

- The location where the Small Disadvantaged Business(s) or Socially Disadvantaged Business will perform these services.
- The timeframe for the Small Disadvantaged Business(s) or Socially Disadvantaged Business to provide or deliver the goods or services.
- The amount of capital, if any, the Small Disadvantaged Business(s) or Socially Disadvantaged Business will be expected to provide.
- The form and amount of compensation each Small Disadvantaged Business or Socially Disadvantaged Business will receive. In the Disadvantaged Business portion of the proposal, provide the estimated dollar value of the contract to each Small Disadvantaged Business or Socially Disadvantaged Business.
- The percent of the total value of services or products purchased/subcontracted under the proposal that will be provided by the Disadvantaged Business(s) or Socially Disadvantaged Business.
- In the case of a joint venture agreement, a copy of the agreement, signed by all parties, must be included in the Disadvantaged Business Submittal of the proposal. If subcontracting, a signed subcontract or letter of intent must be included in the Disadvantaged Business portion of the proposal.
- Include in the Disadvantaged Business Submittal, any and all information concerning the Contractor's proposed utilization of small businesses located in *Designated Enterprise Zone* as required by Section II-8, Enterprise Zone Small Business Utilization Response

The Disadvantaged Business Submittal must be clearly identified as Disadvantaged Business information and sealed in an envelope separately from the remainder of the proposal. Only one copy of the Disadvantaged Business Submittal is needed.

The dollar value of the commitment to each Small Disadvantaged Business or Socially Disadvantaged Business must be sealed in the same envelope with the Disadvantaged Business portion of the proposal. The selected Contractor's Disadvantaged Business commitment amount, name of Disadvantaged Business, services to be provided including timeframe, for performing services will be included as a contractual obligation when the contract is executed.

Offerors may submit, within the same proposal envelope, alternate proposals for differing utilization of Small Disadvantage Businesses or Socially Disadvantage Businesses. For example, a proposal may be submitted by prime contractor with a Small Disadvantaged Business as a subcontractor while an alternate proposal may

be submitted by the Small Disadvantaged Business as the prime contractor. If an alternate proposal is offered, it must include separately sealed Technical, Price and disadvantaged Business submittals for the alternate. The alternate proposal will be scored separately. Only the higher-scored proposal (prime proposal or alternate proposal) will be eligible for participation for Best and Final Offers.

1.2-5. Enterprise Zone Small Business Utilization Response. To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, a company must include the following information in the Disadvantaged Business Submittal of the proposal:

- Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration).
- Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
- Proof of United States citizenship of the owners of the business.
- Certification that the business employs 100 or fewer employees.
- Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audited financial statement.

In addition to these verifications, this portion of the Submittal should include the following information:

- The company name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Contractor must specify the Enterprise Zone Small Business to which it is making commitments. The Contractor will not receive credit by stating that it will find a Enterprise Zone Small Business after the contract is awarded or by listing several companies and stating it will select one later.
- The specific work, goods, or services the Enterprise Zone Small Business will perform or provide.
- The location where the Enterprise Zone Small Business will perform these services.

- The timeframe for the Enterprise Zone Small Business to provide or deliver the goods or services.
- The amount of capital, if any, the Enterprise Zone Small Business will be expected to provide.
- The form and amount of compensation each Enterprise Zone Small Business will receive. In the Disadvantaged Business portion of the proposal, provide the estimated dollar value of the contract to each Enterprise Zone Small Business.
- The percent of the total value of services or products purchased/subcontracted under the proposal that will be provided by the Enterprise Zone Small Business.
- In the case of a joint venture agreement, a copy of the agreement, signed by all parties, must be included in the Disadvantaged Business Submittal of the proposal. If subcontracting, a signed subcontract or letter of intent must be included in the Disadvantaged Business Submittal of the proposal.

The dollar value of the commitment to each Enterprise Zone Small Business must be sealed in the same envelope with the Disadvantaged Business Submittal of the proposal. The selected Contractor's Enterprise Zone Small Business commitment amount, name of Enterprise Zone Small Business, and services to be provided including timeframe for performing services will be included as a contractual obligation when the contract is executed.

1.2-6. Technical Proposal: Responses to Tabs 1 through 10 must be bound, sealed, and identified separately as the Technical Proposal, following the Table of Contents described in 1.2.1 above. Commission data must not be presented in the technical portion of the proposal. Non-compliance with these requirements will result in disqualification.

#### **TAB 1. LETTER OF TRANSMITTAL**

The Letter of Transmittal must state that the proposal will remain valid until the contract is fully executed by the Commonwealth. The contents of the proposal of the selected Contractor will become a contractual obligation if a contract is executed. An official authorized to bind the Contractor to its provisions must sign proposals.

