each course or degree program.

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### Recruiting

The need for particular new skills and routine employee turnover leads the CCS Headquarters Staff Establishment to hire new employees even during periods in which our total work force does not necessarily expand. We will continue to recruit and hire on a nondiscriminatory basis and will utilize sources which will yield an appropriate flow of women and minority candidates. Specifically, when recruiting candidates:

- o AT&T will continue to send recruiting teams to schools with predominantly minority enrollments including Hampton University, Howard University, Jackson State University, North Carolina A&T State University, Prairie View A&M University, Southern University, Tennessee State University, University of Texas (Austin), University of Texas (El Paso), Tuskegee Institute and Xavier University of Louisiana
- o The Company will continue to participate in the following national recruiting events: Society of Hispanic Professional Engineers (SHPE) Conference, Black Engineer of the Year Award Conference, Hispanic Engineer of the Year Award, National Society of Black Engineers (NSBE) Conference, National Association for Equal Opportunity in Higher Education (NAFEO) Conference on "Blacks in Higher Education", National Technical Association (NTA) Conference, Society of Women Engineers (SWE) Conference, National Black M.B.A. (NEMBA) Conference, Society of Hispanic MBA, Mexican-American Engineering Society (MAES) Symposium, and American Indian Science and Engineering Society (AISES) Conference (See Section XI, Exhibit 9-1.)
- o AT&T will continue to participate in the following national minority conventions: SER Jobs for Progress, Inc. (SER), Opportunities Industrialization Centers (OIC), League of United Latin American Citizens (LULAC), National Council of La Raza (La Raza), National Association for the Advancement of Colored People (NAACP), National Urban League (NUL), Congressional Black Caucus (CBC) and Hispanic Chamber of Commerce
- o AT&T also will continue to seek candidates from:
  - State Employment Agencies
  - Minority advisors on campus
  - Faculty referrals
  - Minority and women's professional societies.

## Procedures for Promoting and Transferring Employees

AT&T has implemented the following processes to ensure all employees have equal access to job opportunities.

### Occupational Employees

As a result of AT&T's negotiations with its unions, the Company established the AT&T Transfer System (ATS). The plan permits an occupational (non-management) employee, after a period of time on his/her current job, to initiate placement requests for another occupational job and to compete for any such job on the basis of job-related qualifications.

If an occupational employee's job has officially been declared surplus, and he/she has been scheduled for layoff per the provisions of the local collective bargaining agreement or applicable procedures, he/she is eligible to participate in ATS Surplus Placement. The employee may self-nominate on an unlimited number of current job openings, provided they represent a lateral or downgrade move. The selection decision will be based on seniority, but employees must meet the basic test/skill requirements at the time of self-nomination.

Additionally, Surplus Placement may provide for relocation benefits under certain conditions. All Surplus Placement features expire when the employee leaves AT&T's payroll.

In ATS Career Placement, occupational employees may submit up to six requests at any one time, and those may be any combination of current or future job opportunities for upgrades, laterals or downgrades. They may request either a specific job title or level in any participating AT&T Business Unit, in any geographic location.

Self-nomination for currently open jobs expires after 30 days or when a candidate has been selected, whichever occurs first. Future Career Placement Requests, once activated, have a life cycle of two (2) years.

When a vacancy occurs, all Surplus candidates who submitted placement requests for the job vacancy are considered if basic test/skill requirements are met. If more than one Surplus candidate has submitted for a job vacancy, the senior qualified candidate is identified for the position. If there are no Surplus candidates, Career candidates who submitted placement requests for the job vacancy are considered if basic test/skill requirements are met. Candidate selection is based on the degree to which knowledge, skills, and abilities match the requirements of the job.

### Management Employees

The Employee Career Opportunities System (ECOS) is the vehicle used to facilitate the management staffing process within AT&T.

A key function of ECOS is the view function which allows employees to electronically scan management job openings which match their:

- geographic preferences
- business group preferences
- Business Unit/Division preferences
- skills
- chosen career business fields
- current or desired salary grades/equivalents.

After scanning job ads, employees who have been designated as either releasable or promotable by their supervisors, may opt to submit themselves as candidates for openings of interest.

A summary of all submitted candidates and management staffing resumes is then forwarded to the manager with the job opening for consideration.

The manager with the job vacancy is responsible for selecting the candidate who is best qualified for the opening.

### Layoffs

AT&T makes every effort to maintain a constant employment level. The Company as well as its unions recognize that the needs of the business and its efficient operation may occasionally necessitate a decrease in the work force. When a lack of work necessitates a layoff, occupational employees are laid off in accordance with the terms stated in the appropriate union contract.

AT&T constantly seeks to retain highly competent individuals whose knowledge, experience, skills, and potential match current organizational requirements and future business needs. However, changes in business strategy, technological changes, unfavorable economic circumstances, facility closings and/or consolidations, can create a force or skill imbalance. When these imbalances cannot be resolved through normal staffing procedures such as reassignment, the Force Management Program gives an organization the flexibility they need to reduce the number of management employees when necessary.

### Internal Education Programs

AT&T maintains a wide curriculum of internal education programs, some of which are described below.

The Corporate Education and Training (CET) organization will continue to offer programs specifically targeted at developing the managerial skills that employees need to advance in the business. An example of a recent course offering distributed to all management employees is included in Section XI as Exhibit 8-3.



### Internal Education Programs (continued)

The CET will continue to train AT&T's occupational (non-management) employees. The Office Skills and Technologies Curriculum offers courses in the specific areas of word processing, secretarial, clerical and other administrative support functions. Additional courses focus on customer service, organization knowledge, interpersonal skills and quality, and professionalism in the workplace. These courses are a mixture of self-paced, computer-based, and instructor-led courses.

In addition, the CET will continue to provide a wide variety of educational extension programs. These programs allow employees to tailor their self-development needs to specific skill areas that require enhancement. As part of the Company's on-going effort to sharpen the skills of its employees, to expand their knowledge base, and to increase their overall effectiveness, other educational resources such as audio cassette programs and videos are available.

An Improving Basic Skills Curriculum is also offered. This curriculum focuses on a number of fundamental skills which have been identified for success within AT&T over and above the three R's (Reading, Writing and Arithmetic). Among these are listening, computer literacy and language.

In 1989, AT&T extended an agreement with its two major unions, the Communications Workers of America (CWA) and the International Brotherhood of Electrical Workers (IBEW), for the creation of independent, joint Company-Union enterprises charged with delivering training and retraining programs to union-represented employees. The Alliance for Employee Growth and Development ("The Alliance") is the organization formed to deliver programs to CWA represented locations. For IBEW represented manufacturing locations, the parties jointly administer the Enhanced Training Opportunities Program (ETOP) (See Section XI, Exhibit 8-2.)

Women and minorities will continue to be encouraged to participate in all course offerings to the fullest extent. Employees voluntarily participate in all programs.

### Career Development

AT&T will continue to implement the career development program to ensure that management employees possess the skills, knowledge and motivation necessary to manage their own careers and support the Company's business strategy.

As part of this effort, programs were implemented to provide information more quickly on new career directions based on business needs in a constantly changing marketplace. The programs give management employees the information and tools they need to manage their own careers. Programs and tools currently available are: Career Reference Guide; Career Handbook; Career Portfolio; individual and manager career workshops; and a planning guide that links individual career planning with organizational objectives.

### Career Development (continued)

The CCS Headquarters Staff Establishment implemented a unique career planning tool for employees in Consumer Communications Services (CCS). This tool known as "The Mastery Path Job Model Reference Guide" fully supports both job and career development. This Guide contains job models reflecting the following information: job titles, levels, job families, key outputs and skills needed to produce the outputs of the job.

The Job Models reflected in the "Mastery Path Job Model Reference Guide", are the results of a program known as Mastery Path. Mastery Paths are individual development programs for employees in Consumer Communications Services. They are development programs for current job assignment only. Mastery Path is to help people master their current jobs while preparing for the future. Mastery Paths provide the framework for people to develop the skills necessary to produce the key outputs required for their jobs.

The CCS Headquarters Staff Establishment administers a program known as HORIZONS and it is offered to Consumer Communications Services employees only. This program provides development opportunities beyond those encountered in the day-to-day job to high performance first level managers. Managers selected for the HORIZONS Program will be exposed to the most current thinking and practices of the business community and of the AT&T Corporation. Participants will have the opportunity to work directly with upper management in areas which affect the course of the organization. The HORIZONS Program develops participants to be more effective in their current assignments. Its greater long-term benefit is the preparation of those first level managers to move into positions of greater responsibility.

### Career Coaching

All supervisors have been informed that they are responsible for assisting subordinates as they evaluate their career interests and skills and affording them equal access to developmental training courses and work assignments and career workshops.

### Performance Appraisals

All active, regular full-time and regular part-time employees on the AT&T Management Pay Plan with at least six months experience at their current salary grade should receive a written performance appraisal.

Generally, the performance period runs from January to December. The appraisal period begins with performance planning and objective setting and concludes with a written performance appraisal and feedback. The appraisal will be based on on-going interactive communication throughout the year between the supervisor and the employee.

In addition, supervisors will continue to be evaluated, in part, on their EO/AA efforts, compliance and results.

The common occupational (non-management) performance appraisal procedures used by AT&T meet accepted legal and professional standards. Feedback on performance is provided at least once a year.

000693

### Job Briefs and Job Descriptions

Job briefs and management position descriptions use job-related criteria.

The Hay Guide Chart-Profile Method of Job Evaluation will continue to be utilized to provide a systematic process for measuring the job content of management level positions. The Hay Method is a widely used process for job evaluation; it is used by numerous organizations in some thirty countries.

AT&T applies the Hay Method to evaluate most management positions. The Hay Evaluation process enables consistency in evaluating similar jobs across the Company.

The evaluation process involves three basic features: Know-How - the knowledge required to do the job; Problem Solving - the kind of thinking needed to solve problems; Accountability - the answerability for an action and for the consequences thereof; it is the measured effect of the job on end results.

Job Content is obtained via a job description questionnaire initiated by the owning organization and completed by the incumbent. The description is reviewed by the incumbent's management (immediate supervisor), and the proper approval signature obtained in accordance with the instructions contained on the questionnaire. Feedback regarding the results of the evaluation process is provided to the approving manager.

### Publications

Publications with a generalized in-house distribution will continue to routinely feature articles on equal opportunity/affirmative action issues. Focus, the monthly magazine sent to each employee's residence, will feature articles on affirmative action strategy.

### Minority and Women's Business Enterprise (MWBE) Program

The Minority and Women's Business Enterprise (MWBE) Program has been implemented throughout AT&T to enhance the economic opportunities for businesses owned by minorities and women. The objectives of the program are to increase the number of minority and women vendors, number of MWBE bidders in the contract and subcontract selection process, and the amount of MWBE expenditures. (See Section XI, Exhibits 9-2 through 9-5.)

Since 1968, AT&T has communicated its commitment to actively seek MWBEs in our bidding processes. AT&T will continue to participate in opportunity fairs, councils and national conferences that promote the use of MWBE vendors.

Recent changes in state and local governmental contracting requirements redefined AT&T's MWBE Program Policy and Guidelines. Program policy is defined in the AT&T Personnel Guide, Section 6, Pages 15 - 18.

A  
J  
M

Additional Establishment Efforts

In order to increase the representation of minorities and women in the underutilized job groups, the CCS Headquarters Establishment will:

- Disseminate the underutilization information to the appropriate decision makers within the Establishment. There will be periodic meetings with appropriate staffing individuals to make them aware of underutilization, so that they may be of assistance in filling those positions.
- Monitor the inward and outward movement of each job group on a quarterly basis to determine whether the job group is being filled at availability.
- Provide career counseling on a on-going basis for all employees and prepare career development plans for both management and occupational employees quarterly or every six months.

## SECTION X

### INTERNAL AUDIT AND REPORTING SYSTEMS

The CCS Headquarters Staff Establishment implemented internal reporting systems to monitor and measure progress, and evaluate the effectiveness of its Affirmative Action Program. These reporting systems, which are described in this section, comply with the requirements of federal laws and regulations.

#### Equal Employment Opportunity Reporting System

The AT&T EO reports system is an on-line menu system that provides Profile Reports, Inward/Outward Movement Reports and Work Force Analysis Reports to Establishment EO/AA Managers.

Profile Reports can be run by Establishment and/or organization unit using the current date or any date in the history file. The Report options include Job Group, Salary Grade, EEO-1 Category and Job Title.

Inward/Outward Movement Reports can be run by job group or salary grade for an Establishment and/or organizational unit. The Reports include all inward and outward movement including promotions, laterals, new hires, and voluntary and involuntary force losses.

The CCS Headquarters Staff Establishment EO/AA Manager uses the Profile Reports to determine whether or not the Establishment is currently utilized. The Manager uses the Movement Reports to analyze the changes that have occurred in the profile representations and assess whether progress is being made toward Establishment goals and objectives. Thus, potential problems can be identified and corrective action plans developed, when appropriate.

#### Mechanized Employment and Test Tracking System (METTS)

METTS enables the Employment Offices to track applicant flow, test results, and hire data by race and sex. As a result, the Employment Offices can develop appropriate strategies for acquiring qualified minority and women candidates for employment. Regional Management and Occupational (non-management) Employment Office personnel are trained to access and use the system for this and other business related purposes.

The CCS Headquarters Staff Establishment Human Resources Staff Manager reaffirms the commitment to equal opportunity and affirmative action by the quarterly reporting of EO/AA efforts. Areas that require attention and/or room for improvement are identified and communicated to all stakeholders accordingly. Corrective action and/or good faith efforts are encouraged to ensure positive EO/AA results for the CCS Headquarters Staff Establishment.

**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)  
**10/08/91**

PRODUCER CP0953-1  
**Marsh & McLennan, Inc.**  
21 Avenue of the Americas  
New York, NY 10020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

INSURED  
**American Telephone and Telegraph Company**  
550 Madison Ave.  
New York, N.Y. 10022

- COMPANY LETTER **A AMERICAN RIDGE INSURANCE COMPANY**
- COMPANY LETTER **B Planet Insurance Co.**
- COMPANY LETTER **Natl Union Fire Ins Co of Pittsburgh**  
**C American Ridge Ins. Co.**
- COMPANY LETTER **Self Insured Retention**  
**D Hartford Fire Insurance Company**
- COMPANY LETTER **E Employers Reinsurance Corporation**

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
<b>A</b>	GENERAL LIABILITY	GL-2-01-01-91	09/01/91	09/01/92	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				BI & PD COMBINED	\$ 2500	\$ 2500
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PERSONAL INJURY	\$	\$
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS BROAD FORM PROPERTY DAMAGE PERSONAL INJURY						
<b>B</b>	AUTOMOBILE LIABILITY	NO. NKA 010015 00	09/01/91	09/01/92	BODILY INJURY (PER PERSON)	\$	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS (PRIV. PASS.)				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN ) (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				BI & PD COMBINED	\$ 2500	
<b>C</b>	EXCESS LIABILITY	BE308-1187 XSO-1-10-15-90	10/15/90	10/15/91	BI & PD COMBINED	\$ 5000	\$ 5000
<b>D</b>	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	SELF INSURED RETENTION \$500,000 10WBML 4967 (CALIF.) 10WERML 2241 (TEX)	1/1/91 4/1/91 3/1/91	1/1/92 4/1/92 3/1/92	STATUTORY	\$500,000 (EACH ACCIDENT)	
						\$500,000 (DISEASE-POLICY LIMIT)	
						\$500,000 (DISEASE-EACH EMPLOYEE)	
<b>E</b>	OTHER	C 12902 R5 (binder #280210)	8/1/91	8/1/92		\$4,500	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS All Operations of the Insured.

**CERTIFICATE HOLDER**

**STATE OF WASHINGTON DEPT. OF CORRECTIONS**  
410 W. 5TH.  
OLYMPIA, WASHINGTON

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*James P. Li*

000697

NOTICE:

Self Insured - General and Auto Liability

Be advised, the first \$2.5 million of liability insurance indicated on the attached certificate is what is referred to in the insurance industry as a "fronting arrangement"; AT&T is really self insured. The fronting arrangement makes it easier to comply with customers request for insurance coverage without having to explain "self insurance." Since the arrangement is truly a self insured mechanism, you are subject to a bill back for all liability claims up to \$2.5 million.

Additional Insured - adding another to our policy, although acceptable, is to be discouraged whenever possible. Although the intent is to provide coverage offered by the policy to the additional insured for liability resulting from the negligence of AT&T (generally applies when both are named in a suit), this restrictive interpretation may not survive in some courts. It is possible, that adding another simply as additional insured may entitle that party to coverage under our policy for their negligence.

In order to avoid this misrepresentation of intent, all certificates of insurance making reference to additional insured will be accompanied by a specific reference to the project/work performed or occupancy of premises.

Example:

ABC Corporation is added as additional insured with respect to work being performed by AT&T only.

or

ABC Corporation is added as additional insured with respect to work performed under contract Y12359 by AT&T.

or

ABC Corporation is added as an additional insured as respects occupancy of leased premises by AT&T.

000698



This Agreement is entered into between AT&T Communications, Inc., acting on behalf of the Interstate Division of the American Telephone and Telegraph Company and the AT&T Communications interexchange companies (hereinafter "AT&T") and **a** WASHINGTON STATE DEPT. OF CORRECTIONS ("Agent")  
Company name

WHEREAS Agent is responsible for the placement of public telephones on the premises listed in Attachment A hereto and has arranged for the placement on such premises of public telephones owned and operated by a local exchange company ("LEC"), the parties agree as follows:

1. Agent represents and warrants that it is authorized to make decisions concerning public telephone service at the locations listed in Attachment A, including the right to select the primary interexchange carrier ("PIC") for operator assisted ("0+") interLATA calls placed from those locations.
2. Agent hereby selects AT&T as the "0+" PIC for the LEC public telephones at the locations listed in Attachment A, and it appoints AT&T as its Agent for the purpose of submitting Agent's selection of AT&T as its PIC for such telephones. Agent also agrees that it will promptly sign and return any ballot received from a LEC in connection with "equal access" for that LEC's public telephones and to name AT&T as Agent's "0+" PIC on the ballot. Nothing in this Agreement requires Agent to route "1+" interLATA calls to AT&T from the telephones covered by this Agreement.
3. Agent must inform AT&T of the telephone line numbers for each of the LEC public telephones at the locations listed in Attachment A ("locations") and all changes or additions to those numbers. Agent may direct the appropriate LEC to provide AT&T with such information, but AT&T is not obligated to pay the commissions described in paragraph 5 below unless and until it has been provided with correct line numbers for the LEC public telephones.
4. Agent will use its best efforts to retain the placement of the LEC public telephones at the locations listed in Attachment A during the term of this Agreement. If the number of LEC public telephones covered by this Agreement decreases substantially, AT&T has the right to terminate this Agreement.
5. AT&T agrees to pay Agent a commission as described in Attachment B on the billed revenues for non-sent paid (i.e., collect, credit card and billed to third number) AT&T calls placed from the LEC public telephones at the locations listed in Attachment A, provided that:
  - a. Agent complies with all of the requirements in paragraphs 1-4 above.
  - b. Agent will indemnify and hold AT&T harmless against any claim by any third party for commissions relating to the LEC public telephones covered by this Agreement.
  - c. Agent will provide AT&T or its designee with reasonable access to Agent's records relating to this Agreement.
6. This Agreement will begin upon the signing of this Agreement by both parties and will be in effect for the period described in Attachment B. AT&T's obligation to pay commissions pursuant to paragraph 5 above will begin on the date that any LEC first implements Agent's selection of AT&T as Agent's "0+" PIC from that LEC's covered telephones. AT&T may terminate this Agreement with respect to any or all of the locations listed in Attachment A by sending written notice to Agent if the Federal Communications Commission, a State Public Utilities Commission or a court of competent jurisdiction issues an order or ruling which contains terms or conditions that materially and adversely affect this Agreement, its profitability to AT&T, or the ability of AT&T or Agent to perform its

(over please)

000699



obligations as set forth herein. In addition, if applicable rules and regulations change, so that Agent is not permitted to select the interexchange carrier for all "0+" dialed interLATA calls from the covered telephones, Agent's duty to route all such calls to AT&T will end, and AT&T may terminate this Agreement by sending written notice to Agent. Termination of this Agreement under this paragraph will not give Agent any right to seek damages from AT&T as long as AT&T complies with its obligations to Agent up to the date of termination.

7. Except in cases involving willful or wanton conduct, AT&T's liability to Agent is limited to its obligations to pay commissions as described above. AT&T SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT AT&T HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE), BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.
8. Any technical or business information or data disclosed or furnished to Agent by AT&T ("information"), including all information relating to AT&T calls, remains the property of AT&T. When in tangible form, this information must be returned upon request. All such information must be kept confidential by Agent and used only in Agent's performance under this Agreement, unless the information was previously known to Agent without any obligation of confidentiality or is made public by AT&T.
9. This Agreement and any attachments hereto constitute the entire understanding between the parties. They supersede all prior understandings, oral or written representations, statements, negotiations, proposals and undertakings with respect to the subject matter hereof. All amendments to this Agreement must be in writing, must refer specifically to this Agreement and must be signed by authorized representatives of the parties.

AT&T Communications, Inc.

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Date

Print/Type name: SANDY WHITLARK

Title: REGIONAL OPERATIONS MANAGER

**b** WASHINGTON STATE DEPT. OF CORRECTIONS  
Company Name

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Date

**c** Print/Type name: \_\_\_\_\_

Title: \_\_\_\_\_

410 WEST 5TH (P.O. BOX 9699; FN-61)  
Company address

OLYMPIA, WA 98504  
City State Zip Code

\_\_\_\_\_  
Company telephone number

**d** Federal Tax ID (To issue commission checks) \_\_\_\_\_

000700

3

**Attachment A: Local Telephone Company Public Phones**

**To ensure you receive your full commission, it is important that you write down each of your local telephone company public phone numbers.**

*(Complete one Attachment A form for each business address. You may have to copy this form before filling it out if you have multiple locations.)*

**a** WASHINGTON STATE DEPT. OF CORRECTIONS  
 COMPANY NAME  
410 WEST 5TH (P.O. BOX 9699: FN-61)  
 COMPANY ADDRESS  
OLYMPIA, WA 98504  
 CITY STATE ZIP CODE  
 \_\_\_\_\_  
 TYPE OF COMPANY  
 \_\_\_\_\_  
 AUTHORIZED CONTACT PERSON  
 \_\_\_\_\_

**b** GTE  
 LOCAL TELEPHONE COMPANY  
 \_\_\_\_\_ NEW ACCOUNT  
 \_\_\_\_\_ ADDITIONAL LINE(S)  
 \_\_\_\_\_ DISCONNECT LINE(S)

<b>c</b> Local Telephone Company Public Phone Number	<b>d</b> Set Type: Coin or Coinless
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<b>c</b> Local Telephone Company Public Phone Number	<b>d</b> Set Type: Coin or Coinless
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BY:  
**e** \_\_\_\_\_  
 AUTHORIZED SIGNATURE  
 \_\_\_\_\_  
 PE OR PRINT NAME  
 \_\_\_\_\_  
 DATE  
 \_\_\_\_\_  
 PHONE NUMBER DURING BUSINESS HOURS  
 \_\_\_\_\_

ACCEPTED BY: AT&T  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE  
SANDY WHITLARK, REGIONAL OPERATIONS MANAGER  
 TYPE OR PRINT NAME  
 \_\_\_\_\_  
 DATE  
 \_\_\_\_\_



Attachment A: Local Telephone Company Public Phones

To ensure you receive your full commission, it is important that you write down each of your local telephone company public phone numbers.

(Complete one Attachment A form for each business address. You may have to copy this form before filling it out if you have multiple locations.)

a WASHINGTON STATE DEPT. OF CORRECTIONS
COMPANY NAME
410 WEST 5TH (P.O. BOX 9699; FN-61)
COMPANY ADDRESS
OLYMPIA, WA 98504
CITY STATE ZIP CODE
TYPE OF COMPANY
AUTHORIZED CONTACT PERSON

b PTI
LOCAL TELEPHONE COMPANY
NEW ACCOUNT
ADDITIONAL LINE(S)
DISCONNECT LINE(S)

c Local Telephone Company Public Phone Number
d Set Type: Coin or Coinless

c Local Telephone Company Public Phone Number
d Set Type: Coin or Coinless

BY:

ACCEPTED BY: AT&T

e AUTHORIZED SIGNATURE
TYPE OR PRINT NAME
DATE
PHONE NUMBER DURING BUSINESS HOURS

AUTHORIZED SIGNATURE
TYPE OR PRINT NAME
SANDY WHITLARK, REGIONAL OPERATIONS MANAGER
DATE

000702



3

Attachment A: Local Telephone Company Public Phones

To ensure you receive your full commission, it is important that you write down each of your local telephone company public phone numbers.

(Complete one Attachment A form for each business address. You may have to copy this form before filling it out if you have multiple locations.)

WASHINGTON STATE DEPT. OF CORRECTIONS
COMPANY NAME
410 WEST 5TH (P.O. BOX 9699; FN-61)
COMPANY ADDRESS
OLYMPIA, WA 98504
CITY STATE ZIP CODE
TYPE OF COMPANY
AUTHORIZED CONTACT PERSON

U.S. WEST COMMUNICATIONS
LOCAL TELEPHONE COMPANY
NEW ACCOUNT
ADDITIONAL LINE(S)
DISCONNECT LINE(S)

Table with 2 columns: Local Telephone Company Public Phone Number, Set Type: Coin or Coinless. Multiple rows for data entry.

Table with 2 columns: Local Telephone Company Public Phone Number, Set Type: Coin or Coinless. Multiple rows for data entry.

BY:

ACCEPTED BY: AT&T

AUTHORIZED SIGNATURE
PE OR PRINT NAME
DATE
PHONE NUMBER DURING BUSINESS HOURS

AUTHORIZED SIGNATURE
TYPE OR PRINT NAME
SANDY WHITLARK, REGIONAL OPERATIONS MANAGER
DATE

000703



**Attachment B:  
AT&T Individual Commission Plan**

*This form details the AT&T Individual Commission Plan  
and needs to be returned with your signed contract.*

1. The commission rate payable to Agent for each location listed in Attachment A and the term of this Agreement are set forth below:

<b>Total Number Of Public Telephones At A Location Routing "0+" InterLATA Calls To AT&amp;T</b>	<b>Commission Rate On AT&amp;T Non-Sent Paid Revenues From LEC Public Phones</b>
	24 %

five (5)

The initial term of this Agreement is a period of ~~two (2)~~ years from the date Agent first begins earning commissions on any telephone listed in Attachment A pursuant to the terms of paragraph 6 of the Agreement.

This Agreement shall be automatically renewed for additional one year terms unless either party gives thirty (30) days' notice of its intention not to renew.

2. AT&T Non-Sent Paid Revenues will be calculated based on a monthly period beginning on the 16th day of each calendar month and ending on the 15th day of the following month.

000704



A P P O I N T M E N T   O F   A G E N T

The undersigned does hereby appoint AT&T my agent, to act in my name and stead, to handle all arrangements with local telephone companies (LEC's) to select AT&T as the "0+" carrier for all current and any future LEC public telephones installed at all locations under my control throughout the United States. It is understood that only one "0+" long distance company for a LEC public telephone may be selected for a LEC public telephone, and that the selection of more than one "0+" long distance company for a LEC public telephone may invalidate any choice. It is further understood that there may be a charge by the local telephone company(s) for each public telephone line if there is a change in choice of "0+" long distance companies following the initial selection.

WASHINGTON STATE DEPT. OF CORRECTIONS  
(Company)

410 WEST 5TH  
(Address)

\_\_\_\_\_  
(Signature)

OLYMPIA, WA 98504  
(City, State)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Business Telephone)

\_\_\_\_\_  
(Date)

000705

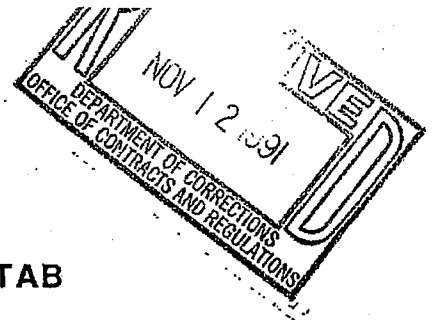
INMATE COMMUNICATIONS TELEPHONE  
SERVICE PROPOSAL  
FROM

**USWEST**<sup>™</sup>  
COMMUNICATIONS 

FOR  
THE STATE OF WASHINGTON



DEPARTMENT OF CORRECTIONS



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000707



November 12, 1991  
Bellevue, Washington

**Transmittal Letter**

Inmate Telephone and Call Monitoring Service Proposal CRFP2562

Kay Wilson-Kirby, Assistant Administrator/Operations  
Office of Contract and Regulation  
410 W. 5th  
P.O.Box 9699; FN-61  
Olympia, Washington 98504

Dear Kay Wilson-Kirby:

Thank you for the opportunity to bid on the Inmate Telephone and  
Call Monitoring Service for the State of Washington Department of  
Corrections.

