



15. Site Clean Up: The Contractor shall clean up and remove all debris and packaging material resulting from his work as required by the using agency. Upon completion of the installation, the premises shall be left in order and ready for immediate use.

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



Attachment 11 – Section 1 Maintenance Center Information – System A

- A. Maintenance office location:
Cranbury, NJ 08512
Telephone Number: 800-232-9274
- B. Hours of Operation:
8:00 am – 4:30 pm
- C. Person in Charge:
Tony Perez x353
- D. Number of Maintenance Personnel at this location: **32**
- E. Number trained on maintenance of coin/card stations: **3**
- F. Number of coin/card stations maintained from this locations: **800**
- G. Distance from maintenance center to the locations where coin/card stations is to be maintained (miles):
Up to 100 miles from Maintenance Center. Remote employees are much closer to the phones they maintain.
- H. Employee's titles and experience: (list all personnel by system who shall service the phones:
- | | | | |
|-----------------------|-----------------------|-----------------|----------------------|
| Ivonne Alvarez | Service Tech 1 | 12 years | Bushkill, PA |
| Robert Bowie | Service Tech 1 | 6 years | Sydney, NY |
| Steven Daniels | Service Tech 1 | 4 years | Mt Laurel, NJ |



- A. Maintenance office location:
Elkridge, MD 21075
Telephone Number: 800-229-7837
- B. Hours of Operation:
8:00 am – 4:30 pm
- C. Person in Charge:
Jack Cahill x377
- D. Number of Maintenance Personnel at this location: **58**
- E. Number trained on maintenance of coin/card stations:
7 – Only 3 service PA
- F. Number of coin/card stations maintained from this locations:
2,000 (for all 7 technicians, not just the 3 that service the PA)
- G. Distance from maintenance center to the locations where coin/card stations is to be maintained (miles):
Up to 100 miles from Maintenance Center. Remote employees are much closer to the phones they maintain.
- H. Employee's titles and experience: (list all personnel by system who shall service the phones:

David Chamberlin	Service Tech 1	7 years	York, PA
Kenneth Hite	Service Tech 1	13 years	Carroltown, PA
Dayne Simpson	Service Tech 1	8 years	Owings Mills, MD

- A. Maintenance office location: Macedonia, OH 44056
Telephone Number: 888-420-6700
- B. Hours of Operation: 8:00 am – 4:30 pm
- C. Person in Charge: Rodney Price x23
- D. Number of Maintenance Personnel at this location: 23
- E. Number trained on maintenance of coin/card stations: 6 – Only three (3) would service PA
- F. Number of coin/card stations maintained from this locations: 1,700 are serviced from the center by the 6 technicians, only 700 are serviced by the 3 technicians that work in PA.
- G. Distance from maintenance center to the locations where coin/card stations is to be maintained (miles): Up to 100 miles from Maintenance Center. Remote employees are much closer to the phones they maintain.
- H. Employee's titles and experience: (list all personnel by system who shall service the phones:

Steven Fabry	Service Tech 1	4 years	Poland, OH
Donald Packer	Service Tech 1	4 years	Swissvale, PA
Leviticus Patterson	Service Tech 1	New	Euclid, OH

- A. Maintenance office location: New Castle PA
Telephone Number: 724-657-1157
- B. Hours of Operation: 6am – 9pm
- C. Person in Charge: Joe Howe

- D. Number of Maintenance Personnel at this location: 4
Number trained on maintenance of coin/card stations: 4
- E. Number of coin/card stations maintained from this locations: 671
- F. Distance from maintenance center to the locations where coin/card stations is to be maintained: 125 mile radius
- Employee's titles and experience: (list all personnel by system who shall service the proposed systems:

Eric Chandler	Service Tech 1	12 years	Rochester, PA
Lyndon Wilhoit	Service Tech 2	12 years	New Castle, PA
Joe Satterlee	Service Tech 1	8 years	Volant, PA
Craig Whitehead	Service Tech 1	6 years	McKeesport, PA



- A. Maintenance office location: Philadelphia PA
Telephone Number: 215-928-9875
- B. Hours of Operation: 6am – 6pm
- C. Person in Charge: Michael Bright
- D. Number of Maintenance Personnel at this location: 11
Number trained on maintenance of coin/card stations: 11
- E. Number of coin/card stations maintained from this locations: 3,800
- F. Distance from maintenance center to the locations where coin/card stations is to be maintained: 150 mile radius
- G. Employee's titles and experience: (list all personnel by system who shall service the proposed systems:

Mike Keenan	Service Technician Aston, PA	15	years
Alex Weiss	Service Technician Harrisburg, PA	2	years
Bruce Young	Service Technician / Installer Harrisburg, PA	12	years
Donald Peirce	Service Technician Philadelphia, PA	17	Years
Mike Nazario	Service Technician / Installer Glen Mills, PA	12	years
Bill Fritsch	Service Technician Philadelphia, PA	10	Years
Nick Batiste	Collector / Technician Philadelphia, PA	9	Years
Miguel Torres	Collector / Technician Philadelphia, PA	6	Years
Gamaller Cruz	Service Technician Philadelphia, PA	4	years
Vincent Duck	Service Technician Philadelphia, PA	10	years
Eric McCoy	Service Technician Philadelphia, PA	1	year