#### **TAB 2. MANADATORY REQUIREMENTS**

To be eligible for evaluation, the mandatory requirements in Part 3 of this RFP **MUST** be addressed in this section by indicating **ACCEPTANCE** of each. **NONACCEPTANCE**

OF ANY OF THE MANDATORY REQUIREMENTS, OR MODIFICATION OR THE PLACING OF CONDITIONS ON ACCEPTANCE OF ANY OF THE MANDATORY REQUIREMENTS, IN WHOLE OR IN PART, WILL RESULT IN IMMEDIATE DISQUALIFICATION. THEREFORE, IF YOU CANNOT ACCEPT ALL OF THE MANDATORY REQUIREMENTS, YOUR PROPOSAL WILL BE IMMEDIATELY DISQUALIFIED.

If there are any conflicts between the answers to the mandatories and any answers in any other section of the proposal, the answers in the mandatories section will take precedence in any contract that may be entered into as a result of this RFP.

### **TAB 3. MANAGEMENT SUMMARY**

The Commonwealth of Pennsylvania is seeking a Contractor to perform the tasks and services outlined in Part 5 of this RFP. Through their proposal, Contractors must demonstrate their expertise in providing these services. In this Tab, the Contractor must:

1. Provide a description of the Contractor understanding of the purpose of this RFP.
2. Present a summary of its proposal that includes an overview of the approach to completing the tasks identified in Part 5.
3. Present a description of how the staff resources required by this RFP will be provided. Include timeframes for providing these resources.
4. Explain how the project will be administered from a corporate level.
5. Explain how the prime Contractor plans to monitor and evaluate the performance of subcontractors (if used) and Contractor personnel.
6. Explain the prime Contractor's experience and ability to assemble the best qualified consortium of service providers/subcontractors that can provide innovative and cost effective solutions which meet or exceed the requirements of this RFP.
7. Explain the Contractor's ability to effectively control and manage the strategic and operational aspects of a consortium of service providers/subcontractors which will allow the prime contractor to commit to liquidate damages.
8. Explain how the prime Contractor will work as a team with their subcontractor on this contract.
9. Does the prime Contractor typically manage a consortium of contractors to compete the services pertaining to this RFP? Provide examples.
10. Provide the name, title, telephone number, FAX number, mailing address, e-mail address, and work hours of a person who will be available to answer any questions concerning its proposal.

### **TAB 4. CORPORATE BACKGROUND AND EXPERIENCE**

It is critical to the Commonwealth that the Contractor has a considerable amount of experience in providing telephone services. This TAB allows the Contractor to present the qualifications of the corporation, and its staff and those of the proposed

subcontractors, (if any), relative to the services requested in this RFP. In this TAB, the Contractor must:

1. Describe the proposed Contractor structure, if any, and describe the responsibilities and role of each subcontractor.
2. For each subcontractor, the following data must be provided:

a. Contract Information:

Provide the following information for the **prime Contractor:**

1. Complete company name, address and telephone number.
2. Federal identification number.
3. State in which company is incorporated.
4. Description of company's organization, including organization charts, and indicates company offers by name, where applicable.
5. Principal type of business.
6. Total number of years in the principal business.
7. Number of years in the telecommunications business.
8. Total full time work force assigned to contract functions.
9. Total full time telephone system and services work force located in where you are proposing to serve.

- b. Contract Information for Subcontractors: Contractors must submit with their proposals a list of all subcontractors that are expected to be used under the Contract and the activities to be accomplished by the subcontractors under the Contract.

If **subcontractors** are proposed in this bid, answer the following for each:

1. Complete subcontractor name and address.
2. Federal identification or social security number.  
State in which incorporate, if applicable.
3. Type business.
4. Total years in the business for which the Sub is being proposed in this bid.
5. Number of years in the telecommunications business.
6. Provide a financial statement or company annual report for each of the latest year.
7. How many projects similar to the functions proposed in this bid have been worked on in the past three (3) years.

8. Provide as many as possible but no less than three (3) references for the project described in number 7 above. Include at least the following information:
  - a. Company name
  - b. Address
  - c. Type of business
  - d. Description of the element(s) of the project being assigned.
  - e. Identify any subcontractor(s) and its role in these studies or projects.
  - f. A brief description of the system or hardware to be installed.
  - g. Contract person and alternate:
    - i. Name
    - ii. Title
    - iii. Phone number
    - iv. Address
    - v. Hours available
  - h. Total full time work force assigned to projects related to project on this bid.
  - i. Total full time work force located in the Commonwealth being proposed by the response to this bid.
  
- c. Financial Information: Contractors must include with their proposals the latest annual report and a complete financial statement prepared by an independent certified public accountant to include the balance sheet and a profit and loss statement for the complete fiscal period for the firm submitting the proposal and all other firms joining the Contractor in providing major components of the systems such as InterLata service, IntraLata service, local calling, payphone service, and collect call billing services, coin collection services, and maintenance. If a financial statement has not been completed for the fiscal period since the annual report of the firm, a statement from an independent certified public accountant must so state and the last complete financial statement must be included.

