

Callers can report Service Trouble with the phone unit by dialing 211 from any phone. The phone will route callers to an automated service available 24x7x365. Caller information is electronically recorded and forwarded to a service technician. In addition to the Automated Trouble reporting, the Commonwealth will be provided with a Toll Free Service for trouble reporting.

- d. Full Coin-Box Condition: The Contractor shall describe the method to be used to detect full coin-in-box conditions.

MCI Response: MCI has read, understands and submits that MCI will be able to detect full coin-in-box conditions through regularly scheduled polling of the phone through the ExpressNet system. The installed smart phone all have the capability to call the ExpressNet system outside of the regularly scheduled polling time, when the coin-box is getting close to full and when it is completely full.

- e. Station Inspection and Cleaning: The Contractor shall describe the plan for periodic coin station inspection, station/booth cleaning, and calling instruction/directory replacement:

MCI Response: MCI will perform the following testing procedures upon each coin collection or trouble ticket phone visit.

VISUAL INSPECTION

1. Inspect handset for damage, insure that the armored cable is not pinched and is properly secured to the phone.
2. Look for bare wires on the handset. While listening to dial tone, move the cable at the phone base and at the handset, and check for dial tone interruptions and/or static. Replace handset if dial tone interruptions and/or static are detected.
3. Ensure that the coin return lever functions and the handset cradle is secure.
4. Make sure the pedestal, enclosure, phone line and conduit is secure and not loose. Report any loose equipment to your dispatcher or supervisor.
5. Verify that the phone book and directory holder are in good condition. If not call for replacement.

6.
PHONE TESTING:

1. Go off-hook and verify dial tone.
2. Dial a long distance IntraLATA 1 plus number. Wait for the processor voice and verify proper rates.
3. Insert a nickel, dime and quarter. Make sure the rate decrements 40 cents.
4. Hang up and verify that the coin mechanism returns all coins Dial "0". Make sure you receive a bong tone from the carrier indicated on the lower Dial Instruction Card. At this time, verify that the handset is not muted and you have sidetone. Also, depress all keys, individually and make sure there is solid DTMF for each key and the buttons move freely.
5. Last, enter the collection code and make sure the modem answers.

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.

MCI Response: MCI has read, understands and will comply with ADA requirements. Phones will be replaced based upon the Commonwealth's acceptance of MCI's Cost Proposal provided as part of this RFP response.

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.

MCI Response: MCI has read, understands and will comply.

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.

MCI Response: MCI has read, understands and will comply.

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.

MCI Response: MCI has read, understands and will comply.

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.

MCI Response: MCI has read, understands and submits that there are no special environmental considerations that the Commonwealth will need to be concerned with.

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.

MCI Response: MCI has read, understands and will comply.

1.5-B. Common Requirements: System A:

1. Call Rate Affordability: The public coin/card telephones will be predominantly utilized by the citizens of, and visitors to, the Commonwealth. Therefore, it is essential that the services be provided at reasonable and customary rates and charges.

MCI Response:

MCI has read, understands and has responded accordingly below to each pricing requirement. Additionally, rates have been provided in MCI's Cost Proposal for Section 1 attached to this RFP response.

A. Reference Attachment 4-A & 4-B for the Verizon current rates. Contractor shall guarantee rates with submission of its proposal for public coin/card telephones on Attachment 13-A will be the maximum charged during the term of the contract and extensions of it.

MCI Response: MCI has read, understands and will comply.

With regards to the Independent Local Exchange Company areas, the Contractor is willing to honor any effective LEC tariffs in those areas or use other rates. The Commonwealth may choose. Rates for Discount Calling provided for Operator Services via a Toll Free Number (not 0+/0-/00-) and International Coin Calls are discounted from AT&T rates (see section 1.5-A.2. Other Features above) and are not tied to LEC tariffed rates.

b. Contractor shall provide information on the long distance carrier it has chosen to provide the entire public coin/card phones.

MCI Response: MCI has read, understands and submits that the long distance carrier for all coin/card phones will be MCI's proposed subcontractor Network PTS. Network PTS is the current Long Distance Carrier for 150,000+ Public Payphones in the United States.

c. The public coin rates in Pennsylvania vary because the State is served by both Independent Telephone Companies and Verizon. The local coin rate is non-regulated and presently \$0.50 per call. The Intralata toll rates are found in Attachment 4-A & 4-B for those areas served by an Independent Telephone Company; and tariffed with the PUC for those areas in Verizon territory. By responding to this RFP, Contractors agrees to the rates submitted on Attachment 13-A.