- A. Maintenance office location:
San Leandro, CA 94577
Telephone Number: 888-420-6700
- B. Hours of Operation:
8:00 am – 5:00 pm
- C. Person in Charge:
Tony Zumbo
- D. Number of Maintenance Personnel at this location:
N/Applicable as these technicians will not be working on the Commonwealth of Pennsylvania Account
- E. Number trained on maintenance of coin/card stations:
N/Applicable as these technicians will not be working on the Commonwealth of Pennsylvania Account
- F. Number of coin/card stations maintained from this locations:
7,000 stations are partially maintained remotely with the ExpressNet system.
- G. Distance from maintenance center to the locations where coin/card stations is to be maintained (miles):
N/Applicable as these technicians will not be working on the Commonwealth of Pennsylvania Account
- H. Employee's titles and experience: (list all personnel by system who shall service the phones:
Peter Pacheco Data Manager – Operations 17 years experience

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.

MCI Response: MCI has read, understands and has complied in the pages to follow.

1.5-E. Financial:

1. Best Offer Commission Percentages:

a. A percentage of the **grossed billed revenue** from the telephone services requested by this RFP shall be offered in the form of commissions to the Commonwealth as a result of competitive bidding in response to this RFP.

MCI Response: MCI has read, understands and respectfully submits that per this RFP's requirement all costs to provide the services, commission paid and charges, if any, to the Commonwealth and/or agencies of the Commonwealth, have been provided in MCI's separately sealed Cost Proposal.

b. Contractors shall submit proposals based upon their best offer commission percentages.

MCI Response: MCI has read, understands and respectfully submits that per this RFP's requirement all costs to provide the services, commission paid and charges, if any, to the Commonwealth and/or agencies of the Commonwealth, have been provided in MCI's separately sealed Cost Proposal.

2. Commission Data Submission: Contractors shall provide the commission data in a separately sealed section of the proposal. Refer to Paragraph 1.2-3 Commission Section.

MCI Response: MCI has read, understands and has complied.



3. **Revenue Generation:** The commissions will not apply to calls resulting from using 800 to access live or automated operator services, i.e. 800-COLLECT, 800-CALL ATT, etc., nor to calls dialed to, and terminating on, toll free 800/888/877/etc numbers. The Commonwealth requires the Contractor to provide commission payments based upon a percentage of the gross billed revenue, less applicable state or federal taxes, generated at each public coin/card station. Gross revenue is defined as revenue for all billed calls without exception. The following shall be required of each Contractor:

MCI Response: MCI has read, understands and respectfully submits that per this RFP's requirement all costs to provide the services, commission paid and charges, if any, to the Commonwealth and/or agencies of the Commonwealth, have been provided in MCI's separately sealed Cost Proposal.

a. The following payment options and services shall be available to the public when placing calls from coin/card stations:

1. cash station-to-station (only local calls and intraLata)

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

2. collect station-to-station

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

3. billed to third number station-to-station (all LEC calling cards, but cannot process proprietary cards)

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

4. calling card station-to-station

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

5. time and charge quotations



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

6. cash person-to-person (local and intraLata only, no cash calls of any type on interLata or interstate)

MCI Response: MCI has read, understands and submits that Cash Person-To-Person calls are only available on LEC Dumb Phones. MCI will not be installing any LEC dumb phones and as such this requirement will not apply.

7. collect person-to-person

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

8. billed to third number person-to-person

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

9. calling card person-to-person

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

10. calls to toll free 800/888/877/etc numbers

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

- a. The Contractor shall submit the charges that the public will be charged when using the coin/card payphones under contract to the Commonwealth for each service on Attachment 13-A only.

MCI Response: MCI has read, understands and has complied.



3. Revenue Generation: The commissions will not apply to calls
- b. The Contractor shall submit the projected annual gross billed revenue, the commission percentage, the projected annual dollar commission payment, and the minimum annual dollar guarantee for each service to the Commonwealth on Attachment 13-B only. Refer to paragraph 1.5-E.3.

MCI Response: MCI has read, understands and has complied.

- c. Each Contractor shall explain in detail, on Attachment 13-C only, how all commissions are determined or calculated. Specify all factors that the Contractor shall use and include them in the response to the RFP.

MCI Response: MCI has read, understands and has complied.

- d. In addition to any other audit requirements set out in the contract the Contractor must maintain complete and accurate call accounting records for the initial five (5) years of the contract, plus any extension to it, which shall be available for audit at the request of the Office of Administration or designees.

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

- e. All information should be retrievable in a print format and electronic media. These records shall be retained by the contractor for the life of the contract and transferred to the Commonwealth at the termination of the contract. The electronic media required to read the date may not be proprietary.

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

- f. The Contractor shall explain, and diagram, a call from off-hook to completion normally used by each Contractor in the operation of its business for a coin call and for a card call.