On behalf of U S WEST Communications (USWC), I look forward to  
working closely with you to provide the State of Washington with  
the very best Inmate Telephone and Call Monitoring Service package  
available. At the request of American Telephone and Telegraph  
Company (AT&T), U S WEST has entered into a Co-Prime agreement  
to fulfill offering both the intraLATA and interLATA portions of this  
R.F.P. A copy of the Co-Prime agreement is included in the Technical  
Response Section as requested in the R.F.P.

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Due to regulatory constraints, U S WEST and AT&T must submit **separate** responses to this R.F.P. U S WEST Communication's proposal will refer to the AT&T proposal on all matters pertaining to the provision of interLATA service, including the commission to be paid to the State of Washington DOC from interLATA revenues.

Our proposal also specifically addresses providing the Inmate Telephone System, Recording/Monitoring, and Computer Assisted Inmate Features at U S WEST facilities only. **However, that should the DOC prefer one vendor provide all of its Inmate Service, U S WEST will make subcontracting arrangements to provision facilities outside our territory.**

I will be representing USWC during this R.F.P. process and I have also been authorized to commit U S WEST contractually should the DOC accept this proposal. Please don't hesitate to contact me should any questions arise concerning this proposal. My address and telephone numbers are included.

000709

U S WEST Communications  
Sue Haynes  
Account Executive  
14808 SE 16th  
Bellevue, Washington 98007

Phone #: (206) 451-5328  
Fax #: (206) 451-6011  
Pager #: (206) 996-9222

U S WEST Communications accepts the General Requirements of the  
R.F.P. outlined in Section 1 and acknowledges receipt of Changes and  
Clarifications 1 through 5.

Sincerely,



Sue Haynes  
Account Executive  
U S WEST Public Services

000719

RFP #CRFP2562

U S WEST Communications, Inc.  
FIRM SUBMITTING BID  
*Susan Haynes*  
SIGNATURE  
Susan Haynes - Account Executive  
PRINTED NAME AND TITLE  
11/12/91  
DATE

84-0273800  
FEDERAL TAX ID NUMBER  
(206) 451-5328  
TELEPHONE NUMBER  
14808 SE 16th, Basement  
ADDRESS  
Bellevue, WA 98007  
CITY, STATE ZIP

APPROVED:

*Joanne R. Crossen*  
SIGNATURE  
Joanne R. Crossen-Vice President  
PRINTED NAME AND TITLE  
11-07-91  
DATE

STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS:

APPROVED:

ATTESTED:

\_\_\_\_\_  
SIGNATURE  
Chase Rivland-Secretary of Corrections  
PRINTED NAME AND TITLE  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME AND TITLE  
\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME AND TITLE  
\_\_\_\_\_  
DATE

000711

## PROPOSAL SUMMARY

In response to the R.F.P. issued by the Department Of Corrections for all work training release and correctional facilities in the State of Washington, U S WEST Communications is submitting this "turn-key" proposal for Inmate Telephone, Call Monitoring/Recording, and the additional computer assisted Inmate Features. By turn-key we mean that all specifications requested in the R.F.P. have been addressed. U S WEST is co-bidding with AT&T in order to fulfill any interLATA specifications. However, due to regulatory constraint, our response and AT&T's response must be submitted separately. For this reason any answers to questions which pertain to the provision of interLATA long distance service (rates, commissions, etc.) will be referred to in the AT&T proposal.

U S WEST feels that it is important to offer the Department Of Corrections the most comprehensive Inmate Telephone Service available. If the DOC prefers that one vendor provide all of its Inmate Service, U S WEST will make subcontracting arrangements to provision facilities outside our territory. However, should the DOC prefer to accept the U S WEST proposal and choose to negotiate

000712

separate agreements for territory outside U S WEST's serving area and with any other InterExchange Carrier, our co-prime arrangement with AT&T will not interfere.

U S WEST Communications is the preeminent provider of Inmate Telephone Service. To retain this distinction we have become extremely customer focused in the areas of **compensation** and **inmate equipment provisioning**. U S WEST has addressed the commission aspects of this R.F.P. with an offer to pay several hundred thousand dollars annually to the DOC for its inmate welfare funds.

In response to the recording and monitoring portion of this R.F.P. U S WEST has chosen **Dictaphone** equipment including their **Call Watch** system. The size of our company allows us to obtain the requested computer assisted inmate telephone features (call blocking, timing, etc.) from a variety of industry leaders. We will procure these additional features after joint consultation with DOC personnel.

000713

It is obvious that other bidders will promise high commissions and quality equipment in their response to this R.F.P. U S WEST has the distinction of competitive superiority for the following reasons:

**Service:** No other respondent has trained service technicians in every corner of the State. U S WEST maintains personnel dedicated to the maintenance of public and inmate service in major metropolitan areas like Tacoma and Spokane, as well as smaller communities like Pasco, and Shelton.

**Experience:** No other respondent has 106 years of experience in the telecommunications industry. Initially as Pacific Northwest Bell and now as U S WEST Communications, we have always been on the cutting edge of public and inmate phone technology. Our knowledge of the telecommunications business including its regulations and legislation is extensive.

000714

**Stability:** No other respondent provides the financial stability offered by U S WEST. Capital outlay on the part of the successful bidder of this contract will be considerable. U S WEST has the fiscal capacity for initial investment and ongoing procurement as the Department expands its facilities.

**Commitment to Washington:** U S WEST employs over 8800 people in Washington, pumping millions of dollars annually into the economy of this State. In 1990, we contributed more than \$3,000,000 in support of communities throughout the state. Special emphasis was placed on education and early childhood development, human services, and the performing and visual arts through support of programs like the United Way; Choices; the Outstanding Teacher Program; the Goodwill Games; Fight Hunger Day; and Special People's Cruise. At U S WEST we believe in improving the lives of the people we serve and encourage employee involvement in meeting the needs of the community.

000715



U S WEST believes that **"A Commitment to Washington"** is necessary if our State is going to continue to prosper.

Through involvement, innovation, and investment U S WEST will continue to address its duty to the citizens of Washington.

At U S WEST, we feel that these factors...**Service, Experience, Stability, and a Commitment to Washington** set U S WEST apart from its competition. Every respondent can offer the Department of Corrections competitive commissions and quality equipment. However, no other respondent can offer the service, experience, stability and commitment to Washington that is offered by U S WEST.

000716

APPENDIX A

TECHNICAL SPECIFICATIONS SECTION

A. SERVICE

- |  | Yes         | No                 |
|--|-------------|--------------------|
| 1. Can provide operator services trained to DOC procedures including but not limited to the "operator announcement" as mandated by the Drug Omnibus Bill, Chapter 271, Laws of 1989.           | <u>    </u> |                    |
| 2. If using computer generated operator service, can provide rotary dial collect calls within the same time frames as touchtone.   |             | Not Applicable<br> |
| 3. If using computer generated operator service, can provide capability for called parties with rotary dial phones to accept calls. Provide method on a separate sheet and label technical #3. |             | Not Applicable<br> |
| 4. Can provide service with no surcharge to called party or DOC.   | <u>    </u> |                    |
| 5. Can provide a private line for each telephone set.  | <u>    </u> |                    |
| 6. Can provide telephone sets, all associated equipment, and lines at all listed DOC locations.  | <u>    </u> |                    |

7. Can provide precise equipment clocks (timing mechanisms). Attach certificate of accuracy and mark technical #7.

OK \_\_\_\_\_

8. Can provide credit for a bad connection.

OK \_\_\_\_\_

9. Can provide a P.01 grade of service.

OK \_\_\_\_\_

11. If using computer assisted operator service, can provide technology that can detect messages, voice recorders and hang up immediately.

Not Applicable  
\_\_\_\_\_  
\_\_\_\_\_

12. Can provide answer supervision.

OK \_\_\_\_\_

13. If using computer assisted operator service, can provide technology that can detect messages, voice recorders and hang up immediately.

Not Applicable  
\_\_\_\_\_  
\_\_\_\_\_

14. Can provide telephone sets, all equipment, lines, calling, recording monitoring, hardware/software and associated equipment and local, intraLATA services. If contracts with other vendors, please provide a copy of contract (s) and mark Technical #14 for evaluation identification.

OK \_\_\_\_\_

000718

15. Can provide interLATA and international calling services. If contracts with other vendors, please provide copy of contract (s) and mark Technical #15 for evaluation identification.

ARH \_\_\_\_\_

16. Can install public and inmate telephones, associated equipment wiring hardware and enclosures at each listed institution/work training release facility.

ARH \_\_\_\_\_

17. Can provide monthly usage and financial statements to include telephone numbers called at no charge to DOC. Attach examples of statements the company would utilize. Provide information on separate sheet and label technical service #17.

ARH \_\_\_\_\_

18. Can provide the monetary amount, if any of the minimum revenue threshold for each phone location. Provide information on separate sheet and label technical service #18.

ARH \_\_\_\_\_

19. Can provide proposal of plans to interface with the local operating companies, i.e., Public Access Lines (PAL), access charges. Provide copies of proposals and mark Technical #19.

ARH \_\_\_\_\_

000719

20. Can provide telephone instruments, conduit, cabling, lines and associated equipment, at each listed facility. Can maintain a minimum ratio of 1 telephone and line for 20 inmates. Ideal ratio is one telephone per 15 inmates except as required by DOC for security i.e. a lower ratio for hospital high security areas within institutions.

DAV \_\_\_\_\_

21. Can capture and account for all local, intraLATA and international calls.

DAV \_\_\_\_\_

22. Can provide rate schedule for collect calls. Attach schedule and mark Technical #22.

DAV \_\_\_\_\_

23. State whether or not your rates are more/less expensive:

ATT	more	_____	less	_____	same	_____	percentage	_____	%
MCI	more	_____	less	_____	same	_____	percentage	_____	%
SPRINT	more	_____	less	_____	same	_____	percentage	_____	%
US WEST	more	_____	less	_____	same	<u>DAV</u>	percentage	<u>100</u>	%
Others	more	_____	less	_____	same	_____	percentage	_____	%

Provide rate schedule, marked Technical #23.

000720

24. Can provide operator center equipment indicating calls are from prison inmates. OK \_\_\_\_\_

25. Can provide direct payments by way of monthly checks to each facility. OK \_\_\_\_\_

26. Can comply with the requirement to block telephone numbers that inmates are not allowed to call and provide a method to get back to inmates for problem resolution. Provide information on method on separate sheet and label Technical #26. OK \_\_\_\_\_

27. State the time frame required to add, change or cancel a blocked number. Provide information on separate sheet and label technical #27. OK \_\_\_\_\_

28. Can comply with the requirement for system redundancy. OK \_\_\_\_\_

29. Must comply with the requirement for disaster recovery plan. Attach copy of plan and label Technical, #29. Certify that you have a disaster recovery plan. OK \_\_\_\_\_

30. State the compensation rate and type; i.e., net , billed revenue, etc. Attach an explanation of definitions for the terminologies and examples used in the proposal; and, label Technical #30 for evaluation and identification (separate sheet).

APK \_\_\_\_\_

31. State the fee for an operator assisted local and indicate whether it is a flat fee or per minute charge. Provide on separate sheet and label technical # 31.

APK \_\_\_\_\_

32. State the number of calls that can be can be handled simultaneously.

APK \_\_\_\_\_

U S WEST dedicates each of its inmate and coin operated telephones to its own line. For this reason every phone at a DOC facility could be in use at the same time for any call duration and U S WEST would have the capability to process the calls simultaneously.

Call processing capacity is measured by the central office switch which provides telephone service to the area. The capacity of a typical switch is 215,000 calls per hour. These switches also have the reserve capacity to handle any future growth planned for DOC facilities.

000722

33. State the time increment charges  
(separate sheet and label technical  
#33).

SAV

\_\_\_\_\_

34. Can provide call forwarding blocking?

SAV

\_\_\_\_\_

35. Can provide call length delineators?

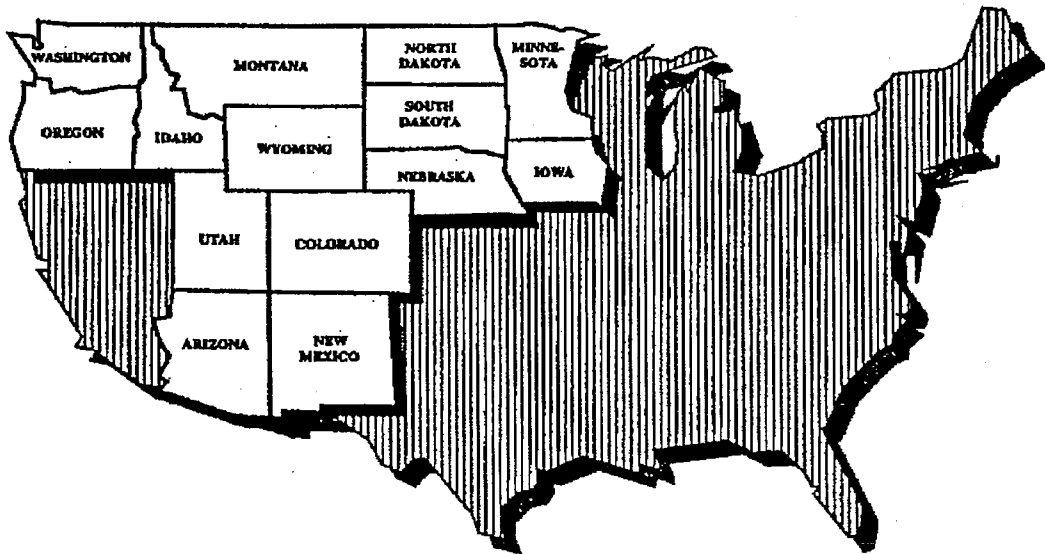
SAV

\_\_\_\_\_

000723



**USWEST**<sup>®</sup>  
COMMUNICATIONS 



INMATE COMMUNICATIONS  
TECHNICAL PROPOSAL  
NO. CRFP2562

FOR THE  
STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS

000724

The interLATA carrier shall set the costs and rates for their service, and also set the rate for commission payments on interLATA calling.

## **Definitions**

### **Gross Revenues**

No exclusions, monthly service charges, or fees are deducted before commissions are calculated.

**Gross Billed Revenues    Gross Net Revenues**  
**Adjusted Gross Revenues**

Commissions are calculated after the deduction of monthly services charges and fees.

000725

## Technical Specification Clarifications

### Technical #7

U S WEST timing accuracy is based on Answer Supervision which is a 100% reliable electronic signal that returns answer detection to the originating central office when the far end answers (start billing) the call and returns another electronic signal when the far end terminates the call (stop billing).

Answer supervision is part of the U S WEST central office switch which is purchased from either AT&T, NTI, or Erickson. The accuracy of the switch is guaranteed at the time of purchase.

Warranty information on each of the above mentioned switches is included in the Appendix of this proposal. It is considered *proprietary* information and should not be disclosed without the written permission of U S WEST Communications.

000726

**Technical #15**

U S WEST Communications is restricted by law from providing interLATA long distance service. U S WEST has arranged to co-bid with AT&T to provision interLATA service for the State of Washington Department of Corrections. Please reference the attached contractual arrangement which will be authorized by U S WEST and AT&T should DOC accept this offer.

*Due to regulatory constraints, our bid and the AT&T bid must be submitted separately. However, all questions regarding provisioning of interLATA long distance service including rate schedules, commission payments, certification issues, etc. will be referred to the AT&T proposal.*

Should the State of Washington DOC prefer to accept the U S WEST proposal and choose to negotiate a separate agreement with AT&T or any other Inter-Exchange Carrier, our co-prime arrangement with AT&T will in no way interfere.

000727



Room 6330  
4460 Rosewood Drive  
Pleasanton, CA 94588

September 26, 1991

Susan Haynes  
Account Executive  
U.S. West Communications  
14808 Southeast 16th, Bsmt.  
Bellevue, WA 98007

Dear Susan,

This requests U.S. West Communications' assistance in responding to the Washington State Department of Corrections Request for Proposal.

We propose a response that provides AT&T as the prime, with a subcontracting arrangement with U.S. West Communications. AT&T would respond to all questions relating to interlata issues, and U.S. West responses would address the intralata and equipment issues.

I will forward the appropriate contractual documentation to you upon your acceptance of this proposal. However, based on our time constraints, it would be beneficial to begin gathering U.S. West Communications' responses to the RFP.

I am looking forward to working with your on this project. I am confident the result will be of mutual benefit to AT&T and U.S. West Communications. Please contact me at 510-224-4926 if you require any additional information or clarification.

A handwritten signature in cursive script that reads "Patty Maitland".

P. A. Maitland  
Account Executive

000728

CO-PRIME AGREEMENT  
BETWEEN  
U S WEST COMMUNICATIONS  
AND  
AMERICAN TELEPHONE AND TELEGRAPH COMPANY

THIS CO-PRIME AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 1991, by and between U S WEST COMMUNICATIONS, INC. ("USWC"), a Colorado corporation, and AMERICAN TELEPHONE AND TELEGRAPH COMPANY ("AT&T"). Both are telecommunication companies authorized to provide public telephone service within the State of Washington, subject to the limitations of state and federal law. The parties shall be collectively referred to in this Agreement as the Co-Prime Contractors.

**RECITALS:**

WHEREAS, State of Washington Department of Corrections ("Space Provider") has issued a Request for Proposal ("RFP") for intraLATA and interLATA public telephone service;

WHEREAS, USWC is prohibited by the Modification of Final Judgment to participate in interLATA service and AT&T is not able to nor desirous of completing the entire project;

WHEREAS, AT&T approached USWC and initiated a co-prime arrangement with USWC.

WHEREAS, the Co-Prime Contractors desire to enter into a teaming arrangement, which allocates responsibility for the activities requested by Space Provider, between USWC and AT&T so that as Co-Prime Contractors they may provide such telecommunications equipment and services as set forth herein and the respective Responses to the Requests for Proposals issued by Space Provider ("Responses") as Co-Prime Contractors.

WHEREAS, USWC may receive and commit not to disclose AT&T's proprietary information, however, USWC will make the information which it shares with AT&T in the course of this co-prime arrangement available to all other interexchange carriers.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth it is agreed as follows:

1. The above recitals are true and by this reference incorporated herein.
2. Overall scope of the work to be performed and General Responsibilities of the parties:
  - A. Both AT&T and USWC will be independent Co-Prime Contractors to Space Provider for the installation, provision, repair, and maintenance of public telephone service. Except to the extent expressly provided, each

7. Each Co-Prime Contractor independently shall own, manage, and maintain that portion of the provision of public telephones which are provided by each Co-Prime Contractor.

8. Except to the limited extent expressly determined necessary to manage the project, neither Co-Prime Contractor (a) is or shall be considered to be the principal or agent of the other Co-Prime Contractor, (b) is or shall be considered to be partners, joint venturers, or members of a common business organization or entity, and (c) does or shall have the authority to bind the other Co-Prime Contractor.

9. NEITHER CO-PRIME CONTRACTOR SHALL BE OBLIGATED TO PERFORM ANY FUNCTION HEREUNDER IF AND TO THE EXTENT IT IS PROHIBITED FROM PERFORMING SUCH FUNCTION UNDER ANY LAW, REGULATION, RULE, JUDGMENT, ORDER, RULING OR DECREE, INCLUDING BUT NOT LIMITED TO THE MODIFICATION OF FINAL JUDGMENT. IN ADDITION, NEITHER CO-PRIME CONTRACTOR SHALL BE OBLIGATED TO PERFORM ANY FUNCTION IF AND TO THE EXTENT THE PERFORMANCE OF SUCH FUNCTION IS PROHIBITED, UNTIL COMPLIANCE WITH REGULATORY REQUIREMENTS IS ACCOMPLISHED.

10. This Agreement shall remain in full force and effect so long as there is a contract outstanding with Space Provider, thereafter, this Agreement shall terminate. This Agreement shall also terminate in the event of mutual agreement of both parties hereto.

11. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. This Agreement constitutes the entire agreement of the Co-Prime Contractors with respect to the Responses to Space Provider and supersedes all prior agreements with respect thereto. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall be one document. If any one or more of the provisions of this Agreement shall be determined to be unenforceable, the remaining parts of this Agreement shall be in full force to the extent possible.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

U S WEST COMMUNICATIONS, INC.

AMERICAN TELEPHONE AND  
TELEGRAPH COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

Name Susan Haynes  
Print or Type

Name \_\_\_\_\_  
Print or Type

Title Account Executive

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Technical Service #17**

Outlined below is an example of financial information that U S WEST will provide to the State of Washington DOC. We are very willing to work with DOC personnel to adapt this format to meet any expectation.

The call detail records provided by the Dictaphone Call Watch System will also capture and detail numbers called and call duration. An example of this call detail record is also provided in the Dictaphone specifications for the Call Watch System.

**State of Washington DOC  
Inmate Telephone Compensation**

<b>Telephone Number</b>	<b>Month Ending</b>	<b>Revenue Amount</b>	<b>Compensation Amount</b>	<b>Location</b>
-----------------------------	-------------------------	---------------------------	--------------------------------	-----------------

000731



**Technical #18**

U S WEST does not set a minimum revenue threshold for placement of inmate telephones at DOC facilities. We have instead always worked with DOC personnel to provide appropriate numbers and locations of inmate telephones to permit reasonable and equitable access to all inmates.

000732

**Technical #19**

U S WEST has Western Electric coin and charge-a-call phones in place at all DOC facilities and work training release centers.

We will work with the DOC if phone locations or equipment requirements change.

The most critical element of the telecommunication portion of this proposal is to provide the inmates access to associates outside the facility. Because U S WEST has been your provider of inmate service for decades, we will be able to integrate the existing phones with the Dictaphone System and any additional computer assisted inmate telephone features jointly determined by U S WEST and the Department of Corrections.

000733

**Technical #22**

**U S WEST Communications Rate Schedule**

The following pages are taken directly from U S WEST's Washington Tariff. The rates listed indicate cost per minute for all intraLATA long distance calls. *The rates and surcharges for interLATA calls can be found in the response submitted by our co-bidder AT&T.*

All inmate calls originating from U S WEST service are outgoing collect only. The operator assistance charge for each station to station call is \$1.25. It is added to each intraLATA long distance call. It should be noted here that the operator assistance charge is not a surcharge for inmate service. The operator assistance charge is exactly the same for calls placed from U S WEST residence or business service in Washington state.

At rates currently in effect, a collect intraLATA call placed on an inmate telephone in Washington would be billed as follows:

\$ ??	Time and Distance Charges (See Tariff Pages)
\$ <u>1.25</u>	Operator Assistance Charge
\$	Sum Total Cost

000734

SCHEDULE 73  
MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES - (Cont'd)

C. Discounts for evening, night, and weekends are expressed as a percent reduction of the charges, calculated in the table in III. RATES AND CHARGES B. preceding, and are applied to the initial and each additional minute rate.

1. Discounts do not apply to operator service charges at any time.
2. When a discount results in a fractional charge, the amount will be rounded to the nearest cent.
3. The evening rate applies to the holidays listed below unless a lower rate applies:

- New Year's Day	January 1
- Independence Day	July 4
- Labor Day	-
- Thanksgiving Day	-
- Christmas Day	December 25

D. Dial Station-to-Station Calls

The charge for this type of call is the sum of the initial minute charge plus the additional minute(s) charge less any applicable discount.

Advice No. 2165T  
Issued: November 26, 1990  
Issued by U S WEST Communications, Inc.  
By G. A. Walker, Vice President

Effective: January 1, 1991

000735

SCHEDULE 73  
MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES - (Cont'd)

E. Operator Service Charges

1. The rates in RATES AND CHARGES E.2. and 3., following, will apply on operator handled calls in addition to the basic rate schedule rate as specified in RATES AND CHARGES B., preceding.
2. Station-operator handled
  - a. For calls charged to a calling card or special billing number and involving no other operator services, a charge of \$.50 per call applies where automatic recording equipment for operator assisted calls is available and the person originating the call dials zero, then the telephone number desired, and the call is billed to a calling card or special billing number. Where no automatic recording equipment exists for operator handled calls, the \$.50 rate will also apply for a calling card or special billing number call.
  - b. For other operator handled station calls, a charge of \$1.25 per call applies.
3. Person - A charge of \$3.00 per call applies.
4. For exceptions See I. DESCRIPTION D.1., preceding.

---

Advice No. 2165T  
Issued: November 26, 1990  
Issued by U S WEST Communications, Inc.  
By G. A. Walker, Vice President

Effective: January 1, 1991

000736

REGIONAL OPH RATES

State	Product	Surcharge	State	Product	Surcharge	State	Product	Surcharge	State	Product	Surcharge
Arizona	Station	\$ 1.30	Idaho	Station	\$ 1.09	Idaho	Station	\$ 1.09	Idaho	Station	\$ .6
	3rd No.	\$ 1.30	Idaho	3rd No.	\$ 1.09	Idaho	3rd No.	\$ 1.09	Local/	3rd No.	\$ .6
Toll	Collect	\$ 1.30	Toll/	Collect	\$ 1.09	Toll/	Collect	\$ 1.09	Coin	Collect	\$ .6
	Person	\$ 2.70	Local/	Person	\$ 3.28(3)	Local/	Person	\$ 3.28(3)	PNB	Person	\$ .6
	Card	\$ .41	Coin	Card	\$ .56	Coin	Card	\$ .56		Card	\$ .3
	BLV	\$ NC	BLV	\$ NC	MB	BLV	\$ NC		BLV	\$ .2	
	BLI	\$ NC	BLI	\$ NC	BLI	\$ NC		BLI	\$ .2		
Idaho	Station	\$ 1.09	Montana	Station	\$ 1.35	N.	Station	\$ 1.20	Utah	Station	\$ 1.1
	3rd No.	\$ 1.09	Montana	3rd No.	\$ 1.35	N.	3rd No.	\$ 1.20	Utah	3rd No.	\$ 1.1
Toll/	Collect	\$ 1.09	Toll/	Collect	\$ 1.35	Mexico	Collect	\$ 1.20	Toll/	Collect	\$ 1.1
PNB	Person	\$ 3.28	Local/	Person	\$ 3.75	Toll/	Person	\$ 2.85	Local/	Person	\$ 2.9
	Card	\$ .56	Coin	Card	\$ .60	Local/	Card	\$ .45	Coin	Card	\$ .3
	BLV	\$ NC	BLV	\$ 2.25	Coin	BLC	\$ 1.00	1/1/89	BLV	\$ .9	
	BLI	\$ NC	BLI	\$ 2.90	BLI	\$ 2.90		BLI	\$ 1.3		
Wyoming	Station	\$ .90	Iowa	Station	\$ 1.00	Minn.	Station	\$ 1.20	Nebr.	Station	\$ 1.2
	3rd No.	\$ .90	Iowa	3rd No.	\$ 1.00	Minn.	3rd No.	\$ 1.20	Nebr.	3rd No.	\$ 1.2
Toll/	Collect	\$ .90	Toll/	Collect	\$ 1.00	Toll/	Collect	\$ 1.20	Toll/	Collect	\$ 1.2
Local/	Person	\$ 2.75	Local/	Person	\$ 2.40	Local/	Person	\$ 2.05	Local	Person	\$ 3.0
Coin	Card	\$ .40	Coin	Card	\$ .55	Coin	Card	\$ .55	Coin	Card	\$ .6
	BLV	\$ .85	BLV	\$ .45	BLV	\$ .50		BLV	\$ 1.2	8-1-88	BLV
	BLI	\$ 1.20	BLI	\$ .75	BLI	\$ .75		BLI	\$ 1.7		
N.	Station	\$ 1.10	S.	Station	\$ 1.25	Oregon	Station	\$ 1.25	Oregon	Station	\$ .65
	3rd No.	\$ 1.10	S.	3rd No.	\$ 1.25	Oregon	3rd No.	\$ 1.25	Oregon	3rd No.	\$ .65
Dakota	Collect	\$ 1.10	Dakota	Collect	\$ 1.25	Toll/	Collect	\$ 1.25	Local/	Collect	\$ .65
Toll/	Person	\$ 2.50	Toll/	Person	\$ 3.25	Coin	Person	\$ 3.00	Coin	Person	\$ .65
Local/	Card	\$ .35	Local/	Card	\$ .55		Card	\$ .50		Card	\$ .30
Coin(3)	BLV	\$ .50	Coin(2)	BLV	\$ 1.25		BLV	\$ NC		BLV	\$ .45
	BLI	\$ .75	BLI	\$ 2.00		BLI	\$ NC		BLI	\$ .85	
Wash	Station	\$ 1.25	Wash.	Station	\$ .65	AT&T	Dial 0	\$			
	3rd No.	\$ 1.25	Wash.	3rd No.	\$ .65	All	Assist	\$ .75(1)			
Toll/	Collect	\$ 1.25	Local/	Collect	\$ .65	States	Card	\$ .80			
Coin	Person	\$ 3.00	Coin	Person	\$ .65		Station	\$ 1.75			
	Card	\$ .50		Card	\$ .30		Person	\$ 3.50			
	BLV	\$ NC		BLV	\$ .25		BLV	\$ 2.00			
	BLI	\$ NC		BLI	\$ .25		BLI	\$ 2.00(2)			
Inter-	Station	\$ .75	Inter-	Station	\$ 1.10	Inter-	Station	\$ 1.55			
state	3rd No.	\$ .75	state	3rd No.	\$ 1.10	state	3rd No.	\$ 1.55			
Intra-	Collect	\$ .75	state	Collect	\$ 1.10	state	Collect	\$ 1.55			
lata	Card	\$ .60	Intra-	Card	\$ .80	Intra-	Card	\$ 1.05			
Rate	Person	\$ 3.00	lata	Person	\$ 3.00	lata	Person	\$ 3.00			
Step101	BLV	\$ NC	Rate	BLV	\$ NC	Rate	BLV	\$ NC			
	BLI	\$ NC	Step102	BLI	\$ NC	Step103	BLI	\$ NC			

CONFIDENTIAL

The information contained herein is confidential. It is meant for use by employees of U S WEST with a need to know.