#### **TAB 5. PROJECT STAFFING AND KEY PERSONNEL**

This TAB allows the Contractor to present detailed information regarding personnel that are being proposed to fulfill the tasks and services requested. The Contractor should include the number and names, where practicable, of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work of this RFP. Minimally, the Contractor must identify a Project Manager. This TAB should be used to describe relevant experience for all proposed staff. In this TAB the Contractor must:

1. Describe the proposed organization structure, functional and contractual reporting responsibilities.
2. Describe the responsibilities for each identified staff member.
3. Provide a brief narrative describing the relevant experience of each identified staff member. This narrative should discuss how the particular experience relates to their specific role.
4. Provide detailed resumes for all identified personnel, including length of service with the Contractor's company. Three (3) professional references must be provided including name, client name, telephone number, and hours available.

#### **TAB 6. TECHNICAL REQUIREMENTS**

In addition to the following information, Contractors must include in this tab response to all information requested in Part 1.5-A through 1.5-E of this RFP and include Attachment: 3 Coin/Card Telephone Installation and Cutover Schedule, Attachment 5 Installed Equipment Form.

Installed Equipment: The Contractor must include with its proposal:

A. System A:

- (1) A minimum list of five customers located in the United States with coin/card stations, enclosures, mounting pedestals etc. of the type proposed in the RFP.
- (2) See Attachment 5 for the format for providing the information.

B. Demonstration:

A. Basic Requirements:

The Commonwealth may require Contractors whose proposals are determined by the Commonwealth, in its sole discretion, to be reasonably susceptible of being selected for award, to provide a demonstration of System A as an integrated entity. The demonstration of System A as proposed in the RFP shall be conducted at a Contractor customer location. A minimum of six (6) and not more than seven (7) Commonwealth representatives will be a part of the team reviewing the demonstration. The Contractor shall be responsible for reimbursing the Commonwealth for the travel expenses of the representatives of the Commonwealth to attend the demonstration(s). Reference Attachment 6 giving the content of

information on the current expenses under the Commonwealth of Pennsylvania Governor's Office Management Directive 230.10 for lodging, subsistence and transportation. After the demonstration Commonwealth personnel will process travel documents through the Comptrollers Office which reviews the document and supporting documentation. The Comptroller's Office will issue a document to each Contractor stating the dollar amount that it must reimburse to the Commonwealth.

No Contractor may subsidize charges, nor may it provide gifts, gratuities, upgrades, free meals, free rooms, free transportation, etc.

B. Name and Location of Demonstration Site:

The name and location of the System A proposed as the site for the demonstration shall be included in the response to this paragraph in the proposal.

C. Dates/Times Controlled by Office of Administration:

The date and times of the demonstration will be coordinated by the Office of Administration. The Office of Administration retains the right to reject a demonstration site and date proposed by the Contractor and to require an alternative(s) from the Contractor.

D. Systems to be Demonstrated:

The system to be demonstrated must be operational, completely integrated, in production, and in operation at the site.

E. Responsibility for Cost:

The Office of Administration will not be responsible for any costs incurred by the Contractor in conducting the demonstration. The Contractor must reimburse the Commonwealth for the traveling expenses of the Commonwealth representatives.

F. Details of Demonstration:

1. The demonstration for System A shall consist of a series of telephone calls placed from payphone stations; both local and long distance. The setup and details of these calls are scripted and the operational demonstration is designed to determine the effectiveness of the proposed systems in meeting the operational standards as presented in Part 5 – Paragraph 1.5-A. The calls shall be placed and received by members of the Evaluation Committee and/or individuals designated by the Commonwealth of Pennsylvania. The telephones used for the calls must be public payphones in which multiple stations are installed. **The calls shall**

be received using a variety of terminating switches/station equipment.

2. Since the requirements of the RFP are to be considered minimum, each Contractor is encouraged not only to propose, but **also to demonstrate, additional features considered desirable by the Contractor that will be made available to the Commonwealth as part of the services provided under this RFP.**

- G. Detailed Cutover Schedule: Contractors must submit a detailed cutover schedule with their proposals, including time frames for the various stages of installation and tests and acceptance by the Commonwealth for System A – coin/card public telephone services. See Attachment 3 Installation and Cutover Schedule to provide the information. See Attachment 1 Payphone & Enclosures in place, Attachment 2 Public payphone Station Inventory, Attachment 7 Department of Transportation Welcome Centers and Roadside Rests with TTYs for developing the installation and cutover schedule.

#### **TAB 7. TRAINING REQUIREMENTS**

Contractor must submit a complete and detailed description of the training that it will provide for system A requested in RFP Section 1.5-C.

#### **TAB 8. MAINTENANCE REQUIREMENTS**

Contractors must submit a complete and detailed description of the maintenance services that it will provide for system A as requested in RFP Section 1.5-D.

#### **TAB 9. FINANCIAL REQUIREMENTS**

Contractors must submit a complete and detailed description of the financial requirements that it will provide for system A as requested in RFP Section 1.5-E Financial.