MCI Response: MCI has read, understands and has provided below the process for each call process.

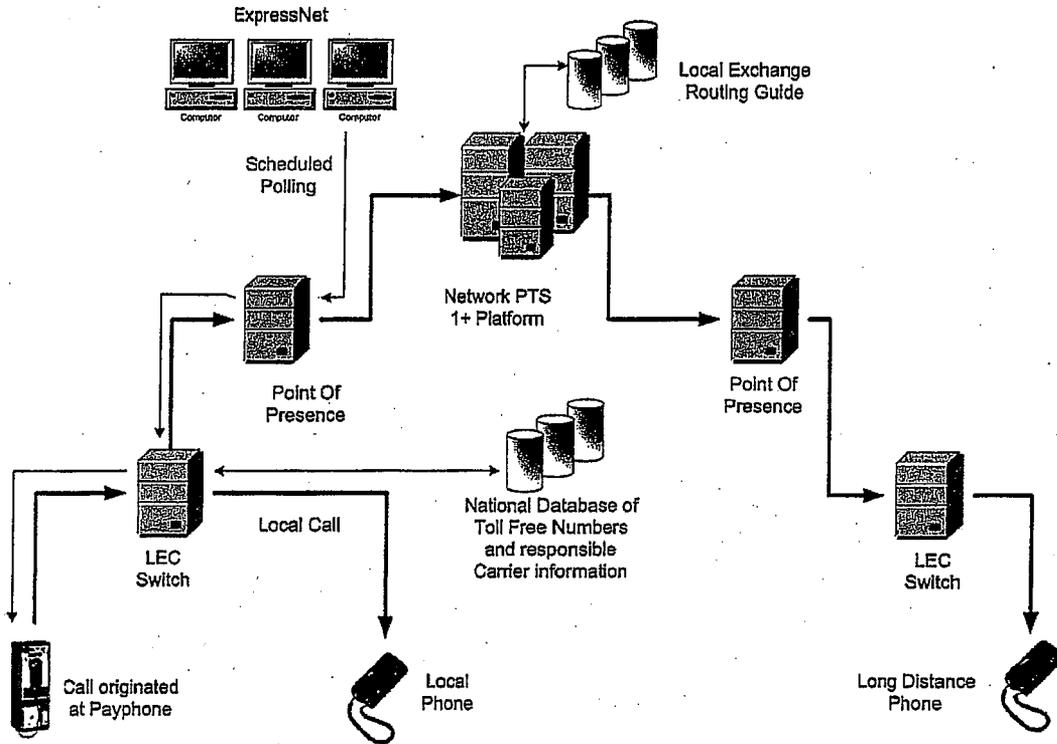
When the handset is lifted, the circuitry within the phone audibly prompts the caller to enter the number they are calling. Based on the numbers dialed, the phone can determine if the call is to be Coin-Paid or Alternately Billed.



COIN-PAID CALLS

If the circuitry in the phone determines the call is a coin-paid call, the circuitry will rate the call based on the destination number entered and prompt the caller audibly through the handset to deposit the specific amount required. Once the caller makes the deposit, the circuitry in the phone will route the call appropriately. Local calls will be routed, as dialed, to the Local Exchange Company, who will route the call locally. Long Distance Calls will route to a Network PTS Platform by first dialing a Toll-Free Number. The toll-free number is sent to the LEC's Central Office, which then queries a national database to determine who's network is currently handling that Toll Free Number. It then routes the call to that network, who then queries their own records to determine where to terminate the call. The network then terminates the Call at the Network PTS Platform. After getting an electronic handshake from the platform and the phones' circuitry releases the destination number dialed by the caller. In both cases (Local and Long Distance), the callers deposit is held in the escrow until an answer is detected or the caller hangs up. If an answer is detected, the escrow will drop the funds into the coin-box. If the caller hangs up before an answer is detected, the coins will be returned. If an answer is detected, the phone circuitry will continue to monitor the call for time and if the call is not a flat fee for an unlimited amount of time, it will prompt the caller audibly for additional deposits, as appropriate. If the additional deposits are not made, the phone will disconnect the call. Once the call completes a complete Call Detail Record is recorded in the phones memory, which will be polled at a later time.