**Technical #23**

U S WEST is a public utility in the state of Washington, and our rates are regulated by the Washington Public Utilities Commission. A copy of the Washington Tariff follows.

000738

RECEIVED  
 DEC 31 1990  
 WASH. UT. & TRANS. COMM.

1st Revision of Sheet 73-13  
 Cancelling  
 Original Sheet 73-13

SCHEDULE 73  
 MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES

A. The charge for Message Telecommunications Service (MTS) is determined by the:

- distance between stations
- time of day and day of week
- duration of call
- class of call

(M)  
 |  
 (M)

B. Basic Message Telecommunications Service (MTS) Rate Schedule

1. The following rates are effective February 15, 1990 through June 30, 1991.

<u>DAY</u> 8:00 AM - 5:00 PM* Monday - Friday			<u>EVENING</u> 5:00 PM - 11:00 PM* Sunday - Friday	
<u>RATE</u>	<u>1ST</u>	<u>EACH</u>	<u>25% Discount</u>	
<u>MILEAGE</u>	<u>MIN.</u>	<u>ADDL.</u>		
		<u>MIN.</u>		
0 - 10	\$.13	\$.06	<u>NIGHT</u> 11:00 PM - 8:00 AM* Daily	
11 - 16	.17	.10	<u>50% Discount</u>	
17 - 22	.23	.14		
23 - 30	.27	.18		
31 - 55	.30	.20		
56 - 124	.35	.26		
125 - 292	.40	.31	<u>WEEKEND</u> 8:00 AM - 11:00 PM*: Saturday	
293 - 430	.44	.35	8:00 AM - 5:00 PM*: Sunday	
			<u>35% Discount</u>	

NOTE: \* To, but not including

(M) Material formerly appeared on Sheet 73-12.

Advice No. 2174T  
 Issued: December 14, 1990  
 Issued by U S WEST Communications, Inc.  
 By G. A. Walker, Vice President

Effective: February 14, 1991

000739



Original Sheet 73-14

SCHEDULE 73  
 MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES

B. Basic Message Telecommunications Service (MTS) Rate Schedule -  
 (Cont'd)

2. The following rates are effective July 1, 1991.

DAY 8:00 AM - 5:00 PM* Monday - Friday			EVENING 5:00 PM - 11:00 PM* Sunday - Friday	
RATE MILEAGE	1ST MIN.	EACH ADDL. ONE-TENTH MINUTE	25% Discount	
0 - 10	\$.15	\$.006	NIGHT	
11 - 16	.19	.010	11:00 PM - 8:00 AM*	
17 - 22	.25	.015	Daily	
23 - 30	.29	.019	50% Discount	
31 - 55	.31	.022	WEEKEND	
56 - 124	.37	.028	8:00 AM - 11:00 PM*:	
125 - 292	.42	.032	Saturday	
293 - 430	.46	.036	8:00 AM - 5:00 PM*: Sunday	
			35% Discount	

NOTE: \* To, but not including

Advice No. 2165T  
 Issued: November 26, 1990  
 Issued by U S WEST Communications, Inc.  
 By G. A. Walker, Vice President

Effective: January 1, 1991

000740

Original Sheet 73-16

SCHEDULE 73  
MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES - (Cont'd)

E. Operator Service Charges

1. The rates in RATES AND CHARGES E.2. and 3., following, will apply on operator handled calls in addition to the basic rate schedule rate as specified in RATES AND CHARGES B., preceding.
2. Station-operator handled
  - a. For calls charged to a calling card or special billing number and involving no other operator services, a charge of \$.50 per call applies where automatic recording equipment for operator assisted calls is available and the person originating the call dials zero, then the telephone number desired, and the call is billed to a calling card or special billing number. Where no automatic recording equipment exists for operator handled calls, the \$.50 rate will also apply for a calling card or special billing number call.
  - b. For other operator handled station calls, a charge of \$1.25 per call applies.
3. Person - A charge of \$3.00 per call applies.
4. For exceptions See I. DESCRIPTION D.1., preceding.

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Advice No. 2165T  
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By G. A. Walker, Vice President

Effective: January 1, 1991

000741

Original Sheet 73-17

SCHEDULE 73  
MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES - (Cont'd)

F. "10 for \$1 after 10" Station Service Rates

1. The following rates apply for station-customer dialed calls which are dialed and completed by the customer without assistance of a Company operator, from 10 P.M. to, but not including, 8:00 A.M. daily, and between 8:00 A.M. and 10:00 P.M. Saturday and 8:00 A.M. and 5:00 P.M. Sunday between any two points within the Local Access and Transport Area (LATA), except where rates for station-customer dialed, evening, night and weekend calls result in lower charge, in which case the lower rate applies:

Initial period rate	
each ten minutes or fraction of	\$1.00
effective through <u>June 30, 1991</u>	
each additional <u>period rate</u>	
each minute or fraction of	.10
effective <u>July 1, 1991</u>	
additional <u>period rate</u>	
each one tenth minute or fraction of	.01

2. In cases where a "10 for \$1 after 10" call extends beyond the "10 for \$1 after 10" period, the normal long distance charges will apply to each additional minute beyond the "10 for \$1 after 10" period. In cases where a normal long distance call extends into the "10 for \$1 after 10" charges will apply to each additional minute within the "10 for \$1 after 10" period.

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By G. A. Walker, Vice President

Effective: January 1, 1991

000742

Original Sheet 73-18

SCHEDULE 73  
MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES

F. "10 for \$1 after 10" Station Service Rates - (Cont'd)

3. The services of a Company operator will not be used in connection with completing a call, or in furnishing any information or assistance relating to billing or charges for the call. For exceptions see I. DESCRIPTION D.1., preceding.

G. Rates Applicable for Hearing or Speech Impaired Persons

1. Application

Persons who have been certified in writing by a licensed physician, audiologist, speech pathologist, or appropriate state or federal agency as having a hearing or speech impairment which precludes oral communications and who have and use a telecommunications device for visual communications, will receive a day and evening adjustment on station-customer dialed service calls which do not require the intervention of an operator. The adjustment is applied to station-customer dialed message toll service. This adjustment is not applicable to Toll Personalized Area Calling.

- a. Calls placed during the day rate period will be charged for at the evening rate.
- b. Calls placed during the evening and weekend rate period will be charged for at the night rate.

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Advice No. 2165T  
Issued: November 26, 1990  
Issued by U S WEST Communications, Inc.  
By G. A. Walker, Vice President

Effective: January 1, 1991

000743

Original Sheet 73-19

SCHEDULE 73  
MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES

G. Rates Applicable for Hearing or Speech Impaired Persons  
- (Cont'd)

2. Certification

The written certification of the speech or hearing impairment must be presented to the Company business office which serves the residence of the certified person.

The Company business office, upon request, will provide a certification form for use by the applicant.

3. Limitations

The adjustment is provided for use by the speech or hearing impaired customer. It is only applicable to station-customer dialed charges for calls originated from and billed to the telephone exchange service of the residence of the certified hearing or speech impaired person. The adjustment is applicable to only one residence telephone exchange service.

H. Directory Assistance Service Rate

Those listings requested outside a customer's local calling area are charged for in concurrence with the rates and conditions in Schedule 61, Directory Assistance Service.

These rates and conditions are applicable to requests by customers to the service of the Company and by customers to the service of those telephone companies concurring in this Schedule, only if the effective tariff of a concurring telephone company contains identical rates and conditions.

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Advice No. 2165T  
Issued: November 26, 1990  
Issued by U S WEST Communications, Inc.  
By G. A. Walker, Vice President

Effective: January 1, 1991

000744

**Technical #26**

U S WEST will comply with the requirement to block telephone numbers that inmates are not allowed to call by providing a computer assisted inmate telephone system jointly decided upon by DOC and U S WEST.

When a number is blocked at the facility a message is given that the number is not allowed to be called. Under most circumstances DOC personnel have made the inmate aware of this situation.

U S WEST is willing to work with the inmate service provider and DOC to provide an alternative blocked call message if necessary to resolve any possible misunderstanding as to its meaning on the part of the inmates.

000745

**Technical #27**

Call blocking is a feature of the inmate service software. A number can be blocked, changed or cancelled from blocking immediately upon entering it into the software program.

It is U S WEST's recommendation that designated DOC personnel be trained by the inmate service provider as to the call blocking procedures. This training will make the process immediate.

U S WEST technicians are also trained on this procedure and can always be utilized as backup to DOC personnel. If it is determined by DOC that they would prefer U S WEST to block, change and cancel numbers a U S WEST technician can normally be on site within 3 hours.

000746

**Technical #29**

U S WEST Communications has proprietary disaster recovery plans for virtually every aspect of our business. The facilities that serve the State of Washington DOC are given top priority in these recovery plans. U S WEST has identified the State of Washington DOC as a priority customer and will respond immediately to major facility outages. These failures would be resolved in well under 24 hours.

U S WEST Communications services are designed to have a high degree of reliability. Although catastrophic failures can occur, the likelihood of any such failure is minimal.

000747



**Technical #30**

**COMMISSIONS**

USWC proposes to pay 35% commission to the State of Washington DOC. Based on 1991 revenue averages, DOC should expect levels of commission as outlined below:

\$2,151,000	Total Gross USWC Annual Revenue
<u>        X 35%</u>	
\$752,850.00	New USWC Annual Commission to DOC

At the end of each contract calendar year DOC revenue will be evaluated for an adjustment and increase in compensation to the appropriate level as follows (revenue increases are expected with new facilities and expansions at existing facilities). The USWC commission rate will not fall below 35%. Once a level of commission has been achieved, it will remain in place throughout the duration of the contract unless the next appropriate level is attained:

<b>Annual Revenue</b>	<b>Adjustment Level &amp; New Commission Rate</b>
\$2.0 Million	35%
\$3.0 Million	36%
\$4.0 Million	37%

000748

U S WEST will pay commission on **gross** (*no exclusions or monthly service charges or fees are deducted before commissions are calculated*) USWC revenues generated by the inmate and coin telephone service. These commission payments will be made monthly to the DOC and will be paid on all local and intraLATA calls. Because our commission plan pays on **gross** USWC revenues, we believe that it represents a very competitive commission. USWC has provided a competitive commission to the State for many years, and has a current contract with DOC for inmate services.

Commissions are paid on the following USWC GROSS revenues:

- \* Sent paid local calls (cash from coin telephones)
- \* Local collect calls
- \* Person to person local collect
- \* Person to person long distance
- \* Long distance collect calls

Although many vendors choose to pay commissions on originated gross revenues, adjusted gross revenues, gross billed revenues, or gross net revenues, USWC chooses to pay commissions on the higher **GROSS** revenues generated by the inmate phone service.

000749

**Technical #31**

At rates currently in effect, a local collect call placed on an inmate telephone in Washington is a flat fee billed as follows:

\$	.25	Local Call Cost
\$	<u>.65</u>	Operator Assistance Charge
\$	.90	Total Cost

**Technical #33**

IntraLATA rates are both usage, distance, and time of day sensitive.

Our rates are regulated by the Washington Public Utilities

Commission. A copy of the tariff for intraLATA toll rates follows.

*The time increment charges for for interLATA calls appears in the proposal submitted by our co-bidder AT&T.*

As a regulated telephone utility, USWC must abide by the tariffs established by the PUC, and the FCC for setting local and toll rates.

The rates of the applicable tariff shall prevail.

000751

## Repairs

36. Provide location, telephone numbers and number of installers, and repair persons that would be serving the Department of Corrections State of Washington facilities at each institution /work release facility of the Department. Attach a list and mark Technical, Repairs #36.

OK \_\_\_\_\_

37. Can provide information on how repair problems are detected and reported. Attach information and label Technical, Repairs #37.

OK \_\_\_\_\_

38. State the response time for repairs from time reported to technician to technicians arriving on site. Attach information and label Technical, Repairs #38.

OK \_\_\_\_\_

39. Can service and repair all inmate, public telephones, and associated equipment monitoring/recording, hardware/software and associated equipment at contractor's expense.

OK \_\_\_\_\_

000752

**Technical, Repairs #36**

**U S WEST Maintenance Personnel  
Turfed To DOC Centers**

**Cedar Creek Corrections Center**

Technicians' Name	Telephone Number	Number of Techs	Address
Rick Roper	(206) 754-3330 (206) 456-9722	2	2817 Martin Olympia, Wa. 98506
Lloyd Sholblom	(206) 754-3330 (206) 456-9720		see above

**Larch Corrections Center**

Technicians' Name	Telephone Number	Number of Techs	Address
Bob Dykstra	(206) 578-6769 (206) 577-5033	1	865 Douglas Longview, Wa. 98632

**McNeil Island**

Technicians' Name	Telephone Number	Number of Techs	Address
Bruce Goff	(206) 597-6196 (206) 597-0540	2	2027 S. 17th Tacoma, Wa. 98402
Gary Hunt	(206) 597-6196 (206) 597-0536		see above

000753

### Washington Correction Center

Technicians' Name	Telephone Number	Number of Techs	Address
Rick Roper	(206) 754-3330 (206) 456-9722	2	2817 Martin Olympia, Wa. 98506
Lloyd Sholblom	(206) 754-3330 (206) 456-9720		see above

### Washington State Penitentiary

Technicians' Name	Telephone Number	Number of Techs	Address
Toby Armijo	(509) 547-3330 (509) 546-3556	1	723 N. 3D Pasco, Wa. 99301

000754

**U S WEST Maintenance Personnel  
Turfed To DOC Work Release Centers**

**Bishop Lewis House**

Technicians' Name	Telephone Number	Number of Techs	Address
Mike Hallum	(206) 345-4022 (206) 955-6980	1	1709 Airport Way S. Seattle, Wa. 98134

**Cornelius House**

Technicians' Name	Telephone Number	Number of Techs	Address
Dick Day	(509) 455-2512	1	S. 102 Spokane Street Spokane, Wa. 99202

**Longview Work Training Release**

Technicians' Name	Telephone Number	Number of Techs	Address
Bob Dykstra	(206) 578-6769 (206) 577-5033	1	865 Douglas Longview, Wa. 98632

**Madison Inn Work Training Release**

Technicians' Name	Telephone Number	Number of Techs	Address
Marshall Dlxson	(206)345-4022 (206)955-8262	1	1709 Airport Way S. Seattle, Wa. 98134

000755



**Pioneer Work Training Release**

Technicians' Name	Telephone Number	Number of Techs	Address
Mike Hallum	(206) 345-4022 (206) 955-6980	1	1709 Airport Way S. Seattle, Wa. 98134

**Helen B. Ratclif House Work Training Release**

Technicians' Name	Telephone Number	Number of Techs	Address
Marshall Dixon*	(206) 345-4022 (206) 955-8262	1	1709 Airport Way S. Seattle, Wa. 98134

**Tacoma Work Training Release**

Technicians' Name	Telephone Number	Number of Techs	Address
Jack Douglas	(206) 597-6196 (206) 597-0542	2	2027 S. 17th Tacoma, Wa. 98402

**Tri-Cities Work Training Release**

Technicians' Name	Telephone Number	Number of Techs	Address
Toby Armijo	(509) 547-3330 (509) 546-3556	1	723 N. 3D Pasco, Wa. 99301

000756

### **Technical, Repairs #37**

U S WEST inmate telephone systems are monitored by central office implemented programs (*Predict and CNO2*) that continuously scan telephone lines. If anything out of the ordinary is discovered, a report is generated, the line is checked for clearance in the central office, and if necessary a technician is immediately dispatched.

A power failure will not affect U S WEST inmate telephone lines as power from our central office is backed up by an extensive uninterrupter power supply.

000757

## Equipment

40. Can comply with requirement for equipment for the hearing impaired meeting Federal and State Law standards.

CAH \_\_\_\_\_

41. Can comply with the requirement of equipment registration with the FCC. Attach a copy of proposed equipment FCC numbers and label Technical, Equipment #41.

CAH \_\_\_\_\_

42. Can provide brochures, warranties, information pertaining to equipment to be provided for inmate/payphone services. Organize and label Technical, Equipment #42 for evaluation identification.

CAH \_\_\_\_\_

43. Can provide cut off keys for each inmate telephone set, to be located at each institution as direct by DOC.

CAH \_\_\_\_\_

44. Can remove phones on a temporary basis for building expansion or renovation and reinstall at no cost to the agency.

CAH \_\_\_\_\_

45. Provide copy of written operational procedures to be posted at or near inmate phones on date of cut over and label technical Equipment #45.

CAH \_\_\_\_\_

000758

46. Can provide emergency maintenance, on site response time within three (3) hours for 95% of all emergency maintenance calls 24 hours a day, seven (7) days a week.

SAH \_\_\_\_\_

47. Can provide routine maintenance on-site response time within twenty-four (24) hours after receipt of a routine maintenance call and perform during normal business hours 8:00 am-4:30 pm Monday through Friday.

SAH \_\_\_\_\_

48. Can provide an on-site status report to the designated coordinator and maintain daily detailed trouble log for Dept. perusal.

SAH \_\_\_\_\_

49. Provide a description of maintenance organization capable of maintaining the installed equipment and software on separate sheet and label technical equipment #49.

SAH \_\_\_\_\_

50. Can provide telephone sets of high quality, with amplifiers when required and noise cancellation devices.

SAH \_\_\_\_\_

## **Technical, Equipment #42**

Attached are brochures and warranty information for the inmate and coin telephone equipment which is presently in place at all DOC facilities. U S WEST will continue to provide Western Electric 10A charge-a-call and coin public telephones for DOC. These sets have proven to be effectively resistant to inmate abuse. They are equipped with gorilla-type handsets, reinforced handset cords, armored housings, and vandal resistant dials. These phones are mechanical sets that do not require electricity. The inmate phones allow collect calls only. The smarts of the phone are remotely located in USWC switching office, so that the inmates cannot manipulate the telephones within the facility. The Western Electric phones have proven to be tamper free. From a technical standpoint, these sets have met the needs of DOC, and other correctional facilities, for well over two decades.

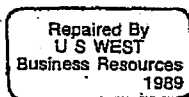
Whenever possible U S WEST refurbishes its coin and charge-a-call sets through a separate subsidiary, Business Resources Incorporated (BRI).

000760

**U S WEST BUSINESS RESOURCES**

**COIN REPAIR**  
**"Quality Control Program"**

"The BRI Coin and Set Repair Shop" offers a 6 MONTH Warranty on repaired/refurbished coin components and sets. The following conditions must be met in order for the warranty to apply:



1. The unit must have been repaired by BRI within the last 6 months.

(Note repair sticker on unit to determine.)

2. The unit has not been obviously vandalized.

3. The unit is returned directly to our repair shop using the "Quality Control Form" and, if possible, the original box. An initial supply of "QC" forms and pre-addressed labels are attached for your convenience. If you need more labels, please call (402) 593-1012 and request them. The "QC" form should be reproduced locally.

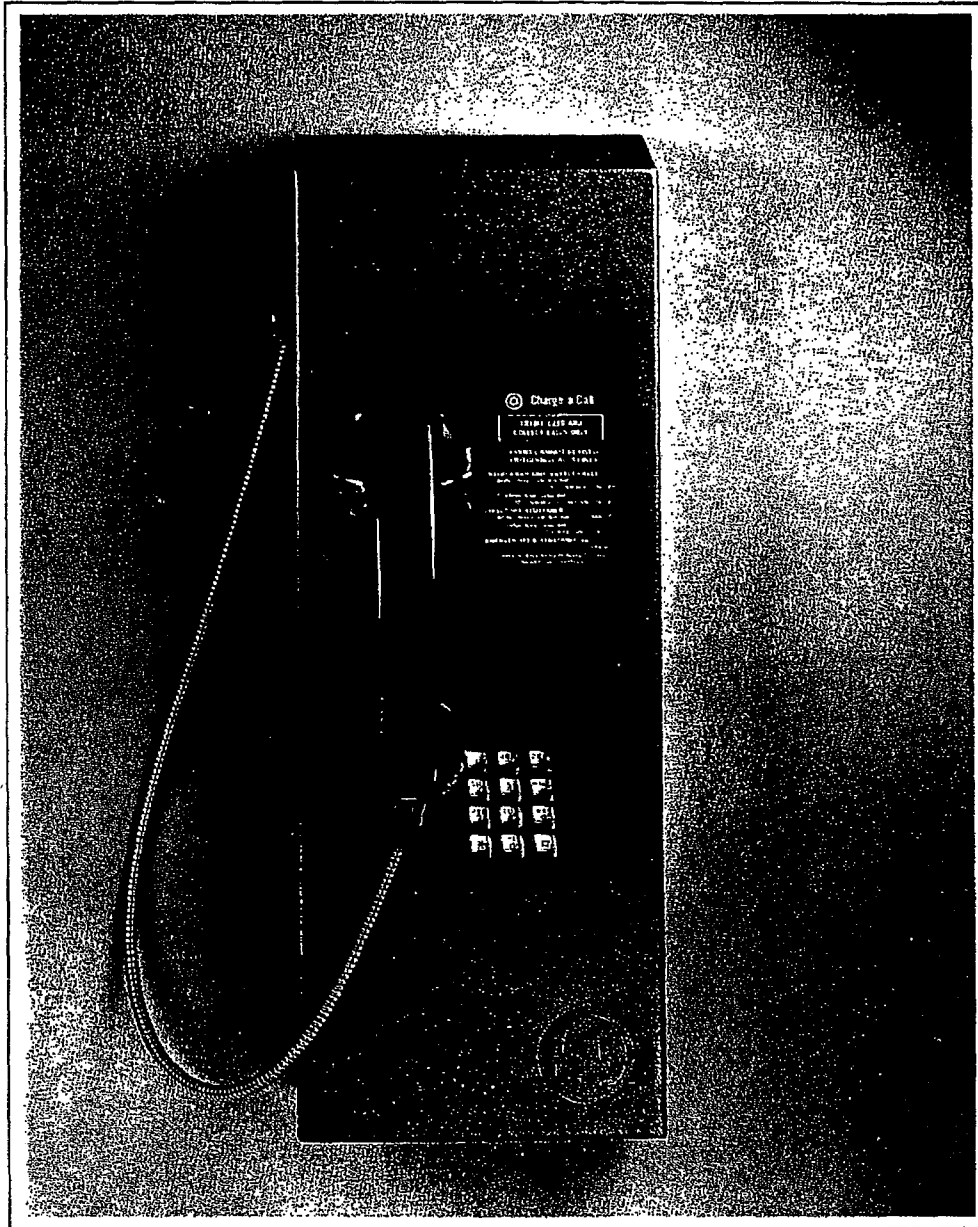
You will receive a personal telephone reply or a note explaining what was found wrong with the unit. You will not be charged any Regis/AMMS loadings for the return. Also, a replacement/repaired unit will be sent to you within 2 weeks of our receipt of the defective unit.

We can't improve our service and quality unless you help us. Please take time to properly fill out the "Quality Control Form" and provide as much detail as you can. Feel free to use the form to offer suggestions and comments that you may have.

<i>Larry Kindig</i>	<i>Mgr. Product Services</i>	<i>(402) 593-1021</i>
<i>Jerry Koraleski</i>	<i>Lead Technician</i>	<i>(402) 593-1010</i>

000761

# Standard Coinless Telephone Set



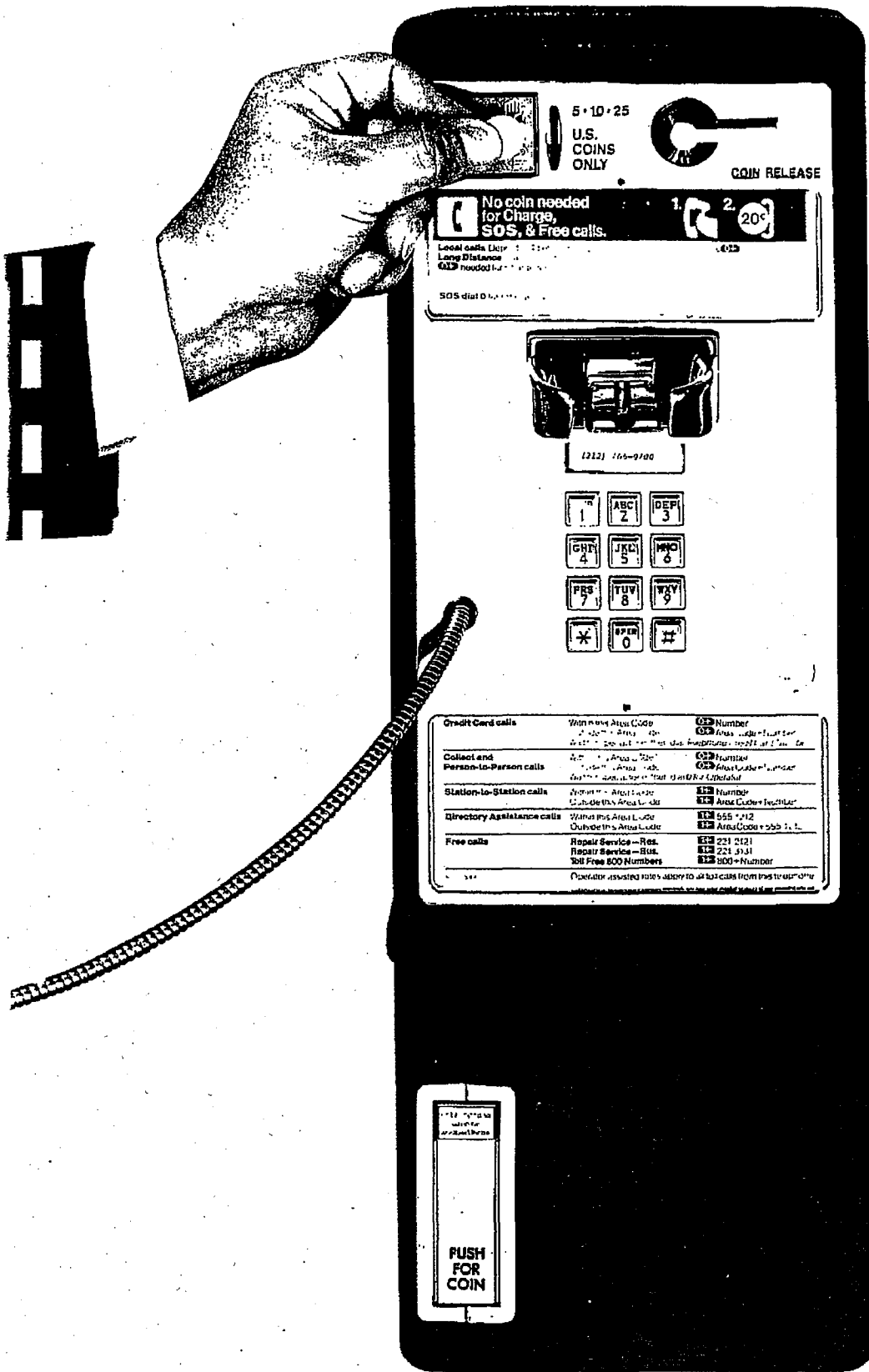
000762

1070B-PT-JE-11G

 Western Electric

# The Coin Telephone

To serve your public's telephone calling needs.