#### **TAB 10. OBJECTIONS AND ADDITIONS TO STANDARD TERMS AND CONDITIONS FOR SERVICES.**

Contractor will identify which, if any, of the terms and conditions contained in Part 6 it would like to negotiate, and what additional terms and conditions Contractor would like to have included in the terms and conditions. Contractor's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Commonwealth may consider late objections and addition requests if it is in the best interest of the Commonwealth to do so. The Commonwealth may, in its sole discretion, reject any changes requested by the Contractor. Requested changes must be to the terms and conditions set out in Part 6. Requests to change other provisions of the RFP will not

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be considered. A request that Contractor's terms and conditions be substituted for Part 6 will not be considered. All terms and conditions must appear in one integrated contract. References to online guides or online terms and conditions will not be accepted. The proposal and the commission must be submitted on the basis of Part 6.

Part 3

Mandatory Requirements

Part 3  
Mandatory Requirements

1.3-1. Mandatory Requirements:

To be eligible for evaluation, each of the following mandatory requirements MUST be addressed in this section by indicating ACCEPTANCE of each. NONACCEPTANCE OF ANY OF THE MANDATORY REQUIREMENTS, OR MODIFICATION OR THE PLACING OF CONDITIONS ON ACCEPTANCE OF ANY OF THE MANDATORY REQUIREMENTS, IN WHOLE OR IN PART, WILL RESULT IN IMMEDIATE DISQUALIFICATION. THEREFORE, IF YOU CANNOT ACCEPT ALL OF THE MANDATORY REQUIREMENTS, YOUR PROPOSAL WILL BE IMMEDIATELY DISQUALIFIED.

If there are any conflicts between the answers to the mandatories in this section, and any answers in any other section of your proposal, the answers in this section will take precedence in any contract that may be entered into as a result of this RFP.

Yes    No

- |   |   |    |  |
|---|---|----|--|
| — | — | 1. | The Contractor has read and understands the terms and conditions of this RFP and the proposal is made in accordance with the requirements contained herein.  |
| — | — | 2. | The Contractor understands and acknowledges that all information provided by, and representations made by, the Contractor in its proposal are material and important and will be relied upon by Office of Administration in the evaluation of the proposals and award of the contract. Any misstatement shall be treated as fraudulent concealment from Commonwealth of Pennsylvania of the true facts relating to the submission of the proposal. A misrepresentation shall be punishable under Section 4904 of Title 18 P.C.S.A. |
| — | — | 3. | The commissions in the Commission Section of this proposal have been arrived at independently and without consultation, communication, or agreement with any other competing Contractor.   |
| — | — | 4. | The commissions in the proposal have not been disclosed to any other firm or person who is a proposer or a potential proposer and they shall not be disclosed before the proposal receipt date and time.   |

Yes    No

- \_\_\_    \_\_\_    5.    No attempt has been made or shall be made to induce any firm or person to refrain from submitting a proposal or to submit a proposal with lower commissions, or to submit any intentionally low or noncompetitive proposal or any other form of complementary proposal.
- \_\_\_    \_\_\_    6.    The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive proposal.
- \_\_\_    \_\_\_    7.    The Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been found in conflict with or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as disclosed by the Contractor in its proposal.
- \_\_\_    \_\_\_    8.    The Contractor acknowledges that if it is currently under suspension or debarment, its proposal may not be considered. In addition, if the Contractor enters into any subcontracts under the contract with subcontractor who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of the contract or any extensions or renewals thereof, the Commonwealth may, in its sole discretion, require the Contractor to terminate such subcontracts.
- \_\_\_    \_\_\_    9.    The Contractor agrees that no costs for preparing any contract will be charged to the Commonwealth for the response to this RFP. (Part 1.1-6)
- \_\_\_    \_\_\_    10.    Do you agree that your signed proposal arrives at the Department of Correction's Central Office Building by the time, date, and at the location specified in the RFP cover letter, that it will be immediately disqualified? (Part 1.1-9)
- \_\_\_    \_\_\_    11.    Do you agree that your proposal will remain valid until a contract is fully executed by the Commonwealth? (Part 1.1-10)

Yes   No

- \_\_\_ \_\_\_ 12. Do you agree not to sell or use lists of pay telephone numbers, names, addresses, or other privileged information for any purpose, except as outlined in the RFP?
- \_\_\_ \_\_\_ 13. Has the Commission Data been bound, SEALED, identified as "Commission Data" and kept separate from the Technical Portion and Disadvantaged Business Submittal Portion of your proposal? (Part I-23)
- \_\_\_ \_\_\_ 14. Has the Disadvantaged Business Submittal data been bound, sealed, identified as "Disadvantaged Business Submittal" and kept separate from the Technical Portion and Commission Portion of your proposal?
- \_\_\_ \_\_\_ 15. Do you certify that you do not owe any tax liability or other amount to the Commonwealth?
- \_\_\_ \_\_\_ 16. Do you agree that you will authorize the Commonwealth to offset any state and local tax liabilities of the Contractor or of any of its subsidiaries, as well as, any other amount due to the Commonwealth from the Contractor, against any payment due to the Contractor under this or any other contract with the Commonwealth?

Part 4

Criteria For Selection

**Part 4**  
**Criteria For Selection**

- 1.4-1. Review and Evaluation: Proposals that meet all of the mandatory requirements will be evaluated on the basis of uniform selection criteria and weighing technique. In addition, the evaluation will consider how well the Contractor understands and presents its technical solution to the problem.