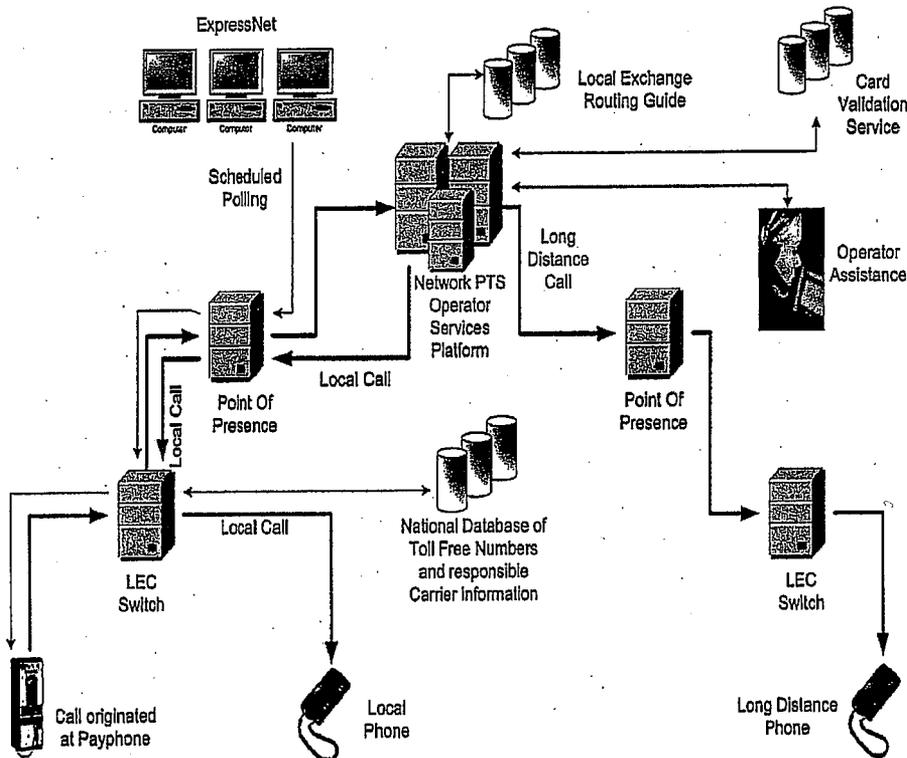
COIN-PAID CALLS



ALTERNATELY BILLED CALLS (CARD)

If the circuitry in the phone determines it is an alternately billed call, the circuitry will route the call to a Network PTS platform via a Toll-Free Number. The toll-free number is sent to the LEC's Central Office, which then queries a national database to determine who's network is currently handling that Toll Free Number. It then routes the call to that network, who then queries their own records to determine where to terminate the call. The network then terminates the Call at the Network PTS Platform. Once the phone receives an electronic handshake from the platform, it forwards the dialed numbers and the Network PTS platform takes over from that point. In the case of a Card Call, the caller will be asked by an automated attendant to enter the card number. If the caller does not enter a valid number, a Live Operator will come on the line to get the Card Number. The platform validates the card and then the call will be routed to the LEC handling the termination number. This routing will take place over network arrangements made by Network PTS. The LEC will then carry the call to the caller's telephone. Once the call is completed, the Network PTS platform records the details necessary to create a Call Detail Record.

ALTERNATELY BILLED CALLS (CARD)



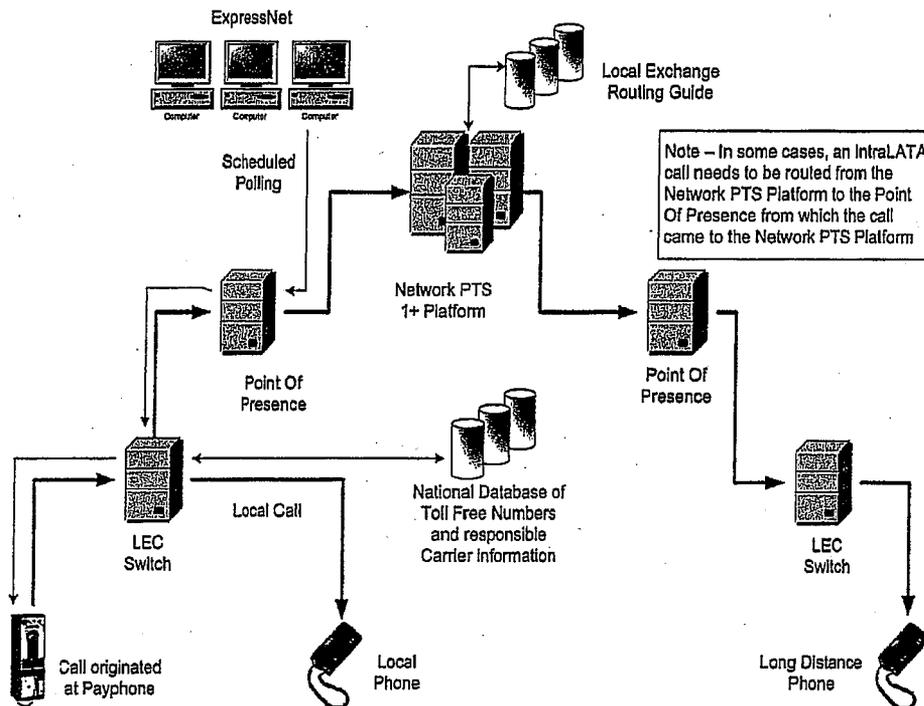


- g. The Contractor, shall explain in detail, and diagram, how IntraLata and InterLata calls shall be handled.

MCI Response: MCI has read, understands and has provided below how IntraLata and InterLata calls will be handled.