MCI Response: MCI has read, understands and will comply with the Rates listed in Attachment 4-A and 4-B. Additionally MCI will offer rates for Discount Calling for Operator Services via a Toll Free Number (not 0+/0-/00-) and International Coin Calls will be discounted from AT&T rates (see section 1.5-A.2. Other Features above) and are not tied to LEC tariffed rates.

d. The Commonwealth shall verify compliance with the above specifications at the time of installation and periodically during the term of the contract.

MCI Response: MCI has read, understands and will comply.

e. If there are questions relative to matters handled by the Pennsylvania Public Utility Commission, Mr. Terrence J. Buda, Assistant Counsel, Law Bureau, PUC, may be contacted at (717) 787-5755. He will answer any questions and provide written rules and regulations as needed.

MCI Response: MCI has read, understands and will comply.

2. Moves, Changes, Additions, and Deletions: Each using agency participating under this contract may initiate moves, changes, additions, and/or deletions of components of System A. A move is the relocation of existing equipment and its associated wiring/cabling. Each using agency Telecommunications Management Officer (TMO) shall work with the selected Contractor to establish public telephone locations and the number of stations required at each. These moves, changes, additions and/or deletions shall be accomplished at no cost to the Commonwealth or the initiating using agency. The Contractor will be given a minimum of ten (10) working days notice to complete the service order submitted by the using agency. The service order will be sent electronically to the Contractor by the using agency.

MCI Response: MCI has read, understands and will support the requested Adds, Moves and Changes procedures.

3. Installation, Transition and Implementation: Upon award of a contract, the Commonwealth and the Contractor will make any required adjustments to the Contractor's installation, transition and implementation schedule. The Contractor must be ready and able to fully perform the required services included in the contract. The Contractor must adhere to time and deadline requirements. If Contractor foresees any potential timing problem or has knowledge of any factor which may impact timing or delivery and transition or installation date of items to be installed, or service staff to be in place, or for other required services, Contractor shall include such information in the proposal.

MCI Response: MCI has read, understands and will comply.

MCI has provided in Attachment 3 directly following response to this TAB 6 MCI's proposed implementation schedule.

4. Schedule of Implementation: Contractor shall submit a complete and detailed schedule of the time required for installation steps, utility coordination, training, cutover, testing and acceptance. The schedule shall include staff charts, date, and any cutover aspects. Note that public coin/card payphone has a higher installation priority than others. The system A shall be installed in a manner and within a time frame designed to minimize disruption of the normal functions of the Commonwealth agencies.

MCI Response: MCI has read, understands and has provided within Attachment 3 directly following this TAB 6 details regarding MCI's proposed implementation plan and schedule.

Attachment 3 – Section 1

Coin/Card Public Telephone Installation and Cutover Schedule

The coin/card public telephone service technical requirements are listed in Section 1.5-A of this RFP. These requirements are to be considered minimum and must be included in any proposal, regardless of what other services the Contractor includes in its proposal. All coin/card public telephone service shall be installed using a procedure such that there shall be no interruption of the existing coin/card telephone service. The Contractor will use the coin/card inventory from Attachment 2 to develop its installation schedule, which will be used to evaluate the Contractor's cutover schedule and plan. Each responding Contractor must submit a detailed cutover schedule with its proposal, including time frames for the various stages of installation, including tests, acceptance by the Commonwealth including ending time of the project.

MCI Response: As stated throughout MCI's response, MCI has proposed to utilize PTS as MCI's subcontractor to provide the requested Coin/Card Payphone Services. PTS is a current provider of the services in the Commonwealth with an installed base of 289 phone units. Many of these phones, depending on the using Agencies acceptance of MCI's Cost Proposal, will remain in place and will require no cutover over.

With regard to the phones currently provided by Verizon, as MCI has stated throughout its Section 1 Tab 6 response, MCI has proposed a ten (10) week cut over schedule that is dependent upon on the support of Verizon and completion of Task Schedule listed below.

Task 1:

Upon contract award, MCI will meet with each using agency to discuss MCI's Cost Proposal. The Agencies will determine what phones are to remain installed. This process is expected to take 10 working days.