Proposals will be reviewed and evaluated by a committee of qualified personnel selected by the Commonwealth. The committee will recommend for selection the proposal which most closely meets the requirement of the RFP and satisfies Commonwealth needs. Award will only be made to a Contractor determined to be responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

- 1.4-2. Alternate Proposals: The Commonwealth will accept alternate proposals for multiple coin/card public payphone services submitted from one (1) prime Contractor, but only two (2) submissions from any Contractor. Alternate proposals must be a complete response with a technical, Disadvantaged Business and commission sections. All sections of the proposals must be marked alternate proposals. An example if Contractor "Y" has two (2) different coin/card public payphone service solutions that Contractor "Y" wants to submit both solutions it may submit (2) two complete proposals with technical, Disadvantage Business and commission sections. All sections of the proposals must be marked alternate proposals.

- 1.4-3. Criteria: The criteria are listed in order of relative importance from the highest to the lowest weighted factors. The following factors will be used by the evaluation committee in making the selection.

- A. System A: Coin/Card Telephone Service:  
Operational standards, station equipment, noncompensatory stations, revenue and commission reports, coin collection and related activities, enclosures and pedestals, and compliance with Americans With Disabilities Act, and Telecommunications Act of 1996.
- B. Contractor Qualifications:  
Contractor and subcontractor experience in line of business related to this RFP, experience and training of personnel, and quantity and quality of customer base in line of business related to this RFP.

- C. Maintenance: Warranty, maintenance centers, experience level of personnel, standards for repair, liquidated damage clause, preventive maintenance program, and obligation and responsibility for maintenance.
- D. Training: Frequency, adequacy, follow up plan, training material, and specialized training.
- E. Commission: An evaluation of the commission will be performed utilizing the commission figures as presented on Attachment 13 –A Contractor’s Coin/Card Public Telephone Charges and Attachment 13-B Commission Data. The Contractor proposing the highest commissions and the lowest coin/card costs will be awarded the highest number of points. Each other Contractor will be awarded a lesser number of points based upon the relationship of its proposed commissions and lowest coin/card cost to the highest proposed commissions.
- F. Disadvantaged Business Participation: The Disadvantaged Business Participation will evaluate Contractor’s submissions.

1.4-4. Disadvantaged Business Participation Evaluation: The following options will be considered as part of the final criteria for section:

- Priority Rank 1            Proposals submitted by Small Disadvantaged Businesses.
- Priority Rank 2            Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.
- Priority Rank 3            Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.
- Priority Rank 4            Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking

To the extent that a proposal is submitted by a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than

40% of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than 40% of the total estimated dollar amount of the contract to other Contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

Enterprise Zone Small Business Participation: The following options will be considered as part of the final criteria for selection:

- |                 |  |
|-----------------|--|
| Priority Rank 1 | Proposals submitted by an Enterprise Zone Small Business will receive the highest score.   |
| Priority Rank 2 | Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive the next highest score for this criterion. |
| Priority Rank 3 | Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the lowest score for this criterion.                      |
| Priority Rank 4 | Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.   |

To the extent that a proposal is submitted as a prime Contractor by an Enterprise Zone Small Business, the Enterprise Zone Small Business cannot enter into contract or subcontract arrangements for more than 40% of the total estimated dollar amount of the contract.

Part 5  
System

Part 5  
System

1.5-A. System A: Coin/Card Public Telephone Service:

1. General Conditions: Coin/Card Public Telephone Service:

a. No Charge to the Commonwealth: There shall be no charge to the Commonwealth by the Contractor for the telephone lines, station equipment, cabling, telephone directories, Contractor work, associated wiring or any other cost to install and maintain the coin/card public telephone service. For the most part the Commonwealth cabling and conduit is provided, however in some instances Contractor may have to supply what is required to complete the project. At this point that amount cannot be determined. Estimation would be 5% of new coin/card phones installed.

b. Compliance with Regulations and Law: The Contractor shall comply with all applicable regulations and mandates set forth by the Commonwealth of Pennsylvania Public Utilities Commission (PUC) and the Federal Communications Commission (FCC) and must meet all applicable requirements of the Telecommunications Act of 1996 and any updates or replacements of the act. All installations must be in compliance with the Americans With Disabilities Act to include the installation of text telephones (TTY) as required by the law. The Contractor shall not engage in unreasonable practices as specified in FCC regulations.

Attachment 8 is Act 181 of 2002. This bill amends the Dual Party Relay and Telecommunication Device Distribution Program Act (Act 34 of 1995) to expand the definition of "person with disability" to provide telecommunication devices to individuals with a certified disability who requires TTY technology to access telecommunications services.

c. Federal and State Laws, Rules, Regulations, and Codes: The Contractor shall ensure that all services and equipment proposed during the term of the contract complies with all Federal and State laws, rules and regulations including but not limited to rate making, branding, provision of consumer information, access to local, IntraLata, and InterLata carriers, accommodations for individuals with disabilities and any applicable construction, electrical and safety codes.