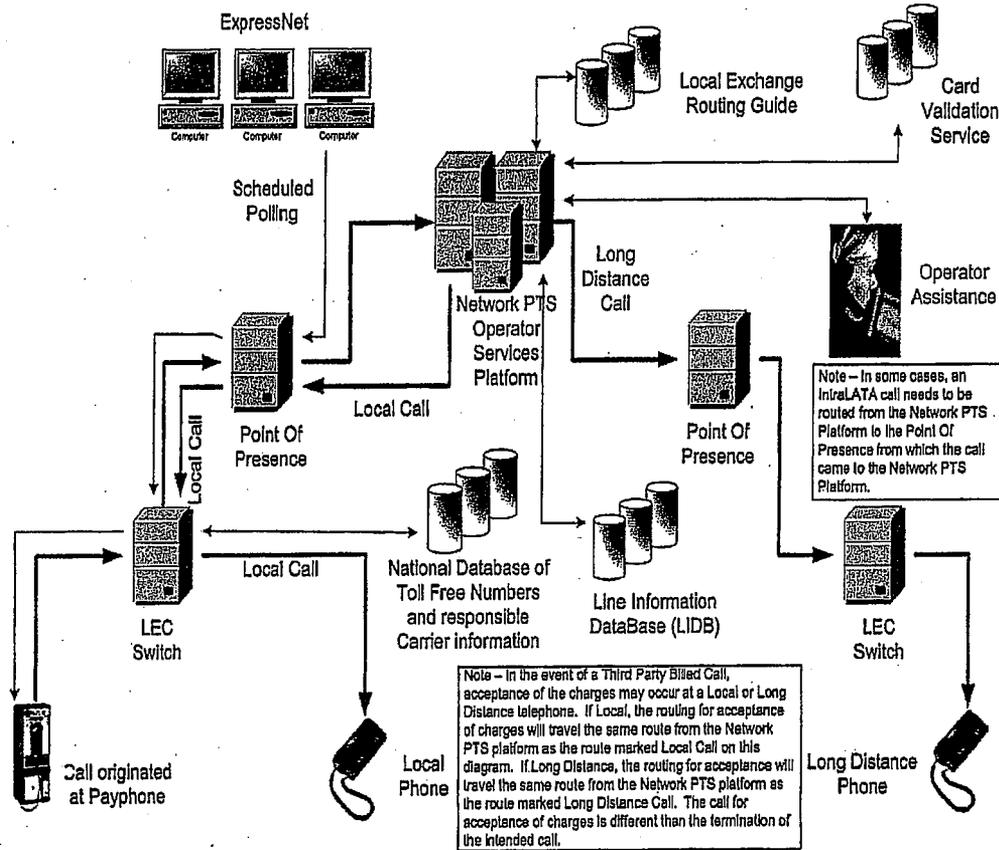
IntraLATA and InterLATA Coin Calls

IntraLATA and InterLATA Coin-Paid Calls are handled in exactly the same manner. The phones' circuitry will rate the call based on the destination number entered and prompt the caller audibly through the handset to deposit the specific amount required. Once the caller makes the deposit, the circuitry in the phone will route the call appropriately. Local calls will be routed, as dialed, to the Local Exchange Company, who will route the call locally. Long Distance Calls will route to a Network PTS Platform by first dialing a Toll-Free Number. The toll-free number is sent to the LEC's Central Office, which then queries a national database to determine who's network is currently handling that Toll Free Number. It then routes the call to that network, who then queries their own records to determine where to terminate the call. The network then terminates the Call at the Network PTS Platform. After getting an electronic handshake from the platform and the phones' circuitry releases the destination number dialed by the caller. In both cases (Local or Long Distance), the callers deposit is held in the escrow until an answer is detected or the caller hangs up. If an answer is detected, the escrow will drop the funds into the coin-box. If the caller hangs up before an answer is detected, the coins will be retuned. If an answer is detected, the phone circuitry will continue to monitor the call for time and if the call is not a flat fee for an unlimited amount of time, it will prompt the caller audibly for additional deposits, as appropriate. If the additional deposits are not made, the phone will disconnect the call. Once the call completes a complete Call Detail Record is recorded in the phones memory, which will be polled at a later time.

INTRALATA AND INTERLATA COIN-PAID CALLS

INTRALATA AND INTERLATA ALTERNATELY BILLED CALLS

IntraLATA and InterLATA Alternately Billed calls are handled in exactly the same manner. The phone's circuitry will route the call to a Network PTS platform via a Toll-Free Number. The toll-free number is sent to the LEC's Central Office, which then queries a national database to determine who's network is currently handling that Toll Free Number. It then routes the call to that network, who then queries their own records to determine where to terminate the call. The network then terminates the Call at the Network PTS Platform. Once the phone receives an electronic handshake from the platform, it forwards the dialed numbers and the Network PTS platform takes over from that point. The Network PTS platform will complete the appropriate process for the billing arrangements chosen by the Caller and then the call will be routed using network arrangements made by Network PTS to the LEC supporting the called number. That LEC will then carry the call to the called parties telephone. Once the call is completed, the Network PTS platform records the details necessary to create a Call Detail Record.

INTRALATA AND INTERLATA ALTERNATELY BILLED CALLS



h. The Contractor shall explain the billing process for all billed calls and the collection process for the bills for all calls including uncollectible calls.