Task 2:

Upon completion of Agency discussions, MCI will develop a detailed cut over schedule for each of the phones that had been agreed to remain active. This schedule will be presented to the Commonwealth for review and approval and is expected to take five (5) working days.

Task 3:

Upon approval of the implementation schedule by the Commonwealth, MCI will ship all phone units to the staging areas for implementation and will coordinate line cutovers with Verizon. This process will take approximately ten (10) working days. MCI will work with Verizon to schedule simultaneous cutovers to insure for minimum service interruptions.



Task 4:

MCI will begin implementation of the phone units. MCI has proposed that 30 phone units will be installed on a daily basis Monday through Thursday until all phones have been installed. The expected completion time is five (5) weeks. The Commonwealth will be provided with daily updates as to the completion of phones and successful testing.

MCI is confident that the above schedule will meet each of the requirements of the Commonwealth and the using Agencies



Attachment 5 – Section 1 Installed Equipment Form

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.

<u>Date Installed Customer Stations</u>	<u>Contact & Telephone #</u>	<u>Number of Coin/Card</u>
1. July – September, 1993	State of California Attn: Chris Torn-Albertson 916-657-9931 Note – Subcontracted through MCI	3,000
2. July – August, 2002	Publix Supermarkets Attn: Penny Yeager 863-688-7407 X32817 Note – Subcontracted through Verizon	602
3. Multiple batches installed starting October, 2002	7-Eleven Convenience Stores Attn: John Dyer 214-828-7856 Note – Subcontracted through Verizon	1,648
4. October, 2003	Winn-Dixie Supermarkets c/o DL Marsha & Associates Attn: Jo Marshall 904-259-9672 Note – Subcontracted through Verizon	688
5. November, 2003	Cracker Barrel Restaurants Attn: Melissa Cox 615-847-4721 Note – Subcontracted through Verizon	363
6. January – March, 2004	Speedway Gasoline & Convenience Stores Attn: Ed Cornish 937-864-3000 x7653 Note – Subcontracted through Verizon	701

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.

1. Training General: The selected Contractor shall be required to provide sufficient training to adequately orient selected Commonwealth employees on the proper use of System A as identified in the RFP.

System A: For System A, all training shall be accomplished at a location in Harrisburg to be identified at a later date. The Contractor must be able to provide to all Commonwealth agencies Telecommunications Management Officers (TMO) information regarding the types of equipment and service available under the contract. Training shall also encompass methods by which these TMO's can assess their environments and develop a plan for placement of coin/card telephones that maximizes usage, services, commissions, and addresses special using agency needs. Approximately fifty (50) TMO's would attend the training.

MCI Response: MCI has read, understands, and will comply with the above requirement.

MCI's Program Manager and a representative from MCI's subcontractor, PTS, who is knowledgeable on all aspects of public payphone service, placement, and usage maximization, will provide the Commonwealth's TMO's training on these aspects relating to public payphones. MCI understand that there will be approximately 50 TMO's attending the training session.

2. Training Description:

Complete Detailed Description: The Contractor shall include in its proposal a complete and detailed description of the training to be provided for System A. The description shall include such details as who should be trained, the length and frequency of the training sessions, recommended class size, audio-visual aids to be employed, written material to be provided and any other information the Contractor deems pertinent to each system.

MCI Response: MCI has read, understands, and provides the following information relating to the training that will be provided to the TMO's.

MCI and PTS together will provide the necessary training for the public payphone services. We believe that the Commonwealth's TMO's are the only group that would require the training that will be provided, and anticipate the training to last one (1) day. MCI will work with the Commonwealth prior to the first training session to identify training aids and handouts that would benefit the TMO's. However, the specific training

areas for the TMO training include all of the following:

- An inventory of current locations
- Types of Public Phone equipment currently deployed
- Types of Public Phone equipment available for new installations
- Different types of calls
- How to place a call
- How coins are handled (collection and counting)
- Repairs
- Smart Phone Technology
- System Data
- Report Availability
- Reporting Trouble
- Requesting Installation, Move and Removal

a. Follow-Up Training: The Contractor shall also include a description of and, the number of follow up training sessions, which shall be given.

MCI Response: MCI has read, understands, and provides the following information.

Follow-up training will be made available to the Commonwealth and participating agencies every twelve (12) months to train new employees and provide refresher training to existing employees. If desired by the Commonwealth, MCI will provide train-the-trainer training to Commonwealth employees.