5 • 10 • 25  
U.S. COINS ONLY

**No coin needed for Charge, SOS, & Free calls.**

Local calls: Dial 1  
Long Distance: Dial 1-800  
SOS dial 0, 1, 2, 3, 4, 5, 6, 7, 8, 9



(212) 212-9100

1	ABC 2	DEF 3
GHI 4	JKL 5	MNO 6
PQR 7	TUV 8	WXY 9
*	0	#

<b>Credit Card calls</b>	Within Area Code Area Code + Number	<b>00</b> Number Area Code + Number
<b>Collect and Person-to-Person calls</b>	Area Code + Number Area Code + Number + Number	<b>00</b> Number Area Code + Number
<b>Station-to-Station calls</b>	Area Code + Number Sub-Office Area Code	<b>00</b> Number Area Code + Number
<b>Directory Assistance calls</b>	Within this Area Code Outside this Area Code	<b>00</b> 555 + 12 Area Code + 555 + 1, 2
<b>Free calls</b>	Repair Service—Res. Repair Service—Bus. Toll Free 800 Numbers	<b>00</b> 221 2121 <b>00</b> 221 5131 <b>00</b> 800 + Number

PUSH FOR COIN

000763





**Technical, Equipment #45**

Attached are the written operational procedures which are presently posted on all inmate and coin phones at DOC facilities. Selection of a interLATA carrier other than AT&T would alter these instruction cards accordingly.

000764

**Technical, Equipment #49**

U S WEST Communications has a team of experts dedicated to meeting the needs of the inmate industry. The technicians that currently provide service to DOC correctional facilities in the State average 25 years of experience.

USWC has the resources and personnel available in Washington state to provide quality service daily and deliver superior response under extraordinary circumstances. In Washington alone we have 47 technicians dedicated to public and inmate communications.

U S WEST technicians are trained in classroom and on job. This training is updated on a regular basis.

U S WEST also assigns technicians to geographic territories and to specific customers. This arrangement allows our technicians to become familiar with the concerns of each of their customers. The list of technicians provided on the Technical, Repairs Requirement #36 does not limit USWC from borrowing technicians from other

000765

## Installation/Implementing Schedule

51. Provide an implementation plan and installation schedule for all services, equipment being proposed. Separate sheet and label technical #51.

AAH

000766

**Technical #51**

U S WEST Communications submits this implementation plan and installation schedule for all services and equipment being proposed for installation at DOC facilities. A Gantt Chart also depicts a timeline of these events. It should be noted that the material contained in this schedule of events is for DOC facilities within U S WEST territory. **Should the DOC determine that it would prefer to have one point of contact for its inmate service, U S WEST will make the necessary subcontracting arrangements to provide service to facilities outside our territory.**

The following schedule of events is based upon a contract award date of 1-16-92, and an authorization from the State of Washington DOC to begin ordering equipment. Installation of inmate telephones is not included as U S WEST equipment is already in place.

000767

**1-16-92:**

Upon notification from DOC that the award is approved, U S WEST will order all necessary equipment. A sixty day project completion date will begin.

**01-10-92:**

U S WEST will begin work to run existing telephone lines through the control center which will house the Call Monitoring/Recording/Call Detail equipment at McNeil Island, Washington State Penitentiary, and Washington Correction Center. This work will be finished by approximately 1-24-92.

**01-27-92:**

Installation of all Call Monitoring/Recording/Call Detail equipment begins at the above listed Correction Centers. Work to complete by 02-10-92.

**02-11-92:**

Installation of the Dictaphone "Call Watch " software, and the determined timing and call blocking software begins at the above referenced Correction Centers. Work to complete by 02-25-92.

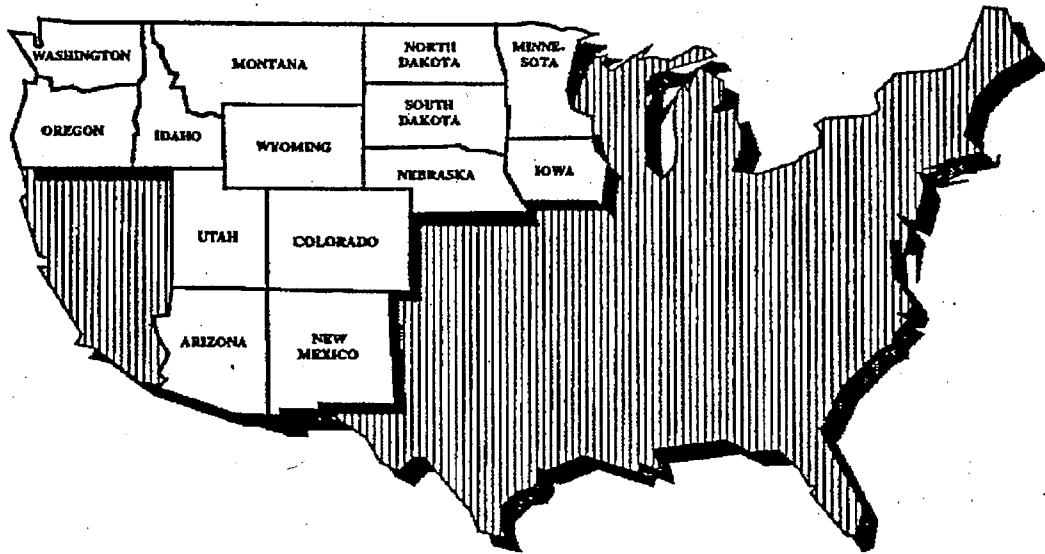
**02-26-92:**

Training of State of Washington DOC employees on the use the Dictaphone and inmate services hardware and software begins at the above referenced Correction Centers. Training to complete by 03-11-92.

**Project to complete by 03-16-92.**

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**USWEST**<sup>®</sup>  
**COMMUNICATIONS** 



**INMATE COMMUNICATIONS  
MANAGEMENT PROPOSAL  
NO. CRFP2562**

**FOR THE  
STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS**

000769

## Appendix B

### Management Proposal Requirements

#### A. Identifying Information

1. What is the name of your company?

U S WEST Communications

2. What is the address of your company?

14808 S.E. 16th, Bellevue, Washington, 98007

3. What is the telephone number for your company?

(206) 451-5328

4. What is the name of your company's principal officer?

Gary Ames

5. What is the name of your company's project leader for inmate telecommunication service?

Susan Haynes

000770

6. **What is your company's Washington business license number and employer identification number?**

U S WEST utilizes a Unified Business

Identification Number 601295793.

U S WEST's Federal Tax Identification

Number is 84-0273800.

7. **How many telecommunications staff does your company employ?**

8,800 in Washington State                      57,510 regionally

8. **Where is your company headquarters located?**

1801 California Street, Denver, Colorado 80202

000771



**B. Experience of Proposer**

- 1. What is the length of time that your company has been in business in telecommunications?**

106 years

- 2. What is your company's previous experience supplying telecommunications service within the State of Washington?**

U S West is a resident proposer in Washington with 106 years of experience. Initially as Pacific Northwest Bell Telephone Company and now as U S WEST

Communications, we have been on the cutting edge of inmate and public telephone technology. Our knowledge of telephone rules, regulations, and legislation is extensive, and has been proven to be beneficial on numerous occasions.

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U S WEST presently provides inmate and public communication service to 28,286 customers; business service to 120,387 customers and residence service to 1,475,330 customers in Washington state. We also have contracts with the following state agencies:

**Washington State Department of  
Transportation  
Washington State Department of  
Information Services  
Washington State Employment Security  
Western State Hospital  
The Evergreen State College**

3. **If your company or any connecting entity has previously contracted with the DOC, please indicate the contract number and the period of performance?**

U S WEST has contract number DOC CDOP1940 in affect with the State of Washington Department of Corrections. The period of performance is 4-7-89 through 4-7-91, and is still in effect on a 30 day renewal.

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**Management B. #4**

**U S WEST Inmate Services Customer References**

**Iowa Department of Adult Corrections**

Iowa State Penitentiary  
Fort Madsion, Iowa 52627  
Mr. David Nickell  
(319) 372-5432

**Oregon Department of Corrections**

2575 Center NE  
Room 207 A  
Salem, Oregon 97310  
Mr. Greg Kanne  
(503) 378-2064

**Maricopa County Jail**

102 W. Madison Street  
Phoenix, Arizona 85003  
Ms. Debbie Overton  
(602) 256-1026

**King County Jail**

500 5th Avenue  
Seattle, Washington  
Mr. Ray Coleman  
(206) 296-1269

**State of Utah Department of Corrections**

Dept. of Administrative Services  
Division of Information Technology  
5000 State Office Building  
Salt Lake City, Utah 84114  
Bill Theel  
(801) 538-3333

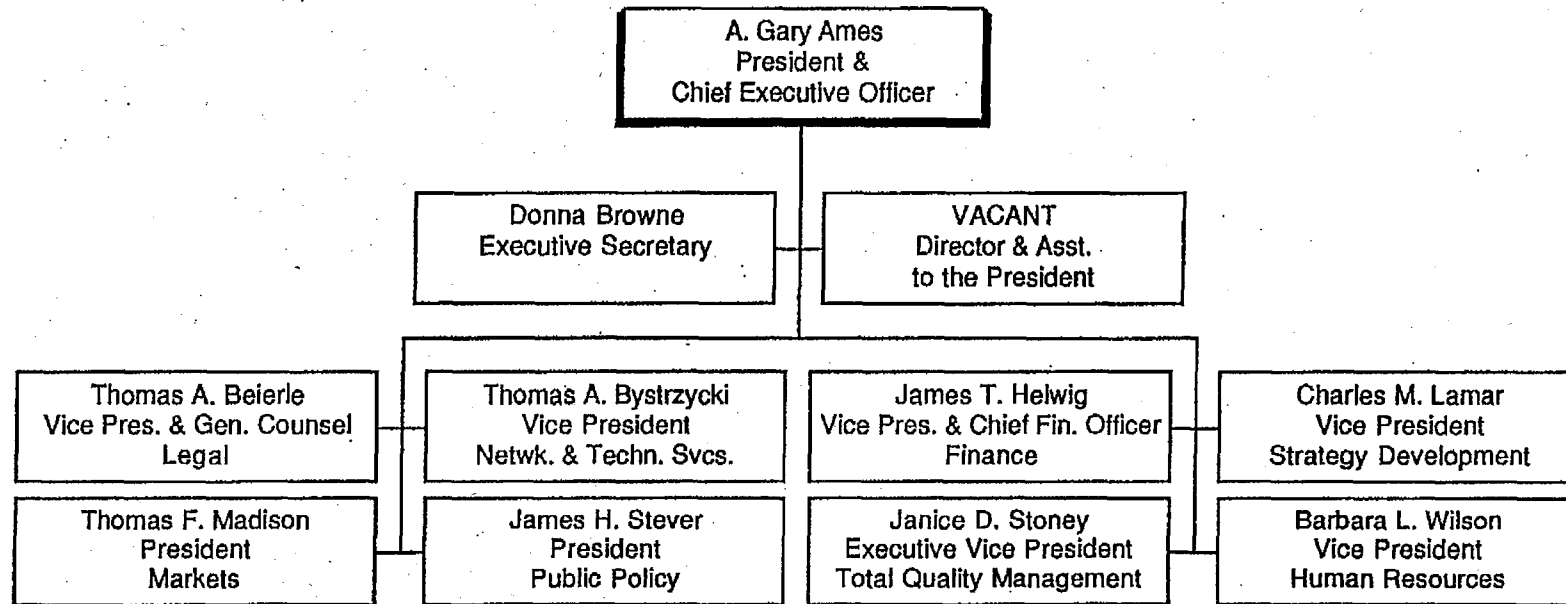
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**Management B. #5**

**U S WEST Organizational Chart  
Depicting Principal Officers**

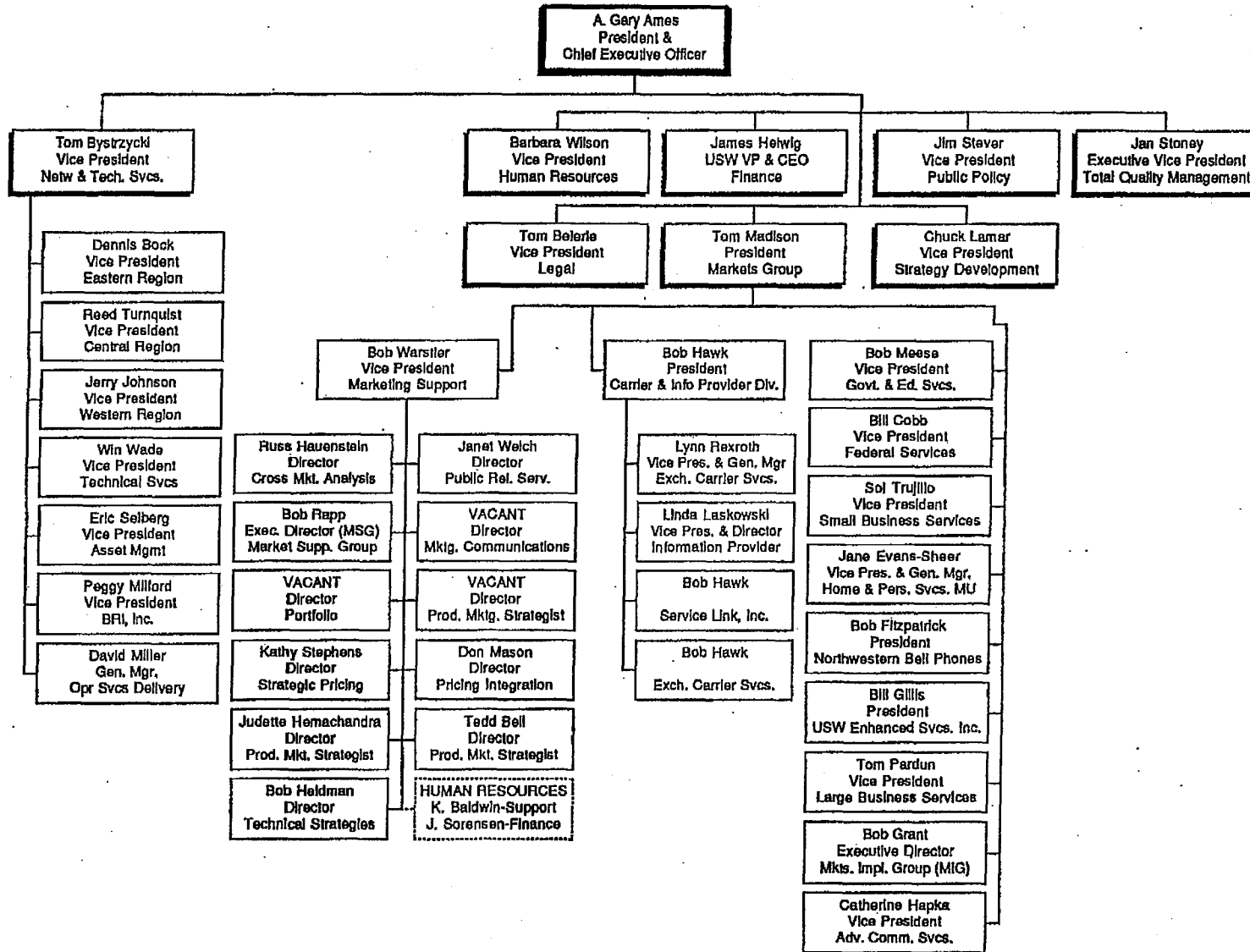
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U S WEST Communications, Inc.

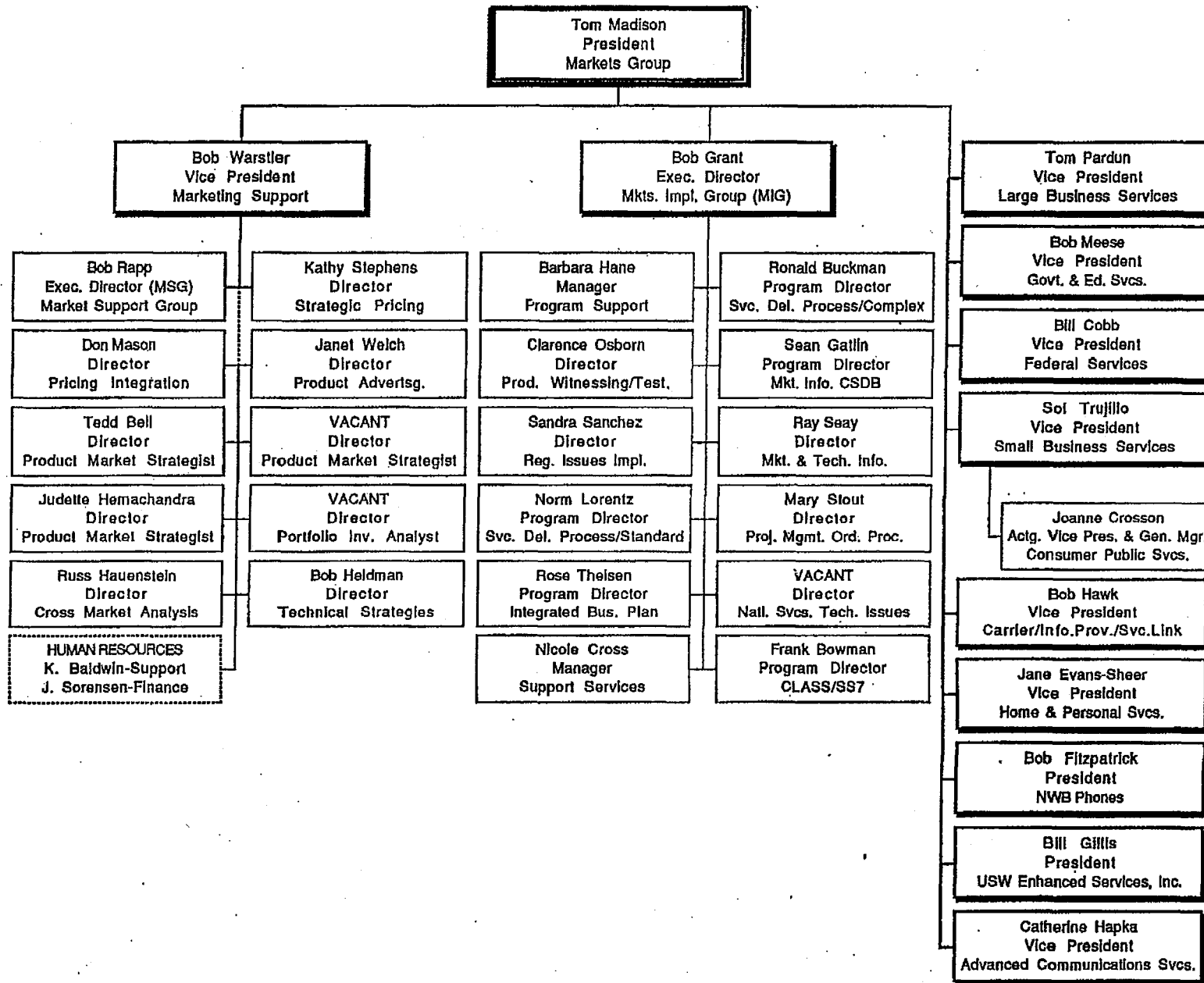


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# U S WEST Communications, Inc.



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**Management B. #5**

**Key U S WEST Staff For Inmate and  
Pay Telecommunications Services**

Although U S WEST maintains a significant number of employees solely dedicated to the provision of inmate and public telephone service in the State of Washington, the following U S WEST team members will be the key personnel involved with the State of Washington Department of Corrections Inmates Services Project:

**Susan Haynes**  
Account Executive  
14808 SE 16th  
Bellevue, Wa. 98007  
Business: (206) 451-5328  
Pager: (206) 996-9222

**Butch Monaghan**  
Network and Technologies Operations Manager  
2817 Martin Way  
Olympia, Wa. 98506  
Business: (206) 754-3330  
Pager: (206) 866-3028

**Jim McMillan**  
Network and Technologies Operations Manager  
S. 102 Spokane Street  
Spokane, Wa. 99202  
Business: (509) 455-2512  
Pager: (509) 455-1161

\*An organizational chart of all U S WEST operations managers and technicians in Washington state is also included.

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## **Qualifications of Key Operations Personnel**

USWC personnel will be the one-point-of-contact between the equipment vendor and DOC. USWC has a team of experts dedicated to addressing the concerns of the inmate industry. U S WEST's goal is to anticipate the additional services necessary to assist in the management of correctional facilities.

USWC believes in one point of contact for our larger customers. Our U S WEST Account Executive, **Sue Haynes**, will serve as the one-point-of-contact between DOC, the equipment vendor, and USWC services. Sue has 14 years experience in the telecommunications industry and with U S WEST. She presently manages the marketing of all public and inmate communication services in the geographic territory described below:

U S WEST territory in Southern Washington from Tacoma south to Winlock and territory in Eastern Wa. communities from Ritzville east to Liberty Lake, and Spokane north to Northport.

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Sue also leads the inmate sales team for U S WEST Communications.

This team attends seminars, and trade shows that are specific to inmate industry, thus positioning USWC as the expert in this unique telecommunications field.

Sue also has the authority to represent and negotiate for USWC for this RFP with the State of Washington Department of Corrections.

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Our U S WEST Operations Managers, **Butch Monaghan** and **Jim McMillan** have the authority to remove any roadblock in the way of completely satisfying U S WEST customers. Both Butch and Jim have over 20 years experience in managing the provisioning of telecommunication services.

Our key Operations Managers are responsible for the overall management of coin and inmate services in the geographic territory described below:

Butch Monaghan - U S WEST territory from Federal Way, Wa. south to Winlock, Wa., Ocean Shores, Wa. East to Mt. Rainier and the Olympic Peninsula with 11 technicians all dedicated to the provisioning of public and inmate communications.

Jim McMillan - U S WEST territory in all Eastern Washington communities from Yakima, Wa. east to Liberty Lake, Wa. and north from Spokane, Wa. to Northport, Wa., with 11 technicians all dedicated to the provisioning of public and inmate communications.

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The technicians dedicated to DOC inmate services (See Technical, Repair #36) have an average of 25 years service with U S WEST. They provide all aspects of provisioning including installation, maintenance, and repair. Our technicians have worked with inmate telephone services since its evolution and implementation by the Bell System in the early 1970's, and have the authority to completely satisfy U S WEST's customers!

Many vendors subcontract repair and maintenance work because their companies are operated outside of Washington. U S WEST is a local company. Our employees live and work in your community! They take pride in the work they perform at all DOC facilities.

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**U S WEST Operations Personnel  
Inmate and Public Communications Washington State**

**Thomas Faulkner Manager**  
Manager Public Services  
(503) 293-4550  
8021 SW Capital Hill Road  
Portland, Oregon 97219

**Jim Copley**  
Operations Manager  
(206) 345-4022  
1709 Airport Way South  
Seattle, Wa. 98134

**Service Technicians**

Nancy Bergman  
Rick Contois  
Rob Croston  
Marshall Dixson  
Bill Dwyer

Michael Hallum  
Walter Harding  
Fred Heffley  
Dave Kline  
Kim Stricker

**Tom Deja**  
Operations Manager  
(503) 293-4560  
8021 SW Capital Hill Road  
Portland, Oregon 97219

**Longview, Washington Area Technician**  
Robert Dykstra

000784

**Jesse Guitierrez**  
Operations Manager  
(206) 345-1919  
1709 Airport Way South  
Seattle, Wa. 98134

**Service Technicians**

Sam Adamski  
Ronald Ankarberg  
Ed Clark  
Garry Curtiss  
Joe Griffen

Mike Kimura  
Ted Kozely  
Gary Lewis  
Pete Thatcher

**Jim McMillen**  
Operations Manager  
(509) 455-2512  
S. 102 Spokane Street  
Spokane, Wa. 99202

**Service Technicians**

Toby Armijo  
Dick Day  
Wayne Demaray  
Chris Johnson  
Gary Knapp  
Leland Knapp

Rick Reyes  
Joe Seefried  
Steve Smith  
Laszlo Suto  
Ed Woodo

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**Butch Monaghan**  
Operations Manager  
(206) 754-3330  
2817 Martin Way  
Olympia, Wa. 98506

**Service Technicians**

Jack Douglas  
Pete Fischer  
Bruce Goff  
Gary Hunt  
Don Johnson  
Don McArthur

John Mergen  
Dale Neubauer  
Rick Roper  
Lloyd Schoblom  
Al Williams

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**PUBLIC SERVICES**  
Segment of Small Business Services

Sol Trujillo (602)351-6100  
Vice President & General Manager  
Small Business Services  
5090 N 40th Street - Suite 450  
Phoenix, Arizona 85018  
TGG000000

Joanne R. Crosson (206) 345-4220  
Vice President/Market Manager  
Public Services  
Room 3114, Bell Plaza  
Seattle, Washington 98191  
UEC/TEC/REC100000

LouAnn M. Kramer (206) 345-7345  
Manager-Office Administration  
UEC100000

Warren Halverson (206) 345-6353  
Director-COPT  
1600 7th Ave.  
Seattle, WA 98191  
UEC/TEC/REC101000

Barbara J. Thompson (303) 896-2604  
Director-Sales  
1999 Broadway, Room 920  
Denver, Colorado 80202  
TEC/UEC/REC102000

J. Thomas Alfrey (303) 896-7667  
Director-Market Intregation  
1999 Broadway, Room 920  
Denver, Colorado 80202  
TEC/REC/UEC103000

Nicholas S. Zefferys (206) 346-9486  
Director-Market Development  
Room 2608, Bell Plaza  
Seattle, Washington 98191  
UEC/REC/TEC105000

Laura D. Mills (206)346-5905  
Manager-Product & Market Support  
Rm. 2610, 1600 7th Ave  
Seattle, WA 98191  
UEC/TEC/REC100100

Jerry L. Rose (612) 853-0415  
Manager-Coin Counting  
2701 E. 80th Street  
Bloomington, Minnesota 55425  
REC/TEC/UEC100300

Tom E. Peterson (206) 345-8513  
Manager-Finance  
Room 2610, Bell Plaza  
Seattle, Washington 98191  
UEC/TEC/REC100600

L. Dan Lanksbury (206) 346-5461  
Manager-State Leg/Reg Affairs  
Room 2614, Bell Plaza  
Seattle, Washington 98191  
UEC/TEC/REC100B00

Gary B. Fletcher (612) 853-0429  
Manager-Leg./Reg.  
2701 E. 80th Street  
Bloomington, Minnesota 55425  
REC100D00

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Market Development

Joanne Crosson (Cont.)

Vice President/Market Manager  
Public Services  
UEC/TEC/REC100000

Nicholas S. Zefferys (206) 346-9486

Director-Market Development  
Room 2608, Bell Plaza  
Seattle, Washington 98191  
UEC/REC/TEC105000

Staff Clerk

Linda Stevens (206) 345-1391

John B. Heiderich (206)345-2708

Manager-Markets  
Room 2608, Bell Plaza  
Seattle, Washington 98191  
UEC/TEC/REC105100

Steve G. Dennis (206) 345-1690

Manager-Product Group Manager  
Room 2608, Bell Plaza  
Seattle, Washington 98191  
UEC105400

Dave H. Manville (206) 345-6723

Manager-Product Management  
Room 2608, Bell Plaza  
Seattle, Washington 98191  
UEC/TEC/REC105060

James S. Brandt (206) 345-8066

Manager-Product Management  
Room 2608, Bell Plaza  
Seattle, Washington 98191  
UEC/TEC/REC105050

Donovan E. Cross (206) 345-8514

Manager-Product Analyst  
Room 2608, Bell Plaza  
Seattle, Washington 98191  
UEC105600

Penelope R. Cutler (206)597-5860

Manager-Market Analyst  
1313 Broadway, Rm 128  
Tacoma, WA 98402  
TEC105020

Wanda C. Kather (206) 346-9485

Manager-Space Provider  
Room 2608, Bell Plaza  
Seattle, Washington 98191  
UEC105000

Jack Rae, Jr. (503)293-4500

Manager - Radio Services  
8021 SW Capitol Hill Road  
Portland, Oregon 97219  
UEC/TEC/REC105040

Cyndi Wikstrom (206) 597-5794

Manager-Market Analyst  
1313 Broadway, Room 337  
Tacoma, WA 98402  
UEC105010

SB/MU Support

Mike A. Breda (206) 345-6857

Manager-Advertising  
Media Relations  
Room 3214, Bell Plaza  
Seattle, Washington 98191

000788

Joanne Crosson (Cont.)