MCI Response: MCI has read, understands and has provided below the process for billing.

Billed calls are billed to either the Called Party (Collect), a Third Party or a Card.

Collect and Third Party Billed Calls

In the case of Collect and Third Party Billed calls, the Network PTS platform first validates that the billed number accepts charges via a query to the LIDB database. Collect Calls are routed to the called party, who is asked if they will accept the charges before the call is completed. On a Third Party Billed call, the Third Party is asked to confirm their acceptance of the charges, before the call is completed to the called party.



Upon completion of an answered call, a call detail record is created and appropriate charges are determined for the call. The call detail and the associated charges, made each day through Network PTS Operator Services, are sent to a National Billing Clearinghouse who routes the charges to the LEC responsible for the billed parties telephone account. The collected funds are credited back through the Clearinghouse to Network PTS, on a daily basis, less clearinghouse fees. In the event that the charges are not collected or are disputed, they are studied to see if there are alternate ways to collect the charges that make economic sense. Uncollectibles are not deducted from the revenues reported to the Commonwealth.

Calls Billed to Cards

In the case of a call billed to a card, the Network PTS platform first validates the card through a card validating and clearinghouse service. Upon validation, the platform allows the call to complete. Upon completion of an answered call, a call detail record is created and appropriate charges are determined for the call. Call detail and charges created each day through Network PTS Operator Services are sent to the same validating and clearinghouse that validated the card. This Clearinghouse routes the detail and charges to appropriate card company, who posts the information on the cardholders statement. The collected funds are credited back through the Clearinghouse to Network PTS, on a daily basis, less clearinghouse fees. In the event that the charges are not collected or are disputed, they are studied to see if there are alternate ways to collect the charges that make economic sense. Uncollectibles are not deducted from the revenues reported to the Commonwealth.

- i. The Contractor shall provide commission checks on a monthly basis to each Commonwealth using agency or using agency comptroller as required by the Office of Administration. Checks will be accepted from one Contractor who is the prime Contractor. The checks shall be sent to the using agency and shall be accompanied by a report that as a minimum includes:

Total Commission

Total Revenue

Total Messages

Total Minutes

Total Stations

MCI Response: MCI has read, understands and will comply with the above requirement should any commission checks be issued to any using agency.



j. The selected Contractor will be provided the name and address of each payee location, the total number of stations, and the telephone numbers after award of the contract.

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

k. The Contractor shall maintain an accurate recording and tracking system for substantiating commission payments. A complete explanation of this recording and tracking system such as where it shall be located, how to access it, etc., shall be provided in the response to this RFP.

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

The proposed tracking system will be located in San Leandro CA and maintained by MCI's subcontractor PTS with oversight by MCI Sr. Management.

l. It is solely the Contractor's responsibility to collect the revenue on the billed calls generated through the coin/card telephones. Uncollected or uncollectible calls are not to be subtracted from the gross revenue base for the purpose of determining the commission payments to the Commonwealth. The Contractor shall state what action(s) are taken in the event that, after a collect call is billed, the billed party refuses to pay the charges.

MCI Response: MCI has read, understands and agrees.

Unpaid bills will be sent to a collection agency for attempted retrieval of funds.

m. The Commonwealth shall bear no responsibility for fraudulent calls.

MCI Response: MCI has read, understands and agrees.

n. The Commonwealth shall bear no responsibility for theft of funds, and furthermore, no stolen or lost funds shall be deducted from revenue on which commissions are paid to the Commonwealth.

MCI Response: MCI has read, understands and agrees.

o. The Commonwealth shall bear no responsibility for unbillable or uncollectible calls.



MCI Response: MCI has read, understands and agrees.

4. Service Revenues and Commissions:

a. The total amount of revenue to be generated by this RFP will depend upon the number of Commonwealth agencies or affiliated organizations that choose to participate in the contract which results from this RFP.

The agencies under the jurisdiction of the Governor such as the Departments of Corrections and Department of Transportation will participate. The State Universities may participate at their option.

See Attachment 10-A – 10-C for revenues and the monthly number of messages and minutes billed by the incumbent IntraLata, local and InterLata carrier. The figures are provided for calendar years 2003 and 2004.

MCI Response: MCI has read, understands and acknowledges.

b. It is intended that existing public payphone locations be continuously analyzed for profitability and that new locations be surveyed. The Office of Administration expects recommendations from the Contractor on an ongoing basis.

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

c. The Commonwealth retains the right to audit the calling data and revenues resulting in commissions for System A. The Contractor shall commit to this in its response. The Commonwealth shall furnish the Contractor ten (10) days written notice prior to executing its right to audit. All information necessary for the Commonwealth to complete such an audit shall be maintained within the Commonwealth of Pennsylvania. If travel is required within the Commonwealth of Pennsylvania, the Commonwealth will be responsible for the travel expenses of Commonwealth personnel. All other expenses of the audit will be the responsibility of the Contractor.

MCI Response: MCI has read, understands and agrees.