3. Trainer: The Contractor shall include the name and title of the person who shall have the overall responsibility for training. The Contractor shall also include the number of years training experience the person(s) have who shall do the actual training and the number of sessions previously held by each in doing training on the proposed System A.

MCI Response: MCI has read, understands, and provides the following information.

Overall organization and coordination will be accomplished by the MCI Program Manager. However, PTS will provide the actual trainer. Mr. Tony Zumbo, General

Manager of Operations for PTS will provide the actual training. Mr. Zumbo has been managing public payphone operations for over eighteen (18) years. During this time period, Mr. Zumbo has provided individual training and group training on public payphones and operations – numbers to big to count.

4. Training Material: Written material/pamphlet, or video utilized in the training programs, all ongoing and new training programs, Contractor shall allow the Commonwealth to make free use of any material provided.

MCI Response: MCI has read, understands, and will comply.

5. End User Forum Meetings: The Contractor's project manager and its staff shall be responsible for scheduling the User Group Forum that will be held yearly if required. The forums are held in Harrisburg, Pennsylvania. The end user forums are presentations to the Telecommunication Management Officers (TMO). The Contractor will provide the forum agenda, lecturer staff, training materials, demonstration, presentation, etc. The Contractor shall not be responsible for the travel expenses for the TMOs.

MCI Response: MCI has read, understands, and will comply.

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.

1.5-D. Maintenance Requirements:

1. General Provisions:

a. Requirement: The selected Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all proposed coin/card telephones, enclosures in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. This includes responsibility for damages to coin/card public telephones.

MCI Response: MCI has read, understands, and will comply with the above requirement.

b. No Charge to the Commonwealth: No charge may be made to the Commonwealth or its using agencies for maintenance on System A.

MCI Response: MCI has read, understands and submits that all costs associated with MCI's proposal to provide the coin/card payphone service has been provided in MCI's Cost Proposal.

2. Certification: The Contractor shall certify that all equipment, enclosures and software included shall be in good working order at test and acceptance, and that the Contractor shall repair or replace malfunctioning equipment, enclosures and software and return them to good working order in accordance with the requirements of this RFP.

MCI Response: MCI has read, understands, and will comply with the above requirement with the understanding that the frequency for preventative maintenance and remedial maintenance repair times are in accordance with MCI's proposed timeframes.

3. Maintenance Plan, Center Location and Personnel Profile:

a. Maintenance Centers: Contractors shall submit a listing showing information on the locations from which maintenance personnel shall be dispatched to service System A. This information shall include, but not be limited to, the Contractor's utilization of these locations to insure that all requirements of this RFP are met. The Contractor shall explain, in detail, how it shall accomplish this. The Contractor shall submit a detailed plan explaining the geographic locations of the centers, the system and procedures for the integration of maintenance at these centers, the types of parts and equipment being maintained at these centers, and the ease with which the using agency can request maintenance service.

MCI Response: MCI has read, understands, and provides the following information relating to the requirement above.

MCI's subcontractor, PTS, will be utilizing several contractors to provide coin collection and maintenance in support of this contract. The location of these facilities is mostly either within the Commonwealth, or close to the Commonwealth due to travel and efficiency purposes. Below is a list of all locations providing public payphone services in accordance with our proposal:

- Philadelphia, PA 19127
- New Castle, PA 16101
- Elkridge, MD 21075
- Cranbury, NJ 08512
- Cleveland, OH 44056
- Coordination of these facilities will be via the MCI Program Manager and the PTS General Manager overseeing public payphone services for the Commonwealth.

b. Personnel Profile: The proposal shall also list the names of the maintenance personnel at each location and their experience working with the equipment proposed for System A. Attachment 11 provides the content and format required. It is expected that the Contractor shall only provide the names and experience of maintenance personnel who have been fully trained and qualified on the equipment and software proposed and/or certified by the equipment manufacturer if such certification is required by the manufacturer.

MCI Response: MCI has read, understands, and provides the required personnel information in Attachment 11 directly following MCI this TAB 8 response.

4. Standards For Repair: The Contractor(s) for the coin/card telephones shall adhere to the following minimum standards for repair:

a. The Contractor shall have sufficient repair personnel to be able to simultaneously respond to multiple repair events on coin/card telephone stations located throughout Pennsylvania. Refer to Attachment 2 for locations.