All parties must also agree to comply with, and hold the Commonwealth of Pennsylvania harmless from, any subsequent rulings or findings of fact by the Federal Communications Commission (FCC) or the Pennsylvania Public Utilities Commission (PUC) regarding compliance with the requirements of an aggregator.

The term "aggregator" as used above is defined in the Telephone Operator Consumer Service Improvement Act of 1990.

- d. Responsibility for Permits, Nomenclature, and Specs: The Contractor is responsible for all permits applicable to the installation, operation, and maintenance of the telephone equipment, enclosures, associated wiring, and dial tone services. The Contractor shall provide the detailed nomenclature of the equipment that shall be used. Technical specifications shall be provided for all station equipment and enclosures proposed.
- e. Equipment may be same as Installed or Equal: Contractors may propose the same type of station equipment and/or enclosures that are currently in place, an approved equal, or an upgrade. If an equal or an upgrade is proposed, documentation shall be submitted to support that fact. Refer Attachment 1 Payphones and Enclosures in Place, Attachment 2 Public Payphone Station Inventory and Attachment 7 Department of Transportation's Roadside Rests and Welcome Centers (RRWC) with the requirement for one (1) TTY at each RRWC facility as listed in the attachment. Refer to Attachment 7 for the TTYs that the Department of Transportation (DOT) owns. Two (2) TTYs are owned by Verizon and would be replaced by DOT with a new Contractor, but the Contractor would install them for the DOT at no charge. When the installed DOT TTYs need to be replaced or new facilities, the Contractor will recommend what type of TTY that DOT should purchase and the Contractor will install them at no charge. As reflected on Attachment 7 DOT has two (2) new facilities (Carbon County & Susquehanna) to open as indicated on the attachment and the amounts of payphones required. DOT does not have plans for other facilities to open, but if they occur during the contract period, the Contractor will be required to install the required payphones requested by DOT depending on the design of the facility.
- f. Responsibility for Costs: The Contractor shall be responsible for all costs and/or penalties associated with the replacement of the existing stations, enclosures, and TTYs installations.
- g. System Responsibility: The Contractor shall be responsible for the complete installation of the complete and tested System A. The Contractor without cost, although not specifically mentioned in this RFP, must provide any required interface equipment, to the Commonwealth. It is to be understood that complete operating systems accepted by the Office of Administration are required in all cases.
2. Other Features: The Contractor shall include in its proposal a listing of any features that are considered advantageous to the Commonwealth that are not listed in this RFP which shall be furnished with the proposed equipment. The listing shall clearly identify that the features are provided at no cost to the Commonwealth.

3. Operational Standards: The coin/card telephone stations shall have the following operational standards:
- a. Coin stations shall provide free calling to emergency service, 911 and 0.
  - b. Shall provide free calls to toll free services 800/888/877/etc numbers.
  - c. Shall provide free access to live operator assistance for collect local, IntraLata and InterLata calls, and other user needs 24 hours a day, seven days a week, 365 days a year.
  - d. Shall provide automatic user access to predetermined primary IntraLata and InterLata carriers. Automatic user access is immediate dial tone to the carrier without dialing any codes.
  - e. Shall provide access to IntraLata and InterLata carriers through 800/888/877/950/10XXX, or any other FCC/PUC approved access codes.
  - f. Contractor shall make available, and shall identify, the cost if any, for calls to Directory Assistance 411 and/or 555-1212 service.
  - g. There shall be no charge for busy, no answer, or incomplete calls regardless of how long the user waits before hanging up.
  - h. Stations shall be continually scanned for malfunction by the Contractor's maintenance operation.
  - i. Coin/card telephone installations shall meet the established standards for use by the physically disabled and hearing impaired as well as the requirements of the Americans With Disabilities Act, the Telecommunications Act of 1996, and Act 181 of 2002 and any updates or replacement of the act.
  - j. The stations shall display the name of the Contractor(s) providing local, IntraLata and InterLata service.
  - k. The stations shall display the telephone number of the station Contractor's repair service. This number is required to be accessible 24 hours a day, 7 days a week, 365 days a year.
  - l. The stations shall have adequate usage instructions and the charge for a local call displayed on the coin/card telephone housing.

- m. Coin/card stations shall NOT require an external power source to remain operational. The telephone line should be the only source of power required for the station to function.
  - n. Coin stations shall accept nickels, dimes, and quarters as payment options.
  - o. Each Contractor shall specify its approximate set-up time in seconds for directly dialed and operator handled calls.
  - p. Coin and/or card stations shall be used, or continue to be used, in locations where they are presently in place.
  - q. Coin stations shall be supplied with current telephone directories; both white and yellow pages which will be mailed to each location for the Commonwealth's distribution for that area payphone(s).
4. Station Equipment: The coin/card telephone shall have physical and design characteristics that include the following:
- a. Dial tone/touch-dial service.
  - b. A steel housing that protects the counting, collecting, storing and electronic components of the telephone.
  - c. Operating ease with concise instructions on the faceplate.
  - d. A weatherproof housing design that resists the most severe weather conditions.
  - e. Industry standard design.
  - f. An armored handset cord that is resistant to stretching and breaking to minimize out-of-service conditions.
  - g. Magnetic coin stops to capture non-coin deposits.
  - h. Automatic locking coin receptacles.
  - i. Security seals on coin receptacles.
  - j. Tamper proof locks - upper and lower housings.
  - k. Discrete tones upon coin deposits.
  - l. Slug rejection chute design.

