

# REQUEST FOR PROPOSALS



## RFP No. C-101-08

### CONCESSION TO PROVIDE PUBLIC PAY TELEPHONE SERVICE IN CITY FACILITIES AND PUBLIC PAY TELEPHONE AND INMATE TELEPHONE SERVICES IN THE PHILADELPHIA PRISON SYSTEM

**Issued By:**

**City of Philadelphia Procurement Department  
Mayor's Office of Information Services (MOIS)**

**JANET HAGAN  
ACTING PROCUREMENT COMMISSIONER**

**TERRY PHILLIS  
CHIEF INFORMATION OFFICER**

**PROPOSAL SUBMISSION DATE:  
PROPOSAL SUBMISSION TIME:  
PROPOSAL SUBMISSION PLACE:**

**AUGUST 24, 2007  
10:30 AM EST  
PROCUREMENT DEPARTMENT  
BID ROOM, ROOM 170A  
MUNICIPAL SERVICES BLDG  
1401 JFK BOULEVARD  
PHILADELPHIA, PA 19102-1685**

**ADDRESS FOR INFORMATION:**

**MOIS  
1234 MARKET ST, 18<sup>TH</sup> FLOOR  
PHILADELPHIA, PA 19102  
ATTENTION: SHERRI LEAK  
PROJECT MANAGER**

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## SECTION 1 - GENERAL INFORMATION AND REQUIREMENTS

### 1.1 SCOPE OF CONCESSIONS

The City of Philadelphia (the “City”) issues this Request for Proposals (“RFP”) for concessions to furnish, install, and maintain coin and credit card-operated public pay telephones (“PPTs”) and service, including operator-assisted service (often known as and called “0+” service), at various City locations, including, but not limited to, the two airports managed by the Division of Aviation, the facilities of the Philadelphia Prison System, City office buildings, and buildings of organizations or agencies related to the City, as determined in the City’s sole discretion. The City’s objective is to ensure that highly-reliable public pay telephone services are widely available in all parts of the City to its citizens and taxpayers, tourists, business visitors, and others who want to place a call from a City owned, managed, or leased property, or organizations or agencies related to the City, as determined in its sole discretion. The City seeks to ensure the same high quality of services to inmates of the Philadelphia Prison System through a state-of-the-art call control system and state-of-the-art call monitoring and recording systems.

**\*The City has met with PCS Inmate Telephone Services on June 6, 2007 for Market Research information. All information shared during this meeting can be shared per your request.**

The City anticipates that it will award a concession (the “City Facilities Concession” or “Concession” or “Contract”) to one respondent or multiple respondents to provide PPT service at designated facilities owned, managed, and/or leased by the City of Philadelphia, including the Philadelphia International Airport (“PHL”), the Northeast Philadelphia Airport (“PNE”), the facilities of the Philadelphia Prison System (“PPS”), City office buildings, and other City and City-related buildings and facilities where public pay telephone service is required by the City. Under the PPS component of the City Facilities Concession, the concessionaire will be required to furnish and operate the Inmate Telephone System (the “ITS”) in all City correctional facilities. The ITS must include inmate call control, monitoring and recording systems that are fully integrated with inmate services and technically integrated with the PPS computer network and information system. The concessionaire will also be required to furnish and operate card/coin PPTs in each correctional facility for the use of the public and PPS staff. Each respondent must submit a proposal and pricing for PHL, PNE, PPS, and all other components of the City Facilities Concession to be eligible for an award.

Respondents are advised, however, that the City reserves the right, in its sole discretion, to award separate PPT concessions for PPS, PHL, and/or other City facilities, or for any combination thereof, if it deems such reconfiguration of the PPT concessions to be in the best interest of the City. The City further reserves the right to so reconfigure the PPT concessions at any time prior to the execution of concession agreements for all PPT concessions provided under this RFP, and to do so, at its sole discretion, without notice to respondents and without providing respondents an opportunity to resubmit their proposals based on the reconfigured concessions.

**This bid can be awarded in one of the following manners:**

1. Prisons, Airports, and City facilities
2. Airport and City facilities
3. Prisons and City facilities

All PPTs and PPT service provided by the concessionaire shall include local, regional and long distance calling service that can be accessed by coin operated direct dialing, credit card and phone card dialing, or operator-assisted dialing. Every PPT shall be capable of connecting with 9-1-1 emergency service without coin deposit or any other form of payment. Charges may be collected from the calling party, the called party, or a third party, at the caller's option. Collections may be in the form of coins deposited in the PPT, credit card or calling card, or through prepayment by or periodic billing to the person or entity on whose premises the PPT is located. (Every PPT must, however, provide for access to service by coin deposit and credit card or calling card, whatever the form of collections employed by the concessionaire). The concessionaire shall be responsible, at its expense, for all collections, records of collections, and commission payments to the City.

**1.2 PERIOD OF CONCESSION**

The term of each concession resulting from this RFP will be one (1) year, commencing on the date of award of the concession, renewable for three (3) additional periods of one (1) year at the sole discretion of the City. The City reserves the right, at its sole discretion, to commence the initial term on the date on which the City determines, in its sole judgment, that implementation of all PPTs and PPT service awarded in the concession is completed and the City accepts the implementation.

**1.3 UNDERSTANDING OF CONDITIONS REGARDING PROPOSALS**

**1.3.1 Conditions Relating to Proposal Submission**

The respondent acknowledges and consents to the following conditions relative to its proposal:

- A. This RFP does not commit the City of Philadelphia to award a contract. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any respondent, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, by any respondent to this RFP, will become the sole and absolute property of the City with City having title thereto and unrestricted use thereof, will not be returned, and may be subject to public disclosure by City, or any authorized agent of the City.

- B. The City is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material submitted in response to this RFP. All costs, including costs associated with any demonstration or presentations, incurred in connection with submitting and presenting a proposal will be borne solely by the respondent.
- C. The respondent is solely responsible for reviewing and verifying the completeness and correctness of its proposal.
- D. News releases (including, but not limited to, commercial advertising) pertaining to this project may not be made without prior written approval of the City.

### **1.3.2 Reservation of Rights**

The City reserves and may, at its sole discretion, exercise any or all of the following rights and options with respect to this RFP, the proposals submitted, and the evaluation and selection process under this RFP:

- A. To reject any proposal, or to reject all proposals and re-issue the RFP, at any time prior to the execution of a final concession agreement if, in the City's sole discretion, it is in the City's best interest to do so; to require, if any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; to extend the time period for responding to this RFP; or to cancel this RFP with or without issuing another RFP.
- B. To reject any proposal if, in the City's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, the respondent does not meet the qualifications set forth in this RFP or it is otherwise in the best interest of the City to reject the proposal.
- C. To supplement, amend, substitute or otherwise modify this RFP, with respect to any PPT concessions, at any time prior to the execution of a concession agreement for the concession.
- D. To accept or reject any or all of the items in any proposal and award the concession in whole or in part if it is deemed in the City's best interest to do so.
- E. To reject the proposal of any respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially, or technically incapable or is otherwise not a responsible respondent.
- F. To reject as informal or non-responsive, any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations or items of work not called for by this RFP.

- G. To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal.
- H. To request, permit or reject, at the City's sole discretion, amendments (including, without limitation, submission of information inadvertently omitted), modifications (including, without limitation, modifications based upon the evaluation of the City's selection committee), and/or corrections or proposals by some or all of the respondents following proposal submission, with or without permitting other respondents to revise their proposals on the basis of such amendments, modifications, corrections, or proposals.
- I. To request that some or all of the respondents modify proposals based upon the evaluation of the City's selection committee.
- J. To request additional or clarifying information or more detailed information from any respondent at any time, including information inadvertently omitted by a respondent.
- K. To inspect and otherwise investigate projects performed by respondent, whether or not referenced in respondent's proposal, with or without the consent of and notice to respondent.
- L. To conduct such investigations and inquiries with respect to the qualifications of each respondent as the City deems appropriate.
- M. To include in any PPT concession(s) resulting from this RFP (at the time the concession agreement is concluded or by subsequent amendment thereto), any facilities of non-City agencies that are related to or affiliated with the City, as determined in the City's sole discretion, whether or not such facilities are identified in this RFP or any Addendum to the RFP; and to do so without notice to other respondents, and without permitting any respondent to revise its proposal.
- N. To conduct such investigations with respect to the financial, technical and other qualifications of each respondent as the City, in its sole discretion, deems necessary or appropriate.

### **1.3.3 Proposals Binding for 120 Calendar Days**

Proposals shall remain open, valid, and binding on the respondent for a period of not less than one hundred and twenty (120) calendar days following the date the proposal is to be submitted. Respondents may specify a longer such period in the proposal, in which case the proposal shall remain open, valid, and binding on the respondent for such longer period. The proposal may be withdrawn and the respondent may refuse to enter into a concession agreement with the City if the proposal has not been accepted within 120 days of the opening of proposals (or such longer period as is specified in the proposal).

### **1.3.4 Acceptance of the Terms and Conditions of This RFP**

The respondent, by signing and submitting its proposal, expressly acknowledges and agrees to all terms and conditions contained in this RFP, including, without limitation, the terms and conditions set forth in Section 1.

### **1.4 MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISITS**

PROSPECTIVE RESPONDENTS ARE REQUIRED TO ATTEND THE SITE VISITS. THE CITY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT WITHOUT EVALUATION THE PROPOSAL OF ANY RESPONDENT THAT DOES NOT ATTEND THE SITE VISITS.

See Attachment VIII for Site visit schedule

### **1.5 RESPONDENT'S STAFF**

#### **1.5.1 RESPONDENT'S CONTACT PERSONS**

- A. Indicate below the person(s) in your organization to whom questions concerning this RFP should be directed:

Name:

Address:

Telephone No: Ext.

Fax Number:

- B. Indicate below the person(s) in your organization who will be responsible for managing any concession resulting from your proposal:

Name:

Address:

Telephone No: Ext.

Fax Number:

#### **1.5.2 PROJECT STAFF**

Under the PPS component of this RFP all vendor staff is subject to clearance and approval by the PPS. The PPS reserves the right to reject vendor's employees who cannot pass clearance and reserves the right to require removal of vendor staff from the project if non-compliance with PPS regulations occurs.

### **1.6 PREVAILING WAGE RATES**

The concession awarded pursuant to this RFP is subject to all provisions of Section 17-107 of the Philadelphia Code entitled "Contractors: Labor-Management Relationships." It is also subject to all regulations and procedures adopted thereunder.

- 1.6.1 All employees performing work under the Agreement shall be paid at least the applicable wages for the respective occupational classification(s) designated, as set forth in the applicable Prevailing Wage Rate Schedule issued by the Labor Standards Unit of the City of Philadelphia Managing Director's Office, effective July 9, 2007. In addition, all such employees shall be given at least the applicable current prevailing working conditions during the entire period of work under the Agreement. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date this RFP is issued.
- 1.6.2 City may withhold from any sums due to the concessionaire under the Agreement so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- 1.6.3 Each concessionaire shall require all subcontractors to comply with and be bound by all of the provisions of this section of the RFP and Section 17-107 of The Philadelphia Code.
- 1.6.4 Every concessionaire and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to work under the Agreement, and such record shall be preserved for two (2) years from the date of payment. The concessionaire shall make his employment and accounting records available for inspection by authorized representatives of the Managing Director's Office, Labor Standards Unit, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
- 1.6.5 All concessionaires and subcontractors performing work under the Agreement shall automatically file with the Managing Director's Office, Labor Standards Unit, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing work under the Agreement. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the Agreement for work pursuant to this RFP and that the occupational classification set forth for each employee conforms with the work he performed.
- 1.6.6 Nothing herein shall preclude the payment by the concessionaire of wages at rates higher than those specified as the minimum in the City's Prevailing Wage Rate Schedule. However, no increases in any contract price or decreases in concession payments to the City shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases in wage rate above the amounts specified in the City's Prevailing Wage Rate Schedule, as it may be amended from time to time, will be required by the Agreement during the term thereof, except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Managing Director's Office, Labor Standards Unit, as promptly as

possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a proposal or cancellation of an Agreement, nor for a change in the concession payment terms of the proposal or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper minimum to all employees.

- 1.6.7 The minimum wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the concessionaire shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.
- 1.6.8 It is the responsibility of all respondents and concessionaires to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation, and holiday and vacation rights. All questions shall be referred to the Labor Standards Unit, James Ferraro, (215) 686-2143 or Perritti DiVirgilio, (215) 686-2132.
- 1.6.9 Following is the job classification and wage rate information excerpted from the Prevailing Wage Rate Schedule which is deemed by the City to be presumably applicable to work pursuant to this RFP:

	<u>BASIC HOURLY RATE</u>	<u>FRINGE BENEFITS</u>
<u>Electrician</u>	\$43.73	\$20.31

Wages for all work performed at the City facilities on this project must be in accordance with the City of Philadelphia Prevailing Wage Rate Schedule.

**1.7 PERMITS, LICENSES AND SYSTEM COMPLIANCE**

- 1.7.1 The concessionaire shall be responsible for obtaining licensing and regulatory approvals for their system of PPTs and PPT service.
- 1.7.2 The concessionaire must obtain at its own expense all required licenses, permits, and authorizations necessary for the construction, installation, and operation of the concessions.

**1.8 RESPONDENT AGREEMENT WITH LOCAL & LONG DISTANCE CARRIER**

- 1.8.1 This is to be a seamless system for the delivery of telephone services from the PPT or inmate telephone to the called party. There is to be no live operator on any call for the inmate telephone system.
- 1.8.2 Any service disruptions are to be handled by the respondent and the carrier with prime resolution responsibility residing with the respondent. The City will interface with a local or long distance carrier only at the discretion of the City.

1.8.3 Respondent is to have a prime contact for each carrier. Respondent is to notify the City of the name of the local and long distance carrier and any changes in these carriers. Names of the prime contacts for these carriers are to be available to the City upon request.

## **1.9 PERFORMANCE BOND**

The successful respondent shall be required to provide an individual performance bond, on a form prepared by the City, in an amount equal to fifty percent (50%) of the total estimated first-year commissions under the concession, as determined by the City, or for the Airport component of the concessions, the greater of one hundred thousand dollars (\$100,000) or fifty percent (50%) of the total estimated first-year commissions under the Airport component of the concession, as determined by the City. The bond must be from a reputable surety approved by the City. The successful respondent shall also be responsible for paying a bond preparation fee to the Law Department as determined by City Council ordinance. A schedule of the bond preparation fees may be obtained from the Procurement Department Information Office (215-686-4720).

## **1.10 TAX EXEMPTION**

The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania Sales Tax. The proposed price must be net, exclusive of taxes.

## **1.11 ETHICS REQUIREMENTS**

To preserve the integrity of City employees and maintain public confidence in the competitive procurement system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the procurement and execution of City contracts. Such laws are in three categories:

### **1.11.1 Gifts**

Executive Order 02-04, Gifts. Pursuant to Executive Order 02-04, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

- 1) A person seeking to obtain business from, or who has financial relations with, the City;
- 2) A person whose operations or activities are regulated or inspected by any City agency;
- 3) A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
- 4) A person seeking legislative or administrative action by the City; or
- 5) A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.

Respondent understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order, it shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation. All City employees presented with gifts or gratuities have been instructed to report these actions to the appropriate authorities. All Respondents, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

### **1.11.2 City employee interest in City contracts**

In accordance with Section 10-102 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the contract.

### **1.11.3 Conflict of Interest**

Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself, a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code §20-608.

## **1.12 DEMONSTRATION**

- 1.12.1 All vendors submitting proposals must be prepared to conduct a demonstration of their proposed systems upon written request by the City, within 10 calendar days of such request. The respondent shall be solely responsible for the cost of any such demonstration, which shall be conducted at a site acceptable to the City.
- 1.12.2 During the demonstration, the operation of all equipment and services proposed by the vendor is to be shown.
- 1.12.3 If there is any equipment or service which has been proposed by the respondent, but has not yet been developed, the proposal must include a detailed work plan indicating how and when respondent plans to develop the planned service or equipment, including, if appropriate, prototypes.

## **1.13 SUBMITTAL REQUIREMENTS**

### **1.13.1 GENERAL REQUIREMENTS**

- A. Respondents are expected to follow the instructions contained in this Subsection 1.13. The City reserves the right, in its sole discretion, to reject without evaluation any proposal that is not in the required format or otherwise does not conform to such instructions.
- B. Any proposed changes to the functional specifications and requirements in this RFP must be clearly identified as such in the proposal and must be accompanied with a full and detailed explanation of the rationale for the change. The City will consider proposed changes but the respondent is still required to submit a proposal that is compliant with the functional specifications and requirements as set forth in the RFP. The City reserves the right, in its sole discretion, to reject any proposal that does not comply with this Subsection 1.13.1B

#### **C TIMELY RECEIPT OF PROPOSALS**

Proposals must be received no later than the date and time set for submission at the place specified (see cover page and Subsection 1.13.2J); the City reserves the right, in its sole discretion, to reject without evaluation any proposal that is not received by such time and date. Respondents are solely responsible for delivery of proposals on time and to the proper location.

### **1.13.2 PROPOSAL FORMAT**

Proposals are to conform to the following format:

#### **A. PROJECT OVERVIEW**

This section shall cover, in general terms, the project as perceived by the vendor, the plan of the vendor for implementation, and other such facts which will provide a summary of the project and its anticipated benefits.

#### **B. SYSTEM DESCRIPTION**

This section should provide a detailed description of system operation that would explain the respondent's offered equipment and services, providing information at a minimum with respect to the following categories:

- (1) System Functionality
- (2) Interface Requirements
- (3) Relationship with local carrier
- (4) Relationship with long distance carrier

The respondent should feel free to add any other details that would further clarify their offering.

### **C. SCOPE OF SERVICES**

This section of the respondent's proposal becomes the scope of services for which the respondent will be contractually responsible. It is, therefore, necessary that this section contain not only a detailed statement of the work to be performed, but also the respondent's plans for getting the work done. This section shall state in detail the work to be done and the methods by which tasks will be accomplished. Although this RFP contains some mandatory parameters, the respondent is free to propose, within these parameters consistent with their technical judgment, the best way to achieve the purposes of this project.

### **D. EQUIPMENT DETAILS**

This section must contain information on all equipment proposed. The respondent shall include catalog sheets. The respondent must also include information indicating the location the proposed equipment will be installed. This section shall contain all maintenance guarantees.

### **E. PROJECT SCHEDULE**

This section must contain a management plan for completing this project. As elements, the management plan should show a task plan and methods used to schedule and complete such tasks. The relationships and dependencies among tasks, the personnel responsible to complete each task, and the extent to which the cooperation of other entities or the City will be needed for each task must be identified. Personnel should be identified by name, and detailed resumes of these personnel must be provided. The respondent should, in presenting this management plan, make use of modern scheduling devices. The management control and project control procedures to be used in monitoring this performance must be specified.

TIME IS OF THE ESSENCE in this contract. Any delay in the completion or performance of the concessionaire's obligations under this contract, shall be considered a material breach of the contract and entitle the City to pursue any and all remedies available at law or equity to remedy such breach.

### **F. DRAWINGS AND DIAGRAMS**

This section shall contain a system block diagram, which will illustrate the interconnection of the system to be supplied by the respondent. The drawings provided, showing the floor area to be covered, should be marked by the respondent showing the equipment locations.

## **G. PRICING**

All commissions and call pricing information shall be included in this section.

## **H. MANAGERIAL AND OPERATIONAL PLAN**

Provide a detailed summary as to how you propose to meet each of the City's requirements stated in Section 2 of this RFP.

## **I. RESERVED FOR RESPONDENT'S USE**

This section is reserved for the respondent to include any additional information (not identified above) which would assist in the evaluation of the proposal. This section is optional and may include alternates for consideration.

In order to provide an objective and expeditious evaluation of the proposals, the respondent is required to address, in writing, every section of this procurement document. Any respondent that fails to comply with this format may be considered non-compliant, and the City reserves the right, in its sole discretion, to reject without evaluation the proposal of any respondent that fails to comply with this format. Each response section shall be prefaced by an appropriately labeled index page. The respondent's proposal shall include, but not be limited to, the aforementioned sections.

## **J. NUMBER OF COPIES OF PROPOSALS TO BE SUBMITTED**

Each respondent shall submit an original and ten (10) hard copies of a complete proposal, and for each original and hard copy, an electronic copy of the full proposal and all exhibits on a compact disc, for technical evaluation by the City. Copies are to be submitted no later than 10:30 AM, August 24, 2007 to: City of Philadelphia Procurement Department Bid Room, Room 170A, Municipal Services Bldg, 1401 JFK Blvd, Philadelphia, PA 19102-1685; Mark for: RFP No. C-101-08

### **1.14 COOPERATION WITH SUCCESSORS**

If, at the end of the concessionaire's term, the concession is re-awarded and the concessionaire does not succeed itself, the concessionaire will be required to cooperate with its successor in order to ensure a smooth transition and continuity in the operation of the concession.

### **1.15 ISSUING OFFICE; QUESTIONS REGARDING RFP**

This RFP is issued by the City of Philadelphia Procurement Department for the Mayor's Office of Information Services. The Issuing Office is the single point of contact for this RFP. Any and all questions should be directed to:

Mayor's Office of Information Services  
1234 Market Street, 18<sup>th</sup> Floor

Philadelphia, PA 19107

Attention: Sherri Leak  
Project Manager  
Tel: (215) 686-7850  
Fax: (215) 686-8143

Questions must be submitted in writing to the above individual by hand-delivery or mail, no later than August 1, 2007. Telephone calls, facsimiles and electronic submissions are not acceptable. The City will issue written responses, by an addendum to the RFP issued prior to the submission date, to any questions which, in the City's sole determination, are material to the RFP and the PPT concessions. In no event shall any verbal response by any City employee, agent, or representative be binding on the City or in any way create a commitment or obligation by the City.

## **1.16 CONCESSION PAYMENTS**

**1.16.1** All concession payments shall be calculated, reported and paid separately for each component of the concessions, i.e., (1) for payphones in Division of Aviation facilities at Philadelphia International Airport or at Philadelphia Northeast Airport, (2) for payphones in City office buildings and facilities other than the airports, and (3) for the Inmate Telephone System at Philadelphia Prison System facilities, and public use payphones at Philadelphia Prison System facilities. For each concession component, a Minimum Annual Guarantee ("MAG") payment shall be due and payable for the initial annual term of the Concession not later than thirty (30) days following contract execution, and for each renewal term of the Concession the MAG shall be due and payable not later than thirty (30) days after the first day of such renewal term. Concession payments shall be calculated on a calendar month basis and shall be due and payable monthly, starting with the first month for which the cumulative concession payments due for the particular component exceeds the MAG paid for such component for such annual term. Concession payments due shall be calculated by applying the concession percentage fee for the concession component to the actual monthly Gross Revenue for such component, as defined at Section 1.16.7 below. For each calendar month, the cumulative concession percentage fee due for such concession component since the start of the then-current annual term shall be calculated and, if such cumulative concession percentage fee is greater than the sum of the MAG payment and all previous monthly payments paid for such annual term, the difference shall be due and payable on the thirteenth day of the following month. No later than the thirteenth day of each month, concessionaire shall submit a statement, certified to be true and correct by an authorized officer of concessionaire, of the prior month's aggregate Gross Revenues for all calls made from the concessionaire's PPTs for such concession component. In the event the percentage fee shall not exceed the MAG fee paid for the annual term, then no percentage fee shall be due for such month, but no refunds will be made. On the last business day of the month following the last month of the preceding annual concession period, the vendor shall submit a certified statement to the City showing for each concession component the Gross Revenue for each calendar

month of said year, the total annual Gross Revenue, the commission percentage on the Gross Revenue for each month, and the total concession fee amount due to the City from said year. Such certified statement shall also state the MAG fee payment for such year and, for every month in which the cumulative concession percentage fee due exceeded the sum of the MAG payment and previous monthly payments, the amounts of the difference actually due for such months. Any additional payments due to the City from concessionaire are to be paid to the City at that time.

- 1.16.2** All payments shall be made payable to the City of Philadelphia. Payments and statements for revenues from PPTs at PHL and PNE shall be submitted to the Division of Aviation, Philadelphia International Airport, Terminal “E,” Philadelphia, PA 19153, with a copy submitted to the Mayor’s Office of Information Services, 1234 Market Street, 18<sup>th</sup> Floor, Philadelphia, PA 19107. All other payments shall be submitted to the Mayor’s Office of Information Services.
- 1.16.3** If the concessionaire fails to make any payments due hereunder within ten (10) days of the due date, the concessionaire will pay the same with interest effective as of the first (1<sup>st</sup>) day after the due date at the pro-rated rate of one and one-half percent (1-1/2%) per month until fully paid. If any payment remains unpaid for a period of ten (10) days after such payment becomes due, the City may by written Notice declare the concessionaire in default, with a copy of said notice to the concessionaire’s surety company. If the concessionaire fails to cure the default within ten (10) days after issuance of written notice thereof, the City may confess judgment upon the concessionaire’s surety bond for amount due. The concessionaire shall be permitted the use of the cure period for financial default a total of three (3) times during the term of this contract. If concessionaire is declared in default for a fourth time in accordance with this paragraph, the City may confess judgment upon the concessionaire’s surety bond for all amounts due and terminate the concession agreement forthwith without further notice, and the City shall be free to exercise all other remedies set forth in the concession agreement or this RFP.
- 1.16.4** Time shall be of the essence with respect to payments due to the City for the concession(s) to be granted pursuant to this RFP. All payments are due by 4:00 P.M. on the due date. Any payment that is submitted by the concessionaire to cure a financial default must be received no later than 4:00 P.M. on the final day of the cure period.
- 1.16.5** The concessionaire shall keep full and complete books of account and other records relating to the provisions and requirements of the concession agreement and, in so doing, shall comply with the minimum procedural requirements prescribed by the City. The City, through its duly authorized representative, shall have the right to inspect and audit the concessionaire’s books of account and other records at all reasonable times during normal business hours. The concessionaire shall retain said records for a period of three (3) years and upon the City’s request

shall make such records available to the City for audit at PHL or at some other mutually agreed upon location. Should adequate records not be made available by the concessionaire at the appointed location, then the additional cost of said audit including all reasonable travel, food, and lodging expenses incurred by the City shall, at the City's discretion, be borne by the concessionaire.

**1.16.6** The concessionaire shall, within sixty (60) days after the end of each concession year, or at such other intervals as the City may prescribe, submit to the City an audit report certified by an independent certified public accountant stating that, in the accountant's opinion, payments for all fees and charges due hereunder for the preceding year were made in accordance with the terms of this RFP, as incorporated into the concession agreement between concessionaire and the City.

### **1.16.7 GROSS REVENUE DEFINED**

The term "Gross Revenue" as used herein shall mean the gross consideration to concessionaire for all calls made from all the concessionaire's PPTs, including without limitation all cash received, billings for collect calls, billings for calls made with credit and debit cards, billings for calls charged to third parties, and all revenues received from long distance companies pursuant to negotiated agreements or derived from the Federal Communications Commission mandated default "per call compensation plan" to compensate providers of pay telephones for "dial-around" calls charged to long distance carriers other than the payphone's presubscribed carrier. (Credit card calls include major bank credit cards [MasterCard, Visa, American Express, Diners Club, etc.], as well as AT&T, Sprint, MCI, and other carrier credit cards, and Regional Bell Operating Company [RBOC's] credit cards.) All local, inter-lata, intra-lata and "0+" calls are included. The Gross Revenue shall include all money collected and all charges for use of PPTs and telephone services, whether collected or uncollected, less only the amount of any federal, state, or local sales tax levied thereon, separately stated and collected from the purchaser, and any legitimate refunds. The City and the concessionaire shall establish a refund system and collection procedures that are satisfactory to the City.

### **1.17 CITY-WIDE CONTRACT REQUIREMENTS**

The terms and conditions set forth below are generally required by the City in agreements for concessions of the type sought in this RFP. The City reserves the right, however, to require or negotiate different and/or additional terms and conditions in any final agreement resulting from the RFP if, in the sole judgment of the City, it is in the best interest of the City to do so, without notice to other respondents and without affording other respondents any opportunity to revise their proposals based on such different or additional terms. Respondents are further advised that the form provisions may not reflect the specific terms and requirements of this RFP or the PPT concessions as finally contracted for, and may, in the City's sole discretion, be revised to conform to such terms and requirements.

Respondents may state objections to the provisions set forth below for the City's consideration. Any such objections must be stated in a separate section of the proposal, must identify the specific provisions and language objected to and state the reason(s) for each objection, and must propose alternative language. Provisions to which no objection is asserted will be presumed acceptable to the respondent. The City may, in its sole discretion, evaluate proposals in part according to whether the respondent objects to the provisions set forth below, and if it does object, the number and type of objections asserted. In no event will the City's selection of a respondent for further negotiations constitute acceptance of any objection or proposed alternative to any provision set forth below that the respondent may have stated in its proposal.

Respondents should not submit any standard contract utilized by their organization as a part or condition of their proposal. Submission of such a standard contract may, at the City's sole discretion, result in rejection of the proposal without evaluation.

### **1.17.1 CERTIFICATE OF NON-INDEBTEDNESS**

By submitting a response to this RFP, Respondent certifies and represents that the Respondent and the Respondent's parent company (ies) and subsidiary (ies) are not currently indebted to the City and will not, if awarded the Contract, at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written Respondent payment plan satisfactory to the City has been established. Respondent shall remain current during the term of the Contract with all such payments and shall inform the Responsible Official in writing of Respondent's receipt of any notices of delinquent payments within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, the Respondent acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to the Respondent under the Agreement and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement for default (in which case the successful Respondent shall be liable for all excess costs and other damages resulting from the termination). In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

By submitting a response to this RFP, Respondent also certifies and represents that each subcontractor intended to provide services pursuant to the Respondent's proposal has certified and represented to the Respondent that the subcontractor and subcontractor's parent company (ies) and subsidiary (ies) are not currently indebted to the City and will not at any time during the term of the Respondent's

Agreement with the City, including any extensions or renewals thereof, be indebted to the City, for or on account or any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written Respondent payment plan satisfactory to the City has been established; and in addition to any other rights or remedies available to the City at law or in equity, each subcontractor has acknowledged that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor will be liable for all excess costs and other damages resulting from the termination).

### **1.17.2 NON-SUSPENSION; DEBARMENT**

By submitting a response to this RFP, Respondent also certifies and represents that Respondent and all of the individuals acting on Respondent's behalf including, without limitation, subcontractors, are not under suspension or debarment from doing business with the Commonwealth of Pennsylvania, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Respondent cannot so warrant, then Respondent shall submit to the Responsible Official a full, complete written explanation as to why Respondent cannot so warrant. Respondent shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Respondent's compliance with the terms of this or any other contract between Respondent and the City which results in the suspension or debarment of Respondent. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney fees and expenses. Respondent shall not be responsible for costs of investigations which do not result in Respondent's suspension or debarment.

### **1.17.3 INSURANCE**

The successful respondent will be required to procure and maintain, at its sole cost and expense, the types and minimum limits of insurance described below, on the terms specified; provided, however, that the City's Risk Manager may, at his sole discretion, establish different minimum limits based on the final scope of work for the project.

Unless otherwise approved by City’s Risk Manager in writing, respondent shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the Services, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to City. All insurance herein, except the Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to City in the event coverage is materially changed, canceled, or non-renewed. The City of Philadelphia, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and, that no act or omission of City shall invalidate the coverage.

**A. WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

- (1) Workers Compensation: Statutory limits
- (2) Employers Liability: \$500,000 each Accident - Bodily Injury by Accident; \$500,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- (3) Other States coverage and Pennsylvania Endorsement.

**B. GENERAL LIABILITY INSURANCE**

- (1) Limit of liability: \$5,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$5,000,000 personal and advertising injury; \$10,000,000 general aggregate and \$5,000,000 aggregate for products and completed operations.
- (2) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent Contractors; employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations); Explosion, Collapse, Underground (“XCU”).

**C. AUTOMOBILE LIABILITY**

- (1) Limit of liability: \$5,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

- (2) Coverage: Owned, non-owned and hired vehicles.

#### **D. PROFESSIONAL LIABILITY INSURANCE**

- (1) Limit of liability: \$1,000,000 with a deductible not to exceed \$50,000.
- (2) Coverage: Errors and omissions including liability assumed under contract.
- (3) Coverage for occurrences happening during the performance of the Services required under this Agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the services.

Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted and shall be submitted to the Responsible Official (at the address of the Department set forth in the Agreement), and the City’s Risk Manager at One Parkway Building, Philadelphia, PA 19102 at least ten (10) days before work is begun and at least ten (10) days before each renewal term. The ten (10) day requirement for advance documentation of coverage may be waived in such situations where such waiver will benefit City, but under no circumstances shall respondent actually begin work (or continue work, in the case of renewal) without providing the required evidence of insurance. City reserves the right to require respondent to furnish certified copies of the original policies of all insurance required under the Agreement at any time upon ten (10) days written notice to respondent.

#### **1.17.4 INDEMNIFICATION**

The Respondent shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses occasioned wholly or in part by the Respondent’s act or omission or negligence or fault or the act or omission or negligence or fault of the Respondent’s agents, subcontractors, employees or servants in connection with the Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such subcontractors and suppliers, any breach of the Contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless City, its officers, employees and agents, shall survive the termination of the Contract.

#### **1.17.5 BUSINESS INTERESTS IN NORTHERN IRELAND**

In accordance with Section 17-104 of The Philadelphia Code, Concessionaire by execution of this Agreement certifies and represents that (i) Concessionaire (including any parent company, subsidiary, exclusive distributor or company affiliated with Concessionaire) does not have, and will not have at any time during the term of this Agreement (including any extensions thereof), any investments, licenses, franchises, management contracts or operations in Northern Ireland and (ii) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless Concessionaire has implemented the fair employment principles embodied in the Macbride Principles.

In the performance of this Agreement, Concessionaire agrees that it will not utilize any suppliers, subcontractors or subconsultants at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management contracts or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier, subconsultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Concessionaire further agrees to include the provisions of this subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply contracts which are entered into in connection with the performance of this Agreement.

Concessionaire agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Concessionaire expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

#### **1.17.6 NON-DISCRIMINATION**

The Contract will be entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing the Contract, Contractor shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, or sex. In the event of such discrimination, the City may, in addition to any other rights or remedies available under the Contract, at law or in equity, terminate the Contract forthwith.

Contractor agrees, in performing this Contract, to comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as they may be amended from time to time,

both of which prohibit, inter alia, discrimination against persons with AIDS in employment and services.

In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, a substantial breach of the Contract entitling the City to all rights and remedies provided in the Contract or otherwise available at law or equity.

Contractor agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner, which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute, without limiting the applicability of Section 4.11, Termination for Default, a substantial breach of the Contract entitling the City to all rights and remedies provided herein or otherwise available at law or equity.

Federal Laws. Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), The Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

#### **1.17.7 AFFIRMATIVE ACTION**

The Concessionaire shall covenant and agree that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, religion, national origin, ancestry, sex, sexual orientation, or physical handicap be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire assures that it will require that its covered organizations provide assurances to the concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.

#### **1.17.8 AMERICANS WITH DISABILITIES ACT**

Respondent understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities or Services provided under the Contract. As a condition of accepting and executing the Contract, Respondent shall comply with all provisions of the Americans With Disabilities Act (the "Act"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Respondent, (b) to the benefits, Services, activities, facilities and programs provided in connection with the Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, facilities, activities, facilities and programs. Without limiting the applicability of the preceding sentence, Respondent shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of "The Americans With Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside Respondents.