5. Commission Data: Attachment 13-A – 13-C establishes the content and format of the commission data required to be included in the cost proposal only.



MCI Response: MCI has read, understands and has complied.

6. Commission Payments: Each Contractor shall make commission payments to the Commonwealth or to the designated agencies, or organizational elements thereof, which participate in the contract as designated by the Office of Administration. The Office of Administration shall be responsible for providing the "make payable to" information, names of authorized personnel, and the department number(s) in each using agency for the purpose of receiving commission funds.

Checks from the prime Contractor for payments representing commissions from coin/card public payphones shall be paid monthly by the 30th calendar day (or last day of the month if the has less than 30 days) of the following month to each designed Commonwealth using agency. These payments shall be accompanied by the management report as noted in paragraph 1.5-E, 3.a. above

MCI Response: MCI has read, understands and submits that any commission checks would be submitted 45 days following the end of any billing period.

7. Collection and Security: The Contractor shall explain in detail in the proposal its plan to provide complete revenue collection service capabilities detailing the methods of collection for each type of revenue source (coin and non-coin local, IntraLata and InterLata, etc.). The Contractor shall also explain in detail the security measures that shall be taken to insure the safety of, and verify the accuracy of, all revenues collected. The contents of this description shall also include information regarding the number and location of collection facilities, a description of the method used to collect and count coins from Contractor terminals, the ratio of coin telephones to route collectors, the frequency of collection and the method used to determine coin-in-box level.

MCI Response: MCI has read, understands and has provided the requested information below.

Revenue from the payphones should be looked at as Coin-Paid, Operator Services and Federally Mandated per Call Compensation.

Coin-Paid Revenue

All MCI proposed coin/card phones proposed will be smart Protel phones. The phones will generate a call detail record for every completed coin call. The safety of coin revenue, while a major concern for MCI, is not a concern for the Commonwealth because revenue credit for the Commonwealth is based upon the call detail records which are collected daily from each phone. These records are captured through remote polling by the proposed PTS ExpressNet system. MCI will recognize coin revenue by these records for the purpose of determining revenue that may be reported to the Commonwealth. The use of the call detail records, rather than the physical count of the coins, allows for a more accurate and timely process. MCI will use security seals on

coin boxes that automatically lock when they are removed from the phone and a number of other security measures (detailed below), but these measures and procedures are used to ensure security of the coins for the local contractor, who is responsible for coin based on the Call Detail Records.

Collection Procedures - Within every public coin pay telephone is an individually serialized coin box that is periodically collected by a trained coin collection agent. The coin collection agent will remove the sealed coin box from the telephone and replace it with an empty unit. The serial numbers of both the full and empty coin boxes will be recorded on the agent's collection and cleaning log and the full box transported, in a locked vault, back to the appropriate coin counting facility. The agent will also enter a special code into the keypad of the telephone which "logs" the collection activity into the instrument's memory. This creates a collection record which will later be polled by the ExpressNet system. Collection agents are also trained and equipped to perform routine cleanings and minor repairs that may be required. Pay telephone vault keys (Abloy and Medeco) are not reproducible and minimize the possibility that vault security and integrity will be compromised.

Counting and depositing procedures - Upon removal from the telephone, coin boxes are automatically locked and sealed to eliminate intrusion. All collections are returned to the appropriate counting facility and turned over to a counting agent for seal inspection and coin counting. The counting agent takes possession of the collection and maintenance log as well as the coin box itself, verifies the coin box number and seal integrity, removes the seal, counts the enclosed coins and enters the coin box total in the log. The coin total is also entered into the coin counting system and later compared and validated with polled collection data recovered through the ExpressNet system.

Coin collected from phones belonging to the Commonwealth's account may be counted in any of five (5) different coin counting facilities:

- 1 Philadelphia, PA 19127
- 2 New Castle, PA 16101
- 3 Elkridge, MD 21075
- 4 Cranbury, NJ 08512
- 5 Cleveland, OH 44056

Additional details about these facilities and the various service personnel that report to them can be found on Attachments 11 directly following this TAB 9.

The overall ratio of service personnel to phones is approximately 1:300. Please note that this ratio includes both collectors and technicians. It is not possible to give a meaningful ratio of Phones to Collectors-only, as Collectors perform Service and Service Technicians perform Collections. Separating the two functions leads to cost

inefficiencies and service delays. Please also note that the phone counts indicated on Attachments 11 in some cases are not all handled by the specific personnel assigned to that facility that would be working in PA on the Commonwealth's account.

Full coin boxes are always a high-priority concern because they can lead to an out-of-service condition. The best way to prevent a full coin box is to make sure they are collected before they are full. The best way to do this is to both monitor the coin velocity of each phone and set the collection appropriately and use a smart phone, which will notify the service personnel if coin velocity becomes unusually high or if the coin box becomes full. Unusually high coin velocity will be detected from the daily polling. A full box will cause the phone to initiate an unscheduled polling communication to the ExpressNet system to report the condition. The detection method of last resort is Caller-reported trouble, which will be made to 211.