MCI Response: MCI has read, understands, and will have adequate personnel available to meet this requirement.

b. The Contractor shall provide a free-of-charge repair service number manned by a live, trained attendant(s) to receive trouble reports 24-hours a day, seven days a week, 365 days a year. Extended periods of being placed on hold will not be tolerated. Explain in detail the procedure for services provided.

MCI Response: MCI has read, understands, and provides the following information relating to this requirement.

MCI's subcontractor, PTS, will provide a free-of-charge calls via 211 from the phones to an IVR service that processes refund request reports of service troubles. This 211 service is available 24-hours a day, seven days a week, 365 days a year and always answers immediately. Caller may also call directly using the Toll Free number which is posted on each payphones dial instruction card. If callers use this Toll Free number it will be answered by a service representative within a reasonable number of rings, during normal business hours.

c. Out-of-hours and weekend repair service for stations below shall be limited to essential repairs only, as determined by the Commonwealth. However, the Contractor shall respond to these repairs when required. The Contractor shall inform the Commonwealth as soon as possible of any occurrence of an unusual nature that may result in prolonged or serious service interruption. This notification shall go to the using agency in the case of coin/card stations. The Contractor shall perform any work requiring prolonged or serious service interruption at a time, which shall cause minimum disruption to the users in agreement with the designated using agency and at a time mutually agreed upon. Essential repairs are repairs needed to provide safety and security.

MCI Response: MCI has read, understands, and will comply with the above requirement.

d. It is expected that Contractors shall address their maintenance/repair objectives or measurement standards in the responses to this RFP. Contractors shall provide their expected mean-time-to-respond and meantime-to-repair for each of the major system A. The Contractor shall be held to maintaining these standards as well as the standards noted in paragraph 5, Maintenance Liquidated Damages.

MCI Response: MCI has read, understands, and will meet the following repair times.

- Mean-time-to-respond will meet or exceed 14 business hours.
- Mean-time-to-repair will meet or exceed 15 business hours.
- Ninety percent (90%) of all Service Tickets will be cleared within 16 business hours.

MCI will negotiate the applicability of any liquidated damages prior to actual contract award.

e. The coin telephones shall be scheduled for collection so as to prevent full boxes.

MCI Response: MCI has read, understands, and will comply with the above requirement; however full boxes may occur during the term of this contract.

f. Any coin telephone shall be collected within four (4) hours if a full box condition threatens to place the station out of-service regardless of the day of the week or the time of day.

MCI Response: MCI has read, understands, and will utilize all reasonable efforts to assure that any coin telephone will be collected within four (4) hours of a full coin box.

g. All coin box collectors and repair personnel shall be bonded.

MCI Response: MCI has read, understands, and will comply with the above requirement.

- h. Each coin/card telephone shall be remotely tested each day to determine if it is functioning normally.

MCI Response: MCI has read, understands, and will comply with this requirement for all installed smart phones.

The Contractor shall be responsible for ensuring that all coin/card telephone booths, and enclosures are cleaned and sanitized periodically. Each Contractor shall include a cleaning schedule as part of the proposal.

MCI Response: MCI has read, understands, and will clean and sanitize each phone, enclosure and booth upon every visit to the location.

- i. The Contractor shall remove as part of the cleaning noted above, all graffiti, stickers, posters, litter, dust and dirt from within each coin/card station enclosure and/or booth, and from a three (3) foot radius surrounding the terminal, exclusive of private property.

MCI Response: MCI has read, understands, and will comply with the above requirement.

5. Maintenance Liquidated Damages:

a. Minor Emergency.

1. The Contractor shall respond, between 8 AM and 5 PM, Monday through Friday, to a minor malfunction of the equipment and cabling within eight (8) working hours after notification between the hours of 8 AM and 5 PM. However, stations at the PennDot Welcome Centers and Roadside Rests shall be repaired within eight (8) working hours after notification 24-hours a day, seven days a week, 365 days a year, reference Attachment 7 for locations. If the Contractor fails to respond within eight (8) working hours, the Contractor agrees to pay to the Commonwealth \$150.00 as an initial liquidated damage, and \$15.00 for each and every hour of delay after the first eight (8) working hours. All repairs or replacements shall be completed within twenty-four (24) working hours following response to notification of a minor emergency malfunction, and the Contractor must exhibit a best efforts approach to the completion of the repairs or replacement during the first twenty-four (24) working hours following response to notification. If the Contractor fails to exhibit best efforts, as determined by the using agency, with the concurrence of the Commonwealth, to complete the repairs or replacement within twenty-four (24) working hours following initial response, the Contractor agrees to pay the

Commonwealth as liquidated damages the sum of \$150.00 for each and every calendar day of delay.