#### **1.17.9 LIMITED ENGLISH PROFICIENCY**

Respondent understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Respondent shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia's Executive Order "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Respondent, (b) to the benefits, services, activities and programs provided in connection with this Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Respondent shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside Respondents.

#### **1.17.10 UNAVAILABILITY OF FUNDS**

If funding for the Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services and Deliverables under the Contract, the City may exercise one of the following options without liability or penalty to the City:

- (a) Terminate the Contract effective upon a date specified in a Termination Notice; or
- (b) Continue the Contract by reducing, through written notice to Respondent, the amount of the Contract and Services and Deliverables, consistent with the nature, amount, and circumstances of available funding.
- (c) The City's exercise of either option under this Section shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction of Services or Deliverables. Respondent shall be compensated in accordance with the terms of the Contract for Services and Deliverables, satisfactorily performed and delivered prior to such termination under this Section.

Commodities or services on the contract resulting from this RFP to be ordered after the end of the current fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the portion of the award involving following fiscal year's funds until such orders are issued. The Respondent's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

#### **1.17.11 DOCUMENT PREPARATION FEE**

Pursuant to §17-701 of The Philadelphia Code, the successful Respondent will be required to pay a document preparation fee for contract and bond preparation by the City Law Department; the fee is waived for non-profit corporations. Section 17-701 establishes a fee schedule for contract preparation, which is based upon the amount of the contract. A schedule of fees can be obtained by contacting the city contact noted in section 1.15.

#### **1.17.12 NON-DISCLOSURE OF CITY DATA**

The contract will provide that Respondent maintain in confidentiality City information, records, and data that are delivered to it by the City for performance of the contract or that otherwise come into its possession in the course of performance, and to return to the City or destroy such information, records, and data following completion of its work under the contract.

#### **1.17.13 CONTRIBUTIONS AND MANDATORY DISCLOSURES**

Respondents will be required to disclose information required by Chapter 17-1402 of The Philadelphia Code. As stated on the second page of this RFP, applicants and Respondents are now required to disclose their campaign contributions, any consultants used and contributions the consultants have made, prospective

Subcontractors, and whether they have received any requests or advice on satisfying minority owned business participation goals from City employees. This information, as well as a proposal or any other response document required, are part of the online application. For more information, please consult the reference materials found on the website, e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov) or call 215-686-4914.

The contract will contain a provision that, in accordance with Section 17-1402 of The Philadelphia Code, Respondent represents on behalf of itself and its Subcontractor(s) that no contribution(s) have been made and none shall be made during the term of the Contract by Respondent, any Subcontractor, or any party from which a contribution can be attributed to the Respondent or Subcontractor, that would render the Respondent or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Philadelphia Code Sections 17-1404(1) and 17-1405; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an event of default and render the Contract voidable at the City's option, and shall make the Respondent liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to the Respondent allowed under the Contract, regardless whether actually paid. The City may exercise any or all of the remedies set forth in this Section 4.1(k) (Contributions), each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Respondent shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Subsection 4.1(k) (Contributions) and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

(1) Pursuant to the attribution rules of Section 17-1405, Respondent shall, during the term of the Contract and for one year thereafter, disclose any contribution of money or in-kind assistance the Respondent, Subcontractor or any Consultant has made during such time period to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution.

a) Such disclosure shall be made on a form provided by the Department awarding the Contract, and the form shall be signed and filed with such Department within five (5) business days of the contribution. The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records. The attribution

rules of Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of the Respondent or of a Consultant.

b) It shall not be a violation of Paragraph 4.1(k)(1) above if Respondent fails to disclose a contribution made by a Consultant because the Respondent was unable to obtain such information from the Consultant, provided the Respondent demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

- 1) Entering into a written agreement with the Consultant for such Consultant's services, before the filing of the application for the contract, and before the Consultant communicated with a City department or office, official or employee on behalf of the Respondent;
- 2) Including in such agreement a provision requiring the Consultant to provide the Respondent in a timely manner with all information required to be disclosed under the provisions of Philadelphia Code Section 17-1400, and providing, in effect, that the agreement will be terminated by the Respondent if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of the Respondent as of the date of such termination;
- 3) Communicating regularly with the Consultant concerning the Consultant's obligations to provide timely information to permit the Respondent to comply with the provisions of Philadelphia Code Section 17- 1400; and
- 4) Invoking the termination provisions of the written agreement in a full and timely manner.

(2) The Respondent shall, during the Term of the Contract and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked the Respondent, any officer, director or management employee of the Respondent, or any Person representing the Respondent, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any Person, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in Section 17-1401) given to any Person in response to any such request. The Respondent shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.

a) Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within (5) five business days after a request was made or a payment in response to a request was made, as the case may be.

b) The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

The above representations, warranties and covenants shall continue throughout the Term of this Contract. In the event said representations, warranties and covenants are or become untrue or inaccurate, Respondent shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

#### **1.17.14 SLAVERY ERA BUSINESS DISCLOSURES**

In accordance with Section 17-104 of The Philadelphia Code, the Respondent, after execution of the contract, will complete an affidavit certifying and representing that the Respondent (including any parent company, subsidiary, exclusive distributor or company affiliated with Respondent) has searched any and all records of the Respondent or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit. The information in the affidavit will be made public by posting on an Internet-accessible web page of the City. The Respondent expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

#### **1.17.15 PHILADELPHIA 21<sup>ST</sup> CENTURY MINIMUM WAGE STANDARD**

If Respondent is subject to Philadelphia Code Chapter 17-1300, as specified therein, Respondent shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least one hundred fifty percent (150%) of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. Respondent shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Respondent shall notify each affected employee what wages are required to be paid.

The Office of Labor Standards, as defined by Section 17-1302 may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code. City remedies for noncompliance of this section are set forth in Article XII herein.

#### **1.17.16 CENTURY DATE STANDARD**

##### **A. COVERED WORK**

Concessionaire represents and warrants that the following items furnished to the City under the Agreement shall conform to the City of Philadelphia Century Date Standard set forth below. Such warranties and representations are in addition to, and not in lieu of, Concessionaire's warranties and representations set forth in the System Warranty and elsewhere in the Agreement, and shall not limit or excuse any of Concessionaire's obligations under such warranties.

- (1) All operating system software, application software, and other software, and all firmware, including, but not limited to, any authorization code or other code incorporated in such software or firmware for the purpose of disabling or limiting the functionality of the software under conditions specified by the manufacturer or publisher of the software;
- (2) All equipment, including but not limited to computer hardware, and all components thereof, including, but not limited to, the following components:
  - (a) Programmable Read Only Memory (PROM), Erasable Programmable Read Only Memory (EPROM), Read Only Memory (ROM), Random Access Memory (RAM) and all other memory chips, devices, and components;
  - (b) Basic Input/Output System (BIOS) chips, devices, and components;
  - (c) any and all other semi-conductor chips and other chips, devices, and components of computer hardware and other equipment that in any way incorporate and/or depend for their operation on machine readable code that is embodied in the chip, device, or component.

##### **B. CENTURY DATE STANDARD**

The City of Philadelphia Century Date Standard consists of the following standards for General Integrity, Date Integrity, and Interface Integrity:

- (1) General Integrity. No value for current date will cause interruptions in

the operation of the software, firmware, or equipment before, during, or after January 1, 2000 and the software, firmware and equipment will operate through March 1, 2000 and thereafter, without any date-related faults or failures and without producing inaccurate data.

(2) Date Integrity. All manipulations of time-related data (including, without limitation, dates, duration, days of week, month, and year) will produce results that conform to the manufacturer's specifications for the software or equipment for all valid date values within the application domain, before, during, and after January 1, 2000.

(3) Interface Integrity.

Explicit Century: Date elements in interfaces and data storage shall permit specification of the century by means that will eliminate all ambiguity as to the applicable century for date and date-related data, before, during and after January 1, 2000.

Implicit Century: For any date element represented without century, the correct century shall be unambiguous for all manipulations involving that element before, during, and after January 1, 2000.

(4) Source code. Source code for software shall comply with the standard set forth in Federal Information Processing Standard Publication 4-2 (FIPS PUB 4-2), Representation of Calendar Date for Information Interchange.

## C. DEFECTS AND ERRORS

Concessionaire shall, at no cost to the City, repair any equipment, firmware and/or software that does not conform to the standards set forth herein and cause it to conform to such standards, or shall replace the software or equipment with software that does conform to such standards.

### 1.17.17 YEAR 2000 COMPLIANCE OF CONCESSIONAIRE

#### A. "YEAR 2000 COMPLIANT" -

For purposes of this Section 1.19.6 only, a system, process, or piece of equipment is "Year 2000 Compliant" if it can operate normally before, during, and after midnight on December 31, 1999 without abnormal or unusual user intervention. This includes but is not necessarily limited to the following operations: accepting date input, providing date output, performing calculations and comparisons on dates or portions of dates, correctly accessing and processing date-dependent information, and correct date interpretation and manipulation for all valid dates; sequencing by date must produce normal

results for all dates. A corporation, partnership, sole proprietor, or other entity is Year 2000 Compliant if all systems, processes, and pieces of equipment that are required for the normal conduct of its business and for the delivery of goods and services to its customers are Year 2000 Compliant.

## **B. CONCESSIONAIRE'S REPRESENTATIONS AND WARRANTIES**

Concessionaire represents and warrants as follows:

- (1) that it has undertaken a detailed review and assessment of all areas within its business and operations that are material to its ability to furnish the hardware, software and services required under the Agreement in accordance with the terms of the Agreement (including but not limited to terms relating to delivery dates and performance schedules) and that it reasonably believes could be adversely affected by Concessionaire's failure to be Year 2000 Compliant;
- (2) that it has developed a plan and timeline for becoming Year 2000 Compliant prior to January 1, 2000;
- (3) that it has implemented, or will implement, such plan in accordance with its timeline in all material respects;
- (4) that prior to the date of this Agreement, it was Year 2000 Compliant in all respects that are material to its ability to furnish the hardware, software and services required under the Agreement in accordance with the terms of the Agreement (including but not limited to terms relating to delivery dates and performance schedules); and
- (5) that the City shall incur no cost on account of any action taken by Concessionaire to become Year 2000 Compliant. In the event that Concessionaire exchanges electronic data with the City, Concessionaire further represents and warrants that such exchange of data, the exchanged data, and any hardware or software interface with City computers that is required for such data exchange, will not cause any information system of the City to fail to be Year 2000 Compliant and will not adversely affect, directly or indirectly, any electronic information system of the City or cause errors or defects in date or date-dependent information processed by the system.

The forgoing warranties and representations are in addition to, and not in lieu of, Concessionaire's warranties and representations set forth in the Warranty, or elsewhere in the Agreement, and shall not limit or excuse any of Concessionaire's obligations under such warranties.

## **C. INFORMATION REQUESTS**

Upon the written request of the City, Concessionaire shall furnish evidence sufficient to demonstrate that the foregoing representations and warranties are correct.

### **1.17.18 TAX REQUIREMENTS**

Any contractor, or vendor of goods, wares and merchandise, or purveyor of services, who proposes and is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax and Ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a concession by the City and/or School District pursuant to an RFP and has entered into an agreement within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes "doing business" in the City and subjects the successful respondent to certain taxes, including but not limited to, one or more of the following taxes:

- A. Business Privilege Tax
- B. Net Profits Tax
- C. City Wage Tax

The successful respondent, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 John F. Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102, for a tax identification number and to file appropriate business tax returns as provided by law. Questions should be directed to the Business and Earnings Tax Unit at (215) 686-6600.

### **1.17.19 SALES AND EXCISE TAXES**

The City is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania Sales Tax. Respondent's Cost Proposal must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in list prices, respondent may quote the list price and shall show separately the amount of the federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. In the event respondent, if successful, pays any sales or use tax, respondent agrees to assign to City, or City's agent, all of its rights, title and interest in any sales or use tax which may be refunded as a result of the purchase of any articles furnished in connection with the Agreement, and respondent, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Respondent authorizes the City, in City's name or the name of respondent, to file a claim for refund of any sales or use tax subject to this assignment.

### **1.17.20 DEFAULTS AND REMEDIES**

(1) Defaults. If Respondent commits or permits an event of default, as set forth in this Section 1.17.22, the City shall so notify Respondent in writing, specifying in reasonable detail the nature of the default. Respondent shall proceed immediately to correct, cure or remedy such default within thirty (30) calendar days from receipt of such notice. If the default is not cured within that time period, the City may terminate the Contract by providing Respondent with written notice of termination for default. The following shall constitute events of default on the part of Respondent:

(a) Respondent's failure to comply with any provision, term, or condition of this Contract.

(b) the appointment of a receiver, trustee or custodian to take possession of all or substantially all the assets of Respondent for the benefit of creditors, or any action taken or suffered by Respondent under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute;

(c) falseness of any warranty or representation of Respondent contained in any of the Contract Documents;

(d) misappropriation by Respondent of any funds provided under the Contract or failure by Respondent to notify the City upon discovery of any misappropriation;

(e) a violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Respondent, its directors, employees, or agents (1) directly or indirectly relating to the Contract or the work required under the Contract, whether or not such offense is ultimately adjudged to have occurred or (2) which adversely affects the performance of the Contract; and/or

(f) indictment of or issuance of charges against Respondent, its directors, employees or agents for any criminal offense or any other violation of law directly relating to the Contract or the Work required under the Contract or which adversely affects the performance of the Contract, whether or not such offense or violation is ultimately adjudged to have occurred.

(2) City Remedies.

Upon the occurrence of an Event of Default by Concessionaire, the City shall have the following rights and remedies:

(a) The City shall have the right to terminate this Concession License Agreement and the Concession on the date specified in the notice from the City and, upon the date so specified, this Agreement and the term thereof and all rights of Concessionaire under this Agreement shall expire and terminate, without the necessity of re-entry or any other act on the City's behalf. Thereupon, Concessionaire shall immediately quit and surrender to the City all premises and locations where it is authorized by this Agreement to furnish the Concession, by

summary proceedings, detainer, ejectment or otherwise, and remove itself and all other occupants thereof and, at the City's option, any equipment and other property thereon, without any liability of the City to indictment, prosecution or damages therefor. No such expiration or termination of this Agreement shall relieve Concessionaire of its liability and obligations under this Agreement, whether or not such premises and locations and the Concession shall be awarded to others, all of which liability and obligations of Concessionaire shall survive such expiration or termination.

(b) The City may institute any and all proceedings permitted by law or equity including, but not limited to, an action to compel specific performance by Concessionaire, as the parties to this Agreement recognize that monetary damages or termination of this Agreement may be inadequate remedies for failure of Concessionaire to keep its obligations under this Agreement.

(c) The City, whether or not this Agreement has been terminated as aforesaid, may reenter and repossess the locations and premises where Concessionaire is authorized to furnish the Concession under this Agreement, and any part thereof, provided no undue force shall be used, and shall have the option, but not the obligation, either in its own name, as agent for Concessionaire if this Agreement has not been terminated, or for its own behalf if this Agreement has been terminated, to award the Concession to others and authorize such others to furnish the Concession at such premises and locations.

(d) Without terminating this Agreement, the City may accelerate the whole or any part of the commissions and fees due for the entire unexpired balance of the term of the Agreement, as well as all other charges, payments, costs and expenses herein agreed to be paid by Concessionaire; and *ipso facto* and without any action by the City, the fees for the entire unexpired balance of the term of this Agreement as well as all other charges, payments, costs, and expenses herein agreed to be paid by the Concessionaire or, at the option of the City, any part thereof, and also all costs and officers' commissions shall (in addition to any and all fees already due and payable and in arrears and/or any other charge, expense, or cost herein agreed to be paid by the Concessionaire which may be due and payable and in arrears) be taken to be due and payable and in arrears as if, by the terms and provisions of this Agreement, the whole balance of unpaid fees and other charges, payments, taxes, costs and expenses were on that date payable in advance.

(3) Interest on Sums Due. Any sums due and owing by Concessionaire hereunder shall accrue interest effective as of the first (1<sup>st</sup>) day after the due date at the rate of one and one-half percent (1-1/2%) per month until fully paid.

#### **1.17.21 CURING BREACHES**

If Concessionaire shall be in breach in the performance of any of its obligations under this Agreement, the City may (but shall not be obligated to do so), in

addition to any other rights it may have in law or equity, cure such breach on behalf of Concessionaire and Concessionaire shall reimburse the City upon demand for any sums Concessionaire or costs incurred by the City in curing such breach, including interest thereon at the rate specified above in subsection 1.17.20(3), reasonable attorneys' fees and other legal expenses, which sums and costs together with interest thereon shall be deemed payable as additional commissions under this Agreement.

#### **1.17.22 NO WAIVER**

No failure by the City to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by the City of full or partial payment of commissions, fees, or other payment due under this Agreement during the continuance of any such breach, (with or without knowledge of the breach), shall constitute or be construed to constitute a waiver of any such breach or of such term, covenant, agreement, provision, condition or limitation. No term, covenant, agreement, provision, condition or limitation of this Agreement to be kept, observed or performed by Concessionaire, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Party to be bound. Any waiver of any breach shall be limited to the breach so waived, and shall not affect or alter this Agreement; each and every term, covenant, agreement, provision, condition and limitation of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

#### **1.17.23 REMEDIES NOT CUMULATIVE**

The rights and remedies in this Agreement are distinct and separate; and no one of them, whether or not exercised by the City or Concessionaire, shall be deemed to be in exclusion of any other.

#### **1.17.24 BANKRUPTCY**

Neither this Agreement nor any rights or privileges hereunder shall be an asset of Concessionaire in any bankruptcy, insolvency or reorganization proceeding. If the City shall not be permitted to terminate this Agreement because of the provisions of the United States Bankruptcy Code, Concessionaire or any trustee for it shall, within fifteen (15) days upon request by the City to the Bankruptcy Court, assume or reject this Agreement. If the Concessionaire files for bankruptcy, the Concessionaire shall not assume this Agreement unless all defaults hereunder shall have been cured, the City shall have been compensated for any monetary loss resulting from such default and the City shall be provided with reasonably adequate assurance of full and timely performance of all provisions, terms and conditions of this Agreement on the part of Concessionaire to be performed.

#### **1.17.25 TERMINATION FOR CONVENIENCE**

Under any concession resulting from this RFP, the City shall have the absolute right to terminate the concession for its convenience by providing no less than ninety (90) days notice to the concessionaire. In addition, Concessionaire acknowledges and agrees that in the event the term or period of this Agreement, including any renewal terms, exceeds four (4) years, the City shall have the right to terminate the Agreement, at the sole option of the City, without cost or penalty to the City, at any time after the expiration of the fourth year following the date of this Agreement.

#### **1.17.26 NON-PAYMENT**

If the fees shall remain unpaid on any day when the same ought to be paid, the Concessionaire empowers any prothonotary or attorney of any Court of Record to appear for the Concessionaire in any and all actions which may be brought for fees and/or the charges, payments, costs, and expenses agreed to be paid by the Concessionaire, and/or to sign for the Concessionaire an agreement for entering in any competent court an amicable action or actions for the recovery of the fees or other charges or expenses, and in said suits or in said amicable action or actions to confess judgment against the Concessionaire for all or any part of the fees for the entire unexpired balance of the term of this contract and/or other charges, payments, costs, and expenses agreed to be paid by the Concessionaire, and for interest and costs together with an attorney's commission of 5%. Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said fees and/or other charges shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this contract.

#### **1.17.27 ACTION OF EJECTMENT**

In any amicable action of ejectment and/or for fees in arrears, the City shall first cause to be filed in such action an affidavit, made by it or someone acting for it, setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Agreement (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom, or practice to the contrary notwithstanding.

#### **1.17.28 JUDGMENT**

The Concessionaire expressly agrees that any judgment, order or decree entered against it by or in any court or magistrate by virtue of the powers of attorney contained in this Agreement or otherwise shall be final, and that he will not take an appeal, certiorari, writ of error, exception or objection to the same, and releases to the City, and to any and all attorneys who may appear for the Concessionaire, all errors in the said proceedings and all liability therefor. The

Concessionaire expressly waives the benefits of all laws, now and hereafter in force, exempting any equipment and/or merchandise from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.

#### **1.17.29 COMPLIANCE WITH LAW**

The Concessionaire shall at all times during the continuance of this concession or any renewal thereof observe and comply with any and all requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations, and standards applicable to the Concessionaire or its use of the City facilities, including, but not limited to, rules and regulations promulgated from time to time by the City and other authorities having jurisdiction over any phase of operation in and about the facilities.

#### **1.17.30 INDEPENDENT CONTRACTOR**

Concessionaire is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Concessionaire nor its employees or subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.

#### **1.18 ASSIGNMENT**

The successful respondent shall not assign the Agreement resulting from this proposal, or any part of the Agreement, or any right to any monies to be paid under the Agreement, or delegate performance of the Agreement, without obtaining the prior written consent of the Procurement Commissioner. The decision whether to consent to an assignment is within the Procurement Commissioner's sole discretion. In no case shall the Procurement Commissioner's consent to the assignment of any monies to be paid under the Agreement relieve the respondent from faithful performance of any of its obligations under the Agreement or change any of the terms and conditions of the Agreement. Any purported assignment in violation of this provision shall be of no effect.

#### **1.19 PARTICIPATION OF MINORITY, WOMEN AND DISABLED OWNED BUSINESS ENTERPRISES IN CITY CONTRACTS**

This Request for Proposal is issued under the Anti-Discrimination Policies described in the Mayor's Executive Order 02-05 of the Philadelphia Code. While there are no Participation Ranges projected for this proposal, Respondents are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from and establish subcontractor commitments with Minority (M-DBE), Female (W-DBE), and Disabled (DS-DBE) businesses on an equitable basis with other firms. Please describe any such commitments on a separate sheet and identify the subcontractor's name, MBEC Certification number, and dollar amount/percentage of work.

**(a) Executive Order 02-05.** In accordance with Executive Order 02-05, as it may be amended from time to time, the City has established an antidiscrimination policy that relates to the solicitation and inclusion of Minority Business Enterprises (“MBE”), Woman Business Enterprises (“WBE”), and Disabled Business Enterprises (“DSBE”) (collectively, “M/W/DSBE”) in City contracts. The purpose of Executive Order 02-05 is to ensure that all businesses desiring to do business with the City have an equal opportunity to compete by creating access to the City’s procurement process and meaningfully increasing opportunities for the participation by M/W/DSBEs in City contracts at all tiers of contracting, as prime Respondents, Subcontractors and joint venture partners. In furtherance of this policy, the City will, from time to time, establish participation ranges for City Contracts and City Related Special Projects. Respondent agrees to comply with the requirements of Executive Order 02-05, and where participation ranges are established by the City, Respondent agrees, without limitation, to submit documentation responsive to each of the participation ranges established for the Contract.

(1) In furtherance of the purposes of Executive Order 02-05, Respondent agrees to the following:

a) Respondent, if it has achieved participation commitments with M/W/DSBEs, represents that it has entered into legally binding agreement(s) with M/W/DSBEs as participants under this Contract for the services and in the dollar amount(s) and percentage(s) as specified in the M/W/DSBE Participation Exhibit to this Contract.

b) Respondent shall secure the prior written approval of the Minority Business Enterprise Council (“MBEC”), before making any changes or modifications to any Contract commitments made by Respondent herein, including, without limitation, substitutions for its MBEs, WBEs and/or DSBEs, changes or reductions in the services provided by its M/W/DSBE Subcontractors, or changes or reductions in the dollar and/or percentage amounts of commitments with its M/W/DSBE Subcontractors.

c) Unless otherwise specified in a legally binding agreement as described in (2) (a) above, Respondent shall, within five (5) business days after receipt of a payment from the City for work performed under the Contract, deliver to its M/W/DSBE Subcontractors the proportionate share of such payment for services performed by its M/W/DSBE Subcontractors. In connection with payment of its M/W/DSBE Subcontractors, Respondent agrees to fully comply with the City’s payment reporting process which may include the use of electronic payment verification systems.

d) Respondent shall, in the event of an increase in units of work and/or compensation under the Contract, increase its commitments with its

M/W/DSBE Subcontractors proportionately. The MBEC may from time to time request documentation from Respondent evidencing compliance with this provision.

e) Respondent shall submit, within the time frames prescribed by the City, any and all documentation the City may request, including, but not limited to, copies of Subcontract(s) with M/W/DSBEs, participation summary reports, M/W/DSBE Subcontractor invoices, telephone logs and correspondence with M/W/DSBE Subcontractors, cancelled checks and certification of payments. Respondent shall maintain all documentation related to this Section for a period of five (5) years from the date of Respondent's receipt of final payment under the Contract.

f) Respondent agrees that the City may, in its sole discretion, conduct periodic reviews to monitor Respondent's compliance with the terms of Executive Order 02-05.

g) Respondent agrees that in the event the Director of Finance determines that Respondent has failed to comply with any of the requirements of Executive Order 02-05, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- 1) Debar Respondent from proposing on and/or participating in any future contracts for a maximum period of three (3) years.
- 2) Recover as liquidated damages, one percent (1%) of the total dollar amount of the Agreement, which amount shall include any increase by way of amendments to the Contract, for each one percent (1%) (or fraction thereof) of the shortfall in commitment(s) to Respondent's DBE Subcontractors.

(h) No privity of contract exists between the City and any M/W/DSBE Subcontractor identified herein and the City does not intend to give or confer upon any such M/W/DSBE Subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 02-05 or by reason of this Contract except such rights or remedies that the M/W/DSBE Subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party. The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with this Contract nor shall it give rise to actions by any third parties including identified M/W/DSBE Subcontractors.

(2) In the event the Respondent is a non-profit, the Contract is not subject to M/W/DSBE participation ranges, but Respondent shall demonstrate its compliance with Executive Order 02-05 in the following manner:

a) Provide to the MBEC annually, a written diversity program identifying the race, gender and ethnic composition of its board of directors, its employment profile, a list of all vendors that the non-profit does business with in its M/W/DSBE procurement program and a statement of the geographic area(s) where its services are most concentrated; and

b) Demonstrate, to the MBEC's satisfaction, that the nonprofit's organization makes appropriate efforts to maintain a diverse workforce and board of directors and operates a fair and effective M/W/DSBE procurement program.

(3) It is understood that false certification or representation made in connection with Executive Order 02-05 may be subject to prosecution under Title 18 Pa.C.S. §§ 4107.2 and 4904.

**(b) The Philadelphia Code Section 17-1402.**

In accordance with Section 17-1402 (f) of The Philadelphia Code, the Respondent shall during the Term of the Contract, disclose the name and title of each City officer or employee who directly or indirectly advised the Respondent, any officer, director or management employee of the Respondent, or any Person representing the Respondent that a particular Person could be used by the Respondent to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises.

(1) The Respondent shall also disclose the date the advice was provided, and the name of such particular Person.

(2) Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within five business days after the Respondent was so advised. The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

**1.20 CITY'S RIGHT TO ENTER**

The City reserves the right, through its authorized officers, employees and agents, to enter the Concessionaire's facility at any reasonable time for the purpose of determining whether the Concessionaire has satisfactorily performed all obligations imposed upon the Concessionaire hereunder and for all other purposes incidental to or connected with the City's performance of governmental functions, and the City's performance of its obligations hereunder.

## **1.21 CONCESSION MANAGEMENT**

1.21.1 The Concessionaire, if not acting on its own behalf, shall employ a local Manager who shall have the authority to make day-to-day business decisions on behalf of the Concessionaire and shall be responsible for coordinating all concession activities with the City.

1.21.2 The Concessionaire shall employ competent, courteous and efficient help in such numbers as to properly conduct the concession. The concession shall be conducted in an orderly, quiet and law-abiding fashion. Upon the request of the City, the Concessionaire shall make every reasonable effort to replace any employee whose retention the City shall determine to be prejudicial to the proper conduct of the City's governmental functions. All employees of the Concessionaire working on City property shall be properly attired and shall exhibit proper identification badges at all times.

## **1.22 PRIMARY INTERCHANGE EXCHANGE ("PIC") FEE AND OTHER CHARGES**

Concessionaire shall pay any and all Federal, State, City and local taxes, fines, penalties and assessments arising out of the operation of Concessionaire's business pursuant to the contract as well as any charges that may be imposed by Verizon in connection with the PIC change, reprogramming, replacement or removal of microchips that may be required for the provision of services. Proposers are urged to contact Verizon prior to proposal submission for further information on this matter.

## **SECTION 2 - CITY FACILITIES CONCESSION**

### **2.1 SCOPE OF SERVICES**

2.1.1 The City Facilities Concession consists primarily of providing, operating and maintaining the PPTs and related services for various City facilities owned, managed or leased by the City of Philadelphia, its agencies and affiliates. The facilities shall include, but not be limited to, the Division of Aviation facilities, City Office Buildings, and other City Buildings and facilities. The facilities may include, at the City's option, buildings occupied by organizations and agencies related to the City, as determined by the City in its sole discretion.

This concession shall also include providing, operating and maintaining the Inmate Telephone System for the Philadelphia Prison System. The Inmate Telephone System shall be provided with the control, monitoring, recording, and reporting capabilities. The concession shall also include the integration of the Inmate Telephone System to the PPS's computer network known as the Integrated Jail Management System (IJMS).

- 2.1.2 For clarity in the proposal process, the City Facilities Concession is divided into the following three (3) components based on the different nature and functions of the facilities:
- A. The Division of Aviation facilities;
  - B. City Office Buildings and other City Buildings and Facilities;
  - C. Philadelphia Prison System, which requires different sets of operation, control, monitoring, recording and reporting capabilities.

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## **2.2 THE AIRPORTS**

### **2.2.1 OVERVIEW**

- A. The City of Philadelphia is considering granting to the highest qualified and responsible respondent the right and privilege of providing and operating an arrangement of Public Pay Telephones (PPT) at Philadelphia International Airport and Northeast Philadelphia Airport (hereinafter called "Airport"). These new telephones must provide a high quality of service to the traveling public as well as return sufficient revenue to the City. The chosen supplier will own, install, operate, and maintain the Public Pay Telephones and related equipment provided under this contract for the duration identified.

Philadelphia International Airport (PHL) is owned and operated by the City of Philadelphia and is the only major airport serving the metropolitan Philadelphia area. It is totally self-sufficient, using no local tax dollars for its operation or development.

Approximately 34,000 employees at more than 200 businesses work at PHL. PHL ranked 16<sup>th</sup> in the nation and 28<sup>th</sup> in the world in passenger traffic in 2006 with 31,768,272 passengers; this total included nearly 4 million international passengers. PHL encompasses seven terminals (A West, A East, B, C, D, E and F).

Northeast Philadelphia Airport (PNE) is also owned and operated by the City of Philadelphia. At the present time there is no scheduled passenger activity at PNE.

Additional information about the Airport can be obtained on our website at [www.PHL.org](http://www.PHL.org).

### **2.2.2. PRESENT PAYPHONE OPERATION AT PHL**

Presently, the Airport is served by public telephones, summarized below, and described in further detail on the attached inventory.

Total # of Payphones = 584  
 # of TDD/TTY's = 29  
 #of Phones with Data Ports = 389  
 Change Machines = 16

These phones are distributed throughout the Airport in “secure”, “non-secure”, “public” and “non-public” areas. Included in these numbers are telephones located in Airline clubs and employee work areas.

The activity levels of the payphone concession during 2005 and 2006 at the Airport are as follows.

<b>2005</b>			
<b><u>Call Type</u></b>	<b><u># Calls</u></b>	<b><u># Minutes</u></b>	<b><u>Total Revenue</u></b>
Coin	432,028	1,144,137	\$246,225.95
0 + LD	41,053	132,862	\$404,921.93
0 + Local	6,345	14,031	\$ 28,596.65
PCC	1,196,278	4,182,260	\$632,515.04
Club phones	29,280	3,025	\$ 10,676.13
<b>TOTAL</b>	<b>1,704,984</b>	<b>5,476,315</b>	<b>\$1,322,935.70</b>

<b>2006</b>			
<b><u>Call Type</u></b>	<b><u># Calls</u></b>	<b><u># Minutes</u></b>	<b><u>Total Revenue</u></b>
Coin	336,606	872,850	\$208,785.30
0 + LD	27,639	105,161	\$325,486.76
0 + Local	2954	8,714	\$23,402.91
PCC	766,763	2,530,736	\$403,295.78
Club phones	16,783	4,775	\$9,790.06
<b>TOTAL</b>	<b>1,150,745</b>	<b>3,522,236</b>	<b>\$970,760.81</b>

**2.2.3. PROPOSALS FOR PAYPHONE OPERATION AT PHL**

- A. Changing public telephone usage patterns indicate that the number of pay telephones in service at the Airport can be reduced by a significant number with only minimal reductions in service and revenue. The Airport will**

**entertain proposals that provide for a reduction in the number of pay telephones. The Concessionaire is required to restore areas where payphones are removed to previous conditions.**

The Airport is interested in proposals that offer innovative customer service and revenue-generating solutions that satisfy the needs of our large and diverse customer base.

- B. Proposals should describe how the following equipment/service needs at the Airport will be addressed.
- PPT Equipment
  - TDD/TTY units
  - VIDEO PHONES
  - Direct Internet Access Units (not wireless)
  - Rates customers will pay for all types of services including:
    - COIN (Local)
    - COIN (Intra Lata, Inter Lata, Long Distance)
    - “0+” Calls (Substantial detail must be provided detailing charges that will be assessed customers for all types/duration/distance or calls.) See Attachment V
    - Change Machines
    - Technology Enhancements
    - Services provided at no charge to the caller
- C. As set forth more fully below, the DOA component of the Scope of Services provides for the acquisition, placement, connection, operation and maintenance of coin and coinless pay telephone equipment throughout the Airports and for local, toll, “1+” coin, and “0+” long distance services on the same equipment.
- Under the DOA component of the Scope of Services, Concessionaire shall provide highly reliable, widely available, state of the art public telephone service to users of the Airports.
- D. The Division of Aviation will review the existing public telephone locations with the chosen vendor and, together they will select the placement for the new coin and credit card telephones. The Division of Aviation will take part in the selection process.
- E. The Division may request that new units be added throughout the term of the contract. Removals and relocations may also be directed by the Division and should be expected of the vendor at no cost to the City.

At the present time, the following terminal expansions are either underway or are contemplated. Further expansion may occur during the term of the contract.

#### Terminal D-E Expansion

A construction project is currently underway that will add public and non-public space in Terminals D-E, with an anticipated completion of late 2008 for the D-E public connector building. Additional payphones will be required under this project.

#### Terminal F Expansion

A project is contemplated that may add public space, with an estimated completion date of 2010. This may result in the demand for additional payphone related services and facilities.

- F. The successful bidder will be required to enter into a contract agreement with the City. This document governs all concession activities.
- G. The contract is exclusive and the concessionaire shall be fully responsible for all PPT services ordered by the City at any locations throughout the Airport.
- H. The successful respondent (herein called the concessionaire) will be required to enter into the contract agreement and meet, in the initial requirements thereof, such as insurance and surety, within fifteen (15) days after the City formally issues the order to the concessionaire for execution.

### **2.2.4 GENERAL REQUIREMENTS**

- A. Concessionaire shall provide and operate an arrangement of coin and credit card-operated PPTs at the Airports, and provide local, toll, "1+" coin, and "0+" long distance service on this equipment.

These telephones must provide a high quality of service to the traveling public and they must return commissions to the City. The Concessionaire shall own, install, operate, and maintain the PPTs provided under this contract for the Initial Term and any renewal Terms.

In addition to providing telephones accessible to the public, Concessionaire shall also provide a number of telephones in areas inaccessible to the public to be used by airline personnel and other employees of the Airports.

- B. Concessionaire shall provide the following materials and services, or cause the following materials and services to be provided.