Vice President/Market Manager  
Public Services  
UEC/TEC/REC100000

Sales

Barbara J. Thompson (303) 896-2604

Director-Sales & MSC  
1999 Broadway, Room 920  
Denver, Colorado 80202  
TEC/REC/UEC102000

Admin Reports Clerk

Cecelia J. Deal (303)896-8147  
Vivian McDonald (303)896-7347

Robert N. Dubay (503)242-3931

Manager-Account Executive  
421 SW Oak, Room 4S03  
Portland, OR 97204  
UEC102010

E. A. "Liz" Tracy (206)345-5383

Manager-Premise Sales  
Room 2608, Bell Plaza  
Seattle, Washington 98191  
UEC/TEC102400

E. A. "Liz" Tracy (Cont.)

Manager-Premise Sales  
UEC/TEC102400

Meritt J. Finer (303) 896-2027

Manager-Strategic Market Analysis  
1999 Broadway, Room 920  
Denver, Colorado 80202  
TEC102020

James E. Crouch (505) 888-8607

Manager-Account Executive  
4300 Bogan N. E. Sta. 038  
Albuquerque, NM 87109  
TEC102530

Donavon F. Lent (602) 249-5104

Manager-Account Executive  
2424 W Camelback Rd.  
Phoenix, Arizona 85015  
TEC102590

Donna J. Olsen (503) 293-4621

Manager-Marketing Svc.Center Support  
8021 SW Capitol Hill Road  
Portland, Oregon 97219  
UEC102030

Robert J. Dixon (602) 249-5220

Manager-Account Executive  
2424 W. Camelback Rd.  
Phoenix, Arizona 85015  
TEC102540

Kathy R. Zales (602)249-5141

Manager-Account Executive  
2424 W. Camelback Rd.  
Phoenix, Arizona 85015  
TEC102550

Dennis M. Kienlen (602) 842-7903

Manager-Premise Sales  
7029 N 58th Ave  
Glendale, Arizona 85301  
TEC/REC102000

Ernest H. Espana (505) 888-8602

Manager-Account Executive  
4301 Bogan NE. Sta. 038  
Albuquerque. NM 87109  
TEC1025B0

Bernie L. Zepper (701)241-3328

Manager-Account Executive  
P. O. Box 1900  
Fargo, ND 58102  
REC1025E0

Records Assistant

Joy A. McBride (602)249-5139

Bernice Morales (602) 884-2433

Manager-Account Executive  
104 East Prince Rd.  
Tucson, Arizona 85705  
TEC102580

Records Assistant

Judy Mittleider (701)241-3019  
(Incidental)

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Sales

Barbara Thompson (Cont.)  
Director-Sales  
TEC/UEC/REC102000

E. A. "Liz" Tracy (Cont.)  
Manager-Premise Sales  
UEC/TEC102400

E. A. "Liz" Tracy (Cont.)  
Manager-Premise Sales  
UEC/TEC102400

E. A. "Liz" Tracy (Cont.)  
Manager-Premise Sales  
UEC/TEC102400

Nancy R. Rosenow (612)887-4735  
Manager-Account Executive  
400 W 98th, Floor 2  
Bloomington, MN 55420  
REC1025F0

Pat A Fortin (319)291-9426  
Manager-Account Executive  
403 Sycamore  
Waterloo, IA 50703  
REC1025A0

William R. Brady (602) 249-5155  
Manager-Account Executive  
2424 W. Camelback Rd.  
Phoenix, AZ 85015  
TEC102510

Mary E. Schneider (612)887-4734  
Manager-Account Executive  
400 W 98th, Floor 2  
Bloomington, MN 55420  
REC1025G0

Julie A. Jacobs-Deitering (612)887-4618  
Manager-Account Executive  
400 W 98th, Floor 2  
Bloomington, MN 55420  
REC1025C0

Dale S. Cherrington (801)974-8038  
Manager-Account Executive  
1485 W. 3100 S.  
Salt Lake City, UT 84119  
TEC102520

Geraldine A Weaver (612)887-4741  
Manager-Account Executive  
400 W 98th, Flr 2  
Bloomington, MN 55420  
REC1025D0

Senior Clerk  
Deborah A. Frost (612) 887-4716

Gary W. Jordan (602) 249-5165  
Manager-Account Executive  
2424 W. Camelback Rd.  
Phoenix, Arizona 85015  
TEC102570

Feld D Hodges (402)392-7066  
Manager-Account Executive  
9394 W Dodge, Suite 250  
Omaha, NE 68114  
REC1025H0

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Sales

Barbara Thompson (Cont.)  
Director-Sales  
UEC/REC/TEC102000

E. A. "Liz" Tracy (206)345-5383  
Manager-Premise Sales  
Room 2608, Bell Plaza  
Seattle, Washington 98191  
UEC/TEC102400

E. A. "Liz" Tracy (Cont.)  
Manager-Premise Sales  
UEC/TEC102400

E. A. "Liz" Tracy (Cont.)  
Manager-Premise Sales  
UEC/TEC102400

Staff Clerk  
Lorreen Baltzell (206)345-8916

Joel A. Krueger (503) 242-8184  
Manager-Account Executive  
421 SW Oak, Room 4S03  
Portland, Oregon 97204  
UEC1024B0

Mary M. Wall (206) 346-9394  
Manager-Account Executive  
Room 2609, Bell Plaza  
Seattle, Washington 98191  
UEC102490

Jan K. Flos (801)626-5600  
Manager-Account Executive  
154 21st St.  
Ogden, UT 84401  
TEC1024H0

Valerie K. Wilson (303) 896-2849  
Account Executive  
Rm 920, 1999 Broadway  
Denver, Colorado 80202  
TEC1024C0

Niki A. Athis (206) 345-5444  
Manager-Account Executive  
Room 2609, Bell Plaza  
Seattle, Washington 98191  
UEC1024A0

Cora S. Brown (206) 451-5249  
Manager-Account Executive  
14808 SE 16th, Basement  
Bellevue, Washington 98005  
UEC102420

Cheryl A. Walsh (503) 484-8458  
Manager-Account Executive  
272 Country Club Road, Box 20  
Eugene, Oregon 97401  
UEC102480

Jean V. Baldwin (303)896-4867  
Manager-Account Executive  
1999 Broadway, Room 920  
Denver, CO 80202  
TEC1024G0

Sue K. Haynes (206) 451-5328  
Manager-Account Executive  
14808 SE 16th, Basement  
Bellevue, Washington 98005  
UEC102450

Administrative Reports Clerk  
Beth E. Cupler (303) 896-2294

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Sales

Barbara Thompson (Cont.)  
Director-Public Communications  
UEC/TEC/REC102000

E. A. "Liz" Tracy (Cont.)  
Manager-Premise Sales  
UEC/TEC102400

Dave W. Dempewolf (206) 597-4062  
Manager-Marketing Service Centers  
Room 136, 1313 Broadway  
Tacoma, Washington 98402  
UEC/TEC/REC102600

Dave W. Dempewolf (Cont.)  
Manager-MSC  
UEC/TEC/REC102600

Inez E. Horton (303)896-2698  
Manager-Account Executive  
1999 Broadway, Room 920  
Denver, CO 80202  
TEC1024D0

Service Representative  
Tina L. Kriedeman (206)345-6308  
Mary T. Greer (602)249-5221

Tom A. Bushman (503)242-3010  
Manager-Account Executive  
Room 4S03, 421 SW Oak  
Portland, OR 97204  
UEC102470

Marketing Svc. Center-Minneapolis  
(612)924-2052  
4701 Beard Ave. S.  
Minneapolis, MN 55410  
REC102650

Marketing Svc Center-Portland  
(503)293-4622  
8021 SW Capitol Hill Road  
Portland, OR 97219  
UEC102640

Service Representatives  
Shella Gordon  
Helen Nelson  
Janet Allwine  
Charles Ranta  
Mary Gulda  
Bonita Lane

Service Representatives  
Shirley M. Hagan  
Joyce A. Johnson  
Mary Jo E. Litherland  
Linda L. Winklepleck  
Janet L. Sheets  
Judy R. Heinrich  
Shirley I. Schnieder

Order Typists  
Julie Bures  
Michelle R. Baxter

Service Order Clerk  
Kate Harris

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Joanne Crosson (Cont.)  
Vice President/Market Manager  
Public Services  
UEC/TEC/REC100000

Product & Market Support

Laura D. Mills (206)346-5905  
Manager-Technical Market Support  
Rm. 2610, 1600 7th Ave  
Seattle, WA 98191  
UEC/TEC/REC100100

Melanie A. Brush (303)896-2851  
Manager-Equal Access  
1999 Broadway, Room 920  
Denver, CO 80202  
TEC/UEC/REC100150

Ed J. McGuane (206) 345-7657  
Manager-Product Management  
Room 2613, Bell Plaza  
Seattle, Washington 98191  
UEC/TEC/REC100110

Steve A. Schack (612) 924-2016  
Manager-Technical Assistance  
4701 Beard Avenue South  
Minneapolis, Minnesota 55410  
REC/TEC/UEC100120

Marle Berg (303) 896-7938  
Manager-Agent Compensation  
1999 Broadway, Room 920  
Denver, Colorado 80202  
TEC/REC/UEC100140

Dennis A. Heffron (206) 345-3371  
Manager-Coin Monitoring Systems  
1709 Airport Way South  
Seattle, Washington 98134  
UEC/REC/TEC100130

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Leg/Reg

Joanne Crosson (Cont.)

Vice President/Market Manager  
Public Services  
UEC/TEC/REC100000

Gary B. Fletcher (612) 853-0429

Manager-Leg/Reg.  
2701 E. 80th Street  
Bloomington, Minnesota 55425  
REC100D00

L. Dan Lanksbury (206) 346-5461

Manager-State Leg/Reg Affairs  
Room 2614, Bell Plaza  
Seattle, Washington 98191  
UEC/TEC/REC100B00

Roselee Beck (303) 896-2854

Manager-Product Management  
1999 Broadway, Room 920  
Denver, Colorado 80202  
TEC103610

Carol L. McGuane (206) 345-2301

Manager-Leg/Reg Support  
Room 2608, Bell Plaza  
Seattle, Washington 98191  
UEC100B00

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Coin Counting

Joanne Crosson (Cont.)  
Vice President/Market Manager  
Public Services  
UEC/TEC/REC100000

Jerry L. Rose (612) 853-0415  
Manager-Counting  
2701 E. 80th Street  
Bloomington, Minnesota 55425  
REC/TEC/UEC100300

Jerry L. Rose (Cont.)  
Manager-Counting  
REC/TEC/UEC100300

Jerry L. Rose (Cont.)  
Manager-Counting  
REC/TEC/UEC100300

Administrative Clerk  
Audrey Glidden  
Milne B. Schmit

Chris M. Stevenson (602) 249-5119  
Manager-Coin/CTOCS/Counting  
2424 W. Camelback Road  
Phoenix, Arizona 85015  
TEC100320

F. Yvonne Wright (303) 896-3210  
Manager-Coin/CTOCS/Counting  
Collections, Key & Locks  
700 W. 48th Avenue  
Denver, Colorado 80216  
TEC100330

Senior Clerk  
LaVonne Olson

Sam S. Sivanich (612)924-2606  
Manager-Projects  
2701 E 80th St  
Bloomington, MN 55425  
REC100300

Records Assistants  
Ruth Gregory  
Brenda L. Johnson  
Michelle L. Pase  
Patricia A. Rentmeester  
Henry Yee  
Toni A. Beaumont  
Diana K. White - temp  
Denise A Lopez - Incidental

Records Assistants  
Dorothy M. Buscarello  
Claudia J. Doyle  
Alberta A. Long  
Marlene K. Pohlenz  
Janice E. Rogers  
Nancy J. Travis

Jean A. Brannigan (612) 853-0434  
Manager-Security  
2701 E. 80th Street  
Bloomington, Minnesota 55426  
REC/UEC/TEC100310

Coin Box Counters  
Sharon G. Carpenter  
Debrah S. Norush  
Joyce M. Shepler  
Roberta A. Stevens

Coin Box Collectors  
Severa L. Romero  
Robert J. Trujillo  
Steve L. Anderson  
Alfredo J. Razal

000795



Joanne Crosson (Cont.)  
Vice President/Market Manager  
Public Services  
UEC/TEC/REC100000

United Way

Ernestine Rutledge-Hester (206)345-6816  
Manager-United Way Campaign  
1600 7th Ave, Rm 2612  
Seattle, WA 98191  
UEC100E00

Staff Clerk

Evle P. Vinluan (206) 345-1425

000796

(msw/ccpsorg/document)

9/26/91  
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Financial Management

Joanne Crosson (Cont.)  
Vice President/Market Manager  
Public Services  
UEC/TEC/REC100000

Tom Peterson (206) 345-8513  
Manager-Finance  
Room 2610, Bell Plaza  
Seattle, Washington 98191  
UEC/TEC/REC100600

Deborah Draper (303) 896-4730  
Manager-Budget Results  
1999 Broadway, Room 920  
Denver, Colorado 80202  
TEC100610

Technical Assistant  
Penelope J. Rans (303) 896-7984

Roger A. Robles (303) 896-2949  
Manager-Finance/Planning  
1999 Broadway, Room 920  
Denver, Colorado 80202  
TEC100600

Markus G. Volke (206) 346-5385  
Manager-Strategic Market Analysis  
Room 2610, Bell Plaza  
Seattle, Washington 98191  
UEC100600

Staff Clerk  
Virgie J. Lyle (206)345-5198

000797

**C. Personnel/Hiring**

1. Will your company assign live operators to the institutions? (If exceptions, please explain on a separate sheet of paper and label Management C. #1).

Yes                      No

2. Will your company assign operators who are specially trained to handle inmate calls?

3. What types of calls will your operators accept from inmates? For example:

                            credit card calls  
                            3rd party billed calls  
                            directory assistance calls  
                            collect calls

4. How many operators will be assigned to handle institution calls?

                            1 to 2  
                            2 to 3  
                            4 or more

**EXCEPTIONS TO RFP CRFP2562  
SECTIONS I AND II**

**CLARIFICATION:**

**I-2. SCOPE AND OBJECTIVES:** U S WEST Communications, Inc. (USWC) is restricted by law from providing interLATA long distance service. At the request of American Telephone and Telegraph Company (AT&T), USWC has entered into a Co-Prime Agreement with AT&T to provide local, intraLATA and interLATA service. Due to regulatory constraints, USWC and AT&T must submit separate responses to this RFP. All portions of the RFP which require information on the provision of interLATA long distance service are available in the proposal submitted by our co-bidder, AT&T. However, should DOC prefer to accept the USWC proposal and choose to negotiate a separate agreement with AT&T or any other interExchange Carrier, our co-prime arrangement with AT&T will in no way interfere.

**CLARIFICATION:**

**I-3. PROJECT REQUIREMENTS:** See Clarification for I-2.

**CLARIFICATION:**

**I-4 TERM:** The term is stated to be tentatively five (5) years but the starting and ending dates equal 56 months. This response has used the 56 months as the term for figuring the termination liability specified in Schedule B.

000799

**EXCEPTIONS TO RFP CRFP2562  
ATTACHMENT B  
GENERAL TERMS AND CONDITIONS**

**A. Clause "INDEMNIFICATION,"** CHANGE the First Sentence to read: The Contractor shall defend, protect and hold harmless the State of Washington, the Department, or any employees hereof, from and against all claims, suits, or actions arising from any negligent or deliberate act or omission of the Contractor its employees, agents or subcontractors, while performing under the terms of this Agreement, except to the extent that the claims result from the negligence or willful acts of State's or Department's employees or agents.

**B. Clause "INDEMNIFICATION,"** ADD the following paragraphs: The State of Washington and the Department shall defend, protect and hold harmless the Contractor, its employees, agents or subcontractors, from and against all claims, suits, or actions arising from any negligent or deliberate act or omission of the State of Washington, the Department, or any employees thereof, while performing under the terms of this Agreement, except to the extent that the claims result from the negligence or willful acts of Contractor's employees, agents or subcontractors. Department agrees to defend and indemnify Contractor from any loss, personal injury or damage, and from all claims, demands or liability whatsoever arising out of or in any way connected with the Department's requirement under this Agreement that Contractor provide inmate telephones, call timing, call blocking, call detail recording and, monitoring and recording equipment for the Department's facilities as set forth in Schedule C herein.

**C. Clause "TREATMENT OF ASSETS,"** Paragraph B, CHANGE to read:

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

000800

**D. Clause "TREATMENT OF ASSETS,"** Paragraph C, DELETE in its entirety.

**E. Clause "TREATMENT OF ASSETS,"** Paragraph E, CHANGE to read: The Contractor shall be responsible for any loss or damage, normal wear and tear excepted, to property of the Department which results from the negligence of the Contractor, except when loss or damage results from the negligence of the State's or Department's employees or agents.

**F. Clause "TREATMENT OF ASSETS,"** Paragraph H, ADD the words "or leases" after the word "purchases" in the First Sentence.

**G. Clause "NONASSIGNABILITY,"** ADD to end of First Sentence: , which consent shall not unreasonably withheld, 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.

**H. Clause "NONASSIGNABILITY,"** DELETE Last Sentence in its entirety.

**I. Clause INDUSTRIAL INSURANCE COVERAGE,** ADD the following sentence: Contractor will be allowed to satisfy the insurance obligations through a satisfactory program of self-insurance.

000801

**J. Clause "CHANGES OR MODIFICATIONS,"** CHANGE to read:  
Amendments, modifications, and supplements to this Agreement are allowed and will be binding upon Department and Contractor after the effective date, provided:

a. The amendments, modifications, and supplements are in writing, signed by an authorized representative of each party herein; and

b. The amendments, modifications, and supplements by reference, incorporate this Agreement and identify the specific sections or provisions contained herein, which are amended, modified or supplemented.

The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and supplements made in accordance herewith.

**K. Clause "TERMINATION FOR DEFAULT,"** CHANGE to read:

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 remedy such default. Should the defaulting party fail to remedy such default within ten (10) days from date of such notice, the offended 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.

In addition, if this Agreement is terminated by Department for any reasons other than those excused reasons set forth herein, such termination shall constitute a default and Department shall be liable to Contractor for a termination charge as set forth in Schedule B, attached hereto and incorporated herein by this reference.

000802

**L. Clause "TERMINATION FOR CONVENIENCE," DELETE in its entirety:**

**M. Clause "TERMINATION PROCEDURE," CHANGE to read:**

In the event of termination for default under Clause K herein, termination shall be effected by delivery of a "Notice of Termination" by certified mail to the other party specifying the extent to which the Agreement is terminated, the reasons for such termination and the date upon which such termination becomes effective. The termination of this Agreement shall not affect the obligations of either party to the other under any then existing vested rights or causes of action which have accrued prior to the effective date of termination.

**N. ADD the following clauses:**

**1. Preamble, ADD the following paragraph under the heading of PREAMBLE:**

THIS AGREEMENT is made and entered into by and between U S WEST COMMUNICATIONS, INC. (Contractor), a Colorado corporation, successor to PACIFIC NORTHWEST BELL TELEPHONE COMPANY, and STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS (Department).

**2. ADD the following clauses under the heading of RESPONSIBILITY OF DEPARTMENT:**

Department agrees to:

Provide adequate space for inmate telephones and enclosures which is easily accessible to the inmates during the normal operating hours of Department. In the event Department is not the owner of the premises, Department shall, where necessary, obtain permission from the building owner or owner's agent for the placement of Contractor's inmate telephones, and shall be responsible for any fees for use of required riser cable and electric power.

000803



Maintain the area around the inmate telephones and enclosures and ensure safe and ready access by the inmates and Contractor.

Allow Contractor access to perform maintenance during the established hours of accessibility jointly agreed to by Department and Contractor, except when accessibility must be denied to ensure the safety of Contractor's service personnel and/or to maintain institutional control.

Exercise reasonable care to prevent the loss through theft and any damage to the inmate telephones from any source.

Department may, at its option, purchase and provide enclosures at their own expense for inmate telephones. In the event Department elects to provide enclosures, Department shall be responsible for installation and maintenance of said enclosures.

Department warrants that it has the authority to enter into this Agreement with Contractor. Department further warrants that the inmate telephones as mentioned in Schedule C are on property owned by the Department or if Department is not the owner of the premises, Department has obtained permission from the building owner or owner's agent to enter into this Agreement.

Department shall be responsible for informing their selected Interexchange Carrier in writing that InterLATA calls may be subject to "call timing," "call blocking," "call detail recording" and, "monitoring and recording" at Department's sole request and direction, and for providing a copy of said notice to Contractor.

000804

At the Department's request, Contractor shall install equipment ancillary to the inmate telephone system to provide for the facility to monitor any telephone conversation made from an inmate telephone ("Monitoring").

At the Department's request, Contractor shall install a cut off key to transfer calls from the coinless inmate telephones to the Department's business lines to allow non-monitored calls to the inmates attorneys/public defenders.

**4. ADD the following paragraph under the heading of INMATE TELEPHONE LOCATIONS:**

All locations known at the time of execution of this Agreement are specifically set forth in Schedule C, 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.

**5. ADD the following paragraph under the heading of COMMISSION:**  
Contractor agrees to pay Department a commission based upon Contractor billed local and intraLATA revenue from each inmate telephone in accordance with Schedule A, attached hereto and incorporated herein by this reference. Payment shall be in the form of commission checks made payable to Department covering all states within Contractor's serving area.

000805

**6. ADD the following paragraphs under the heading of REMOVAL OF INMATE TELEPHONES:**

Upon mutual agreement of the parties, Contractor retains the right to remove any or all inmate telephones in the event that it is not financially feasible to continue providing inmate telephones at Department's premises. If Contractor removes inmate telephones under this paragraph, Department shall not be liable for termination charges for the inmate telephones removed. Department shall be entitled to receive any commissions earned before the Contractor removal of such inmate telephones. If inmate telephones are removed by Department, Department shall be liable to Contractor for a termination charge as set forth in Schedule B, attached hereto and incorporated herein by this reference.

**7. ADD the following paragraph under the heading of LIMITATION OF LIABILITY:**

The obligation of Contractor in the event of a service interruption caused by Contractor, 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.

000806

**8. ADD the following paragraphs under the heading of EXCUSED PERFORMANCE:**

Department shall not be subject to Termination Liability if the cause of removal is directly related to the cessation of Department'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.

Contractor shall not be in default of this Agreement should the appropriate governmental agencies not approve of any or all of the additional equipment provided for herein by Contractor; however, Contractor may then terminate this Agreement and Department shall not be liable for termination charges. Department shall be entitled to receive any commissions earned before the termination date and the parties shall be relieved of all future obligations under this Agreement.

**9. ADD the following paragraph under the heading of NOTICES:**

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

FOR DEPARTMENT:  
State of Washington

Dept. of Corrections  
ATTN:

FOR USWC:  
U S WEST Communications,  
Inc.  
ATTN: Susan Haynes  
14808 SE 16th, Basement  
Bellevue, WA 98007

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

000807

**10. ADD** the following paragraph under the heading of **REGULATORY:**

This Agreement is subject to Contractor's tariffs, catalogs or price lists, as filed with appropriate state and federal regulatory commissions.

**11. ADD** the following paragraph under the heading of **LAWFULNESS OF AGREEMENT:**

This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders including the Modification of Final Judgment ("MFJ"), as issued in United States v. Western Electric Co., et al., Civil Action No. 82-0192, U.S. District Court for the District of Columbia, and all subsequent orders issued in or related to that proceeding. If a court or a governmental agency with proper jurisdiction determines that this Agreement, or a provision of this Agreement, is unlawful, or if Contractor determines this Agreement or a provision of this Agreement is inconsistent with, or contradictory to, the "MFJ," this Agreement, or that provision of this Agreement, shall terminate on written notice to the Department to that effect. If a provision of this Agreement is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

000808

**12. ADD the following paragraphs under the heading of "NONAPPROPRIATIONS":**

Department intends to continue this Agreement for its entire term and to satisfy its obligations hereunder.

Department shall include in its budget request for each fiscal period appropriations sufficient to cover the Department's obligations under this Agreement for that fiscal period, and will use all reasonable and lawful means to secure the appropriation of money for such fiscal period sufficient to make the payments becoming due in that fiscal period and shall not use nonappropriation as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Department reasonably believes that monies in amounts sufficient to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Department is allotted insufficient funds for the remainder of the then current fiscal period or for a succeeding fiscal period by appropriation, appropriation limitation or grant to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose, this Agreement shall terminate by giving Contractor not less than thirty (30) days prior written notice. Upon termination for nonappropriation, DOC shall, to the extent of lawfully available funds, pay all amounts payable through the end of the then current fiscal period, all Contractor's costs reasonably incurred through the date of notice of termination and all reasonable and documented costs to Contractor attributable to such termination.

000809

13. ADD the following SCHEDULE A.

14. ADD the following SCHEDULE B.

15. ADD the following SCHEDULE C.

000810

**SCHEDULE A  
COMMISSION SCHEDULE FOR  
STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS**

Contractor agrees to pay Department compensation for inmate telephones based upon 35% of Contractor's revenue for Contractor billed local and intraLATA calls.

At the end of each contract calendar year DOC revenue will be evaluated for an adjustment and increase in compensation to the appropriate level as follows. The USWC commission rate will not fall below 35%. Once a level of commission has been achieved, it will remain in place throughout the duration of the contract unless the next appropriate level is attained:

Annual Revenue	Adjustment Level & New Commission Rate
\$2.0 Million	35%
\$3.0 Million	36%
\$4.0 Million	37%

**SCHEDULE B  
TERMINATION LIABILITY FOR  
STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS**

1. The termination charge shall be \$318.45 for each new inmate telephone, reduced by \$5.69 for each month the inmate telephone is in service after the installation date plus the cost of the ancillary equipment.

000811



**TELEPHONE INVESTMENT:**

Net Unamortized Capital:	
Charge-a-Call Telephones	\$173.69/SET
Installation Cost:	\$144.76/SET
Removal Cost:	\$ N/A /SET
	\$318.45/SET

2. The termination charge shall also include the cost of the ancillary equipment, reduced by \$16,964.29 for each month the ancillary equipment is in service after the installation date.

**ANCILLARY EQUIPMENT INVESTMENT:**

Equipment for call timing, call blocking,  
call detail recording, monitoring and recording  
\$950,000.00

3. The termination charge shall also include the difference between the amount of commission paid under this Agreement and the amount of commission that would have been paid under Contractor's Standard Commission Plan for each inmate telephone terminated.

4. In addition, if one or more inmate telephones are removed by Department other than for those excused reasons provided herein, leaving one or more inmate telephones in place, Contractor may change Department's commission from 30% to Standard Plan.