Security Procedures - All coin counting facilities are intrusion alarmed and equipped with coin jet counters and coin vaults for temporary storage of bulk coin revenues. Bulk coin is moved daily from the counting facilities, directly to a bank using an armored transport service.

Every public coin telephone is equipped with an individual coin vault which is uniquely keyed. The keys are not reproducible to provide assurance of vault security. Every coin telephone contains a uniquely numbered coin box assigned to it that is sealed before being released to the collection agent and will automatically lock, when removed from the payphone itself.

Operator Services

Call Detail Records are generated by Network PTS for all Operator Service Calls completed from the phones using a 0+0-/00- dialing pattern. Additionally, Call Detail Records are generated by Network PTS for all completed calls made from the phones through Network PTS' Discount Operator Service via a unique Toll-Free Number. This information is summarized by Line Number and loaded into the commissioning system, monthly. All of these call detail records are available to the Commonwealth, monthly, on CD-ROM.

Federally Mandated Per Call Compensation

Federally Mandated Per Call Compensation of \$0.494 per call is collected quarterly from Carriers who receive and complete calls from the phones without any other negotiated compensation arrangement. MCI aggressively collects this revenue. The majority of these collections occur the first week of every calendar quarter. These revenues are recognized as they are collected. The Collections are accompanied by files that summarize the number of completed calls by Line Number, Carrier and Month.

8. Contract Requirements - Disadvantaged Business Participation and Enterprise Zone Small Business Participation:

All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the Contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Businesses participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least 50 percent of the subcontract or Small Disadvantaged Businesses/Enterprise Zone Small Business participation portion of the joint venture.

Commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation must be maintained throughout the term of the contract. Any proposed change must be submitted to BMWBO which will make a recommendation as to a course of action to the contracting officer.

If a contract is assigned to another Contractor, the new Contractor must maintain the Disadvantaged Businesses participation and/or Enterprise Zone Small Business participation of the original contract.

The Contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the agency that awarded the contract and BMWBO within 10 workdays at the end of each quarter the contract is in force. If there was no activity, the form must also be completed, stating "No activity in this quarter." This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Businesses and/or Enterprise Zone Small Business participation involved in joint ventures. Also, it is a record of fulfillment of the commitment your firm made and for which it received Disadvantaged Businesses and Enterprise Zone Small Business points.

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE A PROPOSER TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

MCI Response: MCI has read, understands and has complied with a separately sealed MBE participation document.

Tab 10 – Objections and Additions to Standard Terms and Conditions

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 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.

MCI Response:

Paragraph 10, Warranty. Upon expiration or termination of the Contract, MCI will no longer be providing these services, so a one-year warranty is inapplicable to the Contract scope of services. MCI respectfully requests this provision be replaced with the following: MCI warrants it will provide Inmate Phone Services and equipment as described in MCI's proposal response to RFP #2005-081-011.

Paragraph 12, Ownership Rights. MCI respectfully proposes this provision be deleted. It does not apply to the Contract scope of services.

Paragraph 14, Hold Harmless Provision. MCI accepts this term with the understanding that neither party shall be liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages, including without limitation loss of use or lost business, revenue, profits, or goodwill, arising in connection with this Contract, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if the party knew or should have known of the possibility of such damages.

Paragraph 15, Audit Provisions. Due to the highly sensitive and proprietary nature of MCI's records, MCI accepts this provision with the understanding that (1) the documents and records subject to audit are limited to Contract documents and reports specifically created for the Contract; and (2) any third party acting on behalf of the Customer under this provision must execute MCI's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing MCI's records.



Paragraph 16, Default. MCI proposes the following clause to replace Paragraph 16: Either party may terminate this Agreement for default. Default shall mean a failure of the other party to perform a material obligation under this Agreement which failure is not remedied by the defaulting party within thirty (30) calendar days after receipt of written notice thereof. In the event of default, the non-defaulting party may pursue all legal and equitable remedies for breach.

Paragraph 20, Assignability and Subcontracting. MCI requires the freedom to assign contracts in the event of a merger, acquisition or reorganization without seeking consent from its thousands of customers. Therefore, MCI reserves the right to assign or otherwise transfer this contract, in whole or in part, to its parent or any other controlled subsidiary or affiliate thereof, or to any purchaser of all or substantially all of its assets.

Paragraph 28, Integration. MCI's offer is predicated upon acceptance of its clarifications offered with its proposal. However, MCI is willing to negotiate in good faith with the Commonwealth to determine mutually agreeable terms and conditions for any of the provisions to which MCI has requested modification.

Paragraph 31, Liquidated Damages. As described elsewhere in MCI's proposal, this offer is predicated upon removal of the Liquidated Damages clause related to payphone service. MCI respectfully notes that the Commonwealth would retain all other remedies under the Contract, including recovery of actual damages. Notwithstanding the foregoing, MCI is willing to negotiate in good faith to determine a mutually agreeable liquidated damages schedule for payphone service that reasonably reflects the actual damages to the Commonwealth if MCI were not to perform in accordance with the payphone portion of the Contract. Acceptance of such provision will require MCI to change its proposed rates for payphone service.