#### 1. Local Services

The local dial tone to the public telephones and the transport facilities for local and IntraLata calls.

## 2. Long Distance Services

InterLata transport facilities and operator services for local, IntraLata, and InterLata calls.

## 3. Monitoring of Public Payphones

Concessionaire and/or its authorized Subcontractor(s) will monitor all the public payphones and provide trouble reporting and repair services.

## 4. Installation and Maintenance of PPTs

Concessionaire and/or its authorized Subcontractor(s) will install, service, and maintain the network of pay phones located at the airports and city owned buildings.

## 5. Station Sets and Enclosures

Concessionaire and/or its authorized Subcontractor(s) shall replace existing payphone station sets and enclosures at the Airports.

No permitted Subcontract shall relieve Concessionaire of any obligation under this Contract. Concessionaire is fully responsible for the acts or omission of its Subcontractor or persons either directly or indirectly employed by them, as it is for the acts and omissions of Concessionaire.

- C. The Concessionaire shall provide new or like new pay telephone equipment, including enclosures and phones, at all locations in the Airport designated by the City. If necessary, Concessionaire agrees to negotiate a transition plan with the incumbent telephone concessionaire, to secure DOA endorsement of the plan details, and schedule a reasonable public communication service transition for the PPTs at the Airport. DOA agrees to cooperate and assist Concessionaire in negotiating such a transition plan. To the extent possible, Concessionaire will effect these transitions of the PPTs while working at night (during the hours of 10:00 P.M. to 6:00 A.M. in order to minimize disruptions at the Airport during peak traffic periods). City and Concessionaire agree that installation of the new pay telephone units may be contingent upon the timely removal of existing pay telephone units by the previous concessionaire.
- D. The Concessionaire shall be fully responsible for all pay telephone services ordered by the City at any locations throughout the Airport including the public telephones in use in a number of private lounges operated by airlines under exclusive lease at the Airport. If an affected Airline and the City agree to the removal of any such payphones, Concessionaires shall do so at no cost to the City, upon notification by the City to remove such pay telephone units.

### **2.2.5. OPERATIONAL REQUIRMENTS**

- A. When replacing an existing PPT, Concessionaire shall provide, at a minimum, the same amenities for the new telephone as for the telephone being replaced. When replacing existing enclosures, Concessionaire shall provide, at a minimum, enclosures that are equal to or an upgrade from the existing

enclosure. For example, a TDD payphone in a sit-down enclosure will be replaced by concessionaire with a TDD payphone and a sit-down enclosure.

Concessionaire shall provide new or as “like new” enclosures and new or “like new” station equipment (smart sets) at all identified DOA PPTs. Concessionaire may propose to provide enhanced amenities when replacing/installing a PPT and/or enclosure.

Concessionaire shall provide at its own expense all public telephones enclosures, mountings, pedestals, kiosks, directory stands, telephone booths, and call processor equipment, if required (hereinafter collectively called “Public Telephone Fixtures”) necessary for the efficient operation of the concession.

At Least 50% of the pay telephones provided by Concessionaire at the Airports shall contain data ports to enable users to make data transmissions.

Concessionaire’s plans for installation of Public Telephone Fixtures must be reviewed with the DOA, and the Director of Aviation’s written approval obtained with respect to both the items and the method of installation, prior to installation.

Upon approval of the Director of Aviation, or his or her designee, Concessionaire will be permitted to perform a network optimization on the existing environment to ensure the optimal balance of stations to trunking exists.

- B. All improvements and Public Telephone Fixtures shall comply with the Airports’ terminal design standards and the highest current standards and practices of the industry and shall, in the opinion of the City, be safe, fire-resistant, and suitable in appearance, quality, quantity, and performance. The City reserves the right at any time throughout the term of this contract to approve or disapprove Public Telephone Fixtures. All public telephones shall be approved and certified pursuant to the rules and requirements of the Federal Communications Commission (FCC) and shall be appointed a FCC certification number. In addition, all Public Telephone Fixture installations shall conform to all applicable local, state and federal requirements and codes. All connections to, or extensions from, Airport utilities must have the prior approval of the City. The installation, removal and replacement of equipment at any time throughout the term of this contract must be coordinated with the City. The Concessionaire shall establish a procedure acceptable to the City for indicating inoperable telephones during those periods when such equipment is pending repair, replacement or removal. Title to all Public Telephone Fixtures shall at all times during the term of this contract remain in the Concessionaire. Upon expiration or earlier termination of this contract, the Concessionaire shall cooperate fully with the succeeding Public Telephone Concessionaire and together with the succeeding Concessionaire and the City, the concessionaire shall plan and implement a changeout of the public telephones such that the traveling public at the Airport shall not be deprived or inconvenienced in their ability to originate calls from public telephones during

the transition. The removal and any required restoration provided for herein shall be completed by the Concessionaire, at Concessionaire's expense, upon the expiration or remove and dispose of all such items and restore the facility at the Concessionaire's expense.

### C. EQUIPMENT REQUIREMENTS

Concessionaire shall provide equipment at the Airports that meets, at minimum, the requirements set forth below.

#### (1) OPERATIONAL STANDARDS

Concessionaire shall provide coin/card telephone stations and ancillary equipment at the Airports that meets, at a minimum, the following operational standards:

- a. All station equipment must be approved and certified by the Federal Communications Commission (FCC) and appointed a Certification Number.
- b. Concessionaire shall provide station users free access to an operator for collect, third party, and credit card calls, and the ability to originate calls to "800" type numbers, "911", "611" (repair), and any other toll free three digit easy access number that may be developed in coordination with the City from these telephones without the requirement to deposit a coin or enter a credit card or a credit card number. Concessionaire's switch will pass full address, specific airport location (e.g. "Philadelphia International Airport – Terminal C – Fl 2 – Gate C-16") and telephone number details to the appropriate serving 911 Center.
- c. All PPTs shall provide free call to 800/888/877 and any other future designated toll free numbers.
- d. All PPTs 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. The live operators shall provide the following customer assistance and services for Public Telephone users (excluding collect only phones):
  - Assist users with the completion of any call.
  - Provide general assistance for users.
  - Provide rates for any type of call.
  - Pass or refer users to other carriers, if and when necessary.
  - Assist users having difficulty dialing a number.
  - Assist users with emergency calls.

- Provide operator services 24 hours a day, 7 days a week, including holidays.
  - Identify service provided when answering calls from users.
  - Provide instructions for using calling cards from other suppliers.
  - Provide instant credits for poor quality calls.
- e. All PPTs shall provide automatic user access to predetermined primary IntraLata and InterLata carriers.
- f. All PPTs shall provide access to IntraLata carriers through 800, 888, 877, 950, 10XXX, or any other FCC/PUC approved access codes.
- g. Concessionaire shall provide Directory Assistance 411 and 555-1212 service at the following rates:
1. Directory Assistance for local (411) dialed calls from payphones shall be free of charge.
  2. Concessionaire shall provide intrastate and interstate Directory Assistance service 24 hours a day, 7 days a week, via the familiar “area code + 555-1212” procedure, and via “00 INFO.” Charge for this service will be prominently communicated to the customer before the transaction occurs.
  3. Concessionaire shall provide call completion services for calls connected from Directory Assistance charges for this service shall be prominently communicated to the customer before the transaction occurs.
- h. Concessionaire shall impose no charge for busy, no answer, or incomplete calls regardless of how long the user waits before hanging up. Failure to do so will entitle customers to a refund of treble the charge.
- i. Concessionaire shall continually scan stations for malfunction by the concessionaire’s maintenance operation. Concessionaire shall receive alarm conditions on a real time basis and evaluate incoming alarms at a minimum of two-hour intervals throughout each day. Concessionaire shall dispatch field technicians to investigate suspected malfunctioning payphones. Incoming alarms indicative of TELCO network failures shall be immediately forwarded to the appropriate personnel for investigation. This service will be provided in accordance with Section 2.5(B), below.

- j. Telephone installations must meet the established standards for use by the physically disabled and hearing impaired as well as the requirements of the Americans with Disabilities Act and the Telecommunications Act of 1996. The Concessionaire shall ascertain that all coin/card station installations comply with these Acts, i.e. height of coin slot, accessibility by wheel chair, etc. If existing stations are not in compliance, Concessionaire shall provide stations sets and enclosures that bring these locations into compliance. In addition, in multiple station locations, if a TDD (Text telephone) is requested by the City, the concessionaire shall install one at no cost to the City.
- k. All PPTs will be equipped with a voice amplification button to aid hard-of-hearing users. Concessionaire shall provide PPTs with a volume control button connected to an enclosed smart card. The smart card will have three incremental settings that will adjust the amplification of the earpiece and transmitter by approximately 3 decibels per setting adjustment. Call termination will reset the volume to its original setting on the PPTs.
- l. All PPTs will have handsets that are hearing-aid-compatible for persons equipped with hearing aids, and who wish to use them in conjunction with the telephone.
- m. TDD/TTY units will have a stainless steel TTY keyboard that remains protected in a metal drawer until a TTY call is placed. The drawer will open automatically when another TTY answers and the drawer will close again when the call is finished.
- n. The stations shall display the name of the Concessionaire or Subcontractor providing local, IntraLata and InterLata service.
- o. The stations shall display the telephone number of the Concessionaire's repair service. This number is required to be accessible 24 hours a day, 7 days a week, 365 days a year by dialing an 800 number posted on each telephone.
- p. The stations shall have adequate usage instructions and the charge for a local call displayed on the coin/card telephone housing.
- q. Concessionaire shall provide phones that are line powered by offices, which have fully redundant power sources. Coin/card stations will NOT require an external power source to remain operational. The telephone line shall be the only source of power required for the station to function.

- r. Coin stations will accept nickels, dimes, and quarters as payment options. Concessionaire shall provide terminals equipped with M16 electronic coin validation to verify coin accuracy. Rejected coins will be returned via the coin return slot.
- s. The average set-up time for calls shall not exceed: 1.5 seconds for point-to-point for domestic calls; 2 seconds for credit card calls; and 3 seconds for operator handled calls.
- t. Coin and/or coinless stations will be used, or continue to be used. In locations where they are presently in place. That is, Concessionaire shall replace a coin operated station with a coinless operated station. Similarly, Concessionaire shall replace a coinless operated station with a coinless operated station.
- u. Change Machines – Concessionaire shall provide coin change machines that accept and provide change for \$1.00 bills at no cost to the customer. Models and locations will be approved by the City.

## (2) PHYSICAL AND DESIGN CHARACTERISTICS

Concessionaire shall provide equipment at the Airport that meets, at a minimum, the following physical and design characteristics:

- a. Dial tone first/touch-dial service.
- b. Phones with a steel housing that protects the counting, collecting, storing and electronic components of the telephone.
- c. Phones that provide for ease of operation and have clearly defined instructions on the faceplate.
- d. Phones with a weatherproof housing design that resists the most severe weather conditions and intentional abuse. (For outdoor units only.)
- e. Industry standard design.
- f. An armored handset cord that is durable, has a corrosion-resistant steel interior cabling, and contains a cord anchoring system that withstands a pull force of 800 pounds so as to minimize out-of-service conditions.
- g. M16 electronic coin validation system that provides for coin discrimination through microprocessor controlled sensors that determine the physical characteristics of coins, detect slugs, and prevent jams from bent or oversized coins.
- h. Coinbox with a self-locking mechanism and a seal on the opening lever to ensure coins are not tampered with.
- i. Security seals on the coinbox.

- j. Alloy tamper proof and weather resistant locks on the upper and lower housings.
- k. Discrete tones upon coin deposits.
- l. Slug rejection chute design.
- m. Anti Stuffing Device (ASD) designed to deter fraudulent activity in the coin return.
- n. Floating case hardened metal plate to prevent side drilling entry.
- o. Installations that are reinforced by four (4) security studs to prevent theft of telephones.
- p. Compliance with all applicable hearing impaired legislation, including but not limited to, the Americans with Disabilities Act (ADA) and the Telecommunications Act of 1996. All handsets shall have a volume control button and be hearing-aid compatible. Selected units shall provide TDD capability.
- q. Telephone equipment shall be provided at a minimum with the following information available on the equipment:
  - 1. Price
  - 2. Emergency Procedures
  - 3. Dialing Instructions
  - 4. Identity of Long Distance Carrier
  - 5. Company Name
  - 6. Complaint Referral Number (Toll Free)
  - 7. Operator Information

**D. ADVERTISING AND OTHER VENDING MACHINES**

With the exception of the change machines, the concessionaire shall not install, maintain, or operate any coin-operated device or any machine for the vending of food, beverages, tobacco, or merchandise of any kind unless otherwise expressly authorized to do so by the City. The City especially reserves to itself the exclusive right to install, maintain, and operate any such coin-operated device for vending machines in the Airports. The concessionaire shall not install any commercial advertising on Public Telephone Fixtures unless expressly authorized to do so by the City.

**E. CABLE REQUIREMENTS**

(1) Cable Access

Where City owned cable and wiring is available within the terminals at PHL or anywhere else on PHL property which may be useful in PPT connectivity, DOA may authorize such use at its discretion. In all other

cases, the concessionaire will be responsible for the installation and maintenance or wiring and cable to establish its authorized PPTs. Concessionaire will coordinate its installation and maintenance with, and comply with the reasonable instructions and requirements of, DOA and any agent of the City, including City's current CISM cable maintenance contractor.

Any and all future costs for telephone equipment relocation or new installations in PHL including Terminal One or in other areas of the Airports will be at the Concessionaire's sole cost and expense.

(2) Other requirements related to cable management include the following:

- a. Unless City Cable is available under the terms of Section E.1 above, the Concessionaire shall be responsible for the installation of all cable and conduit back to the nearest suitable Intermediate Distribution Frame (IDF) area for new pay phone locations.
- b. All new PPTs are subject to the review and approval of the Division of Aviation's Design and Construction and Information Technology Sections.
- c. Cable must be Systemax, ATT/Lucent Cat 3, 2010 Cable (4 Pair) or DOA approved substitute.
- d. Cable must be in rigid conduit (EMT indoors) 3/4" minimum size and is subject for review and approval by the Airports Information Technology Section.
- e. Installation of all cable and conduit must be inspected and approved by DOA and or its designated representative who will perform the actual connection to the Airports' cabling system.
- f. During the Term of the Agreement any and all cable and conduit installed by Concessionaire shall remain the property and responsibility of the Concessionaire. At Agreement expiration or upon removal of any pay phone, any and all associated cable installed by concessionaire shall become the property of the City of Philadelphia.
- g. Any problem with the cable connection to any pay phone from the Central Utility Building (demarcation point to that payphone) is the responsibility of the Concessionaire to correct.
- h. The City is not liable for any revenue not collected from any pay phone for any reason.

## F. INSTALLATION REQUIREMENTS

All improvements shall be completed and all Public Telephone Fixtures installed by the concessionaire with due diligence and all Concessionaire's PPTs shall be fully operational at the Airports in accordance with an established schedule.

CONCESSIONARIE IS AWARE THAT TIME IS OF THE ESSENCE FOR THE PAY TELEPHONE INSTALLATIONS UNDER THIS CONTRACT.

Upon Agreement expiration, if a new Concessionaire is awarded the concession to provide public pay telephones at the Airports, an equipment change-out process will be provided for that will include a schedule of no more than six months for the installation of pay phone and equipment transition for new phones to be completed, such schedule being determined at the sole discretion of the City. The concessionaire under this agreement will be bound to maintain equipment in place during the transition period. During this period the minimum annual guarantee shall be voided and payments for operation of the transitioning concession shall be made on the basis of the percentage amount due for the concession fee by both the incumbent and the incoming Concessionaire.

#### G. MAINTENANCE AND REPAIR

(1) The Concessionaire shall provide or cause to be provided at its own expense all maintenance required of the Public Telephone Fixtures. Concessionaire or its authorized subcontractor shall provide for the maintenance of the Public Telephone Fixtures through on-site Airport Site Managers and Airport Service Technicians who will inspect the PPTs during regular maintenance rounds. A complete inventory of replacement parts, sufficient to serve approximately 10% of the telephones, will be maintained at the Airport by Concessionaire. The maintenance provided under this contract by the Concessionaire shall include, but is not limited to the following:

##### a. Service

The Concessionaire shall be responsible for the cleaning of all interior and exterior surfaces of the telephone booths, including windows and doors. The Concessionaire agrees that the PPTs will be cleaned daily. Directory stands, if required, will be provided with usable directories. The directory stands shall be inspected weekly, and tattered or torn directories shall be replaced coincident with the inspection.

The Concessionaire shall keep neat and clean all areas immediately adjacent to its Public Telephone Fixtures. The concessionaire shall keep all PPTs and all other fixtures of any nature, used in connection with its operation, whether owned by the City or by the Concessionaire (or its subcontractors), in good condition, order and repair at all times. Should damage or breakdowns occur, repair and/or replacement shall be made by

the Concessionaire at the election and to the satisfaction of the City. All PPTs and other fixtures of any nature which in the opinion of the City are worn or damaged so as not to present a good appearance or become incapable of being kept in good working order must be removed and replaced by the Concessionaire upon receipt of written notice to that effect from the City. All maintenance, repair and replacement of equipment, fixtures and furnishings shall be at the Concessionaire's sole cost and expense. All PPTs that are out of order shall be properly noted for the benefit of customers and promptly repaired. Any out-of-order signs shall be approved by the DOA prior to posting.

- b. Repair or replacement of all telephone booth handles, doors, windows, ceilings walls, partitions, and floor coverings.
  - c. Repair or replacement of lighting fixtures including bulbs, ballasts, starters and tubes.
- (2) The Concessionaire shall provide two (2) Airport Service Technicians who will perform daily on-site inspections and maintenance to keep the Airport facilities and all improvements thereto in good condition, order, and repair at all times. Upon expiration or earlier termination of this contract, the concessionaire shall surrender the Airport facilities in the condition in which it is required to be kept, reasonable wear and tear excepted.

Inspections performed by Airport Service Technicians shall include visual and payphone inspections to determine the following:

#### VISUAL INSPECTIONS

- Is the phone clean?
- Is the enclosure clean and free of debris?
- Are proper signage and instruction cards available, accurate, and clean?

#### PAYPHONE INSPECTION

- Is there dial tone?
- Do coins register properly?
- Does the keyboard function properly?
- Does the handset work properly?
- Does the volume control work properly?
- Does the card reader function correctly?
- Can local and long distance operators be reached?

- Can directory assistance be accessed?
  - Does the customer service number work?
  - Is the coin return chute clear?
  - TDD functioning on required units?
- a. The Concessionaire shall provide two (2) dedicated technicians trained in pay telephone repair assigned to the Airport during the regular business day (Monday to Friday except Holidays, approximately 8 a.m. to 5 p.m.) and access to repair services on a 24-hour basis, 7 days a week, 365 days a year.

The emergency response time for all major repairs must be within one hour. All maintenance, repairs, and equipment replacements will be made at Concessionaire's expense. Additionally, all moves and changes will be made at Concessionaire's expense.

## H. UTILITIES

(1) The City will furnish the Public Telephone Fixtures with the following:

- a. Electric current for general illumination and powering of Concessionaire's equipment. The City reserves the right to charge the Concessionaire for all additional electric current used for any other purpose, such charges shall be paid for monthly by the Concessionaire at the rate or rates to be prescribed from time to time by the City. At the election of the City, the amount of electric power for which the Concessionaire is charged will either be estimated or measured by meter.
- b. Standard heat and air-conditioning to an even working temperature during those periods in which it is customary to furnish such utilities in business properties in the City of Philadelphia.
- c. No sewer facilities other than those designated for usage in common with other tenants or the general public.
- d. No janitorial, window cleaning or trash removal services. Such services shall be provided by the Concessionaire at its sole cost and expense. The Concessionaire will be required to clean all public telephone equipment daily, as set forth above.
- e. No other utilities, facilities or services other than those specifically stated herein.

## I. "0+" LONG DISTANCE SERVICE REQUIREMENTS

The Concessionaire, while providing "0+" dialed long distance service on pay telephones, shall be responsible for satisfying the following requirements at all times during the Term and any Renewal Term (s) of the Agreement.

**CONCESSIONAIRE ACKNOWLEDGES THE NEED TO ASSESS CHARGES THAT ARE FAIR AND REASONABLE FOR THESE TYPES OF CALLS.**

1. Concessionaire shall provide “0+” and “1+” dialed long distance service on all pay telephones covered by this contract. 0+ calls are made by dialing 0 before the number called and may require operator assistance for completion. These calls are billed to the number called (collect), a different number (third party), or a credit card. 1+ public calls from payphones are made by depositing coins into the telephone.
2. Concessionaire shall provide “0+” and “1+” coin dialed long distance service to all future telephone locations designated by the City within the facilities covered by this contract.
3. The number of pay telephones installed and/or operational at any given time may change due to the repair or replacement of equipment, Airports or City facility renovations and expansions, and other reasons not caused by the Concessionaire. However, notwithstanding any increase or decrease in the number of installed and/or operational pay telephone, there will be no change in the payments due to the City by the Concessionaire.
4. Concessionaire shall provide operator assistance from staffed operator locations. Concessionaire’s operators shall be trained information providers. Operators shall display the highest standards of customer service. Concessionaire’s operators shall provide the customer assistance and services for Public Telephone users at the Airports (excluding collect only phones) as set forth in Section 2.2.2D.1.d. of this Statement of Work.
5. Concessionaire shall provide “branding” on all calls pursuant to the requirements of the Federal Communications Commission (FCC) and Pennsylvania Utility Commission (PUC). Concessionaire shall identify itself audibly and distinctly to the consumer at the beginning of each telephone call and before the consumer incurs any charge for the call.
  - a. Concessionaire shall permit the consumer to terminate the telephone call at no charge before the call is connected. Concessionaire shall only bill consumers for completed calls. In the event that Concessionaire is found to have billed a party for a non-completed call, Concessionaire shall refund treble damages to customer.
6. **Concessionaire shall disclose immediately to the consumer, upon request and at no charge to the consumer, the following:**
  - a. **A quotation of its rates or charges for the call:**

**b. The methods by which such rates or charges will be collected:**

**c. The methods by which complaints concerning such rates, charges, or collection practices will be resolved.**

7. Concessionaire shall permit the consumer to terminate the telephone call at no charge before the call is connected. Concessionaire shall only bill consumers for completed calls.
8. Concessionaire shall not bill for busy or unanswered calls no matter how long the caller allows the ring or listens to a busy signal. Additionally, concessionaire shall not bill for network announcements.

**In the event that Concessionaire wrongly charges a customer for a non-completed, busy or unanswered call, then concessionaire shall refund to the customer treble the amount of charges assessed to the customer.**

9. Concessionaire shall provide free local emergency access to emergency public safety agencies including, but not limited to fire, police, and ambulance services. Concessionaire shall complete calls to local emergency agencies should the caller dial “00-“ instead of the local exchange company operator on “0-“ or the “911” emergency access.

Additionally, Concessionaire shall provide experienced operators who will follow emergency call handling procedures wherever a caller states that there is an emergency situation, or if the call sounds urgent, or there is some indication that an emergency exists, such as heavy breathing, background noises, etc. Upon receipt of an emergency call, Concessionaire’s operator shall connect the caller to the appropriate emergency agency. On all emergency calls, Concessionaire’s Operator shall remain on the line until conversation begins to ensure the parties are communicating. The call is then held at the OSPS position in the event the caller or the emergency agency flashes for further assistance. After the connection is terminated Concessionaire’s Operator shall document call details for Concessionaire’s records in case the call needs to be reviewed. Concessionaire shall provide complete copies of its records for any and all emergency call(s), at the request of the City.

10. Concessionaire shall provide experienced Operator who will follow emergency call handling procedures whenever a caller states that there is an emergency exists, such as heavy breathing, background noises, etc. Upon receipt of an emergency call, Concessionaire’s operator shall connect the caller to the

appropriate emergency agency. On all emergency calls, Concessionaire's Operator shall remain on the line until conversation begins to ensure the parties are communicating. The call is then held at the OSPS position in the event the caller or the emergency agency flashes for further assistance. After the connection is terminated Concessionaire's Operator shall document call details for Concessionaire's records in case the call needs to be reviewed. Concessionaire shall provide complete copies of its records for any and all emergency call(s), at the request of the City.

11. Concessionaire shall provide access to other long distance vendors in accordance with the Telephone Operator consumer Services Improvement Act of 1990 and FCC regulations related thereto. Concessionaire shall enable public telephone users at the Airports to access any long distance carrier by dialing the access codes provided by their carrier.
12. Concessionaire shall provide a calling area that includes all national locations and all international locations normally accessible by telephone from the United States as permitted by tariffs.

Concessionaire shall provide Operator Services that will provide all types of operator assisted calling (including station to station, person to person, card calls, collect, and third number billed calls) as well as a variety of specialty calling (including air to ground, marine, mobile, and conference calls).

Concessionaire shall also provide operators that are capable of providing assistance to customers in numerous foreign languages. Additionally, Concessionaire shall provide operators that are capable of completing calls to international locations normally accessible by telephone from the United States and these operators shall have the foreign country's operator assist in completing any call if necessary at no extra charge to the customer.

13. Except where stated otherwise in this Statement of Work, concessionaire shall provide telephone services (including but not limited local, IntraLata, InterLata, and international services) in accordance with Section 3.14 Rates of the Concession Agreement.
14. Concessionaire shall not assess additional surcharges or "value added feature" fees to telephone users without the express written consent of the City.
15. Concessionaire shall provide quality of service to users of the pay telephones that is consistent with the quality of service to which the public in the United States has become accustomed and shall not be adversely affected by this contract. Quality of service

includes, but is not limited to, speed of service, quality of transmission, and the courtesy, friendliness, and helpfulness or operator services personnel.

Concessionaire shall provide long distance 0+ service at the Airports that is consistent with the long distance 0+ service that is currently being provided to the City on other City payphones.

Concessionaire shall maintain at least a P.01 grade of service (with on end-to-end call completion target level of 99.00%.

Concessionaire shall also provide a network with dynamic, non-hierarchical routing capabilities that will allow virtually every call to be completed on the first attempt. Concessionaire shall continually monitor its network from a series of network management and operations centers to ensure optimal service levels.

Additionally, Concessionaire shall provide operators that are trained information providers. These operators will provide customer assistance and services for public telephone users (excluding collect only phones) in accordance with Section 2.2.2.d.1.d. of this Statement of Work..

16. Concessionaire shall provide rates that are either postalized or distance and time sensitive. Concessionaire's rates shall be based on type of call, dialing method (customer or operator dialed), and call duration. If the rates used by Concessionaire are distance and time sensitive, Concessionaire's rates shall be rated from the point of origin, i.e., from PHL or PNE.
17. Concessionaire shall make the following payment options available to the public when placing any calls:
  - a. Collect.
  - b. Third Party.
  - c. LEC and IXC calling cards.
  - d. Prepaid Calling Cards.
  - e. Foreign and domestically issued Visa, MasterCard,
    - d. AmericanExpress, and optionally, other bank and T&E cards must be accepted for payment of international and domestic phone calls from airline lounges and from other such locations designated by the City. Concessionaire shall ensure that clear and precise instructions for the use of these cards are posted on or near the telephones designated for this purpose.

Concessionaires shall supply a public telephone service that will provide end users with a full range of payment options, including automated credit card calls via a card insert

mechanism Concessionaire shall also enable callers seeking to pay using calling/credit cards not provided by Concessionaire to place calls by following the instructions provided by the card issuer. A caller using such a calling/credit card shall be able to gain access code. Once the caller has accessed the carrier's network, the caller can proceed with the call.

Additionally, Concessionaire shall enable callers seeking to use a LEC calling card for payment to place calls directly over the network. To use this method of payment, a caller simply dials 0+area code+number, and after hearing the branded tone, enters the card number or asks to speak with an operator.

Further, Concessionaire shall provide operators to assist users by providing calling procedures for completing calls using credit/calling cards.

18. Concessionaire shall ensure that appropriate signage and/or instructions are provided on each pre-subscribed pay telephone as required by law. This signage shall include, but shall not be limited to, the following:

1. Posting on or near the telephone instrument (in plain view of the consumers) the name, address, and toll-free telephone number of the concessionaire of operator services.
2. A written disclosure that the rates for all operator assisted calls are available upon request, and that consumers have the right to obtain access to the interstate common carrier of their choice and may contact their preferred interstate common carriers for information on accessing the carrier's service using that telephone.
3. The name and address of the enforcement division of the Common Carrier Bureau of the Federal Communications commission to which the consumer may direct complaints regarding operator services.

19. Concessionaire is required to provide the full range of operator service to which the public has become accustomed in the United States including redundant operator systems, alternate routing capability in the event of a failure, caller assistance, refunds, and credits.

To comply with these requirements, Concessionaire shall provide, at a minimum:

- a. Multiple Operator Service Centers that will handle operator traffic using Multi-Point Interflow that will enable Concessionaire to route calls to one of the



22. Concessionaire shall bear full responsibility for unbillable and uncollectible calls. Concessionaire shall also bear full responsibility for fraud or theft of service. Concessionaire shall not deduct from revenues on which commissions are paid to the City due to any unbillable and uncollectible calls, fraudulent calls, lost funds, theft, vandalism, repair, or replacement equipment. Concessionaire will pay commissions on all “unbillable completed calls” and will establish a process, in cooperation with the City that will enable the City to identify these calls and confirm commissions have been paid.

## **BUSINESS HOURS**

The PPTs provided by concessionaire shall be available for use twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

### **2.2.6 REVENUE STATISTICS**

Concessionaire shall be solely responsible for its future business in the concession investment. The City makes no warranties, express or implied, as to the extent or existence of revenue to be generated by concessionaire from the PPTs.

## **OTHER REQUIREMENTS**

### **A. CALLING CHARGES**

The Concessionaire shall charge fair, reasonable, customary, and nondiscriminatory prices for each chargeable telephone call. Respondent shall define rates to be charged for all calls, including the following.

1. Local Coin Calling Rate For Airports
2. Long Distance Coin Calling Rate for Airports
3. “0+” Charges

### **B. AIRPORT SECURITY AND CLEARANCE REQUIREMENTS**

Concessionaire’s employees, contractors and/or agents shall be subject to any background, fingerprinting, and security I.D. Badging policies that may be imposed from time to time by any Federal, State or Local authorities including the City and the DOA. The City will cooperate with Concessionaire in facilitating Concessionaire’s compliance with such policy requirements. Concessionaire shall comply with all Airport Regulations. A copy of such Airport Regulations shall be provided by DOA upon request.

### **C. RESPONSE**

Prompt repair response (within one day). Emergency response time shall be within one hour for twenty-four hours a day, seven days a week.

## **2.2.9 TERM**

The concession will be for a term as indicated in Section 1.2 in this document.

## **2.2.10 CONCESSIONAIRE'S FACILITY**

- A. The concessionaire will be permitted to occupy and use approximately 200 square feet of space (hereinafter called "facility") located at PHL.
- B. The facility shall be used solely for the conduct of the concession provided for herein and for no other purpose.
- C. The facility may be relocated, or increased or decreased in size at any time during the term of the contract by mutual agreement between the City and the concessionaire.
- D. The facility shall be improved, operated, and maintained at the concessionaire's sole cost and expense. If interim or permanent Airport modifications shall be required during the term of this contract which involves the concessionaire's facility, the City, in its sole discretion, may require the concessionaire to relocate all or any portion of its operation. Further, the City may require the concessionaire to remove any improvements authorized under this contract and restore the facility to the City's satisfaction. Such relocation, removal and restoration, if required, shall be at the concessionaire's sole cost and expense, and without liability to or against the City for any damages or loss of profits or costs that the concessionaire may suffer from such action.
- E. The concessionaire shall take the facility in an as-is condition and shall improve the facility in such a fashion as to meet the concessionaire's requirements. All improvements shall be at the concessionaire's sole cost and expense. Improvements as used herein shall mean all real property improvements and all fixtures and equipment that are permanently installed and thereby annexed to the realty; this shall include, but not be limited to, the floor, wall and ceiling covers and lighting fixtures, signage and all locks and security measures and permanently installed trade fixtures. All improvements shall be modern, first-class, safe, fire-resistant, attractive in appearance and architecturally compatible with the Airport.
- F. Plans and specifications of all proposed improvements, including signage, shall be submitted by the concessionaire to the City for the City's written approval prior to the commencement of any work. All of the initial improvements required hereunder shall be completed with due diligence.

No alterations, additions or improvements may be made to the facility at any time throughout the contract without the City's prior written approval.

Upon completion, title to all improvements shall immediately pass to the City and shall not be removed by the concessionaire upon the surrender of the facility, provided, however, that the City may require the concessionaire to remove such improvements and return the facility to its original condition, all to the satisfaction of the City. Such removal and

restoration, if required, shall be made at the sole cost and expense of the concessionaire.

### **2.2.11 IMPROVEMENTS - PUBLIC TELEPHONE FIXTURES**

- A. In addition to the facility, provided as a storage and maintenance center, the chosen respondent shall replace the existing public telephones throughout the Airport. The public telephones proposed for use at the Philadelphia International Airport must include the following:
1. Approval and certification by the Federal Communications Commission and appointed a Certification Number.
  2. Station users will be able to have free access to an operator for collect, third party, credit card, and will be able to originate calls to “800” numbers and “911) from these telephones without the requirement to deposit a coin or enter a credit card or a credit card number.
  3. Every public telephone will be equipped with voice amplification button to aid hard-of-hearing users.
  4. All public telephones will also be hearing-aid-compatible for persons equipped with hearing aids, and who wish to use them in conjunction with the telephone.
  5. The vendor shall also be required to provide special tactile or TTY public telephones for use by deaf persons and satisfy all ADA requirements.
- B. Prospective respondents are invited to visit the Airport to inspect the facilities and to familiarize themselves with the public telephone locations in order to appreciate the potential of a public telephone operation at the Airport.
- C. The concessionaire shall provide for its own use and at its own expense all public telephones, kiosks, directory stands, telephone booths, and PBX or call processor, if required (hereinafter collectively called “Public Telephone Fixtures”) necessary for the efficient operation of the concession. Plans for installation of Public Telephone Fixtures must be reviewed with the City and the City’s written approval obtained with respect to the items and the method of installation, prior to installation. All Public Telephone Fixtures shall be in accordance with the highest current standards and practices of the industry and shall, in the opinion of the City, be safe, fire-resistant and suitable in appearance, quality and quantity.
- D. All improvements and public telephone fixtures shall comply with the Airport’s terminal design standards and the highest current standards and practices of the industry and shall, in the opinion of the City, be safe, fire-resistant, and suitable in appearance, quality, quantity, and performance.

The City reserves the right at any time throughout the term of this contract to approve or disapprove public telephone fixtures. All public telephones shall be approved and certified by the Federal Communications Commission and shall be appointed an FCC certification number. In addition, all public telephone fixture installation shall conform to all applicable local, state and federal requirements and codes. All connections to, or extensions from, Airport utilities must have the prior approval of the City. The installation, removal and replacement of equipment at any time throughout the term of this contract must be coordinated with the City. The concessionaire shall establish a procedure acceptable to the City for indicating inoperable telephones during those periods when such equipment is pending repair, replacement or removal.

Title to all public telephone fixtures shall at all times during the term of this contract remain in the concessionaire. Upon expiration or earlier termination of this contract, the concessionaire shall cooperate fully with the succeeding Public Telephone concessionaire and together with the succeeding concessionaire and the City, the concessionaire shall plan and implement a change out of the public telephones such that the traveling public at the Airport shall not be deprived or inconvenienced in their ability to originate calls from public telephones during the transition.

The removal and any required restoration provided for herein shall be completed by the concessionaire upon the expiration or earlier termination of this contract. The City, at its sole discretion, may remove and dispose of all such items and restore the facility at the concessionaire's expense.