MCI Response: MCI has read, understands, and respectfully submits that 90% of all repairs will be completed within 16 business hours of notification of a Service Trouble. MCI's current cost proposal to the Commonwealth does not contemplate the payment of any liquidated damages. However, if the Commonwealth would like to have liquidated damages for any aspect of work to be performed under the public payphone program, MCI will negotiate such liquidated damages and an associated new cost proposal.

2. For the purpose of this proposal, a minor emergency shall be defined as, the failure of a stand-alone coin/card station or the failure of up to 49% of those in a bank of stations.

MCI Response: MCI has read, understands and agrees.

b. Major Emergency

1. The Contractor shall respond by arriving at the site on a 24-hour per day basis, 7 days per week, 365 days of the year, to a major failure of a stand-alone coin/card station or the failure of up to 50% of those in a bank of stations within three (3) hours after notification. If the Contractor fails to respond by arriving at the site within three (3) hours, the Contractor agrees to pay to the Commonwealth \$250.00 as initial liquidated damages and \$15.00 for each and every hour of delay after the first three (3) hours. All repairs or replacements shall be started within the first contiguous twenty-four (24) hours following response to notification of a major system failure, and the Contractor must exhibit a best efforts approach to completion of the repairs or replacement during the first contiguous twenty-four (24) hours following response to the notification. If the Contractor fails to exhibit best efforts, as determined by the using agency, with the concurrence of the Office of Administration, to complete the repairs or replacement within twenty-four (24) hours following initial response, the Contractor agrees to pay the Commonwealth as liquidated damages the sum of \$250.00 for each and every calendar day of delay.

MCI Response: MCI has read, understands, and respectfully submits that 90% of all repairs will be completed within 16 business hours of notification of a Service Trouble. MCI's current cost proposal to the Commonwealth does not contemplate the payment of any liquidated damages. However, if the Commonwealth would like to have liquidated damages for any aspect of work to be performed under the public payphone program, MCI will negotiate such liquidated damages and an associated new cost proposal.

2. For the purpose of this RFP, a major emergency shall be defined as the failure of over 50% or the entire bank of coin/card stations such as at a Welcome Center or a Roadside Rest.

MCI Response: MCI has read, understands and agrees.

- c. Assessment of Liquidated Damages: Liquidated damage charges specified in the preceding paragraphs shall not be assessed where performance of the Contractor's obligations are prevented or delayed by an act of God, freight embargoes, strikes, fire, or acts of government, provided the successful Contractor notifies the using agency of such circumstances and the using agency, with concurrence of the Office of Administration, reasonably determines that the failure to perform within the specified time was beyond the control and without the fault or negligence of the Contractor.

MCI Response: MCI has read, understands, and submits that MCI's current cost proposal to the Commonwealth does not contemplate the payment of any liquidated damages. However, if the Commonwealth would like to have liquidated damages for any aspect of work to be performed under the public payphone program, MCI will negotiate such liquidated damages and an associated new cost proposal.

- d. Maintenance Liquidated Damage Major and Minor Monthly Report: Contractor shall furnish a cumulative monthly management report, which will be emailed to the Office of Administration. The Contractor shall provide report design in response for System A. The report shall be associated with its dispatch center(s) logging, tracking, and updating Commonwealth service calls as proposed in the RFP. The Contractor shall also manage the Commonwealth maintenance liquidated damages in the same cumulative monthly report.

MCI Response: MCI has read, understands, and submits that MCI's current cost proposal to the Commonwealth does not contemplate the payment of any liquidated damages; and therefore this report is not necessary. However, if the Commonwealth would like to have liquidated damages for any aspect of work to be performed under the public payphone program, MCI will negotiate such liquidated damages and an associated new cost proposal; and will submit such a report as stated above.

6. Preventive Maintenance:

a. Contractor Responsibilities: The Contractor shall be responsible for preventive maintenance as may be required by the equipment manufacturer and as necessary to maintain the mean-time-to-fail criteria.

MCI Response: MCI has read, understands, and will comply with the above requirement.

b. Develop Maintenance Logs: The Contractor shall develop a log for coin/card station inspections, and for maintenance work performed on all stations. The log is to be submitted to the Office of Administration monthly. A sample log must be submitted with the proposal.