- m. Chute string cutter to prevent stuffing of chute.
- n. Floating case hardened metal plate to prevent side drilling entry.
- o. Installation reinforced by security studs to prevent theft of telephone.
- p. Meet the requirements of the hearing impaired legislation and the Americans With Disabilities Act, the Telecommunications Act of 1996, and Act 181 of 2002 and any updates or replacement of the act.

5. Unprofitable Coin/Card Telephones:

General: The Commonwealth recognizes that there are coin/card stations installed at Commonwealth locations that are unprofitable. Commonwealth believes that there are no agencies being billed a monthly recurring charge for stations (semi-public). In addition, all public payphones listed on Attachment 2 are all receiving monthly commissions. Under the contract resulting from this RFP, no coin/card stations shall be disconnected or removed without the concurrence of the Commonwealth and there shall be no charge for any coin/card station after the effective date of the contract. All existing payphones fulfill a public policy objective in health, safety and public welfare.

Contractor shall include a statement in its proposal that it agrees to install up to five (5) percent additional stations at potentially unprofitable locations during each year of the contract. This percent growth rate shall be calculated using as a base the number of coin/card stations listed in the total inventory not per using agency group of stations. In the past contract the Office of Administration (OA) worked with the agencies to determine the need by asking the using agency to work with their customer rather than installing a payphone if an existing payphone(s) could be moved to obtain additional profits, etc. Because of the unprofitable payphones, the Commonwealth will work with the awarded Contractor and the agencies to reduce public payphones.

The Commonwealth is looking for ideas from the Contractors on how to add profitable business to our statewide contract, for example adding airports, bus stations, etc. to the Commonwealth contract. Contractor shall include a statement in its proposal that it agrees to find other business to add to the Commonwealth's contract and shall explain how this can be accomplished and also other ideas for obtaining profits.

In Attachment 13-A, the Commonwealth has added components for Contractor to charge for public coin/card payphones. The chargeable components will be used only when Contractor will not install a commission based coin/card payphone because of either the existing or potential low revenues. If an agency still requires

coin/card public payphone services and is willing to pay for the services the Contractor would charge the agency monthly for providing the services this include the payphone, dial tone, repair services, maintenance services and all aspects under the award of Section 1.

6. Payphone Signage: The design and placement of signs indicating the location of coin/card stations shall adhere to Commonwealth policy and regulation as well as conform to a reasonable interpretation of good common sense and propriety. Recognizing that two principal purposes for the public payphones are the convenience of the public and maximization of commission revenue to the Commonwealth, Contractors shall agree to place more location signs than might generally be considered normal in unusual areas such as state parks. The Contractor shall reach agreement with the using agency in these situations. The Commonwealth shall make the decision if the Contractor and the using agency cannot agree on a signage issue.

7. Revenue and Commission Reports: Revenue and commission reports shall be provided by the Contractor to the Commonwealth agencies as specified by the Office of Administration each month. As a minimum, the reports shall include the following:

a. Telephone Generated Revenues:

- (1). Monthly gross revenue generated by each telephone by sent-paid and non-sent-paid categories.
- (2). Monthly gross revenue generated by each telephone by sent-paid and non-sent-paid categories, summarized by location.
- (3). Monthly gross revenue generated by each telephone by sent-paid and non-sent-paid categories, summarized by using agency.

b. Telephone Generated Commissions:

- (1). Monthly gross revenue generated by each telephone by revenue category, i.e., local, IntraLata, and InterLata, with accompanying commissions calculated by telephone.
- (2). Monthly gross revenue generated by each telephone by revenue category, i.e., local, IntraLata, and InterLata, with accompanying commissions calculated by telephone and summarized by location.
- (3). Monthly gross revenue generated by each telephone by revenue category, i.e., local, IntraLata, and InterLata, with accompanying

commissions calculated by telephone and summarized by using agency.