- E. All improvements shall be completed, and all public telephone fixtures installed by the concessionaire with due diligence, and the facility shall be fully operational and open for business at the earliest possible date.
- F. In submitting a proposal, the concessionaire shall agree to provide, as a minimum, the same type facility for that telephone as the phone being replaced, that is, a sit-down booth public payphone shall be replaced by a similar sit-down booth credit card phone. In addition, each battery of booths will require a directory stand containing the alphabetical directories for the Philadelphia Metropolitan Exchange and outlying suburbs. A Yellow Pages Directory shall also be required for Philadelphia. Offers by respondents to enhance this arrangement to include more sit-down booths will similarly enhance their proposal to the City.
- G. Efforts will be made by the City to obtain ownership or agreement to reuse existing cable pairs serving the existing to-be replaced payphones. In the event these efforts fail to achieve the desired result, respondents shall understand and agree to include wire serving all new public telephones in conduit. The Division of Aviation has a standing policy that all telephone wire shall be contained in conduit throughout the Airport. For any new public telephones placed during the course of this concession, the

respondent shall agree to arrange for conduits and wires to the new locations.

- H. Telephone equipment shall be completed at a minimum with the following information:
  - 1. Price
  - 2. Emergency Procedures
  - 3. Dialing Instructions
  - 4. Identity of Long Distance Carrier
  - 5. Company Name
  - 6. Complaint Referral Number (Toll free)
  - 7. Operator Information
- I. The concessionaire shall not install, maintain, or operate any coin-operated device or any machine for the vending of food, beverages, tobacco, or merchandise of any other kind unless otherwise expressly authorized to do so by the City. The City especially reserves to itself the exclusive right to install, maintain, and operate any such coin-operated device for vending machines in the Airport.

#### **2.2.12 CONCESSION AND PAYMENTS**

- A. As provided in Subsection 1.16.1, the MAG shall be paid on an annual basis no later than thirty (30) days after contract execution or the start of any annual renewal term. The cumulative concession percentage fee shall be calculated on a monthly basis, and if the cumulative concession fee exceeds the sum of the MAG plus prior monthly payments, the difference shall be due and payable on the thirteenth day of the following month.
- B. The City will assess and collect from the concessionaire a Use and Occupancy Tax on behalf of the School District of the City of Philadelphia. The concessionaire shall pay this and all other taxes of whatever nature that may be levied, assessed or charged upon the property, real and personal, or upon the rights and privileges granted hereunder.
- C. All payments for the Airport component of the concession shall be made payable to the City of Philadelphia. All such payments and statements shall be submitted to the Division of Aviation, Philadelphia International Airport, Philadelphia, PA 19153. A copy of payments and statements shall also be submitted to the Division of Communications and Engineering Services, Room 632 City Hall, Philadelphia, PA 19107.
- D. If the concessionaire fails to make any payments due hereunder within ten (10) days of the due date, the concessionaire will pay the same with interest effective as of the first (1st) day after the due date at the pro-rated rate of one and one-half percent (1-1/2%) per month until fully paid. If any payment remains unpaid for a period of ten (10) days after such payment becomes due, the City may give the concessionaire notice of

default, with a copy of said notice to the concessionaire's surety company. If the concessionaire fails to cure the aforementioned default within ten (10) days after issuance of written notice thereof, the City may confess judgment upon the concessionaire's surety bond for all amounts due. The concessionaire shall be permitted the use of the cure period for financial default a total of three (3) times during the term of this contract. If concessionaire fails to cure a third financial default after notice in accordance with this Paragraph, the City may confess judgment upon the concessionaire's surety bond for all amounts due and terminate this contract forthwith without further notice, and the City shall be free to exercise all other remedies set forth in this contract.

- E. Time is of the essence of this contract. All payments are due by 4:00 P.M. on the due date. Any payment that is submitted by the concessionaire to cure a financial default must be received no later than 4:00 P.M. on the final day of the cure period or such payment will not be accepted by the City as a cure of the default.
- F. The concessionaire shall give security, on or before execution of this contract to insure the faithful performance of all duties and obligations pursuant to this contract. The security shall be in the form of a performance bond in the amount of the greater of One-Hundred-Thousand Dollars (\$100,000.00), or fifty percent of the total estimated first year commissions to the City under the Airport concession, as determined by the City. The security shall be with a surety company approved by the City and shall be on the City's bond forms. If the concessionaire neglects or refuses to provide and maintain security at any time during the term of this contract, then the City may, at its sole discretion, after the issuance of five (5) days written notice to the concessionaire informing the concessionaire of such default, terminate this contract immediately without liability on the City's part.
- G. The concessionaire shall keep full and complete books of account, documentation and other records, whether in electronic, paper, or other form or medium, (records) relating to the provisions and requirements of this contract and, in so doing, shall comply with the minimum procedural requirements prescribed by the City. The City, through its duly authorized representative, shall have the right to inspect and audit the concessionaire's records related to the provisions and requirements of this contract at all reasonable times during normal business hours during the term of the contract and for a period of three (3) years after termination of the contract. If, as a result of such audit, it is established that concessionaire has understated the gross revenues and commissions (gross revenue), upon which the minimum guaranteed annual fee and the percentage fee are determined, received by it by five percent (5%) or more, the entire expense of said audit shall be borne by the concessionaire. Any fee amounts due as a result of the City audit are due and payable upon receipt

of written notice by the City to the concessionaire, including applicable accrued interest. The concessionaire shall retain said records for the current concession year and for the immediately preceding three (3) concession years; however, if any litigation claim or audit is commenced prior to the expiration of such period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal; if applicable law requires or permits a longer period, then the records shall be retained for such longer period. Upon the City's written request and within ten (10) business days of such request, concessionaire shall make such records available to the City for audit at the Airport or at some other mutually agreed upon location within twenty-five miles (25) of the Airport. Should adequate records not be made available by the concessionaire at the appointed location, then the additional cost of said audit including all reasonable travel, food, and lodging expenses incurred by the City shall, at the City's sole discretion, be borne by the concessionaire.

- H. The concessionaire shall, within sixty (60) days after the end of each concession year, or at such other intervals as the City may prescribe, submit to the City a written statement for such prior concession year (annual statement) of its (a) gross revenue, (b) any and all exclusions from gross revenue, (c) the total minimum guaranteed annual fee and the percentage fee due, and (d) the total amount of the monthly minimum guaranteed annual fee and percentage fee actually paid for such concession year under this contract. Each annual statement shall be accompanied by an independent auditor's report signed by an independent certified public accountant (CPA) prepared in accordance with auditing standards generally accepted in the United States of America established by the American Institute of Certified Public Accountants. The audit shall be conducted by an independent auditor licensed to practice in the Commonwealth of Pennsylvania selected by concessionaire and subject to approval by the City, which approval shall not unreasonably be withheld. Such independent auditor's report shall specifically state that (a) he has examined the accompanying annual statement, and (b) the annual statement presents fairly the gross revenue, any and all exclusions from gross revenue, the minimum guaranteed annual fee and percentage fee due, and the minimum guaranteed annual fee and percentage fee actually paid for the concession year in conformity with the terms of this contract. The cost of such independent audit shall be the responsibility of the concessionaire.

Such annual statement shall also contain a list of the gross revenue, by month, as shown on the books and records of concessionaire that were used to compute the monthly fee payments made to the City during the concession period covered by the annual statement.

In the event that the annual statement shows that the actual minimum guaranteed annual fee and percentage fee amounts paid to the City by concessionaire exceeds the total of such fee amounts due for the concession year, such excess shall be credited to the concessionaire in the months following receipt of the annual statement.

In the event that the annual statement shows that the actual minimum guaranteed annual fee and percentage fee amounts paid to the City by concessionaire is less than the total of such fee amounts due for the concession year, such difference, along with applicable accrued interest, shall be paid to the City concurrent with the submission of the annual statement.

In the event the concessionaire fails to submit the annual statement within sixty (60) days of the end of a concession year, the concessionaire shall be assessed a cumulative noncompliance fee of \$100 per day for each day that the annual statement remains not submitted to the City. In addition, if said annual statement remains not submitted to the City at the end of three (3) months after its due date, the Director of Aviation, at his/her sole discretion can revoke the concessionaire's permission to operate at the Airport.

- I. In the event that any report or other submission due to the City under the provisions and requirements of this contract is not submitted to the City on or before the specified due date, unless otherwise provided in this contract, the concessionaire shall be assessed a noncompliance fee of \$100 per day for each day such report or other submission remains not submitted to the City.

### **2.2.13 REVENUE AND COMMISSION REPORTS**

Revenue and commission reports shall be provided each month by the vendor to the Airport in a format and medium (media) stipulated by the Airport. 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 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 agency.

**C. CUSTOM REPORTS**

The vendor shall agree to develop additional reports as may be reasonably required by the City and to provide the City with such reports at a frequency to be stipulated by the City.

**2.2.14 COIN COLLECTION AND RELATED ACTIVITIES**

**A. DESCRIPTION OF ACTIVITIES**

The vendor 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 vendor shall describe in detail how refunds and customer complaints are handled.

**C. TROUBLE DETECTION AND REPAIRS**

The vendor shall describe in detail the trouble detection and repair procedures. It is expected that the detail will include measurement guidelines such as time objectives for restoration of out-of-service conditions.

**D. FULL COIN-BOX CONDITION**

The vendor shall describe the method to be used to detect full coin-in-box conditions.

## **E. STATION INSPECTION AND CLEANING**

The vendor shall describe the plan for periodic coin station inspection, station/booth cleaning, and calling instruction/directory replacement.

### **2.2.15 CITY RIGHTS TO ENTER**

The City reserves the right, through its authorized officers, employees and agents, to enter the concessionaire's facility at any reasonable time for the purpose of determining whether the concessionaire has satisfactorily performed all obligations imposed upon the concessionaire hereunder and for all other purposes incidental to or connected with the City's operation, maintenance and development of the Airport, including Airport modification, the City's performance of governmental functions, and the City's performance of its obligations hereunder. The City also reserves the right, as the City may deem reasonably necessary, to occupy any part or parts of the facility for the purpose of installing, maintaining, repairing or replacing thereon any water or sewer pipes, electrical lines, gas pipes or any other utilities.

#### **1. NO CHARGE TO THE CITY**

There shall be no charge to the City by the vendor for the telephone lines, station equipment, cabling, contractor work, associated wiring or any other cost to install and maintain the coin/card public telephone services.

#### **2. EQUIPMENT MAY BE SAME AS INSTALLED OR EQUAL**

Vendors may propose the same 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.

#### **3. RESPONSIBILITY FOR COSTS**

The vendor shall be responsible for all costs and/or penalties associated with the replacement of the existing stations, i.e. the reimbursement to the present service providing telephone company for the full cost of removing public/semipublic telephones.

### **2.2.16 OTHER FEATURES**

The vendor shall include in its proposal a listing of any features that are considered advantageous to the City 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 City.

## **2.2.17 ENCLOSURES AND PEDESTALS**

### **A. GENERAL REQUIREMENTS**

All existing coin operated stations and/or card-operated stations may be replaced on a one-for-one basis. 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 vendor shall offer a variety of enclosure and pedestal types to provide the City maximum options. The following enclosure types shall be offered as a minimum: i.e., wall, pedestal, booth, flush mount, and sit down units. The vendor is encouraged to offer a variety of these types plus additional types.

### **C. EXISTING ENCLOSURES**

Use of existing enclosures: Enclosures now residing on Airport facilities belong to the present Concessionaire. The selected vendor may (a) continue to utilize these enclosures or (b) the selected vendor may arrange with the current provider to retain these enclosures from the present owner, or (c) may install new enclosures that conform to, or are an approved equal.

## **2.2.18 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

The awarded vendor shall ascertain that all coin/card station installations comply with the Act, i.e., height of coin slot, accessibility by wheel chair, etc. If in-place stations are retained, locations not in compliance must be brought into compliance.

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## **2.3 CITY OFFICE BUILDINGS AND OTHER CITY BUILDINGS AND FACILITIES**

### **2.3.1 SCOPE OF SERVICES**

- A. The City Facility Concessionaire shall also extend its scope of services to City Office Buildings and Other City Buildings and Facilities as required by the City. These services shall be provided to various and separate buildings throughout the City of Philadelphia, including, but not limited to, City Hall, Municipal Services Building, Criminal Justice Center, Police Headquarters, Fire Administration Building, Public Health Centers, District Attorney Office, Recreation Centers, Sports Complexes, and organizations and agencies related to the City, as determined by the City in its sole discretion.
- B. The PPT specific locations for this component of the City Facilities Concession will be determined by the City. They are likely the building lobby areas, floor hallways, etc.
- C. The scope of services shall also include temporary pagers to be used in special events.

### **2.3.2 REQUIREMENTS**

#### **A. GENERAL REQUIREMENTS**

In general, the furnishing and operation of the PPT service system in these buildings and facilities shall meet the requirements set forth under Section 1 and Subsection 2.2, with some exceptions, such as:

- 1. Kiosk for internet and fax connection may be allowed at the City's sole discretion;
- 2. No dedicated technician on site, thus no facility provided;
- 3. Different City agency responsible for collecting the commission from the concessionaire.

#### **B. ADDITIONAL CONDITIONS**

In addition, respondents shall meet the following additional and/or supplemental conditions:

##### **1. NO CHARGE TO THE CITY**

There shall be no charge to the City by the concessionaire for the telephone lines, station equipment, cabling, contractor work, associated wiring or any other cost to install and maintain the coin/card public telephone services.

##### **2. EQUIPMENT MAY BE SAME AS INSTALLED OR EQUAL**

Vendors may propose the same 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.

### **3. UPGRADING COIN/CARD STATIONS**

Although evaluation points will not be specifically awarded for changing the in-place coin/card public stations, concessionaires are encouraged to consider upgrading the equipment to a series of smart telephones during the period of the contract.

Smart phones shall have the following capabilities:

- To be able to be diagnosed for problems from remote site;
- To be able to be programmed feature changes, such as call blocking, ID and rate changes, etc., from remote site;
- To be able to detect and transmit the coin-box fullness conditions, the amount collected in the box, etc., to remote site;

### **4. RESPONSIBILITY FOR COSTS**

The concessionaire shall be responsible for all costs and/or penalties associated with the replacement of the existing stations, i.e. the reimbursement to the present service providing telephone company for the full cost of removing public/semipublic telephones.

#### **2.3.3 OTHER FEATURES**

The respondent shall include in its proposal a listing of any features that are considered advantageous to the City 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 City.

#### **2.3.4 OPERATIONAL STANDARDS**

The coin/card telephone stations shall have the following minimum operational standards:

- A. Coin stations shall provide free calling to emergency service, 911 and 0.
- B. Shall provide free calls to 800/888/877 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.

- E. Shall provide access to IntraLata and InterLata carriers through 800, 888, 877, 950, 10XXX, or any other FCC/PUC approved access codes.
- F. Vendor 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 vendor'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 and the Telecommunications Act of 1996.
- J. The stations shall display the name of the vendor(s) providing local, IntraLata and InterLata service.
- K. The stations shall display the telephone number of the station vendor'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 vendor 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.

### **2.3.5 STATION EQUIPMENT**

The coin/card telephone shall have physical and design characteristics that include the following:

- A. Dial tone first/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. Industry standard design.
- E. An armored handset cord that is resistant to stretching and breaking to minimize out-of-service conditions.
- F. Magnetic coin stop to capture non-coin deposits.

- G. Automatic locking coin receptacles.
- H. Security seals on coin receptacles.
- I. Tamper proof locks - upper and lower housings.
- J. Discrete tones upon coin deposits.
- K. Slug rejection chute design.
- L. Chute string cutter to prevent stuffing of chute.
- M. Floating case hardened metal plate to prevent side drilling entry.
- N. Meet the requirements of the hearing impaired legislation and the Americans With Disabilities Act and the Telecommunications Act of 1996.

### **2.3.6 REVENUE AND COMMISSION REPORTS**

Revenue and commission reports shall be provided each month by the vendor to the City agencies as specified by the Mayor's Office of Information Services. As a minimum, the reports shall include the following:

#### **A. TELEPHONE GENERATED REVENUES**

- 4. Monthly gross revenue generated by each telephone by sent-paid and non-sent-paid categories.
- 5. Monthly gross revenue generated by each telephone by sent-paid and non-sent-paid categories, summarized by location.
- 6. Monthly gross revenue generated by each telephone by sent-paid and non-sent-paid categories, summarized by agency.

#### **B. TELEPHONE GENERATED COMMISSIONS**

- 4. Monthly gross revenue generated by each telephone by revenue category, i.e., local, IntraLata, and InterLata, with accompanying commissions calculated by telephone.
- 5. 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.
- 6. 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 agency.

#### **C. CUSTOM REPORTS**

The vendor shall agree to develop additional reports as may be reasonably required by the City and to provide the City with such reports at a frequency to be mutually agreeable to both parties.

**D. MONTHLY SUMMARY**

A monthly report on a mutually agreeable media summarizing the statistics for stations in each agency shall be supplied to the Mayor's Office of Information Services within 30 calendar days after the end of the month.

**E. SIX (6) MONTH DETAILED REPORTS**

A complete set of the detailed reports shall be supplied to the Mayor's Office of Information Services at six (6) month intervals commencing on a mutually agreeable date and media about six (6) months after the effective date of the contract.

**2.3.7 COIN COLLECTION AND RELATED ACTIVITIES**

**A. DESCRIPTION OF ACTIVITIES**

The vendor shall describe in detail how the following activities are accomplished:

5. The collecting, recording and maintaining of records on the amount of coins collected by station.
6. The updating of the data base for commission purposes.
7. The establishment of the collection intervals on a station by station basis.
8. The assurance that there is proper accounting of originated revenues generated and that accurate commissions are paid.

**B. REFUNDS AND COMPLAINTS**

The vendor shall describe how refunds and customer complaints are handled.

**C. TROUBLE DETECTION AND REPAIRS**

The vendor shall describe in detail the trouble detection and repair procedures. It is expected that the detail will include measurement guidelines such as time objectives for restoration of service in the event of a service outage.

**D. FULL COIN-BOX CONDITION**

The vendor shall describe the method to be used to detect full coin-in-box conditions.

**E. STATION INSPECTION AND CLEANING**

The vendor shall describe the plan for periodic coin station inspection, station/booth cleaning, and calling instruction/directory replacement.

**2.3.8 ENCLOSURES AND PEDESTALS**

**A. GENERAL REQUIREMENTS**

All existing coin operated stations and/or card-operated stations may be replaced on a one-for-one basis. 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 vendor shall offer a variety of enclosure and pedestal types to provide the City maximum options. The following enclosure types shall be offered as a minimum: i.e., wall, pedestal, and booth, flush mount. The vendor is encouraged to offer a variety of these types plus additional types.

**C. USE OF EXISTING ENCLOSURES**

Enclosures now residing on City owned, managed or leased facilities belong to Bell Atlantic-Pennsylvania, Sprint, GTE, City, ALLTEL, or other current service providers. The existing enclosures are "grandfathered" by this RFP. The selected vendor may (a) continue to utilize these enclosures or (b) the selected vendor may arrange with the current provider to retain these enclosures from the present owner, or (c) may install new enclosures that conform to, or are an approved equal.

**2.3.9 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

The awarded vendor shall ascertain that all coin/card station installations comply with the Act, i.e., 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 vendor shall install an Ultratec Pay Phone TDD M240, OR APPROVED EQUAL, at no cost to the City.

**2.3.10 REVENUE STATISTICS**

Estimated annual Gross Revenue from telephones located in City office buildings and other City facilities is one of many bases for the RFP. Respondents should consult these figures in developing their proposed offering. There will be no guarantee on the amount of Gross Revenues. Respondents shall be solely responsible for their future business in the concession investment.

### **2.3.11 CALLING CHARGES**

The Concessionaire shall charge fair, reasonable, customary, and non-discriminatory prices for each chargeable telephone call. **Respondents are required to provide a full description of their rate structure for long distance calls, including applicable hours for various levels of rates, and to complete and include Attachment VI with their proposal submission.**

## **2.4 PHILADELPHIA PRISON SYSTEM**

The Philadelphia Prison System component of the City Facilities Concession includes two distinct and separate telephone systems: (1) the Inmate Telephone System; and (2) the coin/card-operated PPTs in each correctional facility for the use of the public.

### **2.4.1 INMATE TELEPHONE SYSTEM**

#### **A. GENERAL INFORMATION**

(1) **VENDOR QUALIFICATIONS-** Vendor proposals must present evidence that Inmate Phone Services have been provided for at least five years to correctional facilities housing more than 2000 inmates in multiple facilities which are networked to a single inmate phone management system. Vendor must further be able to provide references for one site meeting the above referenced criteria as well as three additional sites of at least 2000 inmates. Vendor must be able to demonstrate the proposed system in a live demonstration at a facility where system is currently installed and working. It is understood that all systems may not meet all features required by this solicitation. Major compliance with requirements should be available for demonstration.

#### **(1) SCOPE OF WORK**

The City of Philadelphia is soliciting proposals from prequalified vendors to provide an Inmate Telephone System for the Philadelphia Prison System (PPS).

#### **(2) REASON FOR THIS PROCUREMENT**

The intent of the procurement is to replace an existing Inmate Telephone System that:

- a. Provides inmates the opportunity to place calls to maintain community ties and assist in making contact with their attorneys and authorized representatives.
- b. Operates in a manner consistent with security needs and requirements

**(3) VENDOR RESPONSIBILITY**

- a. The selected vendor will be responsible for furnishing all equipment and services to the City to operate an Inmate Telephone System in the facilities of the Philadelphia Prison System: Alternative and Special Detention (ASDCU, MODS I and III, Cannery Work Release Program, and the Youth Study Center), Curran-Fromhold Correctional Facility, Detention Center, House of Correction, and the Philadelphia Industrial Correctional Center Riverside Correctional Facility, Holmesburg Holding Unit , 2815 N. Cambria Street, and facilities to be constructed, leased or occupied during the period of this concession. Full access to the system by the PPS Internal Affairs Division is required. This is to be a totally turnkey project from project planning, installation and implementation, through on-going maintenance for all components. The Inmate Telephone System is to be provided by the vendor at no cost to the City and the vendor is to provide a fair commission to the City for the privilege of providing these services. The vendor must install and implement this system with minimal, as defined by the City, interruption in services. A transition plan for both the network hardware and software as well as phone instruments must be provided.
- b. All equipment to be provided must be specified by manufacturer and model number.
- c. The vendor to whom this concession is awarded is in no way relieved of the responsibility for the performance of equipment or software supplied by other vendors, nor is the vendor to whom the concession is awarded relieved of the responsibility for the timely delivery, maintenance and installation of such equipment. The vendor to whom the concession is awarded shall be responsible for providing for and arranging for service and parts for this equipment.
- d. Notwithstanding the details presented in these specifications, it is the responsibility of the vendor to verify the correctness of the material lists and the suitability of devices proposed, to meet the intent of these specifications.
- e. Any equipment or software required to provide a complete and operational Inmate Telephone System and not specifically mentioned herein, shall be provided by the vendor, it being understood that the proposed concession and agreement requires a completely operational Inmate Telephone System that meets the standards of quality and reliability expected of a public safety communications system.

- f. If, after completion of installation and testing, the equipment or software, or system furnished, fails to perform in accordance with these specifications, it will be the responsibility of the vendor to identify and correct the source of the failure in a timely manner as defined by the City, or to replace said equipment or software with new equipment or software which will perform in accordance with these specifications at not cost to the City. Temporary service at no charge to the Coty, Inmate or called party must be provided in the event of such default.
- g. Detailed explanation of rates that will be billed to parties accepting collect phone calls as well as a minimum guaranteed commission and commission percentage over guarantee must be provided. Rate or billing increases must be communicated to the PPS consistent with Subsection 2.4.4C.4 of this document.
- h. Detailed specifications and catalog sheets shall be provided for all equipment items quoted.
- i. A detailed description of the system operation shall be provided as part of the proposal.
- j. The vendor is to provide a comprehensive listing of the duties and responsibilities of the vendor, mandated by this RFP, as understood by the vendor. Vendor is also responsible to ensure user transparent transition for current system to new system.
- k. Vendor must provide full time, on site, System Administrator. Duties will include, but will not be limited to, quality control, report production, database maintenance, security, trouble monitoring, etc.
- l. Equipment and software furnished must be of the most recent model and version as are reasonable in the mutual agreement of the City and the vendor.
- m. All telephone records must be available for a period of not less than 7 years. Upon contract termination vendor must assure that information is available for 7 years.

## **B. SCOPE OF SERVICES**

### **(1) GENERAL**

The specifications outline an Inmate Telephone System that will be installed and operated in the Philadelphia Prison System. This system must be capable of providing both direct and collect phone calls with restrictions as described in Subsection 2.4.1B6. This system must be fully automated, interfaced with the Prisons MIS, user friendly, well maintained, durable, available and secure. This

system must charge no more per call than the tariffed rates for most predominant local carriers. Vendor is to provide a narrative system overview of no more than three (3) typed pages in length describing the system architecture, features, and security.

**(2) DEFINITION OF TERMS**

**Inmate Phone -** A security telephone instrument with a restricted outgoing only phone line to be used by inmates to communicate with legal or community contacts.

**Direct Call -** An outgoing local (geographic City of Philadelphia) phone call which is provided at no charge to the inmate or the phoned party. Each inmate is presently provided free of charge 10 minutes per day. There is currently no limit on the number of calls that can be made within that time period. Call timing is in seconds. Any portion of a second counts as a second.

**Collect Call -** An outgoing phone call which when accepted is paid for by the person receiving the call. These calls may be local or long distance. Each inmate is presently provided 15 minutes per day. All other attributes are the same as direct calls.

**Legal Call -** An outgoing local call placed from a designated phone to an attorney or approved Criminal justice of advocacy group in the geographic City of Philadelphia.

**Law Library Calls -** Calls placed to Philadelphia-based attorneys, criminal justice or advocacy offices. Calls made from Law Library are not counted against inmate's daily allotment. There is no limit on the number of calls per day.

Calls placed to phone numbers on Law Library list may be called from housing unit phone, but will be charged against daily call allowance.

**Allowed Numbers -** Each inmate may record five personal phone numbers for calling. They may record numbers that are located anywhere within the U.S. and Puerto Rico. Only phone exchanges that are within the geographical boundaries of the City of Philadelphia may be direct calls.

In the event that an inmate's attorney is located outside of Philadelphia, a sixth phone number

may be requested. The number is subject to verification. This number is called collect.

**Law Library Database** - Database of all attorneys licensed to practice in Philadelphia. Also include selected Courts, DA, Probation, Masters and related numbers (12,000+ entries).

Database entries may be made only by system administrator with verification.

**Single Data Base** - All PINS must be available for use in any or all facilities within one hour of initial entry.

All additions or deletions of called numbers must be available for use in any or all facilities within 24 hours of use.

**3-Way Call Detention** - All direct and collect calls except those from the Legal Database are subject to immediate disconnection upon any attempt on the part of the call or called party to add extra digits to the line.

Calls placed from the Law Library are to be flagged when 3 way is detected, but will not be disconnected.

**System Time Parameters** - All system time parameters must be user defined and changeable within security boundaries.

**Announcements** - The system must have a series of announcements including, but not limited to, call monitoring and recording, time remaining announcements and call coming from correctional facility.

**Lock-Out Intervals** - The system must have the ability to disallow calls by a specific PIN for user-defined intervals, minimum minutes.

**PIN Volume** - The system must have the ability to maintain at least 12,000 active PINs on line.

**PIN Selection** - The system must support PINs of a minimum 10 characters in length with the entire number to be user selected.

**Archiving** - The system must retain a minimum of six (6) months of voice and call records on line, and off site and on site maintain backup of such

information for 7 years which includes at a minimum PINs, call detail records, voice recordings and allowed calling numbers.

**Station Attributes** - Characteristics of individual stations include, but are not limited to, lock-out times, disconnect, daily schedule, PIN requirement, etc., ability to individually control from central station.

**Security** - System must have at least five levels of security from supervisor down to read-only access.

**Reports** - System must be able to produce reports consistent with attached list and ad hoc reports on any selected data elements.

**Interface** - System must provide interface to PPS with management system consistent with attached specifications.

**System Administrator** - There must be a minimum of one on site system administrator, 40 hours per week, Monday through Friday, hours flexible between 8:00AM and 6:00PM. Additionally, support for system administration issues must be available 24 hours a day, 7 days a week. The system administrator is subject to all PPS policies regarding clearance and job performance. The System Administrator may be called as a witness to verify the call detail and voice recordings on a frequent basis. The resume of the system administrator must be submitted, in advance of placement, to the PPS for approval.

**Call Restriction** - The system must be able to allow for the restriction of user defined phone numbers, either globally or by PIN.

**Transition Plan** - A plan for transition from the existing Inmate Phone system to the replacement system must be submitted. No transition costs are to be paid by the City or PPS. This transition must be as transparent as possible to system users.

**(3) SYSTEM PRELIMINARY DESIGN - Philadelphia Prisons Description**

Please see Attachment VIII - Philadelphia Prisons Policies and Procedures

**(4) PHONE LOCATION, NUMBER, AND ANTICIPATED CALL VOLUME**

- a. Inmate phones are located in three primary areas throughout the facilities for outgoing calls only. These areas are the receiving room, law libraries and housing areas.
- b. The breakdown of the Inmate Phones by facility is as follows: Alternative & Special Detention (ASD and satellites) 45, Curran-Fromhold Correctional Facility (CFCF) 208, Holmesburg (HSBG) 5, Detention Center (DC) 110, House of Correction (HOC) 92, Philadelphia Industrial Correctional Center (PICC) 942, Riverside Correctional Facility (RCF) 66, Cambria Community Center (CCC) 17. For a complete breakdown please see Exhibit "Inmate Phone Counts as of June 2007".
- c. In the intake area phones are available twenty-four hours per day, seven days per week. Upon admission inmates may make one phone call of five minutes duration. These are collect phones. There are presently about 36,000 admissions per year.

The law library phones are for outgoing legal calls only. These calls are not recorded. A list of allowable numbers for these phones will be entered by the vendor for universal access by PPS inmates. These are direct phones. These phones will be available during Laws Library operational hours only. Calls are limited to the City of Philadelphia only. This will be between 8-10 hours per day, six days per week. Call length is to be user defined and may be modified. No 800, 888, 900, 877, etc., calls, collect, or incoming calls are allowed. There is no limit on the number of calls an inmate can make in the law library.

The housing area phones are operational from approximately 8 AM to 10:50 PM seven days per week. Each inmate is currently permitted to make direct community calls totaling eleven minutes and collect calls totaling sixteen minutes per day. These parameters are to be user definable.

**(5) GENERAL REQUIREMENTS**

A complete system design is required by this procurement document. The outlined performance standards are intended to formulate a guideline from bidders in their engineering of the system. If additional items are required or a deviation from these guidelines is necessary, the respondent is responsible to identify these variations in the proposal. System quality and integrity are the responsibility of the successful bidder.

**(6) SYSTEM PERFORMANCE STANDARDS**

The implementation of an Inmate Telephone System for the Philadelphia Prisons System will require the following features to be present in the successful vendor's system.

- a. The system must provide the ability to be accessed by bar code scanning, entry of a seven-digit police ID number (PID) or voice printing, plus a Personal Identification Number (PIN). The total character access set must consist of a minimum of 10 characters led by an optional O.
- b. This system must provide the ability to control inmate call placement and timing through the assignment of Personal Identification Numbers (PIN) or other access methods listed in Subsection 2.4.1B6a above.
- c. The system must provide the ability to place call restrictions by PIN, by phone location or by other methods as listed in Paragraph 2.4.1B6a above.
- d. The system must provide the ability to manage program restrictions in the phone system at a central location specified by the Prisons. Entry of PINs, allowed #'s and other user-defined data must be possible in each facility and centrally.
- e. The system must provide security that restricts management by level of system administration granted to user.
- f. The system must provide a multilingual automated operator and allow no access to live operators
- g. The system must provide the ability to record automated operator scripts in any spoken language. On line number of languages are to be determined.
- h. The system must provide an automated announcement that the call is from an inmate in a correctional facility initially and allow for acceptance or rejection of the call by the called party. The inmate or called party must not have the ability to hear or be heard by each other during the call acceptance process. This message must additionally be played periodically throughout the call.
- i. The system must provide an automated announcement during the acceptance process that, with the exception of Legal Calls, all calls are subject to recording and monitoring. This announcement must again be heard and recorded upon completion of the call acceptance process as soon as both the inmate and called party are connected

- j. The system must provide the capability for blocking outgoing call by individual phone number, area code or exchange. This includes blocking 800, 888, 877, 900, etc., numbers as determined by the PPS.
- k. The system must provide a method of restricting phone availability by time of day use, either for the entire system, individual phone or PIN.
- l. The system must provide the ability to automatically control call duration consistent with Philadelphia Prisons procedures.
- m. The system must provide the ability to, throughout the call, prompt the inmate as to the amount of time remaining on the call. This must work in concert with the overall call timing as presented in Subsection 2.4.1B4c.
- n. The system must provide the ability to monitor and record all calls with the exception of Legal Calls. Selective recording capabilities must be available as well. Selection by phone, PIN, facility, dialed number, or other methods described in Subsection 2.4.1B6a with the exception of legal calls from a user-defined central point and user-defined locations should be possible. All recording must be transparent and undetectable to the both the inmate and the called party. All recording must be without any click, volume loss, or sound.
- o. The system must provide the ability to provide blocks of numbers to be universally accessed by inmates either on a collect, direct or legal basis.
- p. The system must provide the capability for call timing to begin when the call is answered by the called party.
- q. The system must provide the capability to utilize a paperless debit calling system at calling rates that are reduced commensurate with the reduction in collection risk and billing efforts.
- r. The system must provide security functions that guarantee that no data entry, inquiry or reports can be produced by anyone other than PPS authorized personnel, or persons or agencies authorized by the PPS, other than by a properly executed subpoena from a law enforcement agency.
- s. The system must be a single real time database that can be accessed from all inmate phones and administrative work stations.
- t. The system must provide the capability at the pod, center, unit, or control unit level to cut off any individual phone or bank of phones.

- u. The system must feature an overall cut-off and manual override to bypass system programming in order to turn the system on and off and to allow for approved exceptions, from a PPS designated location.
- v. The system must provide the capability to enable or disable the entire inmate phone system, segments of the phone system and/or individual phones from administrative work stations with proper security.
- w. The system must provide the capability to identify any attempt to initiate a three-way call and to immediately terminate the attempt and the base call, except in the instance of legal calls, if so desired by the PPS.
- x. The system must provide the capability to maintain a log of these terminations by both called and inmate phone number.
- y. The system must provide a comprehensive fraud detection and prevention program, which should be described in detail in this proposal.
- z. The vendor must provide a listing of features inherent to its system, which augment and/or supersede the previously stated requirements.
- aa. The system must allow for a set of calls associated with each PIN, which may be accessed by that PIN.
- bb. If the vendor is unable to comply with any of the previously stated requirements, a listing of those requirements not met is to be provided by the vendor. Any other system limitations affecting the requirements of this proposal are to be enumerated as well.

**(7) TELEPHONE SYSTEM SECURITY**

**a. Physical Security**

- (1) All system equipment, with the exception of the inmate phones, installed on site of the PPS or on site in a vendor facility must be located in such an area that it is not accessible by other than authorized vendor or PPS staff.
- (2) All system equipment installed on site at the PPS or off-site at the vendor location shall be protected from fire, flood, interruption of electrical service, temperature, humidity or other such man made or natural disaster that could be anticipated.
- (3) A program for system back up must be detailed and implemented so as to allow for rapid disaster recovery.
- (4) Recording and monitoring device installation must be safe from vandalism, weather, electronic, and other identifiable hazards.