000812

**SCHEDULE C  
INMATE TELEPHONE LOCATIONS FOR  
STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS**

**WASHINGTON CORRECTION CENTER (AREA CODE 206):**

427-7951	427-8488	427-9727	427-9778
427-7963	427-8487	427-9728	427-9779
427-8450	427-8489	427-9729	427-9780
427-8451	427-8490	427-9730	427-9781
427-8452	427-8491	427-9731	427-9782
427-8453	427-8492	427-9732	427-9783
427-8454	427-8493	427-9733	427-9784
427-8455	427-8494	427-9734	427-9785
427-8456	427-8495	427-9735	427-9786
427-8457	427-8496	427-9736	427-9787
427-8458	427-8497	427-9737	427-9788
427-8459	427-8498	427-9738	427-9789
427-8460	427-9700	427-9739	427-9790
427-8461	427-9701	427-9740	427-9791
427-8462	427-9702	427-9741	427-9792
427-8463	427-9703	427-9742	427-9793
427-8464	427-9704	427-9743	427-9794
427-8465	427-9705	427-9744	427-9795
427-8466	427-9706	427-9745	427-9796
427-8467	427-9707	427-9746	427-9797
427-8468	427-9708	427-9747	427-9798
427-8469	427-9709	427-9748	
427-8470	427-9710	427-9759	
427-8471	427-9711	427-9760	
427-8472	427-9712	427-9761	
427-8473	427-9713	427-9762	
427-8474	427-9714	427-9763	
427-8475	427-9715	427-9764	
427-8476	427-9716	427-9765	
427-8477	427-9717	427-9766	
427-8478	427-9718	427-9767	

000813

**SCHEDULE C  
INMATE TELEPHONE LOCATIONS (CON'T) FOR  
STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS**

**MCNEIL ISLAND CORRECTION CENTER (AREA CODE 206):**

581-6105	581-6465	581-6871
581-6106	581-6466	581-6872
581-6108	581-6467	581-6874
581-6109	581-6824	581-6876
581-6110	581-6825	581-6877
581-6111	581-6826	581-6910
581-6252	581-6827	581-6913
581-6253	581-6830	581-6914
581-6254	581-6831	581-6915
581-6255	581-6832	581-6920
581-6256	581-6833	581-6923
581-6257	581-6834	581-6925
581-6258	581-6835	581-6926
581-6459	581-6836	581-6927
581-6460	581-6837	581-6928
581-6461	581-6838	582-6940
581-6462	581-6839	582-9684
581-6464	581-6870	581-9921

000814

**INMATE TELEPHONE LOCATIONS (CON'T)  
FOR STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS**

**WASHINGTON STATE PENNITENIARY (AREA CODE 509):**

522-3710	522-3768	522-3817
522-3711	522-3769	522-3818
522-3712	522-3770	522-3819
522-3713	522-3771	522-3820
522-3714	522-3772	522-3821
522-3715	522-3776	522-3822
522-3716	522-3777	522-3823
522-3717	522-3780	522-3824
522-3718	522-3781	522-3825
522-3719	522-3782	522-3826
522-3722	522-3783	522-3827
522-3723	522-3785	522-3828
522-3732	522-3787	522-3829
522-3733	522-3788	522-3830
522-3734	522-3789	522-3831
522-3735	522-3793	522-3832
522-3736	522-3793	522-3833
522-3737	522-3794	522-3834
522-3738	522-3795	522-3835
522-3739	522-3796	522-3836
522-3740	522-3797	522-3837
522-3741	522-3798	522-3842
522-3742	522-3799	522-3843
522-3743	522-3800	522-3844
522-3744	522-3801	522-3845
522-3745	522-3802	522-3846
522-3746	522-3803	522-3847
522-3749	522-3804	522-9716
522-3750	522-3805	522-9732

000815

522-3751  
522-3752  
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522-3761

522-3806  
522-3807  
522-3808  
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522-3810  
522-3811  
522-3812  
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522-3814  
522-3815  
522-3816

000816

**SCHEDULE C INMATE TELEPHONE LOCATIONS (CON'T) FOR  
STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS**

**MADISON WORK TRAINING RELEASE CENTER:**

206-322-9752  
206-322-9930

**OLYMPIA WORK TRAINING RELEASE CENTER:**

206-753-9751  
206-786-9845

**PASCO WORK TRAINING RELEASE CENTER:**

509-547-9129

**PIONEER WORK TRAINING RELEASE CENTER:**

206-223-9012  
206-223-9136  
206-223-9251

**PROGRESS WORK TRAINING RELEASE CENTER:**

206-759-9023  
206-759-9178  
206-759-9179

**RATCLIFF WORK TRAINING RELEASE CENTER:**

206-322-9754  
206-322-9811  
206-322-9867

000817

**TACOMA WORK TRAINING RELEASE CENTER:**

206-581-6104  
206-581-6113  
206-581-6821  
206-581-6822  
206-581-6823  
206-581-6911  
206-581-6916  
206-581-6917  
206-581-6918  
206-581-6922

**YAKIMA WORK TRAINING RELEASE CENTER:**

509-966-9022  
509-966-9023

000818

US WEST

NON-DISCRIMINATION COMPLIANCE AGREEMENT

During the performance of this Agreement, Contractor shall comply, to the extent that this Agreement is subject to applicable provisions with the following: Executive Order No. 11246, Executive Order No. 11625, Executive Order No. 12138, Executive Order No. 11701, Executive Order No. 11758, Section 503 of the Rehabilitation Act of 1973 as amended by PL93-516, Vietnam Era Veterans' Readjustment Assistance Act of 1974 and rules, regulations and relevant orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above.

Monetary amounts of contractual or purchasing relationships and the number of employees determine which Executive Order provisions are applicable. The following clauses shall be considered a part of any contract as indicated in the table below:

Annual Contract Value	Clauses*										
	1	2	3	4	5	6	7	8	9	10	11
2,500 - 10,000									X		
\$ 10,000 - 50,000	X	X			X	X	X	X	X	X	
\$ 50,000 - 500,000	X	X		X(2)	X	X	X	X	X	X	X(3)
\$ 500,000 - 1,000,000	X	X	X(1)	X(2)	X	X	X	X	X	X	X(3)
\$1,000,000 or more	X	X	X(1)	X(2)	X	X	X	X	X	X	X(3)

- (1) Applies only for businesses with 50 or more employees and federal contracts of \$500,000.
- (2) Applies only for businesses with 100 or more employees and a contract of \$50,000 or more.
- (3) Applies only if contract exceeds \$100.00 or a facility to be used has been the subject of a conviction under the Clean Air Act or the Federal Water Pollution Control Act and is listed by the EPA.

\*CLAUSES

1. Equal Employment Opportunity Provisions

In accordance with Executive Order 11246, dated September 24, 1965, as amended, and Part 60-1 of Title 41 of the Code of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contractors and Subcontractors), as amended, the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts are incorporated herein by this reference.

USW/AA 10-88

000819



10. Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

(b) The contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the Company's compliance with this clause.

(c) (1) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (i) which is at least 51% owned by one or more socially and economically disadvantaged individuals: or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals: and (ii) whose management and daily business operation are controlled by one or more such individuals.

The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

(d) The contractor acting in good faith may rely on written representations by subcontractors regarding their status as a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

2. Certification of Non-Segregated Facilities

The contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained: and that it will obtain a similar certification, prior to the award of any nonexempt subcontract.

3. Certification of Affirmative Action Programs

The contractor certifies that it has developed and is maintaining an Affirmative Action Plan as required by Part 60-2 of Title 41 of the Code of Federal Regulations.

4. Certification of Filing of Employers' Information Reports

The contractor agrees to file annually on or before each 31st day of March complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place.

5. Utilization of Minority and Women's Business Enterprises

(a) It is the policy of the Government that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The contractor agrees to use its best efforts to carry out this policy in the awarding of its subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract the term "minority business enterprise" means a business, at least 50% of which is owned, controlled and operated by minority group members, or in case of publicly owned businesses, at least 51% of the stock of which is owned by minority group members. A women's business enterprise means a business which is 51% owned, controlled and operated by women. For the purpose of this definition, minority group members are: Black, Hispanics, Asians, Pacific Islanders, American Indians and Alaskan Natives. The Company may rely on written representations by subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

6. Utilization of Labor Surplus Area Concerns

(a) It is the policy of the Government to award contracts to labor surplus area concerns that agree to perform substantially in labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The contractor agrees to use its best efforts to place its subcontractors in accordance with this policy.

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(4) Maintain records showing (i) procedures which have been adopted to comply with the polices set forth in this clause, including the establishment of a source list of minority and women's business enterprises and reports of subcontract awards to labor surplus area concerns; (ii) awards to minority and women's business enterprises on the source list (awards to women's firms listed by minority and non-minority); and (iii) specific efforts to identify and award contracts to minority and women's business enterprises.

(5) Include the utilization of Minority and Women's Business Enterprises and Labor Surplus Area Concerns clauses in subcontracts which offer substantial minority and women's business enterprises and labor surplus area subcontracting opportunities.

(6) Cooperate with the Government's Contracting Officer in any studies and surveys of the Company's minority and women's business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

(7) Submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above, in such a form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(b) The contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 (or with regard to WBE, \$1,000,000 in the case of contracts for the construction of any public facility and which offer substantial subcontracting possibilities), provisions which shall conform substantially to the language of this arrangement, including this paragraph (b).

8. Special Disabled Veterans and Veterans of Vietnam Era Affirmative Action and List of Employment Openings for Veterans

In accordance with Executive Order 11701, dated January 24, 1973, 38 U.S.C. Section 2012 and Part 60-250 of Title 41 of the Code of Federal Regulations, as may be amended from time to time, the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts are incorporated herein by this reference.

9. Employment of the Handicapped

In accordance with Executive Order 11758, dated January 15, 1974, and part 60-741 of Title 41 of the Code of Federal Regulations, and may be amended from time to time, the regulations and contract clause required by those provisions to be made a part of Government contracts and subcontracts are incorporated herein by this reference.

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(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns," the contractor in placing its subcontracts shall observe the following order of preference: (1) Small business concerns that are labor surplus area concerns, (2) other small business concerns, and (3) other labor surplus area concerns.

(c) (1) The term "labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment or underemployed or an area of labor surplus.

(2) The term "labor surplus area concern" means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas.

(3) The term "perform substantially in a labor surplus area" means that the costs incurred on account of manufacturing, production, or appropriate services in labor surplus areas exceed 50% of the contract price.

7. Minority and Women's Business Enterprises and Labor Surplus Area Subcontracting Program

(a) The contractor agrees to establish and conduct a program which will enable minorities and women's business enterprises (as defined in paragraph 5) to be considered fairly as subcontractors and suppliers under the contract, and which will encourage labor surplus area concerns (as defined in paragraph 6) to compete for subcontracts within their capabilities. In this connection, the Company shall:

(1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the government on labor surplus area matters, (ii) supervise compliance with the Utilization of Labor Surplus Area Concerns clause, and (iii) administer the contractor's minority and women's business enterprises and labor surplus area programs.

(2) Provide adequate and timely consideration of the potentialities of known minority and women's business enterprises and of known labor surplus concerns in all "make or buy" decisions.

(3) Assure that known minority and women's business enterprises and known labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority and women's business enterprises and labor surplus area concerns.

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11 Clean Air and Water

The contractor agrees as follows:

(a) To comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7401, et. seq.), and section 308 of the federal Water Pollution Control Act (33 U.S.C. 1251, et. seq.), respectively, relating to inspections, monitoring, entry reports, information, as well as other requirements specified in section 114 and section 30 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of the contract.

(b) That no portion of the work required by this contract will be performed at a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when the contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(c) To use its best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

(d) To insert the substance of the provisions of this clause into any non-exempt subcontract, including this paragraph.

By: Mary A Bonpiville

Title: MANAGER - EEO/AAP

USW/AA 10-88

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**CERTIFICATE OF SELF-INSURANCE**  
**U S WEST Communications, Inc.**

This is to certify to: State of Washington  
Department of Corrections

that The Company is self-insured as follows:

<u>DESCRIPTION OF COVERAGE</u>	<u>LIMITS</u>
<u>Comprehensive General Liability</u> Premises/Operations Completed Operations Contractual Liability includes X, C and U.	Not less than \$1 million per occurrence combined single limit.
<u>Comprehensive Automobile Liability</u> All owned, non-owned and hired motor vehicles.	
<u>Employer's Liability</u>	Not less than \$100,000 each accident.
<u>Workers' Compensation</u> Qualified self-insurer in the state of Washington.	Statutory.

Effective Date: Effective Date                      Expiration Date: Expiration Date  
 RE: For RFP purposes only respects placement and/or maintenance of telecommunication facilities. Thirty (30) days written notice will be provided to the certificate holder should any of the above be materially changed or canceled. The above Certificate Holder is an additional insured as their interest may appear.

Issued by:  
 U S WEST Communications, Inc.  
 Manager - Risk Finance & Insurance  
 9785 Maroon Circle, Suite 400  
 Englewood, CO 80112  
 (303) 792-4711

Signature: SAMPLE

Date Issued: November 6, 1991

cc: Sue Haynes, USWC, Fax - 2066451-6011

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White Copy - Certificate Holder    Canary Copy - USWC Requestor    Pink Copy - Risk Mgt. Permanent File

**CERTIFICATE OF SELF-INSURANCE**  
**U S WEST Communications, Inc.**

This is to certify to: State of Washington  
Department of Corrections

that The Company is self-insured as follows:

<u>DESCRIPTION OF COVERAGE</u>	<u>LIMITS</u>
<u>Comprehensive General Liability</u> Premises/Operations Completed Operations Contractual Liability includes X, C and U.	Not less than \$1 million per occurrence combined single limit.
<u>Comprehensive Automobile Liability</u> All owned, non-owned and hired motor vehicles.	
<u>Employer's Liability</u>	Not less than \$100,000 each accident.
<u>Workers' Compensation</u> Qualified self-insurer in the state of Washington.	Statutory.

Effective Date: Effective Date                      Expiration Date: Expiration Date  
RE: For RFP purposes only respects placement and/or maintenance of telecommunication facilities. Thirty (30) days written notice will be provided to the certificate holder should any of the above be materially changed or canceled. The above Certificate Holder is an additional insured as their interest may appear.

Issued by:  
U S WEST Communications, Inc.  
Manager - Risk Finance & Insurance  
9785 Maroon Circle, Suite 400  
Englewood, CO 80112  
(303) 792-4711

Signature: SAMPLE  
Date Issued: November 6, 1991

cc: Sue Haynes, USWC, Fax - 2069451-6011

000826

White Copy - Certificate Holder    Canary Copy - USWC Requestor    Pink Copy - Risk Mgt. Permanent File

**CERTIFICATE OF SELF-INSURANCE**  
U S WEST Communications, Inc.

This is to certify to: State of Washington  
Department of Corrections

that The Company is self-insured as follows:

<u>DESCRIPTION OF COVERAGE</u>	<u>LIMITS</u>
<u>Comprehensive General Liability</u> Premises/Operations Completed Operations Contractual Liability includes X, C and U.	Not less than \$1 million per occurrence combined single limit.
<u>Comprehensive Automobile Liability</u> All owned, non-owned and hired motor vehicles.	
<u>Employer's Liability</u>	Not less than \$100,000 each accident.
<u>Workers' Compensation</u> Qualified self-insurer in the state of Washington.	Statutory.

Effective Date: Effective Date                      Expiration Date: Expiration Date  
 RE: For RFP purposes only respects placement and/or maintenance of telecommunication facilities. Thirty (30) days written notice will be provided to the certificate holder should any of the above be materially changed or canceled. The above Certificate Holder is an additional insured as their interest may appear.

Issued by:  
 U S WEST Communications, Inc.  
 Manager - Risk Finance & Insurance  
 9785 Maroon Circle, Suite 400  
 Englewood, CO 80112  
 (303) 792-4711

Signature: SAMPLE  
 Date Issued: November 6, 1991

cc: Sue Haynes, USWC, Fax - 2060451-6011

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Original Sheet 22-1

SCHEDULE 22  
PUBLIC TELEPHONE SERVICE

I. DESCRIPTION

- A. Public Telephone service provides telephone service in public areas selected by the Company for general and transient use. These locations may be attended or unattended.
- B. Calls to the local calling area are charged a prepaid fixed amount. Access is available to the toll network, via the operator, to place toll messages prepaid, sent collect, verifiable third number billed calls, or calls billed to calling cards.
- C. Customers of Public Access Line (PAL) service may provide a customer owned pay telephone. See Schedule 20, Public Access Line Service.

II. CONDITIONS

- A. Local message charges apply to calls placed within the calling area, including the extended calling area, of the exchange in which the public station is located.
- B. Enclosures
  - 1. An enclosure suitable to the location may be provided by the Company.
  - 2. If the owner or leasee of the location offers to furnish and maintain a more suitable enclosure, the Company has the option of accepting the offer.

Advice No. 2165T  
Issued: November 26, 1990  
Issued by U S WEST Communications, Inc.  
By G. A. Walker, Vice President

Effective: January 1, 1991

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Original Sheet 22-2

SCHEDULE 22  
PUBLIC TELEPHONE SERVICE

II. CONDITIONS - (Cont'd)

C. Public telephones are installed primarily for the general public in making outgoing calls. It is contemplated that the occupants of the premises in which public telephones are located have contracted or shall contract for separate business service as is necessary for the conduct of their business. The public telephones are supplements to the customer service and their telephone numbers will not be listed, nor shall the agent on whose premises they are located be permitted to advertise the public telephone number.

D. The Company may furnish public telephones without coin collecting equipment in selected locations for the purpose of satisfying demand for optional billing services on an originating basis only. In the normal mode, coinless public telephone service affords callers the option of selecting one of the following preferred billing arrangements for outgoing messages:

- third number billing (where verifiable)
- using a calling card,
- collect.

In certain locations, however, calls will be billed on a collect basis only.

E. Coinless Public Telephone

Coinless public telephone users may normally place calls without charge to public emergency service numbers such as 9-1-1, and 800 service numbers. However, at the option of the Company, all such calls may be blocked from phones located in areas not accessible to the general public, i.e., jails or prisons.

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Issued by U S WEST Communications, Inc.  
By G. A. Walker, Vice President

Effective: January 1, 1991

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Original sheet 22-3

SCHEDULE 22  
PUBLIC TELEPHONE SERVICE

II. CONDITIONS - (Cont'd)

F. Coinless Public Telephone Inmate Service

1. Coinless public telephones (Inmate service) will be provided on the premises of city, county, state, and federal jails or prisons where potential usage by inmates participating in institutionally authorized telephone programs (e.g., Washington Administrative Code (WAC) 137-48-080) warrants establishing the service.
2. Such telephones will be provided for the purpose of originating collect messages to numbers in the North American dialing plan only. All other traffic, including calls to Company numbers (i.e., repair service), 800 service numbers, and public emergency numbers such as 9-1-1, may be blocked.
3. Where prison authorities so stipulate, Inmate service may be restricted to message toll calls only.
4. At the request of prison authorities and where necessary to preserve the security and orderly management of the institution and provide for requirements stipulated in WAC 137-48-080 (6), a record of the called telephone number will be provided to the Department of Social and Health Services (DSHS) or other governmental agency under the following terms and conditions:
  - a. Only the called telephone number, calling number, date of call, city and time of day will be provided. There will be no monitoring or recording of the conversation.

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By G. A. Walker, Vice President

Effective: January 1, 1991

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SCHEDULE 22  
PUBLIC TELEPHONE SERVICE

II. CONDITIONS

F. Coinless Public Telephone Inmate Service

4. - (Cont'd)

- b. The coinless public telephones shall be identified by a notice posted conspicuously on or near the telephones in English and Spanish, that the telephone number called will be provided to the prison authorities and/or Department of Social and Health Services (DSHS) personnel. The notice shall state: "The Department of Social and Health Services, or the governing agency, in compliance with WAC 137-48-080 (6), will receive a log of the called telephone number for all calls placed from this telephone. Your use of this telephone constitutes your consent to providing the telephone numbers you call to the agency."
5. Authorities of the penal institution shall personally advise all inmates currently having access to coinless public telephones, and all new inmates as part of their inprocessing, who will have access to coinless public telephones, that a log of the called telephone numbers is provided to the authorities for calls made from these telephones, and that the inmates' use thereof constitutes their consent.
6. The Company shall not be held liable for damage caused by provision of the called number on calls placed by inmates of the institution to the DSHS administrators or other governmental agencies. Further, an authorized representative of the DSHS or other governmental agency shall sign an agreement on behalf of the institution to so indemnify and hold the Company harmless from any and all claims, demands or liabilities for loss, damage or injuries caused by, or as a result of, use of the Inmate service telephones and stating its adherence to the terms and conditions put forth in this tariff.

Advice No. 2165T  
Issued: November 26, 1990  
Issued by U S WEST Communications, Inc.  
By G. A. Walker, Vice President

Effective: January 1, 1991

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SCHEDULE 22  
PUBLIC TELEPHONE SERVICE

II. CONDITIONS

F. Coinless Public Telephone Inmate Service - (Cont'd)

7. The Company reserves the right to deny or terminate service if unsatisfactory revenues or collection experiences are indicated or if any of the terms or conditions of this offering are violated.

G. Extension service will not be provided with Public Telephone service, except in cases of emergencies and with Company approval.

III. RATES

	<u>RATE</u>
A. Each Local Message	\$.25
B. Each Message Billed	
each message billed collect, to a third number, calling card or special billing number, will be subject to the following operator service charges:	
- message billed calling card or special billing number	.30
- messages billed collect or third number	.65

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By G. A. Walker, Vice President

Effective: January 1, 1991

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Original Sheet 73-14

SCHEDULE 73  
 MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES

B. Basic Message Telecommunications Service (MTS) Rate Schedule -  
 (Cont'd)

2. The following rates are effective July 1, 1991.

<u>DAY</u>			<u>EVENING</u>	
8:00 AM - 5:00 PM*			5:00 PM - 11:00 PM*	
Monday - Friday			Sunday - Friday	
<u>RATE</u>	<u>1ST</u>	<u>EACH ADDL.</u>	<u>25% Discount</u>	
<u>MILEAGE</u>	<u>MIN.</u>	<u>ONE-TENTH</u>		
		<u>MINUTE</u>		
0 - 10	\$.15	\$.006	<u>NIGHT</u>	
11 - 16	.19	.010	11:00 PM - 8:00 AM*	
17 - 22	.25	.015	Daily	
23 - 30	.29	.019	<u>50% Discount</u>	
31 - 55	.31	.022		
56 - 124	.37	.028	<u>WEEKEND</u>	
125 - 292	.42	.032	8:00 AM - 11:00 PM*:	
293 - 430	.46	.036	Saturday	
			8:00 AM - 5:00 PM*:	
			Sunday	
			<u>35% Discount</u>	

NOTE: \* To, but not including

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 By G. A. Walker, Vice President

Effective: January 1, 1991

Original Sheet 73-16

SCHEDULE 73  
MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES - (Cont'd)

E. Operator Service Charges

1. The rates in RATES AND CHARGES E.2. and 3., following, will apply on operator handled calls in addition to the basic rate schedule rate as specified in RATES AND CHARGES B., preceding.
2. Station-operator handled
  - a. For calls charged to a calling card or special billing number and involving no other operator services, a charge of \$.50 per call applies where automatic recording equipment for operator assisted calls is available and the person originating the call dials zero, then the telephone number desired, and the call is billed to a calling card or special billing number. Where no automatic recording equipment exists for operator handled calls, the \$.50 rate will also apply for a calling card or special billing number call.
  - b. For other operator handled station calls, a charge of \$1.25 per call applies.
3. Person - A charge of \$3.00 per call applies.
4. For exceptions See I. DESCRIPTION D.1., preceding.

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Advice No. 2165T  
Issued: November 26, 1990  
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By G. A. Walker, Vice President

Effective: January 1, 1991

Original Sheet 73-17

SCHEDULE 73  
MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES - (Cont'd)

F. "10 for \$1 after 10" Station Service Rates

1. The following rates apply for station-customer dialed calls which are dialed and completed by the customer without assistance of a Company operator, from 10 P.M. to, but not including, 8:00 A.M. daily, and between 8:00 A.M. and 10:00 P.M. Saturday and 8:00 A.M. and 5:00 P.M. Sunday between any two points within the Local Access and Transport Area (LATA), except where rates for station-customer dialed, evening, night and weekend calls result in lower charge, in which case the lower rate applies:

Initial period rate	
each ten minutes or fraction of	\$1.00
effective through <u>June 30, 1991</u>	
each additional period rate	
each minute or fraction of	.10
effective <u>July 1, 1991</u>	
additional period rate	
each one tenth minute or fraction of	.01

2. In cases where a "10 for \$1 after 10" call extends beyond the "10 for \$1 after 10" period, the normal long distance charges will apply to each additional minute beyond the "10 for \$1 after 10" period. In cases where a normal long distance call extends into the "10 for \$1 after 10" charges will apply to each additional minute within the "10 for \$1 after 10" period.

Advice No. 2165T  
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Issued by U S WEST Communications, Inc.  
By G. A. Walker, Vice President

Effective: January 1, 1991

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Original Sheet 73-19

SCHEDULE 73  
MESSAGE TELECOMMUNICATIONS SERVICE

TWO-POINT MESSAGE TELECOMMUNICATIONS SERVICE

III. RATES AND CHARGES

G. Rates Applicable for Hearing or Speech Impaired Persons  
- (Cont'd)

2. Certification

The written certification of the speech or hearing impairment must be presented to the Company business office which serves the residence of the certified person.

The Company business office, upon request, will provide a certification form for use by the applicant.

3. Limitations

The adjustment is provided for use by the speech or hearing impaired customer. It is only applicable to station-customer dialed charges for calls originated from and billed to the telephone exchange service of the residence of the certified hearing or speech impaired person. The adjustment is applicable to only one residence telephone exchange service.

H. Directory Assistance Service Rate

Those listings requested outside a customer's local calling area are charged for in concurrence with the rates and conditions in Schedule 61, Directory Assistance Service.

These rates and conditions are applicable to requests by customers to the service of the Company and by customers to the service of those telephone companies concurring in this Schedule, only if the effective tariff of a concurring telephone company contains identical rates and conditions.

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Advice No. 2165T  
Issued: November 26, 1990  
Issued by U S WEST Communications, Inc.  
By G. A. Walker, Vice President

Effective: January 1, 1991

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## DEFINITION OF TERMS

**Answer Supervision** is part of the U S WEST central office switch. This term is referenced in Section A, Technical Specifications #7.

Answer Supervision a is 100% reliable electronic signal that returns answer detection to the originating central office when the far end answers (start billing) the call and returns another electronic signal when the far end terminates the call (stop billing).

**Co-prime Arrangement** is an arrangement between USWC and an interExchange carrier to provide local, intraLata, and interLATA service because USWC is restricted by law from providing interLATA long distance service. This term is referenced throughout the RFP response to clarify U S WEST's position legally.

**DOC** Department of Corrections.  
(Washington State)

**FCC** Federal Communications Commission.

**Gross Revenues** is a term referenced in Section A, Technical #30. It indicates that no exclusions, monthly service charges, or fees are deducted before commissions are calculated.

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**Gross Billed Revenues**  
**Gross Net Revenues**  
**Adjusted Gross**  
**Revenues**

are terms referenced in Section A, Technical #30. They indicate that monthly service charges and fees are deducted before commissions are calculated.

**intraLATA**

are long distance calls made within USWC local access toll area. For example a call made from McNeil Island to Shelton, Washington is an intraLATA call. This term is referenced primarily in Section A, Technical #33.

**interLATA**

are calls made outside USWC local access toll area which are carried by an interExchange long distance carrier. For example a call made from Washington State Penitentiary to Shelton, Washington is an interLATA call. This term is referenced primarily in Section A, Technical #33.

**Proprietary**

information is confidential information and not for disclosure outside USWC. This term is referenced in Section A, Technical #7.

**Provisioning**

are the functions provided by USWC operations group which include the installation, maintenance and repair of USWC service. This term is referenced in Section B, Management B5.

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**Turfing**

is the assignment of U S WEST technicians to geographic territories and to specific customers which allows technicians to become familiar with the concerns of each their customers. This term is referenced in Section A, Technical Repairs #36.

**USWC**

U S WEST Communications

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AT&T  
SECTION C  
ACQUISITION OF MATERIEL

- f) Risk of loss for Materiel acquired under lease shall be as set forth in Clause C27, "LEASE."

C12. WARRANTY

a) Supplier warrants that:

- (1) for Materiel sold to Customer by Supplier, Supplier shall have full and complete title, free of all liens and encumbrances, as of the date title passes. For Materiel which is leased or licensed to Customer, Supplier warrants that it has the right to lease or license such Materiel.
- (2) Materiel manufactured by Supplier or purchased by it pursuant to Supplier's procurement specifications shall be free from defects in materials and workmanship and shall conform to Technical Specifications (where Supplier has provided such Technical Specifications or Supplier's "formal written commitment" as defined in Clause B5, "ORDERS," when Supplier has not provided such Technical Specifications) during the applicable Warranty Period.
- (3) Materiel shall be compatible as to Software and hardware functioning with other Materiel acquired under the same Order, any Related Order, or other Materiel specified in an Order.
- (4) if Supplier is not the manufacturer, the complete manufacturer's warranty, to the extent possible, will pass to Customer, and Supplier shall assist and cooperate with Customer in making claims under such warranty.

b) Supplier makes no warranty:

- (1) for Materiel that has been:
  - (a) subject to misuse, neglect, accident or abuse by anyone other than Supplier or its subcontractors;
  - (b) wired, repaired or altered by anyone other than Supplier or its subcontractors;
  - (c) installed, stored or maintained by anyone other than Supplier or its subcontractors; or
  - (d) used in a manner not in accordance with Specifications or operating instructions;

unless the claimed defect was not caused by any of the aforesaid acts (a) through (d);

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The information contained herein should not be disclosed to unauthorized persons. It is meant for use by authorized representatives of Northwestern Mountain and Pacific Northwest Bell Telephone Companies only.

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SECTION C  
ACQUISITION OF MATERIEL

- (2) with respect to Materiel which has had its serial numbers or month and year of manufacture removed or altered;
  - (3) with respect to components of Materiel normally consumed in operation such as fuses, light bulbs or motor brushes or which have a life inherently shorter than the applicable Warranty Period; or
  - (4) for Materiel that has been removed or relocated by anyone other than Supplier or its subcontractors unless the claimed defective condition was not the result of the removal and/or relocation.
- c) The term "Warranty Period," as used in this Agreement and any supplemental terms and conditions, means the period of time listed below unless the parties have agreed to a different applicable period. The Warranty Period commences on the date Supplier submits its notice of completion of its installation if Materiel is installed or repaired by Supplier, or on the date of shipment of Materiel if not installed by Supplier.
- (1) Unless otherwise agreed the following shall apply:

	<u>Warranty Period</u>	
<u>Materiel</u>	<u>New Materiel</u>	<u>Repairs</u>
Switching Systems and equipment intended for use in such Systems	24 Months	6 Months
Transmission Systems and equipment intended for use in such Systems	24 Months	6 Months
Switching processors	24 Months	6 Months
Lightwave Systems and equipment intended for use in such Systems	24 Months	6 Months
Central office power equipment	24 Months	6 Months
All other Materiel	12 Months	3 Months

- (2) If, under normal and proper use, a defect or nonconformity appears in Materiel during the applicable Warranty Period, and Customer notifies Supplier in writing of such defect or non-conformity not later than thirty days after the expiration of such Warranty Period and follows Supplier's instructions regarding the submission of any warranty claims, Supplier at its option, will either repair or replace any defective Materiel without charge or provide a refund or credit based on the original purchase price and applicable transportation charges, if any.