- c. Custom Reports: The Contractor shall agree to develop additional reports as may be reasonably required by the Commonwealth and to provide the Commonwealth with such reports at a frequency to be mutually agreeable to both parties.
- d. Monthly Inventory and Summary: A monthly report summarizing the statistics for stations in each using agency shall be supplied to the Office of Administration within 30 calendar days after the end of the month. The report will be similar to the reports in Attachment 2 Public Telephone Inventory.
- e. Monthly Detailed Financial Reports: A complete set of the detailed reports shall be supplied to the Office of Administration monthly commencing on a mutually agreeable date about four (4) months after the effective date of the contract. The reports will be similar to the report in Attachment 9, which is mailed to the agencies monthly and emailed to the Office of Administration monthly. In addition, Attachment 10 Summary Revenue and Commissions, this is only sent to the Office of Administration.
- f. Weekly Conference Calls and Reporting: The project manager and its staff shall be responsible to schedule weekly conference calls, throughout the life of the contract, to include a teleconference bridge for all parties to dial into. The bridge may be a non-toll free telephone number for the Office of Administration to dial into. During the weekly conference calls the project manager or staff shall be responsible to report all actions/issues, review the weekly maintenance trouble ticket report and to be followed in an electronic formatted email with current issues discussed and closed issues on same report.
- g. Weekly Maintenance Trouble Ticket Report: The project manager and its staff shall be responsible to email weekly maintenance trouble ticket report to the Office of Administration. Minimum elements of the trouble ticket report on a spreadsheet with ticket number, facility name, date and time received trouble, status, statement of the problem, solution, entry detail text of the problem, closed date and time or status, miscellaneous information, etc.
- h. Route Cause Analysis Log: The project manager and its staff shall be responsible to report through telephone and emails to the Office of Administration when major incidents/outages occur. The route call analysis spreadsheet will have the following minimum elements; date,

time, service area effective, facility name, service impact (time), root cause (problem), action items, and status, etc.

- i. Bi-Monthly Management Meetings: Bi-monthly executive staff meeting shall be scheduled and held in the Harrisburg area. The project manager shall provide the agenda prior to the meeting and have staff and subcontractor(s) at the meeting when appropriate for the current discussions.
- j. End User Forum Meetings: The project manager and staff shall be responsible for scheduling the User Group Forum that will be held yearly if required by the Office of Administration. The forums are held in the Harrisburg, Pennsylvania area. The end user forums are presentations to the agencies Telecommunications Management Officers (TMO) who are located in the Harrisburg area. The Contractor will provide the forum agenda, lecturer staff, training materials, demonstration, presentation, etc. The Contractor shall not be responsible for reimbursing the Commonwealth for the travel expenses of the representatives of the Commonwealth to attend the end user forum meeting.

8. Coin Collection and Related Activities:

- a. Description of Activities: The Contractor shall describe in detail how the following activities are accomplished:
  - (1). The collecting, recording and maintaining of records on the amount of coins collected by station.
  - (2). The updating of the database for commission purposes.
  - (3). The establishment of the collection intervals on a station-by-station basis.
  - (4). The assurance that there is proper accounting of originated revenues generated and that accurate commissions are paid.
- b. Refunds and Complaints: The Contractor shall describe how refunds and customer complaints are handled.
- c. Trouble Detection and Repairs: The Contractor shall describe in detail the trouble detection and repair procedures. It is expected that the detail shall include measurement guidelines such as time objectives for correction of out-service conditions.

- d. Full Coin-Box Condition: The Contractor shall describe the method to be used to detect full coin-in-box conditions.
  - e. Station Inspection and Cleaning:  
The Contractor shall describe the plan for periodic coin station inspection, station/booth cleaning, and calling instruction/directory replacement.
9. Enclosures and Pedestals:
- a. General Requirements: All existing coin operated stations and/or card operated stations must be replaced on a one-for-one basis. Refer to Paragraph 1.5-A.1, Attachment 1 Payphones and Enclosures and Attachment 2 Public Payphone Station Inventory. The placement of coin/card telephone stations, enclosures, booths and associated equipment shall, at a minimum, meet existing standards and comply with the Americans With Disabilities Act requirements.
  - b. Enclosures and Pedestals: The Contractor shall offer a variety of enclosure and pedestal types to provide the Commonwealth maximum options. In select locations (e.g. highways and other high traffic areas), enclosures shall provide noise suppression. The following enclosure types shall be offered as a minimum: drive-up, wall, pedestal, booth, flush mount. The Contractor is encouraged to offer a variety of these types, plus additional types.
  - c. Existing Enclosures: The selected Contractor must install new enclosures or refurbished as new those conform to, or are an approved equal to, those listed in Attachment 1 Payphones and Enclosure in Place.
10. Compliance With Americans With Disabilities Act (ADA): The awarded Contractor shall ascertain that all coin/card station installations comply with the ADA, e.g., height of coin slot, accessibility by wheel chair etc. If in-place stations are retained, locations not in compliance must be brought into compliance. In addition, in multiple station locations, if a TTY (text telephone) is required by law, the Contractor shall install an Ultratec Pay Phone TDD M240, M120, OR APPROVED EQUAL, at no cost to the Commonwealth. Attachment 7 references which TTYs are owned by the Commonwealth and which are owned by Verizon.
11. Environmental Considerations:
- a. Complete Description: The Contractor shall include in its proposal a complete description of any special environmental considerations, which may be required to ensure proper operation. The responsibility for the cost of changes/additions required or recommended shall be subject to contract negotiations.

- b. Surge/Lightning Protection: Contractors shall provide and install at no cost to the Commonwealth adequate surge and lightning protection equipment on all lines used as a result of this RFP.