## **b. Software Security**

- (1) All software, both operating and application types, shall at a minimum be subject to password security clearance.
- (2) No person or agency other than those approved in writing by the Prison Commissioner shall have any access for data entry, inquiry, or monitoring.
- (3) A sample software security plan indicating the levels of security and sample transactions shall be submitted by the vendor as part of this proposal. These levels must be at a minimum:
  - a. **Supervisor** - assigns passwords, can access any system function.
  - b. **Administration** - ability to override certain functions, make connections, initiate and write reports.
  - c. **User** - ability to enter and inquire on a limited pre-determined set of records on table.
  - d. **Inquirer** - ability to inquire on a limited pre-determined set of records on table.
- (4) A record of all transactions must be logged and have a separate back up which provides for simple restoration for inquiry purposes.

## **(8) TELEPHONE INSTRUMENT REQUIREMENTS**

- a. Inmate phones must be constructed of heavy gauge stainless steel with no paint or powder coat finish.
- b. Inmate phones must feature security screws both in fabrication and attachment to the wall.
- c. Inmate phones must be wall phones, which attach directly to the wall.
- d. Inmate phones must operate on any type of carrier central office commonly found in the USA.
- e. Inmate phones must meet or exceed Bell and independent system standards.
- f. All inmate phones must meet ADA requirements for volume control.
- g. Inmate phones must be compliant with ADA requirements regarding sight impairments.
- h. Inmate phones must be compliant with ADA requirements regarding wheelchair accessibility.
- i. Inmate phones must feature handsets, which provide privacy for inmate conversations.
- j. Inmate phones must feature security housing.
- k. Inmate phones must feature a sealed magnetic hookswitch.
- l. Inmate phones must feature a solid state electronic dial.

- m. Inmate phones must feature a marine chrome metal cradle.
- n. Inmate phones must be equipped with an armored handset cord. The cord length will be user-defined, but generally will not exceed thirty-six inches.
- o. Inmate phones must feature a marine chrome metal keypad, except where the keypad must be of a different material to accommodate ADA requirements.

**(9) COMPUTER INTERFACE REQUIREMENTS**

The PPS operates an Integrated Jail Management System (IJMS). The IJMS runs on two HP Integrity RX3600 processors using Open VMS (8.3) and Oracle RDB. PPS MIS staff will coordinate the technical details of the Phone System data extraction interface. The selected inmate telephone system vendor is responsible for all development and financial costs for interfaces and modifications to IJMS required to accommodate the new inmate phone system, including costs for consultants utilized by PPS for implementation of the proposed solution.

- Computer devices, licensing, support, and maintenance of all Hardware, software, and networking connections utilized in the implementation of the Inmate Phone System (IPS) is the responsibility of the selected vendor.
- These computers and their respective software and network connections must be Y2K compliant.
- The operating environment for the hardware to be installed must be based on Microsoft 2K3 server, Windows XP, and/or Windows Vista.
- Philadelphia Prison System (PPS) will supply the server and 100 gb disk storage. The selected vendor is responsible to supply to PPS MIS all equipment and additional storage capacity needed to meet requirements in excess of 100 gb.
- The selected IPS vendor must allow PPS to connect to their server(s) via FTP for hourly transmission of phone and data. The PIN and Phone files produced by IJMS will be used update the common IPS database. During this process, all errors that occur on IPS server must be sent to PPS for investigation, correction and re-transmission to the IPS. The same process will be followed on PPS Servers.

PPS will enter PIN and Phone data using IJMS. IJMS will transfer this data to the common IPS share upon admission, discharge and when changes are made to the data.

PIN data will be placed on the common share in a PIN subdirectory and will be in the following format:<sup>1</sup>  
 e.g. 0123456.dat

Data Description	Size	Format
PIN (PID + 3 inmate selected chars)	10	Character data left padded with zeros
Name	32	Character Data
Action Flag	1	“A” for add, “D” for delete
Date of change	8	Numeric data YYYYMMDD
Time of change	5	Numeric data Seconds since midnight

Inmate PID is to be used as a key, which is seven (7) digits concatenated with three (3) inmate-selected characters to make up the PIN. The inmate-selected characters may be alphabetic or numeric. The IPS will treat the alphabetic PIN characters as the corresponding numbers on the telephone keypad.

All entry and editing of inmate PINs and associated phone numbers is to be done on IJMS. All PINs and phone numbers entered on IJMS must be processed in real time by the IPS.

Administrators will only edit PINs and phone numbers in IJMS.

All ten phone numbers for a given inmate will be written to a change file whenever any of them are modified. IPS will ignore phone numbers it already has, delete phone numbers that it has but are missing from the change file, and add new phone numbers using default parameters. Deletion of phone numbers is by omission.

Phone number data to be placed on the common share in a PHONE subdirectory will be in the following format:<sup>2</sup>

e.g. 0123456.dat

Data Description	Size	Format
Phone Number	10	Character data left padded with spaces

<sup>1</sup> For purposes of conversion from the existing IPS vendor to the newly selected IPS vendor, PPS MIS will supply a single data file in this format for all inmates. This file will be named PINCONVERT.dat.

<sup>2</sup> For purposes of conversion from the existing IPS vendor to the selected IPS vendor, PPS MIS will supply a single data file in this format for all inmates with an additional data field entitled PID. This data will be seven (7) characters in length and match the first seven (7) characters of the PIN. This file will be named PHONECONVERT.dat.

Date of change	8	Numeric Data – YYYYMMDD
Time of change	5	Numeric Data – seconds since midnight

The inmate phone system must archive inmate telephone information including Police Photo Number (PID) and calling history for a period of five (5) years.

The inmate telephone system must upon admission of an inmate, sequence the admission and connect it to previously closed files for archive purposes.

The inmate telephone system must provide the functionality to update its database with groups of universally allowable direct call numbers, i.e., electronic or disk transfer of Philadelphia Bar Association Phone Numbers, Judicial Phone Numbers, etc.

Since call history is only stored in the current Inmate Phone System and not in IJMS, PPS is unable to supply calling history data for initial conversion..

In the event of a network outage, the selected vendor should have the ability to keep the IPS available for use without real time access to the common share.

**(10) REPORTING CAPABILITIES**

Management and Informational reports must be produced on-site at the PPS on a scheduled or ad hoc basis.

- a. The required reports include, but are not limited to the following:
  - 1. Number of active PINS.
  - 2. List of Active PINS w/names.
  - 3. Call Detail Records by:
    - 3a. PIN
    - 3b. Called number
    - 3c. Phone placing call
    - 3d. Date and time
    - 3e. Termination type
    - 3f. Call type
    - 3g. Calls completed
    - 3h. Calls attempted
  - 4. Frequently called numbers

- 9. Three way terminations by
  - 5a. PIN
  - 5b. PHONE
  - 5c. DATE & TIME
- 10. Activity by password
- 11. Inactive PINS (user-defined period)
- 12. Usage by phone
- 13. Law Library database
- 14. Globally blocked numbers
- 15. No activity by phone or line
- 16. Activity by phone or line
- b. The inmate telephone system must have the capability to produce total amount of money from collect calls per area code, per exchange or per called number by day, week or month.
- c. All reports must be produced by printers located in PPS designated areas.
- d. Where practical, reports should be available on screen as well.
- e. The vendor must provide a listing and description of management reports, which are standard to the proposed system.
- f. The system must have an ad hoc report writing feature.

**(11) SYSTEM IMPLEMENTATION**

**a. PROJECT SCHEDULE**

- 1. Respondents are to detail time frames for the following after Notice to Proceed:
  - Conformed specifications
  - Regulatory changes if required
  - Obtain building permits, as required
  - Equipment ordered
  - Delivery
  - Installation
  - Test
  - Acceptance tests

Training of system personnel

System acceptance testing

System fully complete and operational

2. Throughout the course of the project the vendor shall provide the City with written progress updates every two weeks.

## **(12) SYSTEM INSTALLATION**

- a. It shall be the responsibility of the successful vendor to provide a turnkey installation of the Inmate Telephone System. The vendor shall be responsible for furnishing and arranging for all supplies and services associated with the installation of the system, and its component subsystems. Installation shall include the coordination with other contractors to permit timely installation. Optimization, trouble shooting and adjustment of the system shall be the responsibility of the vendor. This includes interface requirements.
- b. Equipment shall be installed in a neat and workmanlike manner, in accordance with good practice, by competent technicians or mechanics. Inspection and approval of all installations will be provided by personnel designated by the City. Such approval shall be limited in scope to the specific system physical installation, and shall not be construed to imply full acceptance of the system.
- c. All installation subcontractors' experience and qualifications to perform the tasks associated with this procurement shall be outlined in the Vendor's proposal. All workpersons are subject to PPS clearance.

## **(13) ACCEPTANCE TESTING AND PROOF OF PERFORMANCE**

- a. Following installation of all components, performance and operational tests shall be performed to verify proper operation of all features of the system described in this specification. Acceptance testing will be performed by the vendor and witnessed by those designated by the City's Project manager. The successful passage of the tests will be a condition of final acceptance. A milestone acceptance plan is to be utilized.
- b. Each vendor must submit with its proposal a sample milestone acceptance test plan outlining the procedures to be followed and the equipment to be used to verify system performance. A final acceptance test plan, tailored to the system specified herein, shall be submitted in the proposal.

**(14) PROJECT MANAGER AND ENGINEERING SUPPORT**

- a. A single person shall be designated by the vendor as project manager to the sole source of contact between the City and the vendor. The project manager shall bear full responsibility for supervising and coordinating the delivery, installation, testing, and operation of the Inmate Telephones System described in the vendor's proposal.
- b. The individual shall remain with the project for the duration of the concession. Assignment by the vendor of other personnel to serve as project manager shall be subject to concurrence by the City.
- c. A resume of the experience and qualifications of the project manager shall be included in the vendor's bid and is subject to the City's acceptance.
- d. The vendor shall describe the project management system that will be used to implement the proposed Inmate Telephone System on schedule.
- e. System design and engineering support shall be provided throughout the installation, and acceptance testing of the system. It is required that at least one full time project engineer be available for the duration of the project who has design experience directly related to the type of system being purchased.
- f. During system implementation, the City Project Manager expects the project manager to provide verbal weekly status reports and written biweekly status reports. All work related to this project shall be approved by the City's representative in advance.
- g. The vendor is to provide the PPS with a list of all project key personnel. If any changes occur in this roster, vendor is to immediately notify PPS as to the name of the replacement staff and the effect on the project.

**(15) INSTALLATION DOCUMENTATION, DRAWINGS AND DIAGRAMS**

Thorough documentation of system installation will be required of the successful vendor. At a minimum, the successful vendor shall provide the following documentation.

- a. System block diagram.
- b. Labeling of all interconnecting cabling associated with the Inmate Telephone System.

- c. Labeling of all connections to punch blocks associated with the Inmate Telephone System.
- d. A record of any telephone company circuits by circuit number.
- e. Documentation and labeling of all transmission lines.
- f. Marked up, as build drawings of the Inmate Telephone System and terminations.

Documentation shall be prepared in a format suitable for storage in loose-leaf binders. For such binders shall be furnished to the City prior to the final acceptance of the system.

**(16) MAINTENANCE AND OPERATIONS MANUALS**

Three complete sets of maintenance and operations manuals shall be provided to the City for each category of equipment purchase in association with this project. Three sets of system manuals shall also be provided showing the system layout and architecture and describing the function of each major system component.

**(17) TRAINING**

A comprehensive ongoing training program for all operational and maintenance personnel shall be provided by the vendor prior to cutover and final acceptance of the system, and at intervals no greater than six months for the life of the concession. The training is to be at a PPS designated location on PPS equipment unless there is some compelling reason otherwise. Such change is to be approved by the Prisons Commissioner or designee.

**(18) MAINTENANCE, REPAIR, SERVICE FACILITIES, PARTS**

- a. All maintenance and repair services, preventive, routine and emergency are to be provided by the vendor at no cost to the City. This includes vandalism repairs. This maintenance and repair responsibility includes all Philadelphia Prison System inmate phone system hardware, software and equipment regardless of location.
- b. Each vendor shall state the name, location and capabilities of the service facility, which will provide any or all of the installation, service and maintenance, both initial and continuing. Vendors shall also include a description of the service and a list of customers (with names and telephone numbers) who operate systems of similar size and complexity for who installation and maintenance services are performed. Vendors shall further demonstrate their ability to maintain equipment substantially similar to that furnished under this specification.

- c. The information is required to demonstrate to the City that the local service facilities are capable of installing, optimizing and maintaining the system provided by this procurement.
- d. Vendors shall describe the ongoing level of factory engineering, software support and service support that will be available to the local service facility during the installation and maintenance of the system. The organizations that provide such support shall be described in the proposal. Vendors shall also indicate the response time of factory support should it be required by the local service facility. The factory support referenced here will be provided directly to the local service facility for assistance in fulfilling the terms of the installation and maintenance agreements; it shall be provided at no additional cost to the City.
- e. Service response on the system shall be provided as follows:
  - (1) The vendor must provide a detailed support availability structure including, but not limited to, component parts, problem severity rating, problem escalation plan, average response time and service location(s). There must be a single point of contact for repair and problem reporting 24 hours a day, 7 days a week and 365 days a year.
  - (2) The inmate phone control system processor shall be provided service twenty-four hours per day, seven days a week. Response to system failures within two hours of notification by the City is required. On site repair during peak hours is suggested. At a minimum of three (3) dedicated vendor staff are to be available.
  - (3) Portable equipment may be serviced in the vendor's service facility during normal working hours, Monday through Friday. The vendor shall provide sufficient spare parts to maintain the Inmate Phone System in full operation. The vendor shall provide for pickup and delivery to the City's facilities, with turn around no more than 48 hours.
  - (4) A sufficient supply of spare parts shall be maintained by the service concessionaire to allow immediate restoration of the system. If the proposed equipment contains microprocessors, large scale integrated circuits (LSI) or very large scale integrated circuits (VLSI) devices which cannot be field diagnosed and repaired, or which require special instrumentation or devices to repair, the vendor shall specify in his proposal how such assemblies will be repaired at a central facility, and the guaranteed turn

around time for return of an exchange or repaired circuit card or other assembly.

- (5) The PPS has agreed to certain maximum response parameters in an agreement with a three-judge panel, who enforces the mandates of the Jackson v. Hendrick stipulations and agreements. This is an ongoing court case regarding conditions in the PPS. This agreement requires that any out of service inmate phones be reported by the PPS within 5 days of damage. The PPS has a maximum of seven business days from that date to repair the phone. If the phone is inoperable due to vandalism the PPS has fourteen business days to perform the repairs. The PPS standard delineated in this RFP purposely exceeds the mandate.
- (6) The maximum time to repair a single phone or bank of 6 or less phones will be 12 hours from report to repair, unless there is an associated circumstance which is deemed extraordinary in the opinion of the Prisons Commissioner who can extend this time with a written request from the vendor.
- (7) The maximum acceptable time to restore service to the total Inmate Phone system will be 2 hours from the report. If there is an extraordinary circumstance, which extends the required repair time from which the outage results, the Prisons Commissioner is to be notified.
- (8) Continued failure to meet these time frames may be considered as a violation of the concession and be grounds for concession cancellation.

**(19) SPARE PARTS**

- a. Recommendations with regard to essential spare parts to be maintained by the concessionaire to assure rapid restoration of systems operations in the event of component failure shall be made, and such parts shall be provided by the concessionaire.
- b. Parts shall be readily available for any equipment installed.
- c. The location of the parts depot that stocks parts for the system shall be specified in the vendor's proposal.

**(20) EXTENSION OF PROJECT SCHEDULE**

- a. The project schedule must be coordinated with the agencies designated by the Department of Public Property and the PPS. However, vendors are required to submit their project schedule

showing the best delivery date for equipment and the time duration estimated for installation and testing.

- b. Project extensions may be granted if delays are experienced as the result of:
  - (1) Actions taken by the City or its agents.
  - (2) Changes ordered by the City.
  - (3) Difficulties experienced in obtaining FCC, FAA, or zoning approval of proposed facilities.
  - (4) Road repairs, mishaps, strikes, acts of war, natural disasters, riots, lockouts, or inclement weather which would delay equipment or limit access to any site at which work will be required.

## **(21) EXCEPTIONS TO THE SPECIFICATIONS**

Any vendor proposed changes to the functional specifications must be accompanied with a full explanation of the rationale used for making this recommendation. The vendor is still required to submit at least one proposal, which is compliant with the functional specifications.

## **2.4.2 PUBLIC PAY TELEPHONES FOR THE USE OF THE PUBLIC**

### **A. SCOPE OF SERVICES**

The vendor shall provide the PPT services for the use of the public in various facilities of the Philadelphia Prison System as enumerated under the Subsection 2.4.1. The service operation and the commission the system generates will be under the oversight of the Philadelphia Prison authority.

### **B. TECHNICAL AND OPERATIONAL REQUIREMENTS**

The system installed in the PPS facilities for the use of the public shall be in compliance with all applicable requirements set forth in this RFP, especially in Subsection 2.3 - City Office Buildings and Other City Buildings and Facilities.

### **C. COMMISSION AND PAYMENTS**

1. The commission for the privilege to offer these services to the public in the PPS facilities will be part of the overall Philadelphia Prison System commission as applied in Section 3.2.3C.
2. The commission payments shall be made in accordance with the provision of Subsection 1.16.

## **D. CALLING CHARGES**

The Concessionaire shall charge fair, reasonable, customary, and non-discriminatory prices for each chargeable telephone call. **Respondents are required to complete and include Attachment X with their proposal submission.**

### **2.4.3 REVENUE STATISTICS**

Concessionaire shall be solely responsible for its future business in the concession investment. The City makes no warranties, express or implied, as to the extent or existence of revenue to be generated by concessionaire from the PPTs.

### **2.4.4 CALLING CHARGES**

The Concessionaire shall charge fair, reasonable, customary, and non-discriminatory prices for each chargeable telephone call. **Respondents are required to provide a full description of their rate structure for long distance calls, including applicable hours for various levels of rates, and to complete the table on Attachment XI as part of their proposal submission.**

#### **A. Charge to City**

There are to be no charges to the City for any facet of the Inmate Telephone System. This includes but is not limited to: direct calls, collect calls, maintenance, repair, hardware, software, etc.

#### **B. Charge to Inmate**

There are to be no direct charges to any inmate PIN or to any former inmate released from the Philadelphia Prisons related to inmate phone calls or equipment.

#### **C. Charge to Billed Parties**

1. Vendors need to indicate the charges that would be billed to parties accepting collect calls from the inmates incarcerated in the PPS. The calls will be made from location in all instances in the PPS area code (215) 685 exchange.
2. Vendors must provide vendor's tariff structure, specifically the portion that relates to the Inmate Telephones.
3. Vendors must provide guarantees regarding rates, compliance with FCC and other appropriate utility regulations.
4. Vendor must notify the City if approved tariff rate increases or surcharges result in increase of 5% or more to billed party.

## **SECTION 3 - EVALUATION AND SELECTION**

### **3.1 PROPOSAL EVALUATION**

Proposals that the City, in its sole discretion, determines are responsive to this RFP will be reviewed by a selection committee consisting of representatives of the City. The City reserves the right to request respondents to make one or more presentations to the selection committee in City offices, addressing the respondent's ability to achieve the objectives of this RFP. The City further reserves the right to conduct on-site investigations of the respondent's facilities, and to conduct such other investigations and inquiries with respect to the qualifications of each respondent as the City deems appropriate.

Economic benefit to the City, including but not necessarily limited to the amount of the commission(s) proposed, is a material factor, but not the sole or necessarily the determining factor in proposal evaluation. The City may, at its sole discretion, award a concession license agreement resulting from this RFP to a person or entity other than the responsible respondent proposing the highest commission(s) to be paid to the City for the concession sought. The concession(s) will be awarded to the respondent(s) whose proposal(s) the City believes will be the most advantageous to the City and in the City's best interest.

Subject to the conditions set forth in this Subsection 3.1 and in Subsection 3.3, *Contract Negotiation and Award*, one or more respondents will be selected to participate in further negotiations toward a contract. Any respondent may, at the sole discretion of the City, be required to make one or more oral presentations of its ability to meet the requirements of this RFP at City offices in Philadelphia. Respondents shall be prepared to make such presentations within ten (10) calendar days after notification by the City, and should be prepared to discuss all aspects of the proposal in detail at the presentation(s). The City may also require a site inspection at the respondent's facilities or at a project site where the respondent is performing or has performed work similar to that required by the RFP.

### **3.2 EVALUATION FACTORS**

Proposals will be evaluated, in part, according to whether, in the sole judgment of the City and the selection committee, the respondent meets the minimum specifications and submits a proposal complying with all of the requirements, including but not limited to the technical and economic requirements, of this RFP. Other factors to be considered include, but are not necessarily limited to, the general, technical, and economic factors listed below. The City and the selection committee, in their sole discretion, shall determine the importance of the factors listed (note that no particular order of importance or other priority is reflected by the order of the factors listed), and the extent to which the respondent and its proposal satisfy them.

### 3.2.1 GENERAL EVALUATION FACTORS

- A. Project understanding and soundness of project approach and methodology, for both implementation and management of the proposed PPT services;
- B. Specialized experience of the respondent – particularly, its demonstrated experience in completing and managing projects of similar scale and complexity;
- C. Proposed project work plan(s);
- D. Specialized experience and qualifications of project team members;
- E. Technical and managerial capacity of respondent, including, but not limited to, the adequacy of production facilities that will be used in performing the work required under the RFP, subcontractor experience in providing the proposed PPT services, experience and training of personnel, and size and complexity of the respondent’s existing customer base for PPT services similar to those required under this RFP;
- F. Respondent’s experience, in projects encompassing large scale efforts similar to the work called for in this RFP, with the database, application and other software, and with the computer hardware and other equipment, that is proposed in response to this RFP;
- G. Demonstrated ability, as reflected in previous projects of scope and nature similar to the work called for in this RFP, (i) to complete all work required to furnish the proposed PPT services in a timely manner and in accordance with the requirements of the RFP and (ii) to manage PPT concessions of the scope provided in this RFP; and (iii) respondent’s commitment to furnishing PPT services in accordance with the requirements of this RFP, as evidenced by the resources it proposes to dedicate to the concession;
- H. Applicability and advantages of any alternative approaches or procedures to achieving project objectives and the requirements of this RFP that may be proposed by the respondent;
- I. The qualifications and experience of the project manager(s) proposed for the work, as well as her/his time commitment throughout project;
- J. The detail and adequacy of the respondent’s proposed implementation and management plans, and of respondent’s proposed scope of services/statement of work;
- K. Respondent’s ability to satisfy fully the functional, technical, project management and other requirements set forth in this RFP;

- L. Information and/or factors gathered during interviews, presentations, negotiations, and reference checks that may be conducted by the City;
- M. Any other factors that the City considers relevant to the evaluation of the proposal.

### **3.2.2 TECHNICAL EVALUATION FACTORS**

Proposals will be evaluated for technical merit, based on factors including, but not limited to, the following:

- A. **COIN/CARD PUBLIC PAY TELEPHONE SERVICES.** 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. **INMATE TELEPHONE SERVICES.** Operational standards, station equipment standards, call control features, reports, environmental considerations and site demonstration.
- C. **MONITORING, RECORDING AND REPORTING CAPABILITY**  
Operational standards, system capability and capacity for records, ease of use by operator(s) and site demonstration.
- D. **SYSTEM INTEGRATION WITH PPS's IJMS.** Concept of networking requirements - voice, data, video; concept of user operation.
- E. **MAINTENANCE.** Warranty, maintenance centers, experience level of personnel, standards for repair, liquidated damage clause, preventive maintenance program, and obligation and responsibility for maintenance.
- F. **DEMONSTRATION.** Respondents must provide a demonstration of their proposed Inmate Telephone System as outlined below:
  - 1. **BASIC REQUIREMENTS.** A demonstration of Inmate Telephone System as an integrated entity shall be required of each respondent. The demonstration of the system as proposed in this RFP shall be conducted at a vendor customer location.
  - 2. **DATES/TIMES CONTROLLED BY ISSUING OFFICE.** Dates and times of the demonstration shall be controlled and coordinated by the Issuing Office. The Issuing Office retains the right to reject a demonstration site and to require an alternative from each vendor.
  - 3. **SYSTEM(S) TO BE DEMONSTRATED.** The system(s) to be demonstrated shall be operational, completely integrated, in production, and in operation at the site.
  - 4. **RESPONSIBILITY FOR COST.** The City shall not be responsible for any cost incurred by the vendor for such a demonstration. The vendor shall be responsible for the traveling expenses of the City representatives.

5. **DETAILS OF DEMONSTRATION.** The demonstration for the Inmate Telephone System shall consist of a series of telephone calls placed from inmate stations. The setup and details of these calls are scripted and the operational demonstration is designed to determine the effectiveness of the proposed system in meeting the operational standards as required. The calls shall be placed and received by members of the Selection Committee and/or individuals designated by the City of Philadelphia. The telephones used for the calls must be inmate stations associated with the institution inmate call control system and located in a cell block or yard in which multiple stations are installed. The calls shall be received using a variety of terminating switches/station equipment
  - a. The vendor shall demonstrate the monitoring, recording and reporting capability by operationally demonstrating that it meets the requirements of this RFP. It is desired that the Evaluators get "hands on" experience with the system.
  - b. Since the requirements of the RFP are to be considered minimum, each vendor is encouraged not only to propose, but also to demonstrate, additional features considered desirable by the vendor that shall be made available at no cost to the City.

### **3.2.3 COMMISSION SCHEDULE**

Respondents, as part of the submission required by 1.13.2.G, must state the pricing offered for each element of the Proposal. Respondents shall indicate a commission schedule requiring the initial payment of a MAG (as defined in Section 1.16.1), and the payment on a monthly basis of a specified percent of the Monthly Gross Revenue (“MGR”) generated by coin and credit card telephones, in the amount by which the product of such percent times the cumulative MGRs for the annual term exceeds the sum of the MAG plus previously paid monthly concession amounts during such term. The MAG and the percent of the MGR must be stated separately for the three components of this concession: the Division of Aviation, City Facilities, and the Prison Inmate System.

#### **A. FOR THE DIVISION OF AVIATION**

Given the statistical data on equipment inventory and past gross revenues as identified in Subsection 2.2.2, each respondent shall indicate a commission schedule requiring payment of the greater of either:

**A Minimum Annual Guarantee (“MAG”) of           \$ \_\_\_\_\_**

**OR**

**\_\_\_\_\_ % of the Monthly Gross Revenue (“MGR”) generated by the Coin and Credit Card Telephones.**

**B. FOR THE CITY OFFICE BUILDINGS AND OTHER CITY BUILDINGS AND FACILITIES**

Given the statistical data on equipment inventory and past gross revenues as identified in Subsection 2.3.10, each respondent shall indicate a commission schedule requiring payment of the greater of either:

**A Minimum Annual Guarantee (“MAG”) of \$ \_\_\_\_\_**

**OR**

**\_\_\_\_\_ % of the Monthly Gross Revenue (“MGR”) generated by the Coin and Credit Card Telephones.**

**C. FOR THE PHILADELPHIA PRISON SYSTEM**

Given the statistical data on equipment inventory and past gross revenues as identified in Subsection 2.4.3, each respondent shall indicate a commission schedule requiring payment of the greater of either:

**A Minimum Annual Guarantee (“MAG”) of \$ \_\_\_\_\_**

**OR**

**\_\_\_\_\_ % of the Monthly Gross Revenue (“MGR”) generated by the Coin and Credit Card Telephones.**

### **3.3 CONTRACT NEGOTIATION AND AWARD**

The City reserves the right to enter into post-submission negotiations and discussions with any one or more respondents regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract. The City may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with one or more individual respondents seriatim. Negotiations with respondents may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFP and the submitted proposals. In such event, the City shall not be obligated to inform other applicants of the changes, or to permit them to revise their proposals in light thereof unless the City, in its sole discretion, determines that doing so is in the City's best interest.

In the event negotiations with any respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other respondents; to solicit new proposals from firms that did not respond to this RFP; and/or to enter into negotiations with firms that did not respond to this RFP. The City reserves the right not to enter into any contract with any respondent, with or without re-issue of the RFP, if the City determines that such is in the City's best interest

## **Attachments:**

- I. Selection Criteria
- II. Participation of Minority, Women and Disabled owned business enterprises in City Contracts – Executive Order 02-05
- III. City of Philadelphia Airport Inventory
- IV. Calling Charges from the Airport Local Calls
  - V. Calling Charges from the Airport “0+” Long Distance Calls
- VI. Revenue from Public Pay Telephones Located in City Office Buildings and Other City Buildings and Facilities
- VII. Calling Charges from City Office Buildings and Other City Buildings and Facilities
- VIII. Mandatory City of Philadelphia Site visits
- IX. Inventory of Philadelphia Prison System Pay Telephones for use of Inmates and Public
  - X. Calling Charges for Philadelphia Prison System Telephones – Public Use
- XI. Calling Charges for Philadelphia Prison System Telephones – Inmates Telephone System
- XII. City of Philadelphia Prisons Policies and Procedures

# ATTACHMENT I

## SELECTION CRITERIA

### Methodology

Proposals submitted by responsible Respondents and which the City determines, in its sole discretion, are responsive to this RFP will be reviewed by a Selection committee consisting of representatives selected by the Procurement Department. The City reserves the right to request Respondents to make one or more presentations to the selection committee, in City offices, addressing their ability to achieve the objectives of this RFP, and reserves the further right to conduct on-site investigations of the Respondent's facilities.

Cost of the City is a material factor, but not the sole or necessarily the determining factor in Proposal evaluation. The City may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Respondent proposing the lowest cost to the City. A contract will be awarded to the Respondent whose Proposal the City, in its sole discretion, determines will provide the most effective solution to the requirements of the City and is otherwise in the best interest of the City.

Evaluation factors to be considered include, but are not necessarily limited to; those set forth below, and may also include any other factors which the City considers relevant to the evaluation of the Proposal. No particular order of importance or other priority is reflected by the order of the factors listed.

### Criteria:

In its evaluation of the Proposals the City will take into consideration the following criteria:

1. Cost
2. Past performance of the Respondent with similar clients providing similar work.
  - Respondent's experience, in projects encompassing large scale efforts similar to the work called for in this RFP, with the database, application and other software, and with the computer hardware and other equipment, that is proposed in response to this RFP
  - Demonstrated ability, as reflected in previous projects of scope and nature similar to the work called for in this RFP, (i) to complete all work required to furnish the proposed PPT services in a timely manner and in accordance with the requirements of the RFP and (ii) to manage PPT concessions of the scope

provided in this RFP; and (iii) respondent's commitment to furnishing PPT services in accordance with the requirements of this RFP, as evidenced by the resources it proposes to dedicate to the concession

3. Corporate and individual qualifications to provide the proposed services including resources, skills, and financial viability. Corporations must provide an annual statement. Private companies must provide a statement of equal merit.

- Project understanding and soundness of project approach and methodology, for both implementation and management of the proposed PPT services
- The detail and adequacy of the respondent's proposed implementation and management plans, and of respondent's proposed scope of services/statement of work
- Any other factors that the City considers relevant to the evaluation of the proposal.

4. Technical Merit will be based on factors including, but not limited to, the following:

- Technical and managerial capacity of respondent, including, but not limited to, the adequacy of production facilities that will be used in performing the work required under the RFP, subcontractor experience in providing the proposed PPT services, experience and training of personnel, and size and complexity of the respondent's existing customer base for PPT services similar to those required under this RFP
- **COIN/CARD PUBLIC PAY TELEPHONE SERVICES.** 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.
- **INMATE TELEPHONE SERVICES.** Operational standards, station equipment standards, call control features, reports, environmental considerations and site demonstration.
- **MONITORING, RECORDING AND REPORTING CAPABILITY** Operational standards, system capability and capacity for records, ease of use by operator(s) and site demonstration.
- **SYSTEM INTEGRATION WITH PPS's IJMS.** Concept of networking requirements - voice, data, video; concept of user operation.
- **MAINTENANCE.** Warranty, maintenance centers, experience level of personnel, standards for repair, liquidated damage clause, preventive maintenance program, and obligation and responsibility for maintenance.



## ATTACHMENT II

City of Philadelphia  
Minority Business Enterprise Council (MBEC)

*Mayor's Executive Order 02-05*

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INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS FOR THE  
PARTICIPATION OF MINORITY, WOMEN AND DISABLED  
BUSINESS ENTERPRISES (M/W/DSBEs)

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This Request for Proposal (RFP) is subject to the **Mayor's Executive Order 02-05**. The following instructions, forms and contract provisions, as well as Executive Order 02-05 (a copy of which may be obtained at the MBEC Office) are hereby incorporated in and made a part of any contract resulting from this Request for Proposal.

**Respondent is subject to the provisions of Mayoral Executive Order 02-05 and is required to respond to the requirements specified in this Request for Proposal (RFP) for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises DSBEs (collectively, ("M/W/DSBEs")) as those terms are defined in Executive Order 02-05.**

Respondent should submit a **"Solicitation for Participation and Commitment Form" (S & C Form)** identifying its solicitations and any commitments made with M/W/DSBEs to participate in the contract. Respondent is also required to submit documentation of its "Good Faith Efforts" (as more fully described below), whether or not it has achieved any commitments with M/W/DSBEs.

This information, the S&C Form identifying Respondent's solicitations and commitments of M/W/DSBEs and documentation of Respondent's Good Faith Efforts, must be submitted with the proposal, although the MBEC reserves the right to request these documents as well as any additional or clarifying information at any time prior to contract award. The submission of this information is an element of responsiveness to this RFP and the failure to do so may result in the rejection of the proposal. Respondent hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by Respondent is subject to the penalties of 18 Pa.C.S Section 4904 relating to unsworn falsification to authorities.

### *M/W/DSBE PARTICIPATION*

**Under the authority of the Mayor's Executive Order 02-05, in lieu of participation ranges, this Request for Proposal is subject to Good Faith Efforts for the inclusion of MBEs, WBEs and DSBEs in the contract. "Good Faith Efforts" are those efforts, the scope, intensity and appropriateness of**

**which would reasonably be expected to achieve meaningful M/W/DSBE participation in the contract. Good Faith Efforts include but are not limited to:**

- Efforts made to solicit through all reasonable and available means the interest of MBEC-certified businesses who have the capability to perform the work detailed in the RFP. Such efforts include use of the MBEC Directory of Certified Firms, attendance at any pre-proposal meetings, advertising in minority focused publications, written mailings to certified M/W/DSBEs. Respondent should determine with certainty if the M/W/DSBEs are interested by taking appropriate steps to follow up on initial solicitations.
- Efforts made to allocate a portion of the services to an MBE, WBE, and/or DSBE even when Respondent might otherwise prefer to perform these services with its own forces. The MBEC may consider for approval a joint venture arrangement between Respondent and an M/W/DSBE for performance of the contract. Any such joint venture arrangements must identify the M/W/DSBE's division of work and its share in risk and profits; these arrangements shall be memorialized in writing and are subject to the MBEC's approval.
- Evidence that Respondent has provided interested MBEs, WBEs and DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner and to assist them in responding to a solicitation.
- Efforts to assist interested M/W/DSBEs in obtaining any necessary licensure, obtaining lines of credit, manufacturer training, access to major suppliers, necessary equipment, materials, or related assistance or services required for the performance of the services.
- Efforts made to negotiate in good faith with interested M/W/DSBEs. A Respondent using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm's price and capabilities as well as the objectives of the City's Antidiscrimination Policy into consideration.
- Efforts to provide an appropriate balance of both certified MBEs, WBEs and DSBEs in the project.