- (a) Where defective or non-conforming Materiel was furnished and installed by Supplier, Supplier shall, at its option and expense, with Customer's consent (such consent not to

PRIVATE

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SECTION C  
ACQUISITION OF MATERIEL

be unreasonably withheld) either repair or replace Materiel at Customer's site, remove Materiel and return it to Supplier's repair facility or authorize Customer or its designee to remove and return the Materiel to Supplier's repair facility. If the latter option is selected, Supplier will reimburse Customer for the reasonable costs of removing and returning Materiel including reasonable transportation costs. Supplier shall pay the costs of returning the repaired or replaced Materiel to the destination designated by Customer (within the contiguous forty-eight United States). Supplier shall, at its option and expense, and with Customer's consent (such consent not to be unreasonably withheld) either reinstall the repaired or replaced Materiel or authorize Customer or its designee to reinstall Materiel. If the latter option is chosen, Supplier shall reimburse Customer for the reasonable costs of reinstallation.

- (b) Where the defective or nonconforming Materiel was not installed by Supplier, Customer shall return Materiel to Supplier's manufacturing or repair facility for repair or replacement. However, if Supplier has local personnel available who in Supplier's judgement are capable of making the repair or replacement, such repair or replacement shall be made on-site. Where Materiel is to be removed for repair or replacement, the cost of this removal and any transportation expense associated with returning such Materiel to Supplier shall be borne by Customer. Supplier shall pay the costs of transportation of the repaired or replaced Materiel to the destination designated by Customer (within the contiguous forty-eight United States). The cost of reinstallation of such repaired or replaced Materiel shall be borne by Customer.
- (c) If Supplier substantiates to Customer that Materiel with respect to which Customer has submitted a warranty claim is not defective or nonconforming, Customer shall pay Supplier reasonable costs of handling, inspecting, testing and transportation incurred by Supplier.
- (d) In repairing or replacing any Materiel, part of Materiel or software medium under this warranty, Supplier may use reconditioned or refurbished parts. Replaced Materiel or parts shall become Supplier's property.
- (e) Repairs or replacements made pursuant to this warranty clause shall be performed in a time period agreed by the parties.

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SECTION C  
ACQUISITION OF MATERIEL

- (3) The Warranty Period for remedied Materiel shall be the greater of the period set forth in paragraph c) above or the remainder of the original Warranty Period, if any.
- d) All warranties shall survive inspection, Acceptance and payment.
- e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE SUPPLIER'S OBLIGATION TO REPAIR, REPLACE, CREDIT OR REFUND AS SET FORTH IN THIS WARRANTY; PROVIDED, HOWEVER, THAT SUPPLIER SHALL BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTIES OF THE TYPES AND IN AMOUNTS AS FOLLOWS:
- (1) A MAXIMUM OF \$2,500,000 FOR PERSONAL INJURY OR DEATH TO EACH INDIVIDUAL;
- (2) A MAXIMUM OF \$5,000,000 FOR PROPERTY DAMAGE PER OCCURRENCE. (PROPERTY DAMAGE SHALL NOT INCLUDE ANY LOSS OF REVENUE OR PROFITS);
- (3) A MAXIMUM OF \$10,000,000 PER OCCURRENCE.

C13. PROVISION OF EQUIPMENT

- a) Upon Customer's request, and subject to availability, Supplier will, at no additional charge, provide Customer with the use of Materiel similar to Materiel ordered by Customer, but not yet installed, for purposes of program testing, conversion, compiling and other activities, if Supplier normally provides similar use of such Materiel to its other customers.
- b) If Supplier has equipment available for testing Materiel for defects or failures, Supplier shall, upon Customer's request, deliver such equipment during the Acceptance Period and any warranty period. At Supplier's option, Supplier may sell or lease such equipment to Customer at Supplier's current rates.

C14. REPAIRS NOT COVERED UNDER WARRANTY

- a) Supplier shall provide repair service on all Materiel provided by Supplier for at least five years after Materiel is rated "manufacture discontinued." Unless otherwise agreed, Supplier shall ship repaired or replacement Materiel which meets current Specifications with which Materiel is compatible, within Supplier's published repair intervals. With the concurrence of and scheduling by Customer, repair may be made by Supplier on-site.

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Mountain and Pacific Northwest Bell  
Telephone Companies only.

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NTI  
SECTION B  
GENERAL TERMS AND CONDITIONS

- c) If Customer notifies Supplier of any deviation, Supplier shall then, at no additional charge, promptly take required action to correct such deviations which the parties agree should be corrected. Following corrective action by Supplier, Customer may, at its option, repeat the Acceptance Test.

B17. WARRANTIES

THE WARRANTIES AND REMEDIES SET FORTH BELOW CONSTITUTE THE ONLY WARRANTIES OF SUPPLIER WITH RESPECT TO MATERIEL AND CUSTOMER'S ONLY REMEDIES IN THE EVENT SUCH WARRANTIES ARE BREACHED. THEY ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO ANY SERVICES, EXCEPT INSTALLATION SERVICES, PROVIDED BY SUPPLIER HEREUNDER, AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE REMEDIES SET FORTH BELOW FAIL OF THEIR ESSENTIAL PURPOSE, THEN THE PROVISIONS OF CLAUSE B40 a) "DEFAULT" SHALL APPLY. NEITHER SUPPLIER NOR NORTHERN TELECOM LIMITED SHALL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

Supplier warrants that:

- a) Supplier shall have full and complete title, free of all liens and encumbrances, to all Materiel, excluding Software, that is sold to Customer by Supplier on the Delivery Date of Materiel. Supplier warrants that it has the right to grant to Customer the license for Software.
- b) Supplier shall not permit the creation of any lien, encumbrance or security interest in any Materiel sold or licensed to Customer.
- c) Materiel, excluding Software, shall be free from defects in design, materials and workmanship and shall conform to Supplier's Specifications and the requirements of Orders accepted by Supplier. Defective Materiel, excluding Software, shall be repaired or replaced with a new or functionally equivalent replacement, at no charge during the warranty period.
- d) Materiel shall be compatible with other Materiel specified in an Order; or Related Order, and shall function with other material furnished by Customer and specifically identified in an Order, provided that such Customer material conforms with Supplier's Technical Specifications.
- e) If Supplier is not the manufacturer, Supplier shall assign all warranty rights, to the extent it has the right to do so, including, but not limited to, the complete manufacturer's warranty. Supplier shall assist and cooperate with Customer in making claims under such warranty.

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SECTION B  
GENERAL TERMS AND CONDITIONS

- f) The applicable warranty will not be affected by removal, relocation or resale of Materiel during the warranty period.
- g) Personnel that Supplier furnishes shall be qualified and shall perform tasks and functions in a workmanlike manner. If personnel are unavailable or in Customer's opinion unsuitable, Supplier shall consult with Customer and provide, at Customer's request, replacement personnel to ensure immediate continuation of Services at a competent level. Supplier shall bear all associated costs necessary to train, qualify or update such personnel.
- h) The warranty period for each initial System or additions to a System, excluding Software, shall be:
- (1) eighteen months from the Delivery Date;
  - (2) twelve months from the Acceptance Date; or
  - (3) twelve months from the forty-fifth day after the Completion Date.
- In any case, the warranty period shall be the first of these three periods to expire.
- i) The warranty period for all other Materiel, except Software, shall expire twelve months from the Delivery Date.
- j) Supplier warrants that Installation Services provided hereunder shall be performed in a fully workmanlike manner in accordance with Supplier's Specifications and the requirements of the Order. Supplier further warrants that such Services shall be free from defects in workmanship for a period of one year from the Acceptance Date.
- k) All warranties shall survive inspection, Acceptance and payment.
- l) If Customer believes that there is a breach of warranty, Customer will notify Supplier during the warranty period, describing the claimed breach. Supplier shall promptly investigate the claim and shall advise Customer of Supplier's plans for corrective action, if any. Except as provided below, Supplier shall, at no cost to Customer:
- (1) begin on-site repairs within five working days of receipt of verbal notification and work continuously and expeditiously until repairs are completed, if the parties agree that on-site repairs are necessary.
  - (2) repair defective Materiel or replace same with new or functionally equivalent Materiel at Supplier's option (Unless otherwise agreed, Supplier shall ship such repaired Materiel

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SECTION B  
GENERAL TERMS AND CONDITIONS

within thirty calendar days of receipt of defective Materiel, or ship replacement Materiel within thirty calendar days of receipt of notification to do so.);

- (3) ship replacement Materiel without charge within thirty calendar days of receipt, if Materiel returned to Supplier for repair is determined by Supplier to be beyond repair;
  - (4) bear the risk of in-transit loss and damage and shall prepay and bear the charges for freight for shipments of repaired or replacement Materiel sent to Customer (Customer shall bear risk of in-transit loss and damage and shall prepay and bear the charges for freight for shipments sent to Supplier for repair or replacement. Customer may obtain shipping and packaging instructions from Supplier prior to returning any Materiel under warranty.);
  - (5) warrant repaired or replacement Materiel for the remainder of the original applicable warranty period or for ninety days, whichever is longer, calculated from the date the repair is completed or replacement is shipped; and/or
  - (6) bear expense for removal and/or re-installation of Materiel under warranty, excluding plug-in or portable items of Materiel. (As agreed, Customer or others may remove and/or re-install Materiel under warranty. Expenses for such removal and/or re-installation shall be billable to Supplier).
- m) The warranties set forth in this Section shall not apply to components of Materiel which are normally consumed in operation or which have a normal life inherently shorter than the applicable warranty period, such as light bulbs and fuses, nor to material provided by other suppliers.
- n) This warranty shall not extend to Materiel which has been:
- (1) subjected to misuse, neglect, accident or abuse not caused by Supplier;
  - (2) improperly wired, repaired or altered by anyone other than Supplier, except pursuant to Supplier's instructions;
  - (3) damaged by fire, explosion, acts of nature or external power failure; or
  - (4) used in material violation of the appropriate written instructions furnished by Supplier.
- o) Class A, AC and AR changes, as defined in the Section "Class Changes" of Appendix 4, "DOCUMENTATION AND CHANGE NOTICES," are in addition to Supplier's obligations hereunder.

SECTION B  
GENERAL TERMS AND CONDITIONS

p) Supplier warrants to Customer that Software licensed by Supplier and integral to Materiel ordered hereunder conforms to Supplier's Software Specifications and shall function without material troubles which result from defects in design of the Software for the applicable warranty period for such Materiel. If the Software fails to so conform, Customer's sole remedy and Supplier's sole obligation under this warranty shall be for Supplier to correct the failure. This obligation and remedy shall be conditioned upon:

- (1) Supplier's receipt of notice of failure from Customer within the applicable warranty period;
- (2) the Software not having been altered by other than Supplier;
- (3) the Software not having been installed outside the U.S.; and
- (4) failure not being the result of mishandling, abuse, acts of God, misuse, improper activity, including storage, installation, maintenance, servicing or operation, including use in conjunction with hardware other than the Materiel, or any act or omission of Customer prohibited or required under the terms of this Agreement including any inaccuracy or incompleteness in information provided to Supplier.

The correction of any such failure shall not extend the applicable warranty period either as to such Software or as to any other Software or Materiel.

**B18. TAX WARRANTY**

Except where expressly specified otherwise in an Order, all Materiel, excluding Software, procured hereunder shall be new Section 38 property eligible for investment tax credit under the Internal Revenue Code of the United States and applicable rules and regulations. If any action or default by Supplier shall cause a denial, loss, recapture or forfeiture of all or any part of any deduction or credit to which Customer is entitled under this clause, Supplier shall reimburse Customer in full for loss of any tax benefit so that Customer is made whole. This reimbursement shall include a sufficient additional amount for any state or federal income taxes that Customer must pay on the reimbursement amount. This clause shall not apply to Software or any repaired, replacement or refurbished Materiel.

**B19. TRAINING**

*REPLACED BY AMEND 1 CLAUSE (NEXT PG)*  
~~Supplier shall provide training, training materials and technical support to Customer in accordance with Appendix 5, "TRAINING," to enable Customer to use Materiel and/or Services.~~

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the requirements of this Procurement Contract, Customer may cancel this Procurement Contract at any time, at its sole discretion, with no liability whatsoever. If Customer so cancels, Customer shall be liable for Orders already placed, in accordance with the terms of this Procurement Contract and the GPA. This clause does not limit or supersede the provisions of Section 17 of this Procurement Contract.

**11.0 EMERGENCY SYSTEMS**

- 11.1 In the event that an emergency or catastrophic event affects any of Customer's switching Systems, Supplier agrees to immediately provide an emergency back-up System which may be utilized by Customer until a replacement System arrives. Supplier agrees to retain on-hand such emergency back-up System as well as an emergency stock of Materiel, Software and sufficient numbers of trained personnel to provide Services in the event of an emergency. Such System shall be capable of serving not less than one thousand (1,000) lines.
- 11.2 If Customer uses an emergency System described in Section 11.1, Customer agrees to expeditiously order a replacement System. Supplier agrees that such replacement Systems Ordered from Supplier shall have the highest possible priority in Supplier's manufacturing and production schedule.
- 11.3 If the System described in Section 11.2 is utilized by Customer for an emergency, Customer shall pay all related costs for transportation to and from Supplier's facility, and for Services provided by Supplier. In addition, Customer shall pay a monthly usage fee for the emergency System at the rate specified in Appendix 2. If, however, Customer Orders a replacement System from Supplier, all usage fees paid by Customer for the emergency System will be applied against the price of the replacement System.
- 11.4 Supplier shall provide to Customer a telephone number at which Customer may obtain emergency replacement parts 24 hours a day, 7 days a week.

**12.0 WARRANTIES**

- 12.0 For the purposes of this Procurement Contract, the following warranty periods shall apply:

**NOTICE**

NOT FOR USE OR DISCLOSURE OUTSIDE U S WEST AND NORTHERN TELECOM  
EXCEPT UNDER WRITTEN AGREEMENT

12.1 The warranty period for each initial System or Extensions to a System, including Software, provided with the System or Extension, shall be thirty (30) months from Shipment Date;

12.2 The warranty period for all other Materiel shall expire twenty-four (24) months from the Shipment Date;

12.3 The warranty period for Engineering and Installation Services shall be as follows:

- A) Where Engineering and Installation Services are associated with an initial System or an Extension to a System, the warranty period shall be the same as the associated warranty period for such initial System or Extension.
- B) Where Engineering and Installation Services are not associated with an initial System or an Extension to a System, the warranty period shall be twelve (12) months from the completion of such Services.

The warranty and remedies for Engineering Services shall be consistent with those for Installation Services, under the GPA.

12.4 The warranty period for repaired or replacement Materiel shall be six (6) months or the remainder of the original applicable warranty period, whichever is longer, calculated from the date the repair is completed or replacement is shipped.

### 13.0 CAPACITY

13.1 Supplier warrants that the capacity of any System ordered under this Procurement Contract shall be capable of meeting or exceeding the capacity representations made by Supplier in Appendix 4. Should a System not meet the capacity requirements as specified in Appendix 4, Supplier shall, at no additional charge, provide Customer any additional Materiel, Software and Services required to make the System perform as warranted.

#### NOTICE

NOT FOR USE OR DISCLOSURE OUTSIDE U S WEST AND NORTHERN TELECOM  
EXCEPT UNDER WRITTEN AGREEMENT

Agreement No. CBC0002  
Amendment 1  
December 11, 1989

ATTACHMENT A  
ERICSSON

WARRANTY INFORMATION

**Materiel and Software**

<u>Materiel</u>	<u>Warranty Period</u> (Furnish-Only)	<u>Warranty Period</u> (Furnish & Install)
AXE 10	2 years after receipt	2 years from installation date
Licensed Software	2 years after receipt	2 years from installation date
Custom Software	1 year from completion date	N/A

**Services**

All Services are warranted for a period of 1 year following completion.

**Repair & Return**

All repaired and returned Materiel is warranted for a period of 180 days, or the remainder of the warranty period, whichever is longer.

NOTICE

NOT FOR USE OR DISCLOSURE OUTSIDE U S WEST AND ERICSSON  
EXCEPT UNDER WRITTEN AGREEMENT

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**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)  
**10/08/91**

PRODUCER CP0953-1

**Marsh & McLennan, Inc.**  
21 Avenue of the Americas  
New York, NY 10020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY LETTER **A AMERICAN RIDGE INSURANCE COMPANY**
- COMPANY LETTER **B Planet Insurance Co.**
- COMPANY LETTER **C Natl Union Fire Ins Co of Pittsburgh American Ridge Ins. Co.**
- COMPANY LETTER **D Self Insured Retention Hartford Fire Insurance Company**
- COMPANY LETTER **E Employers Reinsurance Corporation**

INSURED  
**American Telephone and Telegraph Company**  
550 Madison Ave.  
New York, N.Y. 10022

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS			
						EACH OCCURRENCE	AGGREGATE	
A	GENERAL LIABILITY	GL-2-01-01-91	09/01/91	09/01/92	BODILY INJURY	\$	\$	
	COMPREHENSIVE FORM PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS BROAD FORM PROPERTY DAMAGE PERSONAL INJURY				PROPERTY DAMAGE	\$	\$	
					BI & PD COMBINED	\$ 2500	\$ 2500	
					PERSONAL INJURY	\$		
B	AUTOMOBILE LIABILITY	NO. NKA 010015 00	09/01/91	09/01/92	BODILY INJURY (PER PERSON)	\$		
	ANY AUTO ALL OWNED AUTOS (PRIV. PASS.)				BODILY INJURY (PER ACCIDENT)	\$		
	ALL OWNED AUTOS (OTHER THAN ) (PRIV. PASS.)				PROPERTY DAMAGE	\$		
	HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				BI & PD COMBINED	\$ 2500		
C	EXCESS LIABILITY	BE308-1187 XSO-1-10-15-90	10/15/90	10/15/91	BI & PD COMBINED	\$ 5000	\$ 5000	
D	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	SELF INSURED RETENTION \$500,000 10WBML 4967 (CALIF.) 10WERML 2241 (TEX)	1/1/91 4/1/91 3/1/91	1/1/92 4/1/92 3/1/92	STATUTORY	\$500,000 (EACH ACCIDENT)	\$500,000 (DISEASE-POLICY LIMIT)	\$500,000 (DISEASE-EACH EMPLOYEE)
E	OTHER	Excess Workers Comp.	C 12902 R5 (binder #280210)	8/1/91	8/1/92	\$4,500		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS All Operations of the Insured.

**CERTIFICATE HOLDER**

**STATE OF WASHINGTON DEPT. OF CORRECTIONS**  
410 W. 5TH.  
OLYMPIA, WASHINGTON

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*James P. Li*

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NOTICE:

Self Insured - General and Auto Liability

Be advised, the first \$2.5 million of liability insurance indicated on the attached certificate is what is referred to in the insurance industry as a "fronting arrangement"; AT&T is really self insured. The fronting arrangement makes it easier to comply with customers request for insurance coverage without having to explain "self insurance." Since the arrangement is truly a self insured mechanism, you are subject to a bill back for all liability claims up to \$2.5 million.

Additional Insured - adding another to our policy, although acceptable, is to be discouraged whenever possible. Although the intent is to provide coverage offered by the policy to the additional insured for liability resulting from the negligence of AT&T (generally applies when both are named in a suit), this restrictive interpretation may not survive in some courts. It is possible, that adding another simply as additional insured may entitle that party to coverage under our policy for their negligence.

In order to avoid this misrepresentation of intent, all certificates of insurance making reference to additional insured will be accompanied by a specific reference to the project/work performed or occupancy of premises.

Example:

ABC Corporation is added as additional insured with respect to work being performed by AT&T only.

or

ABC Corporation is added as additional insured with respect to work performed under contract Y12359 by AT&T.

or

ABC Corporation is added as an additional insured as respects occupancy of leased premises by AT&T.

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This Agreement is entered into between AT&T Communications, Inc., acting on behalf of the Interstate Division of the American Telephone and Telegraph Company and the AT&T Communications interexchange companies (hereinafter "AT&T") and **WASHINGTON STATE DEPT. OF CORRECTIONS** ("Agent").  
Company name

WHEREAS Agent is responsible for the placement of public telephones on the premises listed in Attachment A hereto and has arranged for the placement on such premises of public telephones owned and operated by a local exchange company ("LEC"), the parties agree as follows:

1. Agent represents and warrants that it is authorized to make decisions concerning public telephone service at the locations listed in Attachment A, including the right to select the primary interexchange carrier ("PIC") for operator assisted ("0+") interLATA calls placed from those locations.
2. Agent hereby selects AT&T as the "0+" PIC for the LEC public telephones at the locations listed in Attachment A, and it appoints AT&T as its Agent for the purpose of submitting Agent's selection of AT&T as its PIC for such telephones. Agent also agrees that it will promptly sign and return any ballot received from a LEC in connection with "equal access" for that LEC's public telephones and to name AT&T as Agent's "0+" PIC on the ballot. Nothing in this Agreement requires Agent to route "1+" interLATA calls to AT&T from the telephones covered by this Agreement.
3. Agent must inform AT&T of the telephone line numbers for each of the LEC public telephones at the locations listed in Attachment A ("locations") and all changes or additions to those numbers. Agent may direct the appropriate LEC to provide AT&T with such information, but AT&T is not obligated to pay the commissions described in paragraph 5 below unless and until it has been provided with correct line numbers for the LEC public telephones.
4. Agent will use its best efforts to retain the placement of the LEC public telephones at the locations listed in Attachment A during the term of this Agreement. If the number of LEC public telephones covered by this Agreement decreases substantially, AT&T has the right to terminate this Agreement.
5. AT&T agrees to pay Agent a commission as described in Attachment B on the billed revenues for non-sent paid (i.e., collect, credit card and billed to third number) AT&T calls placed from the LEC public telephones at the locations listed in Attachment A, provided that:
  - a. Agent complies with all of the requirements in paragraphs 1-4 above.
  - b. Agent will indemnify and hold AT&T harmless against any claim by any third party for commissions relating to the LEC public telephones covered by this Agreement.
  - c. Agent will provide AT&T or its designee with reasonable access to Agent's records relating to this Agreement.
6. This Agreement will begin upon the signing of this Agreement by both parties and will be in effect for the period described in Attachment B. AT&T's obligation to pay commissions pursuant to paragraph 5 above will begin on the date that any LEC first implements Agent's selection of AT&T as Agent's "0+" PIC from that LEC's covered telephones. AT&T may terminate this Agreement with respect to any or all of the locations listed in Attachment A by sending written notice to Agent if the Federal Communications Commission, a State Public Utilities Commission or a court of competent jurisdiction issues an order or ruling which contains terms or conditions that materially and adversely affect this Agreement, its profitability to AT&T, or the ability of AT&T or Agent to perform its

(over please)

000853

obligations as set forth herein. In addition, if applicable rules and regulations change, so that Agent is not permitted to select the interexchange carrier for all "0+" dialed interLATA calls from the covered telephones, Agent's duty to route all such calls to AT&T will end, and AT&T may terminate this Agreement by sending written notice to Agent. Termination of this Agreement under this paragraph will not give Agent any right to seek damages from AT&T as long as AT&T complies with its obligations to Agent up to the date of termination.

7. Except in cases involving willful or wanton conduct, AT&T's liability to Agent is limited to its obligations to pay commissions as described above. AT&T SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT AT&T HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE), BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.
8. Any technical or business information or data disclosed or furnished to Agent by AT&T ("information"), including all information relating to AT&T calls, remains the property of AT&T. When in tangible form, this information must be returned upon request. All such information must be kept confidential by Agent and used only in Agent's performance under this Agreement, unless the information was previously known to Agent without any obligation of confidentiality or is made public by AT&T.
9. This Agreement and any attachments hereto constitute the entire understanding between the parties. They supersede all prior understandings, oral or written representations, statements, negotiations, proposals and undertakings with respect to the subject matter hereof. All amendments to this Agreement must be in writing, must refer specifically to this Agreement and must be signed by authorized representatives of the parties.

AT&T Communications, Inc.

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Date

Print/Type name: SANDY WHITLARK

Title: REGIONAL OPERATIONS MANAGER

**b** WASHINGTON STATE DEPT. OF CORRECTIONS  
Company Name

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Date

**c** Print/Type name: \_\_\_\_\_

Title: \_\_\_\_\_

410 WEST 5TH (P.O. BOX 9699; FN-61)  
Company address

OLYMPIA, WA 98504  
City State Zip Code

\_\_\_\_\_  
Company telephone number

**d** \_\_\_\_\_  
Federal Tax ID (To issue commission checks)

3

Attachment A: Local Telephone Company Public Phones

To ensure you receive your full commission, it is important that you write down each of your local telephone company public phone numbers.

(Complete one Attachment A form for each business address. You may have to copy this form before filling it out if you have multiple locations.)

WASHINGTON STATE DEPT. OF CORRECTIONS
COMPANY NAME
410 WEST 5TH (P.O. BOX 9699; FN-61)
COMPANY ADDRESS
OLYMPIA, WA 98504
CITY STATE ZIP CODE
TYPE OF COMPANY
AUTHORIZED CONTACT PERSON

GTE
LOCAL TELEPHONE COMPANY
NEW ACCOUNT
ADDITIONAL LINE(S)
DISCONNECT LINE(S)

Table with 2 columns: Local Telephone Company Public Phone Number, Set Type: Coin or Coinless. Multiple rows for data entry.

Table with 2 columns: Local Telephone Company Public Phone Number, Set Type: Coin or Coinless. Multiple rows for data entry.

BY:
AUTHORIZED SIGNATURE
PE OR PRINT NAME
DATE
PHONE NUMBER DURING BUSINESS HOURS

ACCEPTED BY: AT&T
AUTHORIZED SIGNATURE
SANDY WHITLARK, REGIONAL OPERATIONS MANAGER
TYPE OR PRINT NAME
DATE



3

Attachment A: Local Telephone Company Public Phones

To ensure you receive your full commission, it is important that you write down each of your local telephone company public phone numbers.

(Complete one Attachment A form for each business address. You may have to copy this form before filling it out if you have multiple locations.)

a WASHINGTON STATE DEPT. OF CORRECTIONS
COMPANY NAME
410 WEST 5TH (P.O. BOX 9699; FN-61)
COMPANY ADDRESS
OLYMPIA, WA 98504
CITY STATE ZIP CODE
TYPE OF COMPANY
AUTHORIZED CONTACT PERSON

b PTI
LOCAL TELEPHONE COMPANY
NEW ACCOUNT
ADDITIONAL LINE(S)
DISCONNECT LINE(S)

Table with 2 columns: Local Telephone Company Public Phone Number, Set Type: Coin or Coinless. Multiple rows for data entry.

Table with 2 columns: Local Telephone Company Public Phone Number, Set Type: Coin or Coinless. Multiple rows for data entry.

BY:
e AUTHORIZED SIGNATURE
PE OR PRINT NAME
DATE
PHONE NUMBER DURING BUSINESS HOURS

ACCEPTED BY: AT&T
AUTHORIZED SIGNATURE
TYPE OR PRINT NAME
SANDY WHITLARK, REGIONAL OPERATIONS MANAGER
DATE



3

**Attachment A: Local Telephone Company Public Phones**

**To ensure you receive your full commission, it is important that you write down each of your local telephone company public phone numbers.**

*(Complete one Attachment A form for each business address. You may have to copy this form before filling it out if you have multiple locations.)*

**a** WASHINGTON STATE DEPT. OF CORRECTIONS  
 COMPANY NAME  
410 WEST 5TH (P.O. BOX 9699; FN-61)  
 COMPANY ADDRESS  
OLYMPIA, WA 98504  
 CITY STATE ZIP CODE  
 \_\_\_\_\_  
 TYPE OF COMPANY  
 \_\_\_\_\_  
 AUTHORIZED CONTACT PERSON  
 \_\_\_\_\_

**b** U.S. WEST COMMUNICATIONS  
 LOCAL TELEPHONE COMPANY  
 \_\_\_\_\_ NEW ACCOUNT  
 \_\_\_\_\_ ADDITIONAL LINE(S)  
 \_\_\_\_\_ DISCONNECT LINE(S)

**c** Local Telephone Company Public Phone Number

**d** Set Type: Coin or Coinless

**c** Local Telephone Company Public Phone Number

**d** Set Type: Coin or Coinless

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BY:

ACCEPTED BY: AT&T

**e** AUTHORIZED SIGNATURE  
 \_\_\_\_\_  
 PE OR PRINT NAME  
 \_\_\_\_\_  
 DATE  
 \_\_\_\_\_  
 PHONE NUMBER DURING BUSINESS HOURS  
 \_\_\_\_\_

AUTHORIZED SIGNATURE  
 \_\_\_\_\_  
 TYPE OR PRINT NAME  
SANDY WHITLARK, REGIONAL OPERATIONS MANAGER  
 DATE  
 \_\_\_\_\_



**Attachment B:  
AT&T Individual Commission Plan**

*This form details the AT&T Individual Commission Plan  
and needs to be returned with your signed contract.*

1. The commission rate payable to Agent for each location listed in Attachment A and the term of this Agreement are set forth below:

Total Number Of Public Telephones At A Location Routing "0+" InterLATA Calls To AT&T	Commission Rate On AT&T Non-Sent Paid Revenues From LEC Public Phones
	24 %

five (5)

The initial term of this Agreement is a period of ~~two (2)~~ years from the date Agent first begins earning commissions on any telephone listed in Attachment A pursuant to the terms of paragraph 6 of the Agreement.