MCI Response: MCI has read, understands, and will comply with the above requirement.

MCI's subcontractor, PTS, will make available to the Commonwealth all such information via secure access through the World Wide Web. Any information housed in the database can be presented to the Commonwealth per the Commonwealth's specifications (format, filtering, sorting, etc.). These reports can also be printed, exported to Excel or exported as a .pdf file. If it is the Commonwealth's preference that a monthly report be submitted, the Contractor can arrange to submit a hardcopy and/or have the Contractor's system automatically deliver reports to the Commonwealth via e-mail. Based on the specifications of this section, we have provided one possibility that addresses just this information. For Service Tickets, Ticket Opened (Date/Time) could be added, Ticket Closed (Date/Time) could be added and duration (Total Hours and/or Business Hours) could be provided. The Contractor could also add Address, Location Name, Report Name, Report Date, Distribution Instructions or anything else that would be helpful to the Commonwealth. Almost anything is possible with reporting, provided the source data is available.



Based strictly on what was asked for in this section, here is what the data might look like:

PHONE #	DATE/TIME	SERVICE PERFORMED
215-221-9519	4/2/06 4:37 PM	Collection
215-221-9760	4/2/06 4:48 PM	Collection
215-221-9767	4/2/06 4:41 PM	Collection
215-222-8821	4/2/06 10:37 AM	Collection
215-222-8821	4/11/06 11:01 AM	Cleared No Communication
215-357-9646	4/6/06 12:46 PM	Collection
215-362-9419	4/23/06 11:27 AM	Collection
215-473-9664	4/20/06 11:02 AM	Collection
215-536-9808	4/20/06 1:52 PM	Collection
215-536-9808	4/1/06 11:56 AM	Collection
215-536-9809	4/1/06 12:01 PM	Collection
215-646-9189	4/2/06 9:37 AM	Collection
215-646-9517	4/13/06 11:01 AM	Collection
215-646-9808	4/3/06 4:46 PM	Collection
215-646-9959	4/19/06 10:46 AM	Collection
215-646-9959	4/24/06 1:46 PM	Replaced Handset
215-788-8750	4/18/06 3:46 PM	Collection

The Commonwealth may also specify the headings, font, type size, field formatting, descriptions to be used for Service Performed, if they would like any grid elements and if they would like alternate shading to be able to read specific records more easily..

7. Maintenance Obligation: Maintenance shall include, but shall not be limited to, the provision of facilities, personnel, transportation, lodging, labor, parts, software, modifications and any other items/services relating to routine and preventive maintenance at no additional charge to the Commonwealth or using agencies. Contractors shall consider these items/services in their proposals.

MCI Response: MCI has read, understands, and will comply with the above requirement.

8. Maintenance Responsibility:

- a. All Suppliers Responsible Until Problems Identified: Malfunctions which cannot be immediately or unequivocally diagnosed and pinpointed to a certain item of equipment, software, or service shall require the participation of all service suppliers until responsibility for the problem has been unequivocally established.

MCI Response: MCI has read, understands, and will comply with the above requirement.

In no instance shall the failure to resolve the issue of responsibility relieve any of the service suppliers of the mutual obligation to restore system operability with the least impact on the availability of coin/card telephone service.

MCI Response: MCI has read, understands, and will comply with the above requirement.

- b. Successful Contractor is Point of Contact: As a part of maintenance responsibilities, the successful Contractor shall represent the using agency in contacts with the telephone service provider in order to identify and correct problems with telephone service.

MCI Response: MCI has read, understands, and will comply with the above requirement.

9. Performance Requirements and Reliability/Availability: The Commonwealth requires that the Contractors network meet or exceed all industry standards. On line performance requirements are at 99.999%. The Contractor must also meet certain performance standards such as Mean Time To Respond, Mean Time To Repair and Timely Installation as defined in the Commonwealth Performance Standards. Mean time to respond is located in 1.5-D Maintenance Requirements. Mean time to repair is located in 1.5-D 5 Maintenance Liquidated Damages, a. Minor Emergency, b. Major Emergency.

MCI Response: MCI has read, understands, and will use all reasonable efforts to meet performance uptime requirements, subject to LEC network outages. In addition and as stated above, MCI's current cost proposal to the Commonwealth does not contemplate the payment of any liquidated damages. However, if the Commonwealth would like to have liquidated damages for any aspect of work to be performed under the public payphone program, MCI will negotiate such liquidated damages and an associated new cost proposal.