**A. Solicitation for Participation and Commitment.**

**1.**

The Solicitation For Participation and Commitment Form ("S & C Form") shall contain:

- The company name, address, contact name, telephone number, fax number and MBEC certification number of each MBE, WBE and DSBE solicited for participation in the contract, regardless of whether commitments resulted from this solicitation. If Respondent receives unsolicited quotations from a MBE(s), WBE(s) or DSBEs or if Respondent makes solicitations of MBE(s), WBE(s) or DSBEs but receives no quotations, these MBE(s), WBE(s) or DSBEs must also be identified on the S & C Form.

- A detailed description of the services/supply effort that was solicited and a quotation received for each MBE, WBE or DSBE. This description shall include the services or the supply effort solicited/quoted, describing such service or supply effort as it relates to a distinct element of the contract as determined by the RFP. Respondents should avoid utilizing one-word descriptions of the services to be performed or the material to be supplied and should provide a detailed description.
- Disclosure of any second tier subcontracts. If the listed MBE, WBE or DSBE subcontractor with whom Respondent has a commitment, intends to subcontract more than ten percent (10%) of the described work (not including the cost of materials, equipment or supplies incident to the performance of services under the contract), Respondent must provide, on a duplicate copy of the S & C Form, the name and address of each second tier subcontractor(s) (identifying whether it is or is not a MBE, WBE or DSBE), a detailed description of the services, and dollar amount of the subcontracted services.
- The dollar amount and percentage of commitment made reflected by the quotation provided to Respondent by each identified MBE, WBE and/or DSBE.
- The reason(s) if no commitment is made or no quote is received from each identified MBE, WBE and/or DSBE.

Upon completion of the **S & C Form(s)**, Respondent should indicate at the bottom of each form the total percentage commitment made to the type of business.

## **B. Documentation of Good Faith Efforts.**

1. Respondent must document its Good Faith Efforts by submitting a brief narrative, on its company's letterhead, documenting all of Respondent's efforts made to solicit M/W/DSBE participation in the contract . The narrative shall contain and discuss, at a minimum, the following:

- If no commitment resulted from Respondent's solicitation(s), please explain what good faith efforts were made and why they were unsuccessful. Explain what type of service or supply effort Respondent made solicitations for.
- Did Respondent attempt to negotiate price and scope with any interested M/W/DSBEs (please be specific, attaching any dated price quotations and correspondence)?
- Did Respondent offer any business assistance to M/W/DSBEs (e.g., introduction to manufacturer, helped provide access to line of credit, etc.) ?
- Were efforts made to provide to M/W/DSBEs information about the scope of work required?
- Is Respondent awarding/subcontracting any work or supply effort in connection with the contract to a non-M/W/DSBE? If so, please explain why. Identify the name of the awarded firm(s), provide the awarded firms' quotation and any price adjusted quotations, scope of work and experience of the awarded firm(s).

C. Evaluation of Good Faith Efforts.

MBEC will review Respondent's submission and any other evidence MBEC deems relevant to its evaluation to determine whether Respondent made adequate good faith efforts to include M/W/DSBEs in contracting opportunities associated with the contract. MBEC will make a recommendation to the Department Head or his/her designee. If the Department Head, after review of the MBEC's recommendation and supporting documentation concurs that Respondent did not make good faith efforts, Respondent will be deemed not responsible and its proposal rejected.

### GENERAL PROVISIONS

1. Any M/W/DSBE that is listed on the S & C Form or the Joint Venture Eligibility Information Form must be certified by the MBEC in accordance with Executive Order 02-05 in order to receive consideration towards Respondent's Good Faith Efforts.

2. M/W/DSBE subcontractor(s) must perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work that provides for a distinct element of the subcontract (as required by the services to be performed in accordance with this RFP). The distinct element is worthy of the dollar amount of the subcontract value and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of the **S & C Form** that the work described on the form does not constitute a CAF, the participation will not be considered in the evaluation of the Respondent's good faith efforts.

3. Listing of a M/W/DSBE as a subcontractor on the **S & C Form**, constitutes a representation by Respondent, that such M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Respondent has made a binding commitment with the firm prior to the submission of the **S & C Form**. This listing is also a representation by Respondent that if awarded the contract, Respondent will subcontract with the listed firm(s) for the work described and dollar/percentage amount(s) set forth on the **S & C Form**, unless the City alters the scope of services prior to the commencement of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total dollar amount of the contract and any additional increases.

4. If a joint venture arrangement has been entered into with a MBE, WBE or DSBE, the following criteria must be met:

- The MBE, WBE or DSBE partner(s) must be certified by the MBEC;
- The MBE, WBE or DSBE partner(s) must derive substantial benefit from the arrangement;
- The MBE, WBE or DSBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own workforce, of a

portion of the on-site work where appropriate, and administrative responsibilities such as bidding, planning, staffing and daily management;

- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests, contributes working capital and other resources, etc).

If Respondent has entered into a joint venture arrangement, the joint venture partners must complete and submit a "Joint Venture Eligibility Information Form" (available at the MBEC Office). This form should be submitted with the proposal and the form will be reviewed by the MBEC or approval or disapproval of the joint venture arrangement. If the joint venture arrangement is not approved by the MBEC, the arrangement will not be considered in the evaluation of the Respondent's good faith efforts.

**5.** In calculating the percentage of participation by a M/W/DSBE, Respondent shall apply the standard mathematical rules in rounding off numbers. In the event of an inconsistency between the dollar and percentage amounts listed on the S & C Form, the percentage will govern.

**6.** In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE, MBE and DSBE or WBE and DSBE), will only be credited in **one** category i.e., either as a Minority (MBE), Woman (WBE) or Disabled (DSBE) Business Enterprise; Respondents will designate on the **S & C Form** which category, MBE, WBE or DSBE, is submitted for consideration.

**7.** Certification of a business by the MBEC shall not be a representation of the firm's financial or technical ability to perform specified work. The City reserves the right to evaluate a firm's ability to satisfy financial, technical or other criteria separate and apart from certification before or after selection of the successful Respondent or award of the contract.

**8.** If Respondent is a certified M/W/DSBE submitting a proposal as a prime Respondent, Respondent must still respond to the MBEC requirements specified in this RFP and demonstrate its Good Faith Efforts.

**9.** Except as otherwise provided herein, no changes or modifications to the participation arrangements specified on the **S & C Form** or Joint Venture Eligibility Information Form, including but not limited to substitutions for the listed firms, changes or reductions in described work and/or listed dollar/percentage amounts, shall be permitted.

- (a)** Following contract award, the successful Respondent may, under appropriate circumstances and with the prior written approval of the MBEC, make changes or modifications to the participation arrangements contained in its original submission. Requests for such changes or modifications must be submitted to the MBEC in writing with appropriate justification.
- (b)** The MBEC may from time to time request revised form(s) or other documentation from the successful Respondent to ensure satisfaction of Respondent's commitments.

**10.** In the event the scope of the successful Respondent's contract is increased by change order (sometimes referred to as a modification) and/or amendment, it shall be the responsibility of the successful Respondent to maintain the participation levels committed to on the increased scope of its contract.

**11.** The successful Respondent agrees to cooperate with the MBEC in its compliance monitoring efforts and to submit, within the time limits prescribed by the MBEC, all documentation which may be requested by the MBEC, including but not limited to, copies of subcontracts with the M/W/DSBEs, invoices, telephone logs and correspondence with the M/W/DSBEs, canceled checks, etc. These documents shall be maintained by the successful Respondent for a period of three (3) years following acceptance of final payment under the contract. The successful Respondent also agrees to submit reports and other documentation to the MBEC, including reports through IMPACT, the City's electronic payment verification system, as deemed necessary by the MBEC to ascertain the successful Respondent's fulfillment of its M/W/DSBE participation commitments.

**12.** It is understood and agreed that the successful Respondent's compliance with the requirements for M/W/DSBE participation is material to the contract. Any failure to comply with these requirements shall constitute a substantial breach of the contract. It is understood and agreed that if the Director of Finance determines that the successful Respondent hereunder has failed to comply with the requirements for M/W/DSBE participation, the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

**(a)** Terminate the contract, in whole or in part.

**(b)** Suspend the successful Respondent from proposing on and/or participating in any future City contracts for a period of up to three (3) years.

**(c)** Recover as liquidated damages, an amount equal to one percent of the total dollar amount of the Concession fee for each one percent (or fraction thereof) of the shortfall toward the applicable M/W/DSBE commitment.

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Should you have any questions related to the Contract Provisions, please call Ms. Candace Hitchcock, Deputy Director at (215) 686-3875 or fax (215) 686- 3878.

# ATTACHMENT III

## CITY OF PHILADELPHIA AIRPORT INVENTORY

	<u>General Location</u>	<u>Specific Location</u>	<u>911 Address</u>	Mount
594-8619	ADMIRAL CLUB	LOUNGE	Term A Fl 2 Admiral	Desk/Diamond
594-8620	ADMIRAL CLUB	LOUNGE	Term A Fl 2 Admiral	Desk/Diamond
594-8626	ADMIRALS CLUB	LOUNGE	Term A Fl 2 Admiral	Desk/Diamond
594-8627	ADMIRALS CLUB	LOUNGE	Term A Fl 2 Admiral	Desk/Diamond
594-8630	ADMIRALS CLUB	LOUNGE	Term A Fl 2 Admiral	Desk/Diamond
594-8631	ADMIRALS CLUB	LOUNGE	Term A Fl 2 Admiral	Desk/Diamond
594-8150	ADMIRALS CLUB	INSIDE CLOSET	Term A Fl 2 Admiral	Desk/Diamond
594-8151	ADMIRALS CLUB	INSIDE CLOSET	Term A Fl 2 Admiral	Desk/Diamond
594-8131	CONCOURSE	East wall gate A12	Term A Fl 2 Gate A12	wall
594-8132	CONCOURSE	East wall gate A12	Term A Fl 2 Gate A12	wall
594-8133	CONCOURSE	East wall gate A12	Term A Fl 2 Gate A12	wall
594-8134	CONCOURSE	East wall gate A12	Term A Fl 2 Gate A12	wall
594-8135	CONCOURSE	East wall gate A12	Term A Fl 2 Gate A12	wall
594-8136	CONCOURSE	East wall gate A12	Term A Fl 2 Gate A12	wall
594-8137	CONCOURSE	East wall x gate A6-A	Term A Fl 2 Gate A6-A	wall
594-8138	CONCOURSE	Ent to gate A6-A	Term A Fl 2 Gate A6-A	wall
594-8139	CONCOURSE	Ent to gate A6-A	Term A Fl 2 Gate A6-A	wall
594-8140	CONCOURSE	Ent to gate A6-A	Term A Fl 2 Gate A6-A	wall
594-8141	CONCOURSE	Opposite wall from ent A6-A	Term A Fl 2 Gate A6-A	wall
594-8143	CONCOURSE	Ent to gate 6A - next to newsstand	Term A Fl 2 Gate A6-A	wall
594-8144	CONCOURSE	Ent to gate 6A - next to newsstand	Term A Fl 2 Gate A6-A	wall
594-8145	CONCOURSE	Ent to gate 6A - next to newsstand	Term A Fl 2 Gate A6-A	wall
594--8147	CONCOURSE	Outside gate A-4	Term A Fl 2 Gate A4	wall
594--8148	CONCOURSE	Outside gate A-2	Term A Fl 2 Gate A2	wall
594--8149	CONCOURSE	Outside gate A-11	Term A Fl 2 Gate A11	wall
594--8152	CONCOURSE	Inside gate A2	Term A Fl 2 Gate A2	wall
594--8153	CONCOURSE	Inside gate A2	Term A Fl 2 Gate A2	wall
594--8155	CONCOURSE	Outside gate A7 between rest rooms	Term A Fl 2 Gate A7	wall
594--8156	CONCOURSE	Inside gate A3	Term A Fl 2 Gate A3	sit down
594-8161	CONCOURSE	Gate A6 west wall	Term A Fl 2 Gate A6	wall
594-8162	CONCOURSE	Gate A6 west wall	Term A Fl 2 Gate A6	wall
594--8164	CONCOURSE	Outside gate A2 between restrooms	Term A Fl 2 Gate A2	wall
594--8165	CONCOURSE	Outside gate A2 between restrooms	Term A Fl 2 Gate A2	Wall TDD
594--8166	CONCOURSE	Outside gate A2 between restrooms	Term A Fl 2 Gate A2	wall
594--8167	CONCOURSE	Inside gate A3	Term A Fl 2 Gate A3	sit down
594--8168	CONCOURSE	Inside gate A3	Term A Fl 2 Gate A3	sit down
594--8169	CONCOURSE	Inside gate A3	Term A Fl 2 Gate A3	sit down
594--8170	CONCOURSE	Inside gate A3	Term A Fl 2 Gate A3	sit down
594--8316	CONCOURSE	Outside gate A-11	Term A Fl 2 Gate A11	wall
594--8317	CONCOURSE	Outside gate A-11	Term A Fl 2 Gate A11	wall
594-8667	CONCOURSE	Opposite wall from ent A6-A	Term A Fl 2 Gate A6-A	wall
594--8668	CONCOURSE	Inside gate A-4	Term A Fl 2 Gate A4	PP2000
594--8669	CONCOURSE	Inside gate A-3	Term A Fl 2 Gate A7	sit down
594-8670	CONCOURSE	Gate A6 west wall	Term A Fl 2 Gate A6	wall
594--8671	CONCOURSE	Outside gate A11 between restrooms	Term A Fl 2 Gate A2	PP2000

594--8672	CONCOURSE	Outside Gate A-7 between restrooms	Term A FI 2 Gate A3	PP2000
594-8400	TERM A GATE A-26 RIGHT OF DOOR	POS-4	Term A FI 2 Gate A26	sit down
594-8401	TERM A GATE A-26 RIGHT OF DOOR	POS-2	Term A FI 2 Gate A26	sit down
594-8402	TERM A GATE A-26 RIGHT OF DOOR	POS-3	Term A FI 2 Gate A26	sit down
594-8403	TERM A GATE A-26 RIGHT OF DOOR	POS-1	Term A FI 2 Gate A26	sit down
594-8404	TERM A GATE A-26 RIGHT OF DOOR	POS-5	Term A FI 2 Gate A26	sit down
594-8405	TERM A GATE A-24 NEXT TO WINDOW	POS-2	Term A FI 2 Gate A24	pedestal
594-8406	TERM A GATE A-24 NEXT TO WINDOW	POS-1	Term A FI 2 Gate A24	pedestal
594-8407	TERM A GATE A-24 NEXT TO WINDOW	POS-4	Term A FI 2 Gate A24	pedestal
594-8408	TERM A GATE A-24 NEXT TO WINDOW	POS-3	Term A FI 2 Gate A24	pedestal
594-8409	TERM A GATE A-25	LEFT OF DOOR-1	Term A FI 2 Gate A25	pedestal
594-8410	TERM A GATE A-23	X A-25-1	Term A FI 2 Gate A23	pedestal
594-8411	TERM A GATE A-23	CLUSTER-2	Term A FI 2 Gate A23	sit down
594-8412	TERM A GATE A-23	CLUSTER-3	Term A FI 2 Gate A23	sit down
594-8413	TERM A GATE A-23	CLUSTER-1	Term A FI 2 Gate A23	sit down
594-8414	TERM A GATE A-23	CLUSTER-4	Term A FI 2 Gate A23	sit down
594-8415	TERM A GATE A-23	CLUSTER-1	Term A FI 2 Gate A23	sit down
594-8416	TERM A GATE A-23	CLUSTER-3	Term A FI 2 Gate A23	sit down
594-8417	TERM A GATE A-23	CLUSTER-2	Term A FI 2 Gate A23	sit down
594-8418	TERM A GATE A-23	CLUSTER-4	Term A FI 2 Gate A23	sit down
594-8419	TERM A GATE A-23	BACK CLUSTER -3	Term A FI 2 Gate A23	sit down
594-8420	TERM A GATE A-23	BACK CLUSTER-1	Term A FI 2 Gate A23	sit down
594-8421	TERM A GATE 23	BACK CLUSTER-2	Term A FI 2 Gate A23	sit down
594-8422	TERM A GATE A-23	BACK CLUSTER-4	Term A FI 2 Gate A23	sit down
594-8423	TERM A GATE A-23	BACK CLUSTER-5	Term A FI 2 Gate A23	sit down
594-8424	TERM A GATE A-21	CLUSTER-2	Term A FI 2 Gate A21	sit down
594-8425	TERM A GATE A-21	CLUSTER-3	Term A FI 2 Gate A21	sit down
594-8426	TERM A GATE A-21	CLUSTER-1	Term A FI 2 Gate A21	sit down
594-8427	TERM A GATE A-21	CLUSTER-4	Term A FI 2 Gate A21	sit down
594-8428	TERM A GATE A-21	WALL-1	Term A FI 2 Gate A21	Wall TDD
594-8429	TERM A GATE A-21	WALL-2	Term A FI 2 Gate A21	Wall
594-8430	TERM A GATE A-21	WALL-3	Term A FI 2 Gate A21	Wall PP2000
594-8431	TERM A GATE A-21	WALL-4	Term A FI 2 Gate A21	Wall
594-8432	TERM A GATE A-21	WALL-5	Term A FI 2 Gate A21	Wall
594-8433	TERM A GATE A-22	WALL-1	Term A FI 2 Gate A22	Wall
594-8434	TERM A GATE A-22	WALL-2	Term A FI 2 Gate A22	Wall
594-8435	TERM A GATE A-22	WALL-3	Term A FI 2 Gate A22	Wall PP2000
594-8436	TERM A GATE A-22	WALL-4	Term A FI 2 Gate A22	wall
594-8437	TERM A GATE A-22	WALL POS-5	Term A FI 2 Gate A22	Wall TDD
594-8438	TERM A GATE A-22	CLUSTER-4	Term A FI 2 Gate A22	sit down
594-8439	TERM A GATE A-22	CLUSTER-1	Term A FI 2 Gate A22	sit down
594-8440	TERM A GATE A-22	CLUSTER-3	Term A FI 2 Gate A22	sit down
594-8441	TERM A GATE A-22	CLUSTER-2	Term A FI 2 Gate A22	sit down
594-8442	TERM A GATE A-19	RIGHT CLUSTER-2	Term A FI 2 Gate A19	sit down
594-8443	TERM A GATE A-19	RIGHT CLUSTER-3	Term A FI 2 Gate A19	sit down
594-8444	TERM A GATE A-19	RIGHT CLUSTER-1	Term A FI 2 Gate A19	sit down
594-8445	TERM A GATE A-19	A19 RIGHT CLUSTER -4	Term A FI 2 Gate A19	sit down
594-8446	TERM A GATE A-19	RIGHT CLUSTER-5	Term A FI 2 Gate A19	sit down
594-8447	TERM A GATE A-20	LEFT CLUSTER-4	Term A FI 2 Gate A20	sit down

594-8448	TERM A GATE A-20	LEFT CLUSTER-1	Term A FI 2 Gate A20	sit down
594-8449	TERM A GATE A-20	A20 LEFT CLUSTER-3	Term A FI 2 Gate A20	sit down
594-8450	TERM A GATE A-20	CLUSTER-2	Term A FI 2 Gate A20	sit down
594-8451	TERM A GATE A-20	RIGHT CLUSTER-4	Term A FI 2 Gate A20	sit down
594-8452	TERM A GATE A-20	RIGHT CLUSTER-1	Term A FI 2 Gate A20	sit down
594-8453	TERM A GATE A-20	RIGHT CLUSTER-3	Term A FI 2 Gate A20	sit down
594-8454	TERM A GATE A-20	RIGHT CLUSTER-2	Term A FI 2 Gate A20	sit down
594-8455	TERM A GATE A-20	RIGHT CLUSTER-4	Term A FI 2 Gate A20	sit down
594-8456	TERM A GATE A-20	RIGHT CLUSTER-1	Term A FI 2 Gate A20	sit down
594-8457	TERM A GATE A-20	RIGHT CLUSTER-3	Term A FI 2 Gate A20	sit down
594-8458	TERM A GATE A-20	RIGHT CLUSTER-2	Term A FI 2 Gate A20	sit down
594-8459	TERM A GATE A-19	LEFT CLUSTER-2	Term A FI 2 Gate A19	sit down
594-8460	TERM A GATE A-19	LEFT CLUSTER-3	Term A FI 2 Gate A19	sit down
594-8461	TERM A GATE A-19	LEFT CLUSTER-1	Term A FI 2 Gate A19	sit down
594-8462	TERM A GATE A-19	LEFT CLUSTER-4	Term A FI 2 Gate A19	sit down
594-8464	TERM A GATE A-19	WALL-2	Term A FI 2 Gate A19	wall
594-8465	TERM A GATE A-19	INSIDE GATE	Term A FI 2 Gate A19	Wall PP2000
594-8466	TERM A GATE A-19	WALL-4	Term A FI 2 Gate A19	wall
594-8467	TERM A GATE A-19	WALL-5	Term A FI 2 Gate A19	wall
594-8468	TERM A GATE A-18	LEFT CLUSTER-4	Term A FI 2 Gate A18	sit down
594-8469	TERM A GATE A-18	LEFT CLUSTER-1	Term A FI 2 Gate A18	sit down
594-8470	TERM A GATE A-18	LEFT CLUSTER-3	Term A FI 2 Gate A18	sit down
594-8471	TERM A GATE A-18	LEFT CLUSTER-2	Term A FI 2 Gate A18	sit down
594-8472	TERM A GATE A-18	INSIDE GATE A-18	Term A FI 2 Gate A18	wall
594-8473	TERM A GATE A-18	INSIDE GATE A-18	Term A FI 2 Gate A18	wall
594-8474	TERM A GATE A-18	INSIDE GATE A-18	Term A FI 2 Gate A18	Wall PP2000
594-8475	TERM A GATE A-20	RIGHT CLUSTER-5	Term A FI 2 Gate A20	sit down
594-8476	TERM A GATE A-18	INSIDE GATE	Term A FI 2 Gate A18	wall
594-8477	TERM A GATE A-18	INSIDE GATE	Term A FI 2 Gate A18	Wall TDD
594-8478	TERM A GATE A-17	CLUSTER-2	Term A FI 2 Gate A17	sit down
594-8479	TERM A GATE A-17	CLUSTER-3	Term A FI 2 Gate A17	sit down
594-8480	TERM A GATE A-17	CLUSTER-1	Term A FI 2 Gate A17	sit down
594-8481	TERM A GATE A-17	CLUSTER-4	Term A FI 2 Gate A17	sit down
594-8482	TERM A GATE A-17	RIGHT CLUSTER-5	Term A FI 2 Gate A17	sit down
594-8483	TERM A GATE A-16	WALL X RESTROOM-5	Term A FI 2 Gate A16	Wall TDD
594-8484	TERM A GATE A-16	WALL X RESTROOM-4	Term A FI 2 Gate A16	wall
594-8485	TERM A GATE A-16	WALL X RESTROOM-3	Term A FI 2 Gate A16	Wall PP2000
594-8486	TERM A GATE A-16	WALL X RESTROOM-2	Term A FI 2 Gate A16	wall
594-8487	TERM A GATE A-16	WALL X RESTROOMS-1	Term A FI 2 Gate A16	wall
594-8488	TERM A GATE A-16	CLUSTER-2	Term A FI 2 Gate A16	sit down
594-8489	TERM A GATE A-16	CLUSTER-3	Term A FI 2 Gate A16	sit down
594-8490	TERM A GATE A-16	CLUSTER-1	Term A FI 2 Gate A16	sit down
594-8491	TERM A GATE A-16	CLUSTER-4	Term A FI 2 Gate A16	sit down
594-8492	TERM A GATE A-16	CLUSTER-5	Term A FI 2 Gate A16	sit down
594-8493	TERM A GATE A-16	PED TOWARDS GT A16-2	Term A FI 2 Gate A16	pedestal
594-8494	TERM A GATE A-16	PED TOWARDS GT A16-1	Term A FI 2 Gate A16	pedestal
594-8495	TERM A GATE A-15	PED TOWARDS GT A15-1	Term A FI 2 Gate A15	pedestal
594-8496	TERM A GATE A-15	PED TOWARDS GT A15-2	Term A FI 2 Gate A15	pedestal
594-8497	TERM A GATE A-15	RIGHT CLUSTER-2	Term A FI 2 Gate A15	sit down
594-8498	TERM A GATE A-15	RIGHT CLUSTER-3	Term A FI 2 Gate A15	sit down
594-8499	TERM A GATE A-15	RIGHT CLUSTER-1	Term A FI 2 Gate A15	sit down
594-8500	TERM A GATE A-15	RIGHT CLUSTER-4	Term A FI 2 Gate A15	sit down
594-8501	TERM A GATE A-15	RIGHT CLUSTER-5	Term A FI 2 Gate A15	sit down
594-8502	TERM A GATE A-15	OUTSIDE WOMEN'S RR-1	Term A FI 2 Gate A15	Wall TDD
594-8503	TERM A GATE A-15	X RESTROOM-2	Term A FI 2 Gate A15	wall

594-8504	TERM A GATE A-15	BETWEEN RESTROOMS	Term A Fl 2 Gate A15	Wall PP2000
594-8505	TERM A GATE A-15	X RESTROOM-4	Term A Fl 2 Gate A15	wall
594-8506	TERM A GATE A-15	X RESTROOM -1	Term A Fl 2 Gate A15	wall
594-8507	TERM A GATE A-14	LEFT CLUSTER-1	Term A Fl 2 Gate A14	sit down
594-8508	TERM A GATE A-14	LEFT CLUSTER-2	Term A Fl 2 Gate A14	sit down
594-8509	TERM A GATE A-14	LEFT CLUSTER-3	Term A Fl 2 Gate A14	sit down
594-8510	TERM A GATE A-14	LEFT CLUSTER-4	Term A Fl 2 Gate A14	sit down
594--8564	TICKETING	Under Stairwell	Term A Fl 1 Ticketing	wall
594--8565	TICKETING	Under Stairwell	Term A Fl 1 Ticketing	Wall TDD
594--8566	TICKETING	Under Stairwell	Term A Fl 1 Ticketing	wall
594--8567	TICKETING	Left off street entrance	Term A Fl 1 Ticketing	wall
594--8568	TICKETING	Left off street entrance	Term A Fl 1 Ticketing	wall
594--8569	TICKETING	Left off street entrance	Term A Fl 1 Ticketing	wall
594-8086	Term A East Walkway	Term A East BtwnSecurity & Baggage Claim	Term A East Walkway	pedestal
594-8200	Term A East Walkway	Term A East BtwnSecurity & Baggage Claim	Term A East Walkway	pedestal
594-8078	BAGGAGE	Walkway to baggage	Term A Baggage Fl 1	wall
594-8079	BAGGAGE	Walkway to baggage	Term A Baggage Fl 1	wall
594-8080	BAGGAGE	Walkway to baggage	Term A Baggage Fl 1	wall
594--8081	BAGGAGE	Near street ent	Term A Baggage Fl 1	wall
594--8082	BAGGAGE	Near street ent	Term A Baggage Fl 1	wall
594--8083	BAGGAGE	Near street ent	Term A Baggage Fl 1	wall
594--8084	BAGGAGE	Near street ent	Term A Baggage Fl 1	Wall TDD
594-8525	A-WEST TICKETING	RT ENT X RR-1	Term A West Ticketing	wall
594-8526	A-WEST TICKETING	RIGHT ENT X RR-2	Term A West Ticketing	wall
594-8527	A-WEST TICKETING	RIGHT ENT X RR-3	Term A West Ticketing	wall
594-8528	A-WEST TICKETING	PED 1-2	Term A West Ticketing	pedestal
594-8529	A-WEST TICKETING	PED 2-2	Term A West Ticketing	pedestal
594-8530	A-WEST TICKETING	PED 1-1	Term A West Ticketing	pedestal
594-8531	A-WEST TICKETING	PED 1-2	Term A West Ticketing	pedestal
594-8532	A-WEST TICKETING	PED 2-3	Term A West Ticketing	pedestal
594-8533	A-WEST TICKETING	PED 2-1	Term A West Ticketing	pedestal
594-8536	A-WEST TICKETING	LFT ENT RT X RR-3	Term A West Ticketing	wall
594-8537	A-WEST TICKETING	LFT ENT RT X RR-2	Term A West Ticketing	wall
594-8538	A-WEST TICKETING	LEFT ENT X RR-3	Term A West Ticketing	wall
594-8512	TERM A - Int'l Arrival Hall	3rd floor-1	A-Int'l Arrivals Hall	wall
594-8513	TERM A - Int'l Arrival Hall	3rd floor-2	A-Int'l Arrivals Hall	wall
594-8514	TERM A - Int'l Arrival Hall	3rd floor-3	A-Int'l Arrivals Hall	wall
594-8516	TERM A - Int'l Arrival Hall	3rd floor-5	A-Int'l Arrivals Hall	wall
594-8517	TERM A - Int'l Arrival Hall	3rd floor-6	A-Int'l Arrivals Hall	wall
594-8518	TERM A - Int'l Arrival Hall	3rd floor-7	A-Int'l Arrivals Hall	Wall TDD
594-8519	TERM A - Int'l Arrival Hall	3rd floor - outside arrival hall	A-Int'l Arrivals Hall	pedestal
594-8520	TERM A - Int'l Arrival Hall	3rd floor - outside arrival hall	A-Int'l Arrivals Hall	pedestal
594-8648	TERM A - Int'l Arrival Hall	3rd floor-4	A-Int'l Arrivals Hall	Wall PP2000
594--8004	OD BC WEST SIDE TERM A	MOVE TO WEST TAXI LOT	Term A West Cab Lot	pedestal
594--8005	OD BC WEST SIDE TERM A	MOVE TO WEST TAXI LOT	Term A West Cab Lot	pedestal
594--8004	OD BC WEST SIDE TERM A	MOVE TO WEST TAXI LOT	Term A West Cab Lot	pedestal
594-8540	TERM A-WEST CAB LOT	X FROM RESTROOM-2	Term A-West Cab Lot	
594-8541	TERM A-WEST CAB LOT	X FORM RESTROOM-1	Term A-West Cab Lot	

594-8522	TERM A-WEST US AIR	Crew Lounge	Term A-W US Air Lounge	
594-8523	TERM A-WEST US AIR	Crew Lounge	Term A-W US Air Lounge	
594-8542	TERM A-WEST US AIR	US Air Breakroom-nxt to bathroom	Term A-W Breakroom	
594-8543	TERM A-WEST US AIR	US Air Breakroom-nxt to bathroom	Term A-W Breakroom	
594--8030	TRAIN PLATFORM	MIDDLE STEPS DOWN TO PLATFORM	Train Platform Term A	pedestal
594--8067	TRAIN PLATFORM	BAG SIDE PLATFORM inside	Train Platform Term A	pedestal
594--8172	A-B WALKWAY	ACR FROM LAPTOP LANE	Term A-B Link	wall
594--8173	A-B WALKWAY	ACR FROM LAPTOP LANE	Term A-B Link	Wall TDD
594--8174	CONCOURSE	GATE B16 SE wall near window	Term B FI 2 Gate B16	wall
594--8176	CONCOURSE	GATE B14 NW corner wall	Term B FI 2 Gate B14	sit down
594--8177	CONCOURSE	GATE B14 NW corner wall	Term B FI 2 Gate B14	sit down
594--8178	CONCOURSE	Outside Gate B14-B16	Term B FI 2 Gate B14	sit down
594--8179	CONCOURSE	Outside Gate B14-B16	Term B FI 2 Gate B14	sit down
594--8180	CONCOURSE	GATE B14 NW corner wall	Term B FI 2 Gate B14	sit down
594--8181	CONCOURSE	Outside Gate B14-B16	Term B FI 2 Gate B14	sit down
594--8182	CONCOURSE	Corridor nr gate B13&B15	Term B FI 2 Gate B13	wall
594--8183	CONCOURSE	Corridor nr gate B13&B15	Term B FI 2 Gate B13	wall
594--8185	CONCOURSE	Corridor nr gate B13&B15	Term B FI 2 Gate B13	wall
594--8186	CONCOURSE	Corridor nr gate B13&B15	Term B FI 2 Gate B13	wall
594--8187	CONCOURSE	Corridor nr gate B13&B15 south wall	Term B FI 2 Gate B13	wall
594--8188	CONCOURSE	Corridor nr gate B13&B15 south wall	Term B FI 2 Gate B13	wall
594--8189	CONCOURSE	Corridor nr gate B13&B15 south wall	Term B FI 2 Gate B13	wall
594--8190	CONCOURSE	Corridor nr gate B13&B15 south wall	Term B FI 2 Gate B13	wall
594--8192	CONCOURSE	Outside corridor B11 south wall	Term B FI 2 Gate B11	wall
594--8193	CONCOURSE	Outside corridor B11 south wall	Term B FI 2 Gate B11	wall
594--8194	CONCOURSE	Outside Corridor B11 between rest rooms	Term B FI 2 Gate B11	wall
594--8195	CONCOURSE	Outside Corridor B11 between rest rooms	Term B FI 2 Gate B11	wall
594--8196	CONCOURSE	Outside Corridor B11 between rest rooms	Term B FI 2 Gate B11	wall
594--8197	CONCOURSE	Outside Corridor B11 between rest rooms	Term B FI 2 Gate B11	wall
594--8198	CONCOURSE	Inside gate B9 behind booth	Term B FI 2 Gate B9	wall
594--8199	CONCOURSE	Inside gate B9 behind booth	Term B FI 2 Gate B9	wall
594--8252	CONCOURSE	Inside gate B7 behind booth	Term B FI 2 Gate B7	wall
594--8253	CONCOURSE	Inside gate B7 near window	Term B FI 2 Gate B7	wall
594--8254	CONCOURSE	Inside gate B7	Term B FI 2 Gate B7	wall
594--8255	CONCOURSE	Inside gate B8 near window	Term B FI 2 Gate B8	wall
594--8256	CONCOURSE	Inside gate B8 near window	Term B FI 2 Gate B8	wall
594--8257	CONCOURSE	Inside gate B8 near window	Term B FI 2 Gate B8	wall
594--8258	CONCOURSE	Inside gate B5 near corridor	Term B FI 2 Gate B5	wall
594--8259	CONCOURSE	Inside gate B5 near corridor	Term B FI 2 Gate B5	wall
594--8260	CONCOURSE	Corridor outside gate B3&B5 between rest rooms	Term B FI 2 Gate B3	wall
594--8261	CONCOURSE	Corridor outside gate B3&B5 TDD	Term B FI 2 Gate B3	TDD
594--8262	CONCOURSE	Corridor outside gate B3&B5 between rest rooms	Term B FI 2 Gate B3	wall
594--8264	CONCOURSE	Inside gate B6 west wall	Term B FI 2 Gate B6	wall
594--8265	CONCOURSE	Inside gate B6 west wall	Term B FI 2 Gate B6	wall
594--8266	CONCOURSE	Inside gate B6 west wall	Term B FI 2 Gate B6	wall
594--8267	CONCOURSE	Inside gate B3 east wall	Term B FI 2 Gate B3	wall
594--8268	CONCOURSE	Inside gate B3 east wall	Term B FI 2 Gate B3	wall
594--8270	CONCOURSE	Inside gate B4 west wall	Term B FI 2 Gate B4	wall
594--8271	CONCOURSE	Inside gate B4 west wall	Term B FI 2 Gate B4	wall
594--8272	CONCOURSE	Inside gate B4 west wall	Term B FI 2 Gate B4	wall