This Agreement shall be automatically renewed for additional one year terms unless either party gives thirty (30) days' notice of its intention not to renew.

2. AT&T Non-Sent Paid Revenues will be calculated based on a monthly period beginning on the 16th day of each calendar month and ending on the 15th day of the following month.

000858



A P P O I N T M E N T     O F     A G E N T

The undersigned does hereby appoint AT&T my agent, to act in my name and stead, to handle all arrangements with local telephone companies (LEC's) to select AT&T as the "0+" carrier for all current and any future LEC public telephones installed at all locations under my control throughout the United States. It is understood that only one "0+" long distance company for a LEC public telephone may be selected for a LEC public telephone, and that the selection of more than one "0+" long distance company for a LEC public telephone may invalidate any choice. It is further understood that there may be a charge by the local telephone company(s) for each public telephone line if there is a change in choice of "0+" long distance companies following the initial selection.

WASHINGTON STATE DEPT. OF CORRECTIONS  
(Company)

410 WEST 5TH  
(Address)

\_\_\_\_\_  
(Signature)

OLYMPIA, WA 98504  
(City, State)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Business Telephone)

\_\_\_\_\_  
(Date)

000859



AMENDMENT NO. 1 TO CONTRACT AGREEMENT NO. CDOP2681

THIS AMENDMENT is made by the state of Washington, Department of Corrections, hereinafter referred to as "DOC", and American Telephone and Telegraph Company, hereinafter referred to as "Contractor", for the purpose of amending that document entitled Contract Agreement, bearing Contract No. CDOP2681, heretofore entered into between DOC and Contractor.

It is mutually agreed that the above-referenced Agreement is hereby amended as set forth below:

1. Section 4, Subcontractors, is amended, in part, as follows:

A. GTE. GTE shall install and maintain public telephone sets, all associated equipment, lines, Dictaphone recording/monitoring equipment and call timing and call blocking software at the following location:

- i. Washington State Reformatory, Monroe
- ii. Twin Rivers Corrections Center

GTE shall install and maintain public telephone sets, all associated equipment, lines, call timing and blocking software at the following locations:

- ~~((ii.)) ((Twin Rivers Corrections Center))~~
- iii. Indian Ridge Corrections Center, Arlington
- iv. Special Offender Center, Monroe

2. Section 5, Term, is amended, in part, as follows:

The term of this Agreement shall be five (5) years, commencing as of March 16, 1992 ("Effective Date"). Subcontractor GTE shall provide Dictaphone recording/monitoring equipment to Twin Rivers Corrections Center, in addition to the other services already being provided to Twin Rivers, commencing August 1, 1994 through the end of the remaining contract agreement, .....

3. Attachment 1, COMMISSION SCHEDULE, is amended, as follows:
1. AT&T: commission rate of 24% on billed revenues from operator-assisted intraLATA, interLATA and international calls carried by AT&T.
  2. GTE: commission rate of 27% on billed revenues from operator-assisted local and intraLATA calls carried by GTE. For Twin Rivers Corrections Center only, commission rate of 23% on billed revenues for operator-assisted local and intraLATA calls carried by GTE from August 1, 1994 through the remainder of the contract term.

Additions to the text of this Agreement are shown by underline, deletions by ~~((strikeout))~~.

All other terms and conditions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have affixed their signatures in execution thereof.

CONTRACTOR

STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS

Andy Garnik 11-30-94  
Date

Gary Banning 9/15/94  
Date  
Gary Banning  
Administrator  
Office of Contracts and Regulations

THIS AMENDMENT HAS BEEN APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL.

**AMENDMENT NO. 2 TO AGREEMENT BETWEEN  
STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS  
AND AT&T CORP. FOR INSTALLATION AND OPERATION OF  
AN INMATE TELEPHONE SYSTEM AT STATE CORRECTIONAL  
INSTITUTIONS AND WORK FACILITIES**

This Second Amendment is made and entered into effective June 16, 1995, by and between the State of Washington Department of Corrections ("Department") and AT&T Corp., previously known as American Telephone and Telegraph Company ("Contractor" or "AT&T").

WHEREAS, Department and Contractor entered into an Agreement on March 16, 1992 for the Installation and Operation of an Inmate Telephone System at State Correctional Institutions and Work Facilities, bearing Contract No. CDOP2681 (the "Agreement");

WHEREAS, Department and Contractor entered into an Amendment No. 1 to the Agreement on November 30, 1994 for the purpose of modifying certain terms and conditions relating to Contractor's subcontractor GTE Northwest Incorporated;

WHEREAS, the parties now wish to further amend the Agreement to provide for the addition of certain call control features for calls carried by Contractor and for an increase in commissions on calls carried by Contractor;

NOW THEREFORE, Department and Contractor do mutually agree as follows:

1. Department and Contractor agree that Contractor shall arrange for the installation of certain call control features for intraLATA, interLATA and international calls carried by AT&T. The State Correctional Institutions and Work Facilities to receive such call control features and the installation schedule shall be determined by agreement between Department and Contractor. Contractor shall install and operate such call control features through its subcontractor Tele-Matic Corporation in accordance with the terms and conditions set forth in Attachment B and Exhibit 1 hereto, which are incorporated herein by reference.
2. Commencing on the 16th day of the month following the signing of this Amendment by Department, the commission rate paid by AT&T under the Agreement shall increase to twenty-nine percent (29%) on billed revenues from operator-assisted intraLATA, interLATA and international calls carried by AT&T.

000862

3. Except as set forth above and in Amendment No. 1, the Agreement remains unchanged and its terms and conditions in full force and effect.

STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS

AT&T CORP.

By: *Gary Banning*  
(Signature)  
Gary Banning  
(Typed or Printed Name)  
Administrator  
Office of Contracts & Regulations  
(Title)  
7/24/95  
(Date)

By: *Cindy Ezarnik*  
(Signature)  
CINDY EZARNIK  
(Typed or Printed Name)  
Sales Director  
(Title)  
8-15-95  
(Date)

Approved as to Form:

OFFICE OF THE ATTORNEY GENERAL  
STATE OF WASHINGTON

By: *John Scott Blonson*  
(Signature)  
John Scott Blonson  
(Typed or Printed Name)  
Sr. Ass't. ATTY. Gen.  
(Title)  
6/14/95  
(Date)

000863

# ATTACHMENT B AMENDMENT TO AT&T COMMISSION AGREEMENT

## INMATE CALLING SERVICE

The Agreement entered into on \_\_\_\_\_, 199\_\_\_\_, (hereinafter "Agreement") between AT&T Communications Inc. acting on behalf of the Interstate Division of the American Telephone and Telegraph Company and the AT&T Communications interexchange companies (hereinafter "AT&T") and \_\_\_\_\_ (hereinafter "Agent") is hereby amended to include the following:

FACILITY NAME

1. AT&T agrees that there will be no additional cost to Agent for AT&T's provision of AT&T Inmate Calling Services ("ICS") to Agent. This Amendment shall apply to all inmate telephones at the Locations, whether such telephones are provided by a LEC, by AT&T, or by AT&T's vendor. The customized ICS elements requested by Agent for each facility are specified in Exhibit 1 hereto.

2. In order to provide ICS, AT&T will cause certain "control" equipment to be placed at either Agent's premises or an off-premises location; however, that to the extent such equipment is already in place at the Agent's premises and compatible with ICS, AT&T will use that existing equipment. The ICS equipment shall be maintained in proper working order to insure the functioning of the ICS features. If the equipment is placed at the Agent's premises, Agent shall provide necessary space, power, heat, air conditioning, and any other reasonable requirements necessary for the functioning of the equipment required to provide ICS. Agent shall permit AT&T or its vendor reasonable access to the equipment in order to maintain the equipment.

3. All equipment placed pursuant to paragraph 2 above to provide ICS shall remain the property of AT&T or its vendor, as the case may be, and at the termination or expiration of this agreement, AT&T shall have the right to enter the premises, under the supervision of Agent, and remove any said equipment placed thereon pursuant to paragraph 2 above. Upon removal of the equipment, neither AT&T nor its vendor shall be responsible for restoring the premises to their original condition, provided

however, that AT&T or its vendor shall be responsible for any extraordinary damage to the premises to the extent such damage is caused by the negligence of AT&T or its vendor.

4. In the event, AT&T is unable to provide ICS as of the effective date of this Agreement, as defined in Section 3 of the Agreement, then AT&T will provide its standard live operator services to connect the inmate's call to the called party until it is able to provide ICS.

5. The commission rate payable to Agent for each Location listed in Attachment A, is \_\_\_\_\_ Percent (\_\_\_%) of revenues from AT&T Non-Sent Paid Collect Calls placed from the Inmate Telephones, the total number of which is \_\_\_\_\_.

6. Except in the event of a material default by AT&T in its performance under the Agreement, if Agent terminates the Agreement at any time prior to the expiration of the term of the Agreement, in addition to any other remedies available to AT&T at law or in equity, Agent shall pay a termination charge to AT&T, within thirty (30) days of such termination, calculated in the following manner:

Twenty-six and one-half cents (\$.265) times (x) the average number of messages per month, times (x) the number of months remaining in the term of the Agreement at the time of termination.

7. In the event of any dispute or inconsistency between this Amendment and the Agreement, the terms of this Amendment shall prevail.

AGENT/FACILITY \_\_\_\_\_

Authorized Signature

Typed or Printed Name

Title

Date

Federal Tax ID

AT&T COMMUNICATIONS, INC.

Authorized Signature

Typed or Printed Name

Title

Date

000864

# EXHIBIT 1 AT&T INMATE CALLING SERVICE COMMISSION AGREEMENT

## AGENT INFORMATION

Agent Name: \_\_\_\_\_ Date Contract Signed: \_\_\_\_\_

Expected Implementation Date: \_\_\_\_\_

<u>Facility Name</u>	<u>Number of Inmates</u>

## CONTROLS REQUESTED

	<u>Yes</u>	<u>No</u>	<u>Details</u>
ON-PREMISE	_____	_____	
OFF PREMISE	_____	_____	
PIN	_____	_____	IF YES: With list _____ Without list _____
LOCAL TIME LIMITS	_____	_____	IF YES: Length of time _____
LOCAL DISTANCE TIME LIMITS	_____	_____	IF YES: Length of time _____
HOUR OF DAY RESTRICTIONS	_____	_____	IF YES: Specify Hours _____
TOTAL DURATION RESTRICTION	_____	_____	IF YES: Specify _____
NUMBER OF CALLS RESTRICTION	_____	_____	IF YES: Specify _____
PASSIVE CALL ACCEPTANCE	_____	_____	
ACTIVE CALL ACCEPTANCE	_____	_____	
ADDITIONAL EQUIPMENT NEEDED	_____		
	_____		
	_____		
	_____		



000865

**AMENDMENT NO. 3 TO AGREEMENT  
BETWEEN  
STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS  
AND  
AT&T CORPORATION**

The AT&T Commission Agreement entered into as of March 16, 1992 ("Agreement"), between AT&T Communications, Inc. acting on behalf of the Interstate Division of AT&T Corp. (formerly American Telephone and Telegraph Company) and the AT&T Communications interexchange companies ("Contractor" or "AT&T") and State of Washington Department of Corrections ("Department") is amended, effective upon signing by both parties, as follows:

WHEREAS, Department and Contractor entered into an Agreement on March 16, 1992 for the Installation and Operation of an Inmate Telephone System at State Correctional Institutions and Work Facilities, bearing Contract No. CDOP2681 (the "Agreement");

WHEREAS, Department and Contractor entered into an Amendment No. 1 to the Agreement on November 30, 1994 for the purpose of modifying certain terms and conditions relating to Contractor's subcontractor GTE Northwest Incorporated (GTE);

WHEREAS, Department and Contractor entered into an Amendment No. 2 to the Agreement on August 15, 1995 for the purpose of providing for the addition of certain call control features for calls carried by Contractor and for an increase in commissions on calls carried by Contractor;

WHEREAS, the parties now wish to further amend the Agreement to change the expiration date of the Agreement, to increase the commissions, to delete Telephone Utilities of Washington, Inc. dba PTI Communications (PTI) as a subcontractor, and to include T-Netix Inc. as the station provider;

NOW, THEREFORE, Department and Contractor do mutually agree as follows:

1. Department and Contractor agree that the term of the Agreement is extended and will expire June 30, 1999.
2. Commencing on the 16th day of the month following the signing of this Amendment by Department, the monthly commission rate paid by Contractor under the Agreement shall increase to Forty-five percent (45%) on billed revenues from operator-assisted interLATA and international calls carried by Contractor from all locations. Also, Contractor shall pay Department a monthly commission rate of Forty-five percent (45%) on billed revenues from operator-assisted intraLATA calls from the following facilities only in PTI territory: Clallam Bay Corrections Center, Washington Correction Center for Women, Olympic Corrections Center, Pine Lodge Work Pre-Release, Coyote Ridge Corrections Center, and Larch Correctional Center.
3. Upon execution of this Amendment, U S WEST Communications, Inc. (USWC) shall pay to Department an increased monthly commission rate of Forty percent (40%) of billed revenues from operator-assisted local and intraLATA calls carried by USWC during the term of the Agreement.
4. Upon execution of this Amendment, GTE shall pay to Department an increased monthly commission rate of Thirty-five percent (35%) on all local and intraLATA GTE generated revenues for the term of the Agreement.
5. Upon execution of this Amendment, T-Netix, Inc. shall pay to Department a monthly commission rate of Twenty-seven percent (27%) on local calls only, for the term of the Agreement, from the facilities in PTI territory referred to in paragraph 2 above.
6. The Independent Contractor Agreement between AT&T and PTI entered into as of March 16, 1992, under which PTI agreed to act as subcontractor to Contractor for the provision of local service, inmate telephone equipment and monitoring and recording equipment to correctional facilities operated by the Department in PTI territory in the State of Washington, and in support of Contractor's obligations to the Department pursuant to the Agreement between the Department and AT&T for Installation and Operation of an Inmate Telephone System at State Correctional Institutions and Work Release Facilities, is hereby terminated in its entirety.
7. Any rate change will be effective beginning on the 16th day of the first calendar month of the renewal period.

000866

8. In the event of an inconsistency between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

REVISED ATTACHMENT A:  YES  NO  
REVISED ATTACHMENT B:  YES  NO

STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS

Gary Banning  
Authorized Signature

Gary Banning  
Typed or Printed Name

Contracts Administrator  
Title

2/3/97  
Date

360-753-5770  
Contract Telephone Number

AT&T COMMUNICATIONS, INC.

Donna Bowen (for)  
Authorized Signature

John Powell  
Typed or Printed Name

Sales V.P.  
Title

2/14/97  
Date

Contract # \_\_\_\_\_

Agent ID \_\_\_\_\_

Location # \_\_\_\_\_

Approved as to Form:

OFFICE OF THE ATTORNEY GENERAL  
STATE OF WASHINGTON

Cecilia M. Abolins for:  
Authorized Signature

Thomas J. Young  
Typed or Printed Name

Assistant Attorney General  
Title

February 3, 1997  
Date

000867







# Standard Delegation Of Authority

U874  
(7-87)

Note: Part A is used by the principal to appoint an in-charge during his/her absence:

Part B is used by the supervisor of the absentee to appoint an in-charge person to act on behalf of the absent principal.

Responsibility Code 1AX200000

Expires 2/14/97

## Part A

During my absence from 2/10/97 to 2/14/97 19 97 inclusive, Donna Bowen will be in charge of Consumer Sales Division and may exercise all authority delegated to me in the Schedule of Authorizations and appropriate Departmental Instructions.

Authority Delegated To:

Signature

Donna Bowen

Name Donna Bowen

Title/Salary Grade SE-6 B Band

Social Security No. [REDACTED]

Responsibility Code 1AX200010

Approved:

Signature

John C. Powell

Name John C. Powell

Title/Salary Grade E-Band

Social Security No. [REDACTED]

Date February 10, 1997

## Part B

During the absence of \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ 19 \_\_\_\_\_ inclusive, \_\_\_\_\_ will be in charge of \_\_\_\_\_

and may exercise the authority delegated to \_\_\_\_\_

in the Schedule of Authorizations and appropriate Departmental Instructions.

Authority Delegated To:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title/Salary Grade \_\_\_\_\_

Social Security No. \_\_\_\_\_

Responsibility Code \_\_\_\_\_

Approved:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title/Salary Grade \_\_\_\_\_

Social Security No. \_\_\_\_\_

Date

000868

AMENDMENT NO. 4 TO AGREEMENT  
BETWEEN  
STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS  
AND  
AT&T CORPORATION

The AT&T Commission Agreement entered into as of March 16, 1992 ("Agreement"), between AT&T Communications, Inc., acting on behalf of the Interstate Division of AT&T Corp., (formerly American Telephone and Telegraph Company and the AT&T Communications interexchange companies ("Contractor" or "AT&T") and State of Washington Department of Corrections ("Department") is amended, effective upon signature of both parties, as follows:

WHEREAS, Department and Contractor entered into an Agreement on March 16, 1992, for the installation and operation of an inmate system at state correctional institutions and work release facilities, bearing Contract No. CDOP2681 (the "Agreement");

WHEREAS, Department and Contractor entered into an Amendment No. 1 on November 30, 1994, for the purpose of modifying certain terms and conditions relating to Contractor's subcontractor GTE Northwest Incorporated (GTE);

WHEREAS, Department and Contractor entered into an Amendment No. 2 to the Agreement on August 15, 1995 for the purpose of providing for the addition of certain call control features for calls carried by Contractor and for an increase in commissions on calls carried by Contractor;

WHEREAS, Department and Contractor entered into an Amendment No. 3 to the Agreement on February 14, 1997 for the purpose of extending the date of the agreement, increasing the rate of commissions, and deleting Telephone Utilities of Washington, Inc. dba PTI Communications (PTI) as a subcontractor, and including T-Netix, Inc. as the station provider;

WHEREAS, the parties now wish to extend the current term of the Agreement, to: standardize the revenue percentage for all vendors and locations, to add caller ID to inmate telephone lines as well as legal telephone lines, to add a modified I-PIN system to the system, and to include other provisions as covered by this contract amendment.

1. Department and Contractor agree that the term of the Agreement is extended and will expire June 30, 2004.

000869

2. Commencing on the 16<sup>th</sup> day of the month following the signing of this Agreement by Department, the monthly commission rate paid by Contractor under the Agreement shall remain at forty-five percent (45%) on billed revenues from operator-assisted interLATA and international calls carried by Contractor from all locations. Also, Contractor shall pay Department a monthly commission rate of forty-five percent (45%) on billed revenues from operator-assisted intraLATA and interLATA calls from the following facilities only in Century Telephone (formerly PTI) territory: Clallam Bay Corrections Center, Washington Corrections Center for Women, Olympic Corrections Center, Pine Lodge Pre-Release, Coyote Ridge Corrections Center, and Larch Correction Center.
3. Upon execution of this Amendment, US WEST Communications, Inc. (USWC) shall pay to Department a monthly commission rate of forty percent (40%) of billed revenues from operator-assisted local and intraLATA calls carried by USWC during the term of the Agreement.
4. Upon execution of this Amendment, GTE shall pay to Department a monthly commission rate of thirty-five percent (35%) on all local and intraLATA GTE billed revenues for the term of the Agreement.
5. Upon execution of this agreement, T-Netix, Inc. shall pay to Department a monthly commission rate of twenty-seven percent (27%) on all local call billed revenues only, for the terms of the Agreement, from the facilities in Century Telephone territory referred to in paragraph 2 above.
6. Any rate (commission) change will be effective beginning on the 16<sup>th</sup> day of the first calendar month of the renewal period.
7. Eighty percent (80%) of the anticipated year's commissions will be pre-paid annually by each vendor, in advance to DOC. These revenues are to be based on last year's, year-end billed revenues. The payments will be made in January of each year, no later than the last business day of the month. Revenues will be broken down site by site and paid according to each site's figures. Payment may be made in the form of one check, which should be sent to the Administrative Planning Manager at DOC headquarters, in Olympia Washington, along with a complete breakdown of all figures showing fixed revenue and percentage paid as commission to the Department.

Address: MARY LOU KENNEDY  
ADMINISTRATIVE PLANNING/MANAGER  
PO BOX 41110  
OLYMPIA, WA 98504-1110

000870

8. There will be an annual "true up", conducted during the month of January of each year. This "true up" will be completed no later than the last business day of February. Any adjustment to be made, on DOC's behalf will be deducted from the current year's revenue check before it is issued to DOC.
9. Beginning April 15, 1999, caller ID will be added to each line, and maintained by the contractor and its vendors at no additional cost to DOC. The ID will be on all telephone lines including legal telephone lines.
10. Beginning April 15, 1999, a modified I-PIN system will be in place and operational, or as per any other agreement on scheduling as determined by DOC and its vendors. All costs for installation, administrative staffing, and other operational functions needed to support the system will be borne by Contractor and its vendors. The administrative "staffing" for supporting this system will be provided by T-Netix. Contractor shall provide an I-PIN system training program for both inmates and DOC staff, an accounting system, and all other operational functions. The modified I-PIN system will consist of a pin number, a revised announcement pre-recorded by T-Netix, updated and or upgraded software, and hardware systems and maintenance.
11. Time limits on calls may be imposed at the discretion of DOC personnel at DOHeadquarters only.
12. Beginning March 16, 1999, AT&T and its vendors (US West, GTE, and T-Netix) shall generate a monthly report showing site specific information. The information will include inmate use per telephone (on both inmate and legal lines), the minutes of use, amount of billed revenue, amount of commission paid, and revenue totals per institution. The report will be forwarded to the DOC headquarters' Telecommunications Manager, on a monthly basis, with an annual report at the years' end. The current AT&T report shall be used as a template for creating the monthly report.
13. In the event of an inconsistency between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.
14. Contractor shall not recommend any hardware or software under this amendment and any other amendments without documenting that such hardware and /or software is warranted by its manufacturer/owner to be Year 2000 compliant. Year 2000 compliant shall mean that the product performs accurately and reliably before, or/and after January 1, 2000, in the processing of date and date-related data regardless of whether the dates are in the 20<sup>th</sup> or 21<sup>st</sup> centuries, and whether or not the date data is affected by leap years. Furthermore, Year 2000 compliant hardware/software, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

000871

IN WITNESS WHEREOF, the undersigned have affixed their signatures in execution thereof.

STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS

  
Authorized Signature

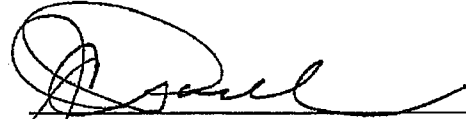
Gary Banning  
Typed or Printed Name

Contracts Administrator  
Title

3/1/99  
Date

(360) 753-5770  
Contract Telephone Number

AT&T COMMUNICATIONS, INC.

  
Authorized Signature

John C. Powell  
Typed or Printed Name

Sales Vice President (Consumer Sales)  
Title

3/17/99  
Date

Contract # \_\_\_\_\_

Agent ID \_\_\_\_\_

Location # \_\_\_\_\_

Approved as to Form:

OFFICE OF THE ATTORNEY GENERAL  
STATE OF WASHINGTON

  
Authorized Signature

Thomas J. Young  
Typed or Printed Name

Assistant Attorney General  
Title

2/26/99  
Date

000872

AMENDMENT NO. 5 TO AGREEMENT  
BETWEEN  
STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS  
AND  
AT&T CORPORATION

WHEREAS, State of Washington Department of Corrections ("Department") and AT&T Communications, Inc., acting on behalf of the Interstate Division of AT&T Corp., (formerly American Telephone and Telegraph Company and the AT&T Communications interexchange companies ("Contractor" or "AT&T") entered into a Commission Agreement on March 16, 1992, for the installation and operation of an offender telephone system at state correctional institutions and work release facilities, bearing Contract No. CDOP2681 (the "Agreement"); and

WHEREAS, Department and Contractor have previously agreed to extension of the term of the Agreement through June 30, 2004; and

WHEREAS, to provide adequate time to finalize a competitive procurement to provide a replacement offender telephone system and to allow reasonable time for any necessary installation or removal of equipment and a continuous and uninterrupted delivery of phone services to offenders;

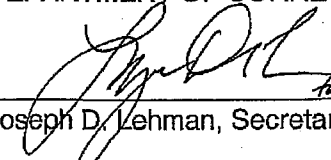
NOW THEREFORE, the Agreement is changed as follows:

1. The current term of the Agreement is extended and will expire in 120 days after finalization of the competitive procurement and the execution of a new contract signed by both the Department and the selected vendor.
2. A "true up" of commissions will be performed during the month following the last day of service provided under the Agreement.

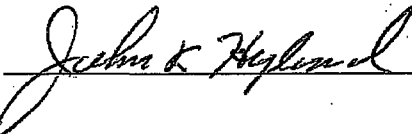
All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Secretary or his/her delegate has signed this Agreement in execution thereof.

STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS

  
\_\_\_\_\_  
Joseph D. Lehman, Secretary      Date 6-16-04

AT & T CORPORATION

  
\_\_\_\_\_  
Joshua K. Heglund      Date 6/22/2004

RECEIVED

MAY 4 2005

DEPT. OF CORRECTIONS  
CONTRACTS & REGULATIONS



April 29, 2005

**Certified Mail -- Return Receipt Requested**

State of Washington  
Department of Corrections  
Attn: Gary Banning  
410 West 5<sup>th</sup> Street  
Olympia, WA 98504-1118

Re: Request for consent to assignment of the State of Washington DOC Contract with AT&T Corp. ("Agreement")

Dear Mr. Banning:

This letter is to advise you of the pending acquisition of AT&T's public payphone business by a portfolio company of Gores Technologies Group, LLC ("Gores"), a leading private investment firm focused on investments in the technology and telecommunications sectors. Among Gores' portfolio companies is Global Tel\*Link Corporation ("Global"), which has a long and successful history in the public communications marketplace.

In accordance with the Assignment provisions of the Agreement, this letter is to request your consent to assign this Agreement to Global, to be effective with the closing of this acquisition. The closing date will be scheduled once all necessary regulatory approval and consents have been obtained, which we expect should occur by the end of May.

For your records, Global is a Delaware corporation with offices located at 2609 Cameron Street, Mobile, Alabama 36608. It is authorized to provide interstate and international services pursuant to authority granted by the Federal Communications Commission ("FCC") and holds authority to provide competitive telecommunications services (including payphone services) in approximately thirty states. A substantial portion of Global's business consists of the provision of prepaid and inmate telecommunications services.

Global hereby would assume the rights and obligations under the aforementioned Agreement for services rendered after closing of the acquisition. But for the transfer, no other changes to the Agreement are contemplated at this time.

AT&T's employees who have been providing services to the payphone industry through AT&T's National Public Markets organization will be joining the Gores organization as a group, and will continue to support the customers and contracts that they support today.

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We would also request that you change the address for notices on this Agreement to the following:

Ms. Rae Pearson, Contract Administrator  
 Global Tel\*Link Corporation  
 c/o TCG Public Communications, Inc.  
 6612 E 75<sup>th</sup> Street  
 Indianapolis, Indiana 46250-0429

We would respectfully request that you sign and return a copy of this letter to AT&T at the address listed below.

Thank you for your cooperation. We appreciate your business, and on behalf of Global and the former members of the AT&T payphone organization, we look forward to serving your public communications needs now and in the future. Please feel free to contact me if you have any questions.

Yours truly,



Howard P. Tharp  
 9257 Phinney North  
 Seattle, WA 98103  
 Tel.: 206-297-8319  
 Fax: 206-297-2916  
 Email: hptharp@ems.att.com

State of Washington DOC hereby consents to assign the aforementioned Agreement to Global Tel\*Link Corporation.

AGREED AND ACCEPTED:

By: 

Gary Banning  
 Name (printed)

Title: Contracts Administrator

Date: 5/11/05

CC: Don Wilbrecht

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