10. Project Manager and Implementation Plan:

a. The Contractor shall appoint a project manager to oversee the total installation of service for the over all project. This project manager shall be responsible for all coordination with the existing Local and/or Interexchange Telephone Companies concerning installation and maintenance of all coin/card public telephones. However, the Contractor shall not order or place in service any type of equipment or facility, which would result in charges to the Commonwealth, without a written order from the Commonwealth.

MCI Response: MCI has read, understands, and will comply with the above requirement with the clarification that all costs associated with MCI's proposal to provide the coin/card payphone service has been provided in MCI's Cost Proposal.

b. The Contractor shall be solely responsible for the compatibility of the proposed service and equipment with any and all circuits and facilities as provided by the LEC and all other common carriers to meet the requirements of these specifications.

MCI Response: MCI has read, understands, and will comply with the above requirement.

c. It is imperative that the existing levels of service only be minimally interrupted or diminished in each facility. The Contractor shall develop a plan that shall ensure all services provided to this RFP. This plan shall be reviewed and approved by the OA prior to implementation of service.

MCI Response: MCI has read, understands, and will comply with the above requirement.

d. The Contractor shall provide a detailed time line schedule for all in service and/or change of service activity. Critical Patch/GANTT charts to end testing on all telephones.

MCI Response: MCI has read, understands, and will comply with the above requirement.

e. The coin/card public payphone conversion is requiring completion within six (6) months from the date of the contract award. If Contractor requires additional time include the reasons why and its time for completing the project.

MCI Response: MCI has read, understands, and will comply with this requirement with the clarification that MCI will not be responsible for delays caused by the Commonwealth's existing public payphone provider. Such delays will add to the timeframe above on a day-for-day basis.

11. New Technology:

a. After the contract award, additions and/or substitutions shall be allowed provided:

It is approved in writing by the Director, Bureau of Infrastructure & Operations, Office of Administration.

Product/service meets or exceeds performance of the original; and

Product/service is compatible with the original.

Contractors must cooperate with the Commonwealth if the Commonwealth desires to introduce third party technology.

MCI Response: MCI has read, understands, and will comply with the above requirement.

b. If new service, having the same functional purpose of the service under the contract, is developed and comes into standard production after or during the contract award, that service shall be considered for addition and/or replacement for the service under contract. The Contractor must make a written request to Director, Bureau of Infrastructure and Operations, Office of Administration, for new service to be added to the contract. Such written request must include the specifications for the new service, evidencing that the new service serves the same functional purpose and in a close association to the service under contract. The Contractor shall be responsible for reimbursing the Commonwealth for the travel expenses of the representatives of the Commonwealth to attend the demonstration(s).

MCI Response: MCI has read, understands, and will comply with the above requirement.

All proposed additions or replacements are subject to a review and written acceptance the Director, Office of Administration, Bureau of Infrastructure and Operations.

MCI Response: MCI has read, understands, and will comply with the above requirement.

12. Disaster Recovery Plan: The Contractor shall have an alternative detailed plan for resolution of service during a major outage.

MCI Response: MCI has read, understands, and will comply with the above requirement.

13. Minimum Contractor Background Checks Policy: The Contractor shall comply with the Governor's Office of Administration, Office for Information Technology Bulletin (ITB) minimum Contractor background checks policy; refer to the policy in Attachment 12.

MCI Response: MCI has read, understands, and will comply with the above requirement.

14. Storage and Security: Materials, tools, components, and equipment may be stored at the sites only with the permission of the using agencies and at the Contractor's sole risk. The Contractor shall, at all times, maintain adequate protection of all its work against damage or loss and shall protect the Commonwealth's property at the sites against damage or loss arising in connection with the performance of the contract. The Contractor shall protect adjacent property as provided by law and shall provide and maintain all passageways, fences, lights, guards, and other facilities as required by public authority or local conditions. In the event that portable equipment or supplies are located in any room or space at the time the Contractor makes its site visitation, it shall be the Contractor's responsibility to protect all such equipment and supplies while performing under this contract. Should such equipment or supplies interfere with the performance of this contract, it shall be the Contractor's responsibility to remove, store, and protect such equipment or supplies until the work is completed and then replace the same where found or as directed by the using agency.

MCI Response: MCI has read, understands, and will comply with the above requirement.