594--8273	CONCOURSE	Inside gate B1 east wall	Term B Fl 2 Gate B1	wall
594--8274	CONCOURSE	Inside gate B1 east wall	Term B Fl 2 Gate B1	wall
594--8275	CONCOURSE	Inside gate B1 east wall	Term B Fl 2 Gate B1	wall
594--8276	CONCOURSE	Inside gate B2 northwest wall	Term B Fl 2 Gate B2	wall
594--8277	CONCOURSE	Inside gate B2 northwest wall	Term B Fl 2 Gate B2	wall
594--8278	CONCOURSE	Inside gate B2 northwest wall	Term B Fl 2 Gate B2	wall
594--8673	CONCOURSE	GATE B16 SE wall near window	Term B Fl 2 Gate B16	wall
594--8674	CONCOURSE	Corridor nr gate B12&B14	Term B Fl 2 Gate B12	wall
594--8675	CONCOURSE	Outside corridor B11 south wall	Term B Fl 2 Gate B11	PP2000
594--8676	CONCOURSE	Inside gate B9 behind booth	Term B Fl 2 Gate B9	PP2000
594--8677	CONCOURSE	Corridor outside gate B3&B5 btwn rest rooms	Term B Fl 2 Gate B3	TDD
594--8678	CONCOURSE	Inside gate B3 east wall	Term B Fl 2 Gate B3	PP2000
594--8087	BAGGAGE	West Wall	Term B Baggage Fl 1	wall
594--8088	BAGGAGE	West Wall	Term B Baggage Fl 1	Wall TDD
594--8089	BAGGAGE	West Wall	Term B Baggage Fl 1	wall
594--8090	BAGGAGE	West Wall	Term B Baggage Fl 1	wall
594--8091	BAGGAGE	Concrete pillar face street	Term B Baggage Fl 1	wall
594--8092	BAGGAGE	Concrete pillar face street	Term B Baggage Fl 1	wall
594--8093	BAGGAGE	Concrete pillar face street	Term B Baggage Fl 1	wall
594--8094	BAGGAGE	Concrete pillar face street	Term B Baggage Fl 1	wall
594--8095	BAGGAGE	South wall face taxi dispatch	Term B Baggage Fl 1	wall
594--8096	BAGGAGE	South wall face taxi dispatch	Term B Baggage Fl 1	wall
594--8073	FOOD COURT	near rear wall - right	Food court	wall
594--8074	FOOD COURT	near rear wall - left	Food court	wall
594--8075	FOOD COURT	near rear wall - right	Food court	wall
594--8076	FOOD COURT	near rear wall - left	Food court	wall
594--8070	HALLWAY	BELOW B13	US Air Hallway B13 Fl1	wall
594--8071	HALLWAY	BELOW B6	US Air Hallway B6 Fl 1	wall
594--8072	HALLWAY	BELOW B13	US Air Hallway B13 Fl1	wall
594--8059	LOUNGE B4 FL 1	CREW LOUNGE	US Air Lounge B4 Fl 1	wall
594--8065	LOUNGE	US AIR CREW LOUNGE	US Air Lounge Fl 1	
594--8066	LOUNGE	US AIR CREW LOUNGE	US Air Lounge Fl 1	
594--8068	GATE B12 FL 1	HALL/LOUNGE	US Air Lounge B12 Fl 1	wall
594--8621	LOUNGE B6 FL 1	CREW LOUNGE	US Air Lounge B6 Fl 1	Desk/Diamond
594--8622	LOUNGE	US AIR CREW LOUNGE	US Air Lounge Fl 1	Desk/Diamond
594--8623	LOUNGE	US AIR CREW LOUNGE	US Air Lounge Fl 1	Desk/Diamond
594--8624	LOUNGE	US AIR CREW LOUNGE	US Air Lounge Fl 1	Desk/Diamond
594--8625	LOUNGE	US AIR CREW LOUNGE	US Air Lounge Fl 1	Desk/Diamond
594--8570	TICKETING	BAGGAGE CHUTE	Term B Fl 1 Ticketing	wall
594--8571	TICKETING	BAGGAGE CHUTE	Term B Fl 1 Ticketing	wall
594--8572	TICKETING	Outside restrooms	Term B Fl 1 Ticketing	wall
594--8573	TICKETING	Outside restrooms	Term B Fl 1 Ticketing	wall
594--8067	TRAIN PLATFORM	BAG SIDE PLATFORM inside	Train Platform Term A	pedestal
594--8077	TRAIN PLATFORM	VESTIBULE INSIDE	Train Platform Term B	pedestal
594--8031	TERMINAL	CORRIDOR to term D&E outside gate C16	Term C Fl 2 Gate C16	wall
594--8114	TERMINAL	CORRIDOR to term D&E outside gate C16	Term C Fl 2 Gate C16	wall
594--8129	TERMINAL	Corridor outside men restroom near gate C16	Term C Fl 2 Gate C16	wall
594--8130	TERMINAL	Corridor outside men restroom near gate C16	Term C Fl 2 Gate C16	wall
594--8201	TERMINAL	CORRIDOR to term D&E outside gate C16	Term C Fl 2 Gate C16	wall

594--8202	TERMINAL	Corridor outside men restroom near gate C16	Term C Fl 2 Gate C16	wall
594--8280	CONCOURSE	Inside gate C25 east wall	Term C Fl 2 Gate C25	wall
594--8281	CONCOURSE	Inside gate C25 east wall	Term C Fl 2 Gate C25	wall
594--8282	CONCOURSE	Inside gate C25 east wall	Term C Fl 2 Gate C25	wall
594--8283	CONCOURSE	Inside gate C25 east wall	Term C Fl 2 Gate C25	wall
594--8285	CONCOURSE	Inside gate C29 south wall	Term C Fl 2 Gate C29	sit down
594--8286	CONCOURSE	Inside gate C29 south wall	Term C Fl 2 Gate C29	sit down
594--8287	CONCOURSE	Inside gate C30 near window	Term C Fl 2 Gate C30	sit down
594--8288	CONCOURSE	Inside gate C30 near window	Term C Fl 2 Gate C30	sit down
594--8291	CONCOURSE	Corridor across from C30 between restrooms	Term C Fl 2 Gate C30	wall
594--8292	CONCOURSE	Corridor across from C30 between restrooms	Term C Fl 2 Gate C30	wall
594--8293	CONCOURSE	Corridor across from C30 between restrooms	Term C Fl 2 Gate C30	wall
594--8294	CONCOURSE	Corridor across from C30 between restrooms	Term C Fl 2 Gate C30	wall
594--8295	CONCOURSE	Corridor across from C30 between restrooms	Term C Fl 2 Gate C30	wall
594--8296	CONCOURSE	Corridor across from C30 between restrooms	Term C Fl 2 Gate C30	wall
594--8297	CONCOURSE	Corridor across from C30 between restrooms	Term C Fl 2 Gate C30	wall
594--8298	CONCOURSE	Corridor across from C30 between restrooms	Term C Fl 2 Gate C30	wall
594--8299	CONCOURSE	Inside gate C26	Term C Fl 2 Gate C26	wall
594--8300	CONCOURSE	Inside gate C26	Term C Fl 2 Gate C26	wall
594--8301	CONCOURSE	Inside gate C24	Term C Fl 2 Gate C24	wall
594--8302	CONCOURSE	Inside gate C24	Term C Fl 2 Gate C24	wall
594--8304	CONCOURSE	Inside gate C22	Term C Fl 2 Gate C22	wall
594--8305	CONCOURSE	Inside gate C22	Term C Fl 2 Gate C22	wall
594--8306	CONCOURSE	Inside gate C22	Term C Fl 2 Gate C22	wall
594--8307	CONCOURSE	Inside gate C21 wall near window	Term C Fl 2 Gate C21	wall
594--8308	CONCOURSE	Inside gate C21 wall near window	Term C Fl 2 Gate C21	wall
594--8309	CONCOURSE	Inside gate C21 wall near window	Term C Fl 2 Gate C21	wall
594--8311	CONCOURSE	Corridor across from C20&C22	Term C Fl 2 Gate C20	Wall TDD
594--8312	CONCOURSE	Corridor across from C20&C22	Term C Fl 2 Gate C20	wall
594--8313	CONCOURSE	Corridor across from C20&C22	Term C Fl 2 Gate C20	wall
594--8314	CONCOURSE	Corridor across from C20&C22	Term C Fl 2 Gate C20	wall
594--8315	CONCOURSE	Corridor across from C20&C22	Term C Fl 2 Gate C20	wall
594--8318	CONCOURSE	Inside C20 - north wall	Term C Fl 2 Gate C20	wall
594--8319	CONCOURSE	Inside C20 - north wall	Term C Fl 2 Gate C20	wall
594--8320	CONCOURSE	Inside C20 - north wall	Term C Fl 2 Gate C20	wall
594--8321	CONCOURSE	Inside C17 against wall	Term C Fl 2 Gate C17	wall
594--8322	CONCOURSE	Inside C17 against wall	Term C Fl 2 Gate C17	wall
594--8323	CONCOURSE	Inside gate C19 near stairwell	Term C Fl 2 Gate C19	wall
594--8324	CONCOURSE	Inside gate C19 near stairwell	Term C Fl 2 Gate C19	wall
594--8325	CONCOURSE	Inside gate C19 near stairwell	Term C Fl 2 Gate C19	wall
594--8326	CONCOURSE	Inside gate C23	Term C Fl 2 Gate C23	wall
594--8327	CONCOURSE	Inside gate C23	Term C Fl 2 Gate C23	wall
594--8328	CONCOURSE	Inside gate C23	Term C Fl 2 Gate C23	wall
594--8329	CONCOURSE	Inside gate C18 near window	Term C Fl 2 Gate C18	wall
594--8330	CONCOURSE	Inside gate C18 near window	Term C Fl 2 Gate C18	wall
594--8331	CONCOURSE	Inside gate C18 near window	Term C Fl 2 Gate C18	wall
594--8681	CONCOURSE	Inside gate C26	Term C Fl 2 Gate C26	PP2000
594--8683	CONCOURSE	Corridor across from C20&C22 between restrooms	Term C Fl 2 Gate C20	wall
594--8684	CONCOURSE	Inside C17 against wall	Term C Fl 2 Gate C17	wall
594--8171	CONCOURSE	Inside gate C24	Term C Fl 2 Gate C24	wall
594--8175	CONCOURSE	Inside gate C30 near window	Term C Fl 2 Gate C30	sit down
594--8085	GATE C-22/LWR LVL/BREAKROOM		C-22 Fl 1 Break Rm	wall
594--8013	TERM C/FLR 1/BELOW GATE C-25		C-25 Fl 1	wall

594--8008	US AIR C-17GR FLR/MECH BRK RM		C-17 Fl 1 Break Rm	wall wall
594--8097	BAGGAGE	Concrete pillar face street	Term C Baggage Fl 1	wall
594--8098	BAGGAGE	Concrete pillar next to carousel F	Term C Baggage Fl 1	wall
594--8099	BAGGAGE	Concrete pillar next to carousel F	Term C Baggage Fl 1	wall
594--8100	BAGGAGE	Concrete pillar next to carousel G	Term C Baggage Fl 1	wall
594--8101	BAGGAGE	Concrete pillar near rental phones	Term C Baggage Fl 1	wall
594--8102	BAGGAGE	Near Restrooms	Term C Baggage Fl 1	wall
594--8103	BAGGAGE	Near Restrooms	Term C Baggage Fl 1	Wall TDD
594--8574	TICKETING	North facing street -cluster 1	Term C Fl 1 Ticketing	Pedestal TDD
594--8575	TICKETING	North facing street -cluster 1	Term C Fl 1 Ticketing	pedestal
594--8576	TICKETING	North facing street -cluster 1	Term C Fl 1 Ticketing	pedestal
594--8577	TICKETING	North facing street -cluster 2	Term C Fl 1 Ticketing	pedestal
594--8578	TICKETING	North facing street -cluster 2	Term C Fl 1 Ticketing	pedestal
594--8579	TICKETING	North facing street -cluster 2	Term C Fl 1 Ticketing	pedestal
594--8580	TICKETING	North facing street - cluster 4	Term C Fl 1 Ticketing	pedestal
594--8581	TICKETING	North facing street - cluster 4	Term C Fl 1 Ticketing	pedestal
594--8582	TICKETING	North facing street - cluster 4	Term C Fl 1 Ticketing	pedestal
594--8583	TICKETING	North facing street - cluster 3	Term C Fl 1 Ticketing	pedestal
594--8584	TICKETING	North facing street - cluster 3	Term C Fl 1 Ticketing	pedestal
594--8585	TICKETING	North facing street - cluster 3	Term C Fl 1 Ticketing	pedestal
594--8586	TICKETING	East wall near elevator	Term C Fl 1 Ticketing	wall
594--8587	TICKETING	East wall near elevator	Term C Fl 1 Ticketing	wall
594--8034	TRAIN PLATFORM	MIDDLE STEPS DOWN TO PLATFORM	Train Platform Term C	pedestal
594--8036	TRAIN PLATFORM	BAG SIDE TRAIN PLATFORM VESTIBULE	Train Platform Term C	pedestal
594--8056	POLICE STATION FL 1	Between term C-D	Police Station Fl 1	WALL N SHELF
594--8333	CONCOURSE	South wall front of USO	Term D Fl 2 USO	wall
594--8334	CONCOURSE	South wall front of USO	Term D Fl 2 USO	wall
594--8335	CONCOURSE	South wall front of USO	Term D Fl 2 USO	wall
594--8336	TERM D USO (#4)	TERM D USO	Term D Fl 2 USO	wall
594--8352	CONCOURSE	East wall outside lamberti rest	Term D Fl 2 Nr Rest	wall
594--8353	CONCOURSE	East wall outside lamberti rest	Term D Fl 2 Nr Rest	wall
594--8354	CONCOURSE	East wall outside lamberti rest	Term D Fl 2 Nr Rest	wall
594--8355	CONCOURSE	East wall outside lamberti rest	Term D Fl 2 Nr Rest	wall
594--8600	RED CARPET CLUB	LOUNGE	Term D Fl 2 Red Lounge	wall
594--8601	RED CARPET CLUB	BUSINESS CENTER	Term D Fl 2 Red Lounge	Desk/Diamond
594--8602	RED CARPET CLUB	LOUNGE	Term D Fl 2 Red Lounge	Desk/Diamond
594--8603	RED CARPET CLUB	LOUNGE	Term D Fl 2 Red Lounge	Desk/Diamond
594--8604	RED CARPET CLUB	CONF ROOM	Term D Fl 2 Red Lounge	Desk/Diamond
594--8605	RED CARPET CLUB	LOUNGE	Term D Fl 2 Red Lounge	wall
594--8606	RED CARPET CLUB	BUSINESS CENTER	Term D Fl 2 Red Lounge	Desk/Diamond
594--8607	RED CARPET CLUB	BUSINESS CENTER	Term D Fl 2 Red Lounge	Desk/Diamond
594--8608	RED CARPET CLUB	BUSINESS CENTER	Term D Fl 2 Red Lounge	Desk/Diamond
594--8609	RED CARPET CLUB	BUSINESS CENTER	Term D Fl 2 Red Lounge	Desk/Diamond
594--8611	RED CARPET CLUB	LOUNGE	Term D Fl 2 Red Lounge	Desk/Diamond
594--8612	RED CARPET CLUB	BUSINESS CENTER	Term D Fl 2 Red Lounge	Desk/Diamond
594--8613	RED CARPET CLUB	BUSINESS CENTER	Term D Fl 2 Red Lounge	Desk/Diamond
594--8614	RED CARPET CLUB	LOUNGE	Term D Fl 2 Red Lounge	Desk/Diamond
594--8615	RED CARPET CLUB	LOUNGE	Term D Fl 2 Red Lounge	Desk/Diamond
594--8616	RED CARPET	LOUNGE	Term D Fl 2 Red Lounge	Desk/Diamond

594--8617	RED CARPET CLUB	BAR AREA	Term D FI 2 Red Lounge	Desk/Diamond
594--8618	RED CARPET CLUB	BAR AREA	Term D FI 2 Red Lounge	Desk/Diamond
594--8157	D Hammerhead	Inside gate D12	Term D FI 2 Gate D12	sit down
594--8158	D Hammerhead	Inside gate D12	Term D FI 2 Gate D12	sit down
594--8159	D Hammerhead	Inside gate D12	Term D FI 2 Gate D12	sit down
594--8163	CONCOURSE	Outside gate D3	Term D FI 2 Gate D3	pedestal
594--8222	D Hammerhead	between restrooms	Term D FI 2 Nr Rest	sit down
594--8223	D Hammerhead	between restrooms	Term D FI 2 Nr Rest	sit down
594--8224	D Hammerhead	between restrooms	Term D FI 2 Nr Rest	sit down
594--8337	CONCOURSE	GATE D7 east wall	Term D FI 2 Gate D7	wall
594--8338	CONCOURSE	GATE D7 east wall	Term D FI 2 Gate D7	wall
594--8339	CONCOURSE	GATE D7 east wall	Term D FI 2 Gate D7	wall
594--8340	CONCOURSE	Outside gate D5	Term D FI 2 Gate D5	wall
594--8341	CONCOURSE	Outside gate D5	Term D FI 2 Gate D5	wall
594--8342	CONCOURSE	Corridor between D4&D8 restrooms	Term D FI 2 Gate D4	wall
594--8343	CONCOURSE	Corridor between D4&D8 restrooms	Term D FI 2 Gate D4	wall
594--8344	CONCOURSE	Corridor between D4&D8 restrooms	Term D FI 2 Gate D4	Wall TDD
594--8345	CONCOURSE	Corridor between D4&D8 restrooms	Term D FI 2 Gate D4	wall
594--8346	CONCOURSE	Outside gate D3	Term D FI 2 Gate D3	pedestal
594--8347	CONCOURSE	Outside gate D4	Term D FI 2 Gate D4	wall
594--8348	CONCOURSE	Outside gate D4	Term D FI 2 Gate D4	wall
594--8349	CONCOURSE	Outside gate D4	Term D FI 2 Gate D4	wall
594--8350	CONCOURSE	Outside gate D4	Term D FI 2 Gate D4	wall
594--8351	CONCOURSE	Outside gate D2	Term D FI 2 Gate D2	wall
594--8356	D6 FL 1	CORRIDOR WALL	Term D FI 1 Gate D6	wall
594--8685	CONCOURSE	GATE D7 east wall	Term D FI 2 Gate D7	PP2000
594--8686	CONCOURSE	Corridor between D4&D8 restrooms	Term D FI 2 Gate D4	PP2000
594--8688	CONCOURSE	Outside gate D2	Term D FI 2 Gate D2	PP2000
594--8104	BAGGAGE	CAROUSEL UNITED	Term D Baggage FI 1	wall
594--8106	BAGGAGE	NR RESTROOMS	Term D Baggage FI 1	pedestal
594--8107	BAGGAGE	NR RESTROOMS	Term D Baggage FI 1	pedestal
594--8108	BAGGAGE	NR RESTROOMS	Term D Baggage FI 1	pedestal
594--8110	BAGGAGE	Wall opp carousel	Term D Baggage FI 1	Wall TDD
594--8111	BAGGAGE	North wall concrete pillar	Term D Baggage FI 1	wall
594--8221	TICKETING	North wall face street - right bank	Term D FI 1 Ticketing	wall
594--8250	TICKETING	North wall face street - left bank	Term D FI 1 Ticketing	wall
594--8588	TICKETING	West wall near window	Term D FI 1 Ticketing	Wall TDD
594--8589	TICKETING	West wall near window	Term D FI 1 Ticketing	wall
594--8590	TICKETING	North wall face street - left bank	Term D FI 1 Ticketing	wall
594--8591	TICKETING	North wall face street - right bank	Term D FI 1 Ticketing	wall
594--8037	TRAIN PLATFORM	BAG SIDE INSIDE	Train Platform Term D	pedestal
594--8358	CONCOURSE	West wall of gate E entry - outside PUB	Term E FI 2 Nr Rest	wall
594--8359	CONCOURSE	Outside Delta Lounge	Term E FI 2 Nr Delta	wall
594--8360	CONCOURSE	Outside Delta Lounge	Term E FI 2 Nr Delta	wall
594--8371	CONCOURSE	Snack concession area restrooms	Term E FI 2 Concourse	Wall TDD
594--8372	CONCOURSE	Snack concession area restrooms	Term E FI 2 Concourse	wall
594--8373	CONCOURSE	Snack concession area restrooms	Term E FI 2 Concourse	wall
594--8690	CONCOURSE	West wall of gate E entry - outside PUB	Term E FI 2 Nr Rest	PP2000
594--8693	CONCOURSE	Snack concession area restrooms	Term E FI 2 Concourse	PP2000

594--8649	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8650	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8651	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8652	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8653	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8654	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8655	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8656	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8657	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8658	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8659	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8660	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8661	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8662	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8663	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8664	DELTA CROWN RM	FL2 ABV TICKET	Term E FI 2 Crown	Desk/Diamond
594--8001	TERM BLDG	Across from Executive Office	Term E FI 2 Ticketing	pedestal
594--8002	TERM BLDG	Across from Executive Office	Term E FI 2 Ticketing	pedestal
594--8357	CONCOURSE	Snack concession between restrooms	Term E FI 2 Gate E3	wall
594--8361	CONCOURSE	Inside E-12	Term E FI 2 Gate E7	wall
594--8362	CONCOURSE	Inside E-12	Term E FI 2 Gate E7	wall
594--8363	CONCOURSE	Inside E-12	Term E FI 2 Gate E10	wall
594--8364	CONCOURSE	Across from E5 between restrooms	Term E FI 2 Gate E5	wall
594--8365	CONCOURSE	Across from E5 between restrooms	Term E FI 2 Gate E5	wall
594--8366	CONCOURSE	Across from E5 between restrooms	Term E FI 2 Gate E5	wall
594--8375	CONCOURSE	Inside Gate E1	Term E FI 2 Gate E1	sit down
594--8376	CONCOURSE	Across from gate E1	Term E FI 2 Gate E1	wall
594--8377	CONCOURSE	Inside gate E1	Term E FI 2 Gate E1	sit down
594--8378	CONCOURSE	Outside Gate E1	Term E FI 2 Gate E1	wall
594--8379	CONCOURSE	Outside Gate E1	Term E FI 2 Gate E1	wall
594--8380	CONCOURSE	Outside gate E2	Term E FI 2 Gate E2	wall
594--8691	CONCOURSE	Corridor Gate E12	Term E FI 2 Gate E10	PP2000
594--8692	CONCOURSE	Across from E5 between restrooms	Term E FI 2 Gate E5	PP2000
594--8694	CONCOURSE	Outside Gate E1	Term E FI 2 Gate E1	PP2000
594--8012	E-2 LWR LVL LUNCHRM		E-2 FI 1 Lunch Rm	wall
594--8060	LOWER LEVEL		Term E FI 1	wall
594--8115	BAGGAGE	Near Restroom	Term E Baggage FI 1	Wall TDD
594--8116	BAGGAGE	Near Restroom	Term E Baggage FI 1	wall
594--8117	BAGGAGE	Near Restroom	Term E Baggage FI 1	wall
594--8118	BAGGAGE	Near Restroom	Term E Baggage FI 1	wall
594--8119	BAGGAGE	North wall face street btwn carousel 1&2	Term E Baggage FI 1	wall
594--8120	BAGGAGE	North wall face street btwn carousel 1&2	Term E Baggage FI 1	wall
594--8121	BAGGAGE	North wall near carousel 3	Term E Baggage FI 1	wall
594--8122	BAGGAGE	North wall near carousel 3	Term E Baggage FI 1	wall
594--8123	BAG CLAIM	North wall near carousel 2	Term E Baggage FI 1	wall
594--8124	BAG CLAIM	North wall near carousel 2	Term E Baggage FI 1	wall
594--8592	TICKETING	NORTHWEST	Term E FI 1 Ticketing	pedestal
594--8593	TICKETING	NORTHWEST	Term E FI 1 Ticketing	Pedestal
594--8594-	TICKETING	DELTA	Term E FI 1 Ticketing	TDD
				wall

594--8595	TICKETING	DELTA	Term E Fl 1 Ticketing	wall
594--8596	TICKETING	1ST FLOOR WEST WALL	Term E Fl 1 Ticketing	wall
594--8038	TRAIN PLATFORM	MIDDLE STEPS inside south side	Train Platform Term E	pedestal
594--8039	TRAIN PLATFORM	North side - inside	Train Platform Term E	pedestal
594--8125	BAGGAGE	North Wall near carousel 2	Term F Baggage Fl 1	Wall TDD
594--8126	BAGGAGE	North Wall near carousel 2	Term F Baggage Fl 1	wall
594--8127	BAGGAGE	North Wall near carousel 2	Term F Baggage Fl 1	wall
594--8128	BAGGAGE	North Wall near carousel 2	Term F Baggage Fl 1	wall
594--8381	CONCOURSE	GATE F-39	Term F Fl 1 Gate F39	pedestal
594--8382	CONCOURSE	GATE F35	Term F Fl 1 Gate F35	pedestal
594--8383	CONCOURSE	GATE F35	Term F Fl 1 Gate F35	pedestal
594--8384	CONCOURSE	GATE F30	Term F Fl 1 Gate F30	wall
594--8385	CONCOURSE	GATE F30	Term F Fl 1 Gate F30	Wall TDD
594--8386	CONCOURSE	GATE F29	Term F Fl 1 Gate F29	pedestal
594--8387	CONCOURSE	GATE F29	Term F Fl 1 Gate F29	pedestal
594--8388	CONCOURSE	GATE F27	Term F Fl 1 Gate F27	sit down
594--8389	CONCOURSE	GATE F27	Term F Fl 1 Gate F27	sit down
594--8390	CONCOURSE	GATE F-25	Term F Fl 1 Gate F25	pedestal
594--8391	CONCOURSE	GATE F-25	Term F Fl 1 Gate F25	pedestal
594--8392	CONCOURSE	GATEF23	Term F Fl 1 Gate F23	Wall TDD
594--8393	CONCOURSE	GATEF23	Term F Fl 1 Gate F23	sit down
594--8394	CONCOURSE	GATEF23	Term F Fl 1 Gate F23	sit down
594--8395	CONCOURSE	GATE F13 near window	Term F Fl 1 Gate F13	wall
594--8396	CONCOURSE	GATE F11 near door	Term F Fl 1 Gate F11	Pedestal TDD
594--8397	CONCOURSE	GATE F11 near door	Term F Fl 1 Gate F11	pedestal
594--8398	CONCOURSE	GATE 9	Term F Fl 1 Gate F9	sit down
594--8399	CONCOURSE	GATE F9 north wall	Term F Fl 1 Gate F9	sit down
594--8551	CONCOURSE	GATE F7	Term F Fl 1 Gate F7	pedestal
594--8552	CONCOURSE	GATE F7	Term F Fl 1 Gate F7	Pedestal TDD
594--8554	CONCOURSE	GATE F3	Term F Fl 1 Gate F3	pedestal
594--8555	CONCOURSE	GATE F3	Term F Fl 1 Gate F3	pedestal
594--8556	CONCOURSE	GATE F1 near north wall	Term F Fl 1 Gate F1	pedestal
594--8557	CONCOURSE	GATE F1 near north wall	Term F Fl 1 Gate F1	pedestal
594--8558	CONCOURSE	Inside GATE F39	Term F Fl 1 Gate F39	pedestal
594--8560	WALKWAY	SALLY PORT	Term F Fl 1 Sallyport	wall
594--8561	WALKWAY	Outside Jet Rock Bar&Grill	Term F HUB	wall
594--8562	WALKWAY	Outside Jet Rock Bar&Grill	Term F HUB	Wall TDD
594--8696	CONCOURSE	GATE F30	Term F Fl 1 Gate F30	PP2000
594--8697	CONCOURSE	GATE F27	Term F Fl 1 Gate F27	PP2000
594--8698	CONCOURSE	GATEF23	Term F Fl 1 Gate F23	wall
594--8699	CONCOURSE	GATE F17 near window	Term F Fl 1 Gate F17	PP2000
594--8700	WALKWAY	Outside Jet Rock Bar&Grill	Term F HUB	PP2000
594--8211	TICKETING	North seating area	Term F Fl 1 Ticketing	pedestal
594--8212	TICKETING	North seating area	Term F Fl 1 Ticketing	pedestal
594--8213	TICKETING	North seating area	Term F Fl 1 Ticketing	pedestal
594--8214	TICKETING	North seating area	Term F Fl 1 Ticketing	pedestal
594--8215	TICKETING	North seating area	Term F Fl 1 Ticketing	TDD
594--8597	TICKETING	North seating area	Term F Fl 1 Ticketing	pedestal
594--8598	TICKETING	North seating area	Term F Fl 1 Ticketing	pedestal
594--8599	TICKETING	North seating area	Term F Fl 1 Ticketing	pedestal

594--8058	TERM F		CURBSIDE departures	Term F OD Depart	pedestal
594--8009		Cab Lot	4700A Island Ave	Island ave cab lot	
594--8010		Cab Lot	4700A Island Ave	Island ave cab lot	
594--8011		Cab Lot	4700A Island Ave	Island ave cab lot	
594--8040		MARRIOTT HOTEL	ASSOCIATE ENT. LOADING DK/MARRIOTT	Loading Dock	wall
594--8043		MARRIOTT HOTEL	BLDG MARRIOTT FLR 2 SET #2 OF 3	2nd FI Lobby	wall
594--8044		MARRIOTT HOTEL	BLDG MARRIOTT// FLR 2 TEL. AREA	2nd FI Lobby	wall
594--8045		MARRIOTT HOTEL	BLDG MARRIOTT// FLR 2 TEL.AREA	2nd FI Lobby	wall
594--8046		MARRIOTT HOTEL	FLR 1 LOADING DOCK RIGHT PHONE	Loading Dock	wall
594--8047		MARRIOTT HOTEL	FLR 3 IN LOCKERROOM LT PHONE	3rd FI Locker Rm	wall
594--8048		MARRIOTT HOTEL	LOBBY AREA 3RD PHONE// marriott hotel	1st FI Lobby	wall
594--8049		MARRIOTT HOTEL	LOBBY AREA PHONE #2/MARRIOTT	1st FI Lobby	wall
594--8050		MARRIOTT HOTEL	LOBBY AREA PHONE #1/MARRIOTT	1st FI Lobby	wall
594--8053		AVIS RENTAL CAR		Avis Rental Car	wall
594--8054		DOLLAR RENT A CAR	ACROSS FROM TERM B	Dollar Rental Car	wall
594--8154		HERTZ	MAIN SVC LOBBY AREA	HERTZ RENT CAR INSIDE	wall
594--8160		HERTZ	BREAKRM MAIN SVC LOBBY BLDG	HERTZ RENT CAR INSIDE	wall
594--8217		EMPLOYEE PARKING	8200 Bartram Avenue	Emp Prk 8200 Bartram	pedestal
594--8218		EMPLOYEE PARKING	EMP PKG LOT/SEC B NORTH	Emp Prk 8200 Bartram	pedestal
594--8219		EMPLOYEE PARKING	EMP PKG LOT/SEC F SOUTH	Emp Prk 8200 Bartram	pedestal
594--8220		EMPLOYEE PARKING	EMPL PARKING LT SEC E	Emp Prk 8200 Bartram	pedestal
594--8063		US AIR COMMUTER TRLR	NR RUNWAY PAST E	ASIG Remote Trailers	wall
594--8064		US AIR COMMUTER TRLR	NR RUNWAY PAST E	ASIG Remote Trailers	wall
594--8014		CARGO CITY	World Wide Flgt Serv, Bldg C7	Cargo Cty Bldg C7 1st FI	wall
594--8015		CARGO CITY	AMERICAN AIR FREIGHT/(C-4)	Cargo Cty C-4	wall
594--8016		CARGO CITY	UNITED LOBBY - 2	Cargo Cty United	pedestal
594--8017		C-CARGO CITY	UNITED LOBBY - 1	Cargo Cty United	pedestal
594--8019		CARGO CITY	De-icing Tower US Air HALLWAY	Cargo Cty De-ice Twr	wall
594--8020		CARGO CITY	DELTA - FRONT OFC	Cargo Cty Delta Ofc	wall
594--8021		CARGO CITY	FED EX BLDG KING BLDG-FRONT LOBBY	Cargo Cty FedEx Lbby	wall
594--8022		CARGO CITY	FRNT BLDG OUTDOOR BOOTH WEST PAC	Cargo Cty West Pac OD	BOOTH
594--8023		CARGO CITY	FRNT BLDG OUTDOOR BOOTH WEST PAC	Cargo Cty West Pac OD	BOOTH
594--8024		CARGO CITY	US AIR OLD P.O LOBBY	US Air Cargo	wall
594--8025		CARGO CITY	US AIR OLD P.O LOBBY	US Air Cargo	wall
594--8026		CARGO CITY	US AIR OLD P.O LOBBY	US Air Cargo	wall
594--8027		CARGO CITY	US AIR OLD P.O LUNCH ROOM	US Air Cargo	wall
610-521-9702		USAir Maint Hngr-Bldg C-10	HANGER BREAKROOM	Bldg C10 Breakroom	
610-521-9722		USAir Maint Hngr-Bldg C-10	HANGER BREAKROOM	Bldg C10 Breakroom	
Total Payphone Count					584
Total with TDD					29
Total PP2000					26

Total with Data Ports  
Total Sit Down

389  
100

\*Report is sorted by ConcourseTelephone #

594-8142 Publicall Office  
594-8146 Publicall Office

## Attachment IV Calling Charges From The Airport Local Calls

Respondents are required to complete the table below, disclosing charges that Airport users must pay to complete the following calls.

	THREE MINUTE CALL		TEN MINUTE CALL	
<b>From PHL to:</b>	<b>@ 8:30 AM</b>	<b>@ 8:30 PM</b>	<b>@ 8:30 AM</b>	<b>@ 8:30 PM</b>

Center City Philadelphia

Coin Call	_____	_____	_____	_____
"0+ " Collect	_____	_____	_____	_____
"0+ " Credit Card	_____	_____	_____	_____
"0+ " Billed to Third Party	_____	_____	_____	_____

Doylestown, PA  
(Bucks County)

Coin Call	_____	_____	_____	_____
"0+ " Collect	_____	_____	_____	_____
"0+ " Credit Card	_____	_____	_____	_____
"0+ " Billed to Third Party	_____	_____	_____	_____

West Chester, PA  
(Chester County)

Coin Call	_____	_____	_____	_____
"0+ " Collect	_____	_____	_____	_____
"0+ " Credit Card	_____	_____	_____	_____
"0+ " Billed to Third Party	_____	_____	_____	_____

Media, PA  
(Delaware County)

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party	_____	_____	_____	_____

Norristown, PA  
(Montgomery County)

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party	_____	_____	_____	_____

Cherry Hill, NJ

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party	_____	_____	_____	_____

**From PNE to:**

Center City Philadelphia

Coin Call	_____	_____	_____	_____
-----------	-------	-------	-------	-------

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Doylestown, PA  
(Bucks County)

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

West Chester, PA  
(Chester County)

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Media, PA  
(Delaware County)

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Norristown, PA  
(Montgomery County)

Coin Call \_\_\_\_\_

**”0+ “ Collect** \_\_\_\_\_

**”0+ “ Credit Card** \_\_\_\_\_

**“0+ “ Billed to Third Party** \_\_\_\_\_

Cherry Hill, NJ

**Coin Call** \_\_\_\_\_

**”0+ “ Collect** \_\_\_\_\_

**”0+ “ Credit Card** \_\_\_\_\_

**“0+ “ Billed to Third Party** \_\_\_\_\_

# ATTACHMENT V

## Calling Charges From The Airport “0+” Long Distance Calls

Respondents are required to complete the table below, disclosing charges that Airport users must pay to complete the following calls.

	<b><u>THREE MINUTE CALL</u></b>		<b><u>TEN MINUTE CALL</u></b>	
<b><i>From PHL To:</i></b>	<b><i>@ 8:30 AM</i></b>	<b><i>@ 8:30 PM</i></b>	<b><i>@ 8:30 AM</i></b>	<b><i>@ 8:30 PM</i></b>
 Atlanta, Ga				
Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party _____	_____	_____	_____	_____
 Boston, MA				
Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party _____	_____	_____	_____	_____
 Chicago, IL				
Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party _____	_____	_____	_____	_____
 Orlando, FL				
Coin Call	_____	_____	_____	_____

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Los Angeles, CA

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

San Francisco, CA

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Dallas/Ft. Worth, TX

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Detroit, MI

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Pittsburgh, PA

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Tampa, FL

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Las Vegas, NV

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Ft. Lauderdale, FL

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Houston, TX

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Phoenix, AZ

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Denver, CO

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Miami, FL

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Charlotte, NC

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

Seattle/Tacoma, WA

Coin Call \_\_\_\_\_

”0+ “ Collect \_\_\_\_\_

”0+ “ Credit Card \_\_\_\_\_

“0+ “ Billed to Third Party \_\_\_\_\_

St. Louis, MO

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party	_____	_____	_____	_____

Hartford, CT

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party	_____	_____	_____	_____

**THREE MINUTE CALL**

**TEN MINUTE CALL**

***From PNE To:***

***@ 8:30 AM @ 8:30 PM***

***@ 8:30 AM @ 8:30 PM***

Atlanta, Ga

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party	_____	_____	_____	_____

Boston, MA

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party	_____	_____	_____	_____

Chicago, IL

Coin Call	_____	_____	_____	_____
-----------	-------	-------	-------	-------

”0+ “ Collect \_\_\_\_\_  
”0+ “ Credit Card \_\_\_\_\_  
“0+ “ Billed to Third Party \_\_\_\_\_

Orlando, FL

Coin Call \_\_\_\_\_  
”0+ “ Collect \_\_\_\_\_  
”0+ “ Credit Card \_\_\_\_\_  
“0+ “ Billed to Third Party \_\_\_\_\_

Los Angeles, CA

Coin Call \_\_\_\_\_  
”0+ “ Collect \_\_\_\_\_  
”0+ “ Credit Card \_\_\_\_\_  
“0+ “ Billed to Third Party \_\_\_\_\_

San Francisco, CA

Coin Call \_\_\_\_\_  
”0+ “ Collect \_\_\_\_\_  
”0+ “ Credit Card \_\_\_\_\_  
“0+ “ Billed to Third Party \_\_\_\_\_

Dallas/Ft. Worth, TX

Coin Call \_\_\_\_\_  
”0+ “ Collect \_\_\_\_\_  
”0+ “ Credit Card \_\_\_\_\_  
“0+ “ Billed to Third Party \_\_\_\_\_

Detroit, MI

**Coin Call** \_\_\_\_\_  
**”0+ “ Collect** \_\_\_\_\_  
**”0+ “ Credit Card** \_\_\_\_\_  
**“0+ “ Billed to Third Party** \_\_\_\_\_

Pittsburgh, PA

**Coin Call** \_\_\_\_\_  
**”0+ “ Collect** \_\_\_\_\_  
**”0+ “ Credit Card** \_\_\_\_\_  
**“0+ “ Billed to Third Party** \_\_\_\_\_

Tampa, FL

**Coin Call** \_\_\_\_\_  
**”0+ “ Collect** \_\_\_\_\_  
**”0+ “ Credit Card** \_\_\_\_\_  
**“0+ “ Billed to Third Party** \_\_\_\_\_

Las Vegas, NV

**Coin Call** \_\_\_\_\_  
**”0+ “ Collect** \_\_\_\_\_  
**”0+ “ Credit Card** \_\_\_\_\_  
**“0+ “ Billed to Third Party** \_\_\_\_\_

Ft. Lauderdale, FL

**Coin Call** \_\_\_\_\_  
**”0+ “ Collect** \_\_\_\_\_  
**”0+ “ Credit Card** \_\_\_\_\_  
**“0+ “ Billed to Third Party** \_\_\_\_\_

Houston, TX

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party	_____	_____	_____	_____

Phoenix, AZ

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party	_____	_____	_____	_____

Denver, CO

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party	_____	_____	_____	_____

Miami, FL

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____
“0+ “ Billed to Third Party	_____	_____	_____	_____

Charlotte, NC

Coin Call	_____	_____	_____	_____
”0+ “ Collect	_____	_____	_____	_____
”0+ “ Credit Card	_____	_____	_____	_____

**“0+ “ Billed to Third Party** \_\_\_\_\_

Seattle/Tacoma, WA

**Coin Call** \_\_\_\_\_

**”0+ “ Collect** \_\_\_\_\_

**”0+ “ Credit Card** \_\_\_\_\_

**“0+ “ Billed to Third Party** \_\_\_\_\_

St. Louis, MO

**Coin Call** \_\_\_\_\_

**”0+ “ Collect** \_\_\_\_\_

**”0+ “ Credit Card** \_\_\_\_\_

**“0+ “ Billed to Third Party** \_\_\_\_\_

Hartford, CT

**Coin Call** \_\_\_\_\_

**”0+ “ Collect** \_\_\_\_\_

**”0+ “ Credit Card** \_\_\_\_\_

**“0+ “ Billed to Third Party** \_\_\_\_\_

# ATTACHMENT VI

## REVENUE FROM PUBLIC PAY TELEPHONES LOCATED IN CITY OFFICE BUILDINGS AND OTHER CITY BUILDINGS AND FACILITIES

### Estimated Annual Gross Revenue Figures

Estimated annual Gross Revenues from 531 public pay telephones in City Office Buildings and other City Buildings and Facilities, excluding those of the Airport and of the Philadelphia Prison System are as follows:

Coin/coinless calling	\$435,258
“0+” long distance calling	<u>84,723</u>
<u>Total</u>	<u>\$519,981</u>

## ATTACHMENT VII

### Calling Charges From City Office Buildings and other City Buildings and Facilities Local Calls

Respondents are required to complete the table below, disclosing charges that PPT users must pay to complete the following calls.

<u>From any PPT to:</u>	<u>THREE MINUTE CALL</u>		<u>TEN MINUTE CALL</u>	
	<u>@8:30 AM</u>	<u>@8:30 PM</u>	<u>@8:30 AM</u>	<u>@8:30 PM</u>
<u>Any Philadelphia location</u>	_____	_____	_____	_____
<u>Doylestown, PA</u> <u>(Bucks County)</u>	_____	_____	_____	_____
<u>West Chester, PA</u> <u>(Chester County)</u>	_____	_____	_____	_____
<u>Media, PA</u> <u>(Delaware County)</u>	_____	_____	_____	_____
<u>Norristown, PA</u> <u>(Montgomery County)</u>	_____	_____	_____	_____
<u>Cherry Hill, NJ</u>	_____	_____	_____	_____

## Calling Charges From City Office Buildings and other City Buildings and Facilities “0+” Long Distance Calls

Respondents are required to complete the table below, disclosing charges that PPT users must pay to complete the following calls

<b>From any PPT to:</b>	<b><u>THREE MINUTE CALL</u></b>		<b><u>TEN MINUTE CALL</u></b>	
	<b><u>@8:30 AM</u></b>	<b><u>@8:30 PM</u></b>	<b><u>@8:30 AM</u></b>	<b><u>@8:30 PM</u></b>
Atlanta, GA	_____	_____	_____	_____
Boston, MA	_____	_____	_____	_____
Chicago, IL	_____	_____	_____	_____
Orlando, FL	_____	_____	_____	_____
Los Angeles, CA	_____	_____	_____	_____
San Francisco, CA	_____	_____	_____	_____
Dallas/Ft. Worth, TX	_____	_____	_____	_____
Detroit, MI	_____	_____	_____	_____
Pittsburgh, PA	_____	_____	_____	_____
Tampa, FL	_____	_____	_____	_____
Las Vegas, NV	_____	_____	_____	_____
Ft. Lauderdale, FL	_____	_____	_____	_____
Houston, TX	_____	_____	_____	_____
Phoenix, AZ	_____	_____	_____	_____
Denver, CO	_____	_____	_____	_____
Miami, FL	_____	_____	_____	_____
Charlotte, NC	_____	_____	_____	_____
Seattle/Tacoma, WA	_____	_____	_____	_____
St. Louis, MO	_____	_____	_____	_____
Hartford, CT	_____	_____	_____	_____

## ATTACHMENT XIII

### City of Philadelphia Payphone Concession Mandatory Philadelphia Prisons Site-Visit August 9<sup>th</sup> and August 10<sup>th</sup> 2007

The Philadelphia Prison Facilities, with the exception of one community based facility, are located in Northeast Philadelphia in close proximity to Interstate 95 between the Cottman Avenue and Academy Road Exits. The official address for the Executive Offices is 7901 State Road, which is the Curran-Fromhold Correctional Facility.

The purpose of this site-visit is to familiarize potential vendors with the extensive Physical Plant and the specific requirements and resources of its buildings.

The tour will include all buildings where Inmate Phones are located. Attendees will see the actual phone installations as well as phone rooms, electrical closets and in some cases tunnels that are used for access. Attendees should come dressed appropriately for such conditions.

Each primary vendor may bring up to four participants. Attendance by primary providers is mandatory. Potential sub-contractors are invited to attend although participation is not mandatory. Sub-contractors may register two participants. Participating organizations must register by Noon EST on Wednesday, August 8, 2007. Participants must bring photo identification and may not bring any electronics or computer devices into the facilities. Registrations should be sent to [roseanne.duzinski@prisons.phila.gov](mailto:roseanne.duzinski@prisons.phila.gov) and must include the participant name, organization, prime or sub status, business phone, cell phone and E-mail address.

The schedule is as follows:

#### August 9, 2007

<b>9:30 AM</b>	Welcome, light breakfast Curran Fromhold Correctional Facility (CFCF)
<b>10:15</b>	Tour CFCF
<b>Noon</b>	Lunch CFCF
<b>12:45</b>	House of Correction
<b>2:00</b>	ASD Facilities Central Unit, Mod 3
<b>3:15</b>	Detention Center
<b>4:30</b>	Daily Summary CFCF

August 10,,2007

<b>9:00</b>	CFCF Light Breakfast and gathering
<b>9:30</b>	<i>Philadelphia Industrial Correctional Center</i>
<b>10:30</b>	Riverside Correctional Facility
<b>11:30</b>	<i>Holmesburg Receiving</i>
<b>12:00</b>	<i>Cannery and Weekend Trailers</i>
<b>1:00</b>	Lunch and Closing CFCF
<b>2:00</b>	Cambria Community Center (optional)

<b>Attachment IX</b>		
<b>INMATE PHONES COUNT AS OF JUNE 2007</b>		
<b><u>LOCATION</u></b>	<b><u>INSTALLED PHONES</u></b>	
	<b><u>Original</u></b>	
<b><u>ASD</u></b>		
A Unit	6	
B Unit	6	
C Unit	6	
Law Phones	2	
<b>TOTAL</b>	<b>20</b>	
<b><u>MOD3</u></b>		
A Unit	2	
B Unit	2	
Cunit	2	
Dunit	2	
<b>TOTAL</b>	<b>8</b>	
<b><u>Cannery</u></b>		
Day Room	7	
Trailer A	1	
Trailer B	1	
Trailer C	1	
Trailer D	1	
Trailer E	3	
Trailer F	1	port removed
Trailer G	2	
<b>TOTAL</b>	<b>17</b>	
<b><u>Cambria</u></b>		
Aunit	2	
Bunit	2	
Cunit	2	
Dunit	2	
Eunit	2	
Funit	2	
Gunit	2	
Hunit	2	

Law Phones	1	
<b>TOTAL</b>	<b>17</b>	
<b>CFCF</b>		
A1Pod1	6	
A1Pod2	6	
A1Pod3	4	
A1Pod4	4	
A2Pod1	6	
A2Pod2	6	
A2Pod3	6	
A2Pod4	6	
B1Pod1	7	
B1Pod2	7	
B1Pod3	7	
B1Pod4	7	
B2Pod1	7	
B2Pod2	7	
B2Pod3	7	
B2Pod4	7	
C1Pod1	6	
C1Pod2	6	
C1Pod3	6	
C1Pod4	6	
C2Pod1	6	
C2Pod2	6	
C2Pod3	6	
C3Pod4	6	
D1Pod1	6	
D1Pod2	6	
D1Pod3	6	
D1Pod4	6	
D2Pod1	6	
D2Pod2	6	
D2Pod3	6	
D2Pod4	6	
Law Library A&B	2	
Law Library C&D	2	
Receiving Room	8	
Holmesburg	5	
<b>TOTAL</b>	<b>213</b>	
<b>HOC</b>		
A Blk	4	
Afront	5	
C 1Blk	5	
C2 Blk	6	
D1 Blk	10	

D2 Blk	10	
E1Blk	6	
E2 Blk	6	
F1Blk	10	
F2 Blk	10	
G1 Blk	7	
G2 Blk	5	
A dorm	2	
B dorm	2	
Law Library	4	
Receiving Room		
<b>TOTAL</b>	<b>92</b>	
<b><u>RCF</u></b>		
A Unit	5	
B Unit	5	
C Unit	5	
D Unit (Intake)	5	
E Unit	10	
F Unit (Mental Health)	10	
G Unit	10	
H Unit	10	
Law Library	3	
Receiving Room	3	
<b>TOTAL</b>	<b>66</b>	
<b><u>Detention Center</u></b>		
A Blk	5	
B Blk	5	
C Blk	5	
D Dorm	16	
E Dorm	16	
F Dorm	16	
G Dorm	16	
I Dorm	4	
D-Mor	3	
E-Mor	3	
F-Mor	3	
G-Mor	3	
Q-Mor	4	
Law Library	2	
Receiving Room	2	
Hospital - PHSW		
220	2	
212	1	
207	1	
117	1	

120	2	
<b>TOTAL</b>	<b>110</b>	
<b>PICC</b>		
A Unit	6	
B Unit	7	
C Unit	7	
D Unit	7	
E Unit	7	
F Unit	7	
G Unit	7	
H Unit	7	
F2 Unit	7	
G2 Unit	7	
H2 Unit	7	
J Unit	6	* (1) removed
K Unit	6	
Law Library 2nd fl	2	
Law Library Max	3	
Receiving room	1	
<b>TOTAL</b>	<b>94</b>	
<b>COMBINED TOTAL</b>		
<b>OF PHONES</b>	<b>637</b>	

## ATTACHMENT X

### CALLING CHARGES FOR PHILADELPHIA PRISON SYSTEM TELEPHONES FOR PUBLIC USE

#### Calling Charges From City Office Buildings and other City Buildings and Facilities Local Calls

Respondents are required to complete the table below, disclosing charges that PPT users must pay to complete the following calls.

<u>From any PPT to:</u>	<u>THREE MINUTE CALL</u>		<u>TEN MINUTE CALL</u>	
	<u>@8:30 AM</u>	<u>@8:30 PM</u>	<u>@8:30 AM</u>	<u>@8:30 PM</u>
<u>Any Philadelphia location</u>	_____	_____	_____	_____
<u>Doylestown, PA</u> <u>(Bucks County)</u>	_____	_____	_____	_____
<u>West Chester, PA</u> <u>(Chester County)</u>	_____	_____	_____	_____
<u>Media, PA</u> <u>(Delaware County)</u>	_____	_____	_____	_____
<u>Norristown, PA</u> <u>(Montgomery County)</u>	_____	_____	_____	_____
<u>Cherry Hill, NJ</u>	_____	_____	_____	_____

## Calling Charges From Philadelphia Prison System Telephones for Public Use "0+" Long Distance Calls

Respondents are required to complete the table below, disclosing charges that PPT users must pay to complete the following calls

From any PPT to:	<u>THREE MINUTE CALL</u>		<u>TEN MINUTE CALL</u>	
	<u>@8:30 AM</u>	<u>@8:30 PM</u>	<u>@8:30 AM</u>	<u>@8:30 PM</u>
Atlanta, GA	_____	_____	_____	_____
Boston, MA	_____	_____	_____	_____
Chicago, IL	_____	_____	_____	_____
Orlando, FL	_____	_____	_____	_____
Los Angeles, CA	_____	_____	_____	_____
San Francisco, CA	_____	_____	_____	_____
Dallas/Ft. Worth, TX	_____	_____	_____	_____
Detroit, MI	_____	_____	_____	_____
Pittsburgh, PA	_____	_____	_____	_____
Tampa, FL	_____	_____	_____	_____
Las Vegas, NV	_____	_____	_____	_____
Ft. Lauderdale, FL	_____	_____	_____	_____
Houston, TX	_____	_____	_____	_____
Phoenix, AZ	_____	_____	_____	_____
Denver, CO	_____	_____	_____	_____
Miami, FL	_____	_____	_____	_____
Charlotte, NC	_____	_____	_____	_____

Seattle/Tacoma, WA	_____	_____	_____	_____
St. Louis, MO	_____	_____	_____	_____
Hartford, CT	_____	_____	_____	_____

## ATTACHMENT XI

# CALLING CHARGES FOR PHILADELPHIA PRISON SYSTEM TELEPHONES – INMATE TELEPHONE SYSTEM

### *Inmate Telephone System Calling Charges*

#### *Charges to Billed Parties*

Vendors are to complete the following table indicating the charges that would be billed to parties accepting collect calls from the inmates incarcerated in the PPS. In all instances, the calls will be made from a location in the PPS area code (215) 685 exchange.

TIME	TO	MINIMUM	SURCHARGE	COST 15 MIN
DAY	(215)-222	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(215)-782	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(610)-820	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(609)-547	_____	_____	_____
EVENING		_____	_____	_____

NIGHT/WEEKEND		_____	_____	_____
DAY	(302)-AVG	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(804)-AVG	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(213)-AVG	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(809)-AVG	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(407)-AVG	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(202)-AVG	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(305)-AVG	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(808)-AVG	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(212)-AVG	_____	_____	_____
EVENING		_____	_____	_____
NIGHT/WEEKEND		_____	_____	_____
DAY	(718)-AVG	_____	_____	_____
EVENING		_____	_____	_____

NIGHT/WEEKEND

\_\_\_\_\_

## ATTACHMENT XII

### City of Philadelphia Prisons Policies and Procedures

	<p><b>PHILADELPHIA PRISONS</b></p> <p><b>POLICIES &amp; PROCEDURES</b></p>	<p><b>Policy Number</b></p> <p>4.G.3</p>	<p><b>Page</b> 1</p> <p><b>of</b> 9</p>
<p><b>Part:</b> IV - Institutional Services</p> <p><b>Section:</b> G - Mail, Telephone, Visiting</p>		<p><b>Related Pennsylvania Minimum Standards:</b> Title 37 PA Code § 95.222</p>	
<p><b>Subject:</b> Inmate Access to Telephones</p>		<p><b>Supersedes:</b> Policy 4.G.3 signed on April 5, 1999</p>	
<p><b>Approved:</b> _____ Commissioner</p>		<p><b>Signature Date:</b> October 10, 2006</p>	
<p><b>Effective Date:</b> November 10, 2006</p>		<p><b>Date of Scheduled Review:</b> October 10, 2010</p>	

### **Purpose**

To update and formalize procedures regulating the operation of the inmate telephones in the Philadelphia Prison System (PPS).

### **Policy**

It is the policy of the PPS to provide an inmate the opportunity to use telephones as a means of initiating and/or maintaining family, community, and legal relationships during the inmate's incarceration. The PPS will operate the inmate telephone system in a manner consistent with sound correctional management including necessary security and automated system requirements.

### **Definitions**

*Allowed Telephone Number:* a telephone number selected by the inmate to which the inmate may make a direct call or collect call.

*Call Duration:* the amount of time a particular type of call can continue. For example, a direct call can continue only for ten (10) minutes and a collect call can continue only for fifteen (15) minutes at a time.

*Call Usage Per Day:* the total amount of time that an inmate is allocated per day to place telephone calls. For example, during the allotted ten (10) minutes, an inmate may make up to three (3) direct telephone calls per day. This limitation does not apply to legal aid telephone calls if the telephone calls are made from the law library, which have an unlimited usage per day.

*Collect Call:* an outgoing telephone call which is charged by the telephone service provider to the person to whom the call has been made .

	<p><b>PHILADELPHIA PRISONS</b></p> <p><b>POLICIES &amp; PROCEDURES</b></p>	<p><b>Policy Number</b></p> <p>4.G.3</p>	<p><b>Page</b> 2</p> <p><b>of</b> 9</p>
<p><b>Part:</b> IV - Institutional Services</p> <p><b>Section:</b> G - Mail, Telephone, &amp; Visiting</p>		<p><b>Subject:</b> Inmate Access to Telephones</p> <p><b>Date:</b> October 10, 2006</p>	

*Direct Call:* an outgoing telephone call to a local telephone number which is provided at no cost to the inmate or the person to whom the telephone call has been made.

*Inmate Telephone:* a security telephone instrument with a restricted outgoing only communication line to be used by an inmate.

*Legal Aid Calls:* an outgoing telephone call to a limited compilation of telephone numbers (Philadelphia Bar Association members and other locally selected court/government officials) which an inmate may make from a telephone in an inmate law library. Calls made from the inmate law library will not be counted towards an inmate's call usage per day and are provided at no cost to the inmate or the person to whom the telephone call has been made. An inmate can place his/her attorney's telephone number on their allowed calling list and can call their attorney's telephone number from his/her assigned housing unit. If the inmate calls the attorney from the assigned housing unit, the call will be count against direct time and counted as a direct call.

*Lock-Out Interval:* the amount of time an inmate must wait to place a telephone call after he/she has used ten (10) minutes of direct and/or collect calls or has terminated a legal aid call. The lock-out interval does not effect placing a legal aid call; the lock-out interval of a legal aid call does not affect placing direct or collect calls.

*Personal Identification Number (PIN):* a three character code consisting of numbers selected by the inmate. This code will be associated with an inmate's Philadelphia Identification Number (PID/PIN). An inmate will access the inmate telephone system with this code plus his or her Philadelphia Identification Number (PID/PPN).

*Threshold for Lock-Out:* the amount of time an inmate may continue placing a call or calls before being locked out of the automated telephone system for a designated period of time.

### **Procedural Overview**

All inmates generally will have the same access to telephones. An inmate will be permitted at least one telephone call per day, with the length of the telephone call limited to a specific number of minutes. An inmate will be permitted to contact persons outside the facility. To assure fair and equal access to the inmate telephone system, as well as to minimize abuses of the inmate telephone system, the inmate telephones will be installed adjacent to, or in close proximity to, or in view of the housing officer's or other correctional officer's post.

An inmate will be afforded privacy when using the telephone system; telephone calls will not be intercepted or monitored except as permitted by Federal and/or Commonwealth Law.

	<p><b>PHILADELPHIA PRISONS</b></p> <p><b>POLICIES &amp; PROCEDURES</b></p>	<p><b>Policy Number</b></p> <p>4.G.3</p>	<p><b>Page</b> 3</p> <p><b>of</b> 9</p>
<p><b>Part:</b> IV - Institutional Services</p> <p><b>Section:</b> G - Mail, Telephone, &amp; Visiting</p>		<p><b>Subject:</b> Inmate Access to Telephones</p> <p><b>Date:</b> October 10, 2006</p>	

The PPS will monitor access to and use of the telephones to ensure equity, time constraints, and security to equipment.

The PPS will distribute and prominently post in each housing unit the rules and procedures for accessing the inmate telephone system.

### **Types/Categories of Calls**

Under the automated inmate telephone, three (3) types/categories of calls are recognized:

- direct calls;
- collect calls; and
- legal aid calls.

### **Direct Calls**

A direct call is an outgoing telephone call to a local number which is provided at no cost to the inmate or the person to whom the telephone call has been made. An inmate will be allotted up to ten (10) minutes of direct call time. An inmate is allowed up to three (3) direct free telephone calls within a ten (10) minute time frame. A direct call requires a personal identification number (PIN) and can only be made to an inmate's selected direct telephone numbers. A direct telephone call can only be made from an inmate's assigned housing unit.

### **Collect Calls**

A collect call is an outgoing telephone call which is charged by the telephone service provider to the person to whom the call has been made. An inmate will be allotted up to fifteen (15) minutes per collect call and has unlimited calling capability of those numbers on his/her allowed calling list. A collect call requires a personal identification number (PIN) and can only be made from the inmate's assigned housing unit.

### **Legal Aid Calls**

A legal aid call is an outgoing telephone call to a limited compilation of telephone numbers (Philadelphia Bar Association members and other locally selected court/government officials) which an inmate may make only from a telephone in an inmate law library. The Warden or a designee will ensure that a list of the available telephone numbers is posted in each facility law library. The duration of a legal aid call is twenty (20) minutes and there is unlimited usage per day. A legal aid call requires a personal identification number (PIN) and can only be made from a law library. An inmate can list his/her attorney's telephone number on their allowed calling list and can call the attorney's telephone

	<p><b>PHILADELPHIA PRISONS</b></p> <p><b>POLICIES &amp; PROCEDURES</b></p>	<p><b>Policy Number</b></p> <p>4.G.3</p>	<p><b>Page</b> 4</p> <p><b>of</b> 9</p>
<p><b>Part:</b> IV - Institutional Services</p> <p><b>Section:</b> G - Mail, Telephone, &amp; Visiting</p>		<p><b>Subject:</b> Inmate Access to Telephones</p> <p><b>Date:</b> October 10, 2006</p>	

number from his/her assigned housing unit. If the inmate calls the attorney from his/her assigned housing unit, the call will count against direct time and counted as a direct telephone call.

### **Access to the Inmate Telephone System**

It is the responsibility of the housing unit officer or other appropriate staff to regulate the telephone areas (for example housing units, law library, or intake area). The housing unit officer or other appropriate staff will keep the telephone area clear of inmates not authorized to use the telephones, such as an inmate who has exceeded his or her call usage allowance.

### **Assignment of a Personal Identification Number**

Upon admission to the PPS, intake staff will provide an inmate with an opportunity to make one collect call. This collect call is limited to five (5) minutes in duration and does not require an inmate to input his/her Philadelphia Identification Number (PID/PPN) and personal identification number (PIN).

During the intake process to the PPS, an inmate will be assigned a personal identification number to access the inmate telephone system and will be provided the opportunity to select up to five (5) telephone numbers including his/her attorney's telephone number. As the inmate telephone system is interfaced with the IJMS, intake staff will enter the inmate's initial selected call numbers directly into the automated system. The IJMS will be interfaced with the inmate automated telephone system. It is important to note that upon admittance to the PPS, a new PIN must be selected as the PIN is the activating factor of the inmate telephone system.

An inmate may make a direct or collect call only to these selected telephone numbers. Once intake staff assigns the inmate a personal identification number (PIN), the inmate will be able to make legal aid calls. Once the inmate selects his/her five (5) telephone numbers including the attorney's telephone number, if desired, and has been assigned a PIN, the inmate will be able to make direct, collect and legal aid telephone calls.

### **Use of Housing Unit Telephones**

Staff will permit inmates access to the telephones after all unit cleaning is complete. Inmate access to the telephones will be discontinued during all counts and meals. No calls will be made after the 11:00pm count. Staff will advise an inmate during orientation of the means to obtain a telephone call.

An inmate may make up to three, direct free telephone calls within a ten minute time frame. An inmate is provided with unlimited collect calling capability.

	<p><b>PHILADELPHIA PRISONS</b></p> <p><b>POLICIES &amp; PROCEDURES</b></p>	<p><b>Policy Number</b></p> <p>4.G.3</p>	<p><b>Page</b> 5</p> <p><b>of</b> 9</p>
<p><b>Part:</b> IV - Institutional Services</p> <p><b>Section:</b> G - Mail, Telephone, &amp; Visiting</p>		<p><b>Subject:</b> Inmate Access to Telephones</p> <p><b>Date:</b> October 10, 2006</p>	

An inmate normally will use the inmate telephone system on a "first come-first call" basis. However the Warden or a designee may authorize the use of "sign-up sheets" to schedule calls if he/she determines it necessary to ensure fair access for the inmates.

As the inmate telephone system is interfaced with the IJMS, the Warden will designate an individual to manage and modify, as appropriate, the automated inmate telephone system. Staff will refer an inmate's modification of his/her selected direct telephone numbers to this individual. As the inmate telephone system is interfaced with the IJMS, the appropriate staff will enter the inmate's selected direct call numbers directly into the IJMS.

**Use of Law Library Telephones**

An inmate may make a legal aid call from a telephone in an inmate law library. The duration of a legal aid call is twenty (20) minutes. An inmate requiring additional time for a legal aid call, may make a formal request to the Unit Manager or area supervisor and/or call his/her attorney from the housing unit.

The inmate law library workers will not be responsible for monitoring or regulating the telephones in the law library. The correctional officer assigned to the immediate area (e.g. Program Center, Facility Control) will regulate the telephones in the law library.

**Modification of Selected Telephone Numbers**

Within seventy-two hours (72) hours of intake, an inmate may add or modify his/her selected direct call numbers. During the intake social service interview, an intake social worker will ask the inmate if he/she wishes to modify his/her selected direct telephone numbers. For example, if the inmate has selected only three (3) numbers, he/she may add two (2) more telephone numbers for a total of five (5). If the inmate decides to modify his/her selected direct telephone numbers, then the intake social worker will record the modifications on a Modification of Telephone Numbers form (refer to attachment 4.G.3.b) and forward the form to an individual designated by the Warden, who will add or subtract the numbers from the automated inmate telephone system. As the inmate telephone system is interfaced with the automated system, the designated facility phone person will modify the inmate's direct call numbers directly into the automated system.

After the seventy-two (72) hour period, an inmate will have the opportunity to modify his/her selected telephone numbers every ninety (90) days. When the inmate telephone system is interfaced with the automated system, the unit social worker will modify the inmate's direct call numbers. Under exigent circumstances, as determined by the Warden, an inmate may modify his/her selected telephone numbers sooner than every ninety (90) days.

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### **Modification of an Inmate's Personal Identification Number**

If staff suspects that an inmate's PIN is being used in an unauthorized manner, the Warden or a designee may require the inmate to change his/her PIN. If an inmate suspects his/her PIN is being used in an unauthorized manner, he/she may request to the Warden or a designee that his/her PIN be changed.

### **Using the PIN and the Inmate Telephone System**

An inmate has access to the inmate telephones, which require an inmate's PIN, in two areas:

- his/her assigned housing unit, and
- law library.

The Warden or a designee will ensure that concise and clear dialing instructions for direct, collect, and legal aid calls are posted on each housing unit and the law library. These instructions will be written in English and Spanish. To make a call, an inmate must follow these instructions. If an inmate is having difficulty using the telephone system or suspects someone is using his/her PIN, the inmate should notify staff immediately. Staff then will take the appropriate action.

An inmate is permitted to use only his/her assigned PIN. The possession, sale, or use of an unauthorized PIN will constitute a major infraction and the inmate will be disciplined appropriately (refer to PPS policies 3.C.1, Inmate Discipline and 3.C.2, Prohibited Acts).

### **Inmate Telephone Access to the Sight/Hearing Impaired and Physically Handicapped**

Staff will provide an inmate with a sight/hearing impairment access to a telephone instrument or other device that reasonably enables the impaired inmate to communicate. Staff also will provide telephone instruments that are accessible from a wheelchair. If necessary, an inmate may request assistance from Inmate Services staff in placing these types of calls.

### **Prohibition of Inmate Telephone Monitor**

While the inmate telephone system regulates call duration, housing officers and other appropriate officers are responsible for controlling the flow of inmate traffic to the telephones. Staff is prohibited from using an inmate as a "phone monitor" or using an inmate in any way that permits the inmate to manage or supervise another inmate's access to the telephones.

### **Prohibited Telephone Calls**

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An inmate is prohibited from placing a telephone call to the following (unless the person called is a member of the inmate's immediate family):

- present or former employees (including their families) of the PPS;
- present or former employees (including their families) of federal, state, or local criminal justice agencies, including, but not limited to, police agencies, district attorneys, correctional agencies, parole or probation authorities;
- victims (including their families) of crimes for which the inmate has been charged or convicted;
- jurors (including their families) involved in the conviction of the inmate; or
- judges (including their families) involved in the indictment or conviction of the inmate.

An inmate is permitted to call the above employees if the call concerns a matter within the scope of employee's work-related responsibilities.

An inmate is prohibited from making a telephone call for the following purposes:

- harassing or intimidating any person. Such calls may violate federal and/or state law. The Warden or a designee will report serious and/or continuing telephone calls of this nature to the appropriate law enforcement agency;
- conspiring to violate federal, state, local laws, and are prohibited from using a telephone to conduct a continuing criminal enterprise;
- making telephone calls to inmates in federal, state, county, or other PPS correctional facilities, (the Warden or a designee may approve inmate-to-inmate telephone calls between immediate family members);
- making telephone calls to persons under parole or probation supervision without the written approval of the Warden or a designee, and parole/probation officer who is supervising the parolee or probationer. Generally, such approvals are granted only when they involve immediate family members. A copy of the written approvals will be retained in the inmate's social service file.
- making telephone calls, including toll free 800 and 900 numbers, to order goods or services from private vendors;
- making telephone calls to operator information;
- making telephone calls to unrelated persons under 18 years of age without the written approval of the person's parent or legal guardian:
  - the parent or legal guardian must forward a letter to the Warden granting such approval before any telephone call can be made.
  - a copy of the letter from the parent or legal guardian granting approval will be retained in the inmate's social service file.
- making third party telephone calls; or
- using another inmate's PIN to place a telephone call.

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### **Identification of Outgoing Telephone Calls**

All outgoing calls made through the inmate telephone system will be identified to the called party as originating from an inmate in the PPS upon initiation of the telephone call and at designated intervals throughout the telephone call. The Warden or designee will ensure that the inmate population is aware of this identification.

### **General Prohibition of Incoming Telephone Calls**

Staff will not permit an inmate to receive incoming telephone calls except under exigent circumstances as approved by the Warden or designee. Ordinarily, calls of this nature will involve a serious family illness, death, or impending disaster related to the inmate's family or property. The Warden or designee will document the justification(s) for permitting an inmate to receive an incoming telephone call.

### **Monitoring of Inmate Telephone Calls**

An inmate will be afforded reasonable privacy when using the telephone system; staff will not intercept or monitor an inmate's telephone conversations except as permitted by federal and/or state law.

### **Inmate Misuse of Telephones**

An inmate who misuses or abuses the inmate telephone system will be disciplined as appropriate (refer to PPS policy 3.C.1, Inmate Discipline).

If the Warden or designee, during the course of an investigation, reasonably believes that the safety and security of a staff member, inmate, or visitor is threatened, the Warden or designee immediately may limit, suspend, or revoke an inmate's telephone privileges. The Warden or designee will inform the inmate of the justification for the limitation, suspension, or revocation, consistent with the need to safeguard the on-going investigation. Staff will provide the inmate an opportunity to respond to the Warden's or designee's action.

### **Special Management Units**

An inmate housed in a special management unit will be permitted access to an inmate telephone in accordance with his/her status. Refer to the following policies for further direction:

- 3.E.2, Administrative Segregation;
- 3.E.3, Disciplinary Detention; and
- 3.E.4, Protective Custody Operations.

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**Maintenance and Repair of the Inmate Telephones**

At the beginning and completion of a housing officer's or other appropriate officer's tour of duty, the officer will inspect the telephone area and note the condition of each telephone in the appropriate log. The officer will report any damage or unusual condition immediately to his/her supervisor. The supervisor will report the damage or unusual condition to the Warden or a designee before the completion of his/her shift, if not